

SCHOOL BOARD MINUTES
INDEPENDENT SCHOOL DISTRICT NO. 77
Mankato, Minnesota

June 6, 2022

The School Board of Independent School District No. 77 met in regular session on Monday, June 7, in the Mankato Room at the Intergovernmental Center. Chair Sapp called the meeting to order at 5:00 p.m. Members present at roll call: Bukata Hayes, Christopher Kind, Liz Ratcliff, Erin Roberts, Jodi Sapp and Kristi Schuck. Members absent: None.

Ms. Schuck made a motion, and Mr. Kind seconded, approval of the agenda together with a Personnel Addendum. The motion carried on a 6-0 voice vote.

Open Forum: Ronald Schmidt, Kari Pratt and John Wicklund wished to speak.

Information Reports: Adult Basic Education Update presented by Karen Wolters; Early Childhood Education Update presented by Katie Gag, Joan Morrison, Faith Coonradt-Hunt and Kathrin Hurley; Student Support Services Update presented by Holly Evans, Molly Fox and Pam Loitz; First Reading of Revised Policies presented by John Lustig; COVID-19 Update provided by Scott Hogen; Board Member Workshop/Committee Reports.

The consent agenda items outlined below were approved on a motion by Ms. Roberts, seconded by Ms. Schuck, and carried on a 6-0 roll call vote.

Approval of Minutes of the May 16, 2022, regular meeting.

Personnel:

APPOINTMENTS (NON-AFFILIATED)

Kathrin Hurley - Early Childhood Family Education Program Supervisor at the Family Learning Center beginning July 1, 2022. This is a full-time, 8 hour per day, 240-day work year, Non-Affiliated position with an annual salary of \$80,675.00, and she will be eligible for Category II benefits.

Jennifer E Johnson - Employment Program Supervisor with the Adult Basic Education Program at the Lincoln Community Center beginning July 1, 2022. This is a full-time, 8 hour per day, 240-day work year, Non-Affiliated position with an annual salary of \$51,923.63, and she will be eligible for Category II benefits.

APPOINTMENTS (INSTRUCTIONAL)

Elizabeth Carr - Full-time (1.00 FTEs) Early Learning Special Education Teacher, site to be determined, beginning August 22, 2022, for the 2022-23 school year. She will be placed at step 7 of the M lane on the Teachers Association salary schedule.

Kayla Ochs - Part-time, 0.96 FTEs (1382.5 annual hours) MAPS Preschool Teacher at Franklin Elementary School beginning August 22, 2022, for the 2022-23 school year. She will be placed at step 1 of the B lane on the ECFE Teachers' salary schedule with an hourly rate of \$28.72.

Tresa Reuter - Adjust lane placement to B+15, step 3 on the Teachers Association salary schedule beginning with the 2022-23 school year.

APPOINTMENTS (NON-INSTRUCTIONAL)

Mardell Brauer - Early Learning Special Education Paraprofessional with the ESY program for 6.5 hours per day/4 days per week (M-TH) beginning July 19 and ending August 12, 2022. She will be compensated according to her placement on the Minnesota School Employees Association salary schedule.

Kaylyn Burr - ACES Site Supervisor at Washington Elementary School for 6-8 hours per day/5 days per week beginning June 6 and ending June 30, 2022. She will be compensated at the rate of \$16.00 per hour.

Annie Cuddie - ACES Site Supervisor at Bridges Community School for 6-8 hours per day/5 days per week beginning June 6 and ending June 30, 2022. She will be compensated at the rate of \$16.00 per hour.

Alexander Dittbenner - ACES Child Care Assistant at Washington Elementary School for 8 hours per day/5 days per week beginning June 6 and ending August 19, 2022. He will be compensated at the rate of \$12.50 per hour.

Kayla Haugen - ACES Site Supervisor at Bridges Community School for 6-8 hours per day/5 days per week beginning June 6 and ending June 30, 2022. She will be compensated at the rate of \$16.00 per hour.

Kaylee Jacobs - ACES Site Supervisor at Jefferson Elementary School for 6-8 hours per day/5 days per week beginning June 6 and ending June 30, 2022. She will be compensated at the rate of \$16.00 per hour.

Mandy Kurth - ACES Site Supervisor Substitute at Lincoln Community Center on an on-call basis beginning June 6 and ending June 30, 2022. She will be compensated at a rate of \$16.50 per hour.

Klara Lybeck - ACES Child Care Assistant Substitute at Bridges Community School on an on-call basis beginning June 6 and ending August 19, 2022. She will be compensated at the rate of \$11.00 per hour.

Alexander MacLean - ACES Child Care Assistant at Bridges Community School for 8 hours per day/5 days per week beginning June 6 and ending August 19, 2022. He will be compensated at the rate of \$12.50 per hour.

Desiree Maloney - ACES Child Care Assistant at Bridges Community School for 6 hours per day/5 days per week beginning June 6 and ending August 19, 2022. She will be compensated at the rate of \$11.00 per hour.

Avery Mersch - Early Learning Special Education Paraprofessional with the ESY program for 6.5 hours per day/4 days per week (M-TH) beginning July 11 and ending July 21, 2022. She will be compensated according to her placement on the Minnesota School Employees Association salary schedule.

Jenna Phipps - ACES Student Support Assistant at Bridges Community School for 8 hours per day/5 days per week beginning June 6 and ending August 19, 2022. She will be compensated at the rate of \$13.00 per hour.

Luke Pollema - ACES Child Care Assistant at Bridges Community School for 4 hours per day/5 days per week beginning June 6 and ending August 19, 2022. He will be compensated at the rate of \$11.00 per hour.

Samuel Pratt - ACES Site Supervisor for 6-8 hours per day/5 days per week at Washington Elementary School beginning June 6 and ending June 30, 2022. He will be compensated at the rate of \$16.00 per hour.

Claire Queensland - ACES Site Supervisor for 6-8 hours per day/5 days per week at Washington Elementary School beginning June 6 and ending June 30, 2022. She will be compensated at the rate of \$16.00 per hour.

Melissa Schneider - ACES Site Supervisor for 6-8 hours per day/5 days per week at Eagle Lake Elementary School beginning June 6 and ending June 30, 2022. She will be compensated at the rate of \$16.00 per hour.

Kasja Schumann - ACES Site Supervisor for 6-8 hours per day/5 days per week at Washington Elementary School beginning June 6 and ending June 30, 2022. She will be compensated at the rate of \$16.00 per hour.

Rebecca Stark - ACES Child Care Assistant at Eagle Lake Elementary School for 8 hours per day/5 days per week beginning June 6 and ending August 19, 2022. She will be compensated at the rate of \$12.50 per hour.

Bela Toscani - ACES Site Supervisor for 6-8 hours per day/5 days per week at Bridges Community School beginning June 6 and ending June 30, 2022. She will be compensated at the rate of \$16.00 per hour.

Stephanie Vogel - ACES Child Care Assistant at Prairie Winds Middle School for 6 hours per day/5 days per week beginning June 6 and ending August 19, 2022. She will be compensated at the rate of \$13.00 per hour.

Benjamin Winkels - Seasonal Grounds Worker for the District for 8 hours per day/5 days per week beginning May 31 and ending August 31, 2022. He will be compensated at the rate of \$12.50 per hour.

Danyel Zuehlke - ACES Child Care Assistant at Washington Elementary for 4 hours per day/5 days per week beginning June 6 and ending August 19, 2022. She will be compensated at the rate of \$11.00 per hour.

The following will be employees with the ACES Summer Program beginning June 6 and ending August 19, 2022.

Helen Adetunji - 3-4 hours per day/ 5 days per week at Washington Elementary School. She will be compensated at the rate of \$12.75 per hour.

Pamela Allen - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$13.75 per hour.

Abigail Alsleben - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$13.00 per hour.

Anne Anderson - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$11.25 per hour.

Kaitlen Arneson - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$12.50 per hour.

Ava Bassett - 6-8 hours per day/3 days per week at Bridges Community School. She will be compensated at the rate of \$11.00 per hour.

Hailey Beer - On an on-call basis. She will be compensated at the rate of \$12.75 per hour.

Madelyn Begalka - 5-6 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$16.00 per hour.

Kylie Bisbee - On an on-call basis at Monroe Elementary School. She will be compensated at the rate of \$12.50.

Danielle Borgman - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$12.50 per hour.

Caroline Brand - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$12.75 per hour.

Michelle Bridges - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$15.00 per hour.

Alexis Brooks - 5-6 hours per day/5 days per week at Eagle Lake Elementary School. She will be compensated at the rate of \$12.50 per hour.

Brady Buth - On an on-call basis at Hoover Elementary School. He will be compensated at the rate of \$13.00 per hour.

Christian Butterfield - 5-6 hours per day/5 days per week at Bridges Community School. He will be compensated at the rate of \$13.25 per hour.

Eldon Cervantez - 5-6 hours per day/5 days per week at Washington Elementary School. He will be compensated at the rate of \$11.00 per hour.

Jenna Courrier - 6-8 hours per day/5 days per week at Eagle Lake Elementary School. She will be compensated at the rate of \$12.75.

Vanessa Dahlgren - On an on-call basis at Franklin Elementary School. She will be compensated at the rate of \$12.50 per hour.

Makena Dammer - On an on-call basis at Eagle Lake Elementary School. She will be compensated at the rate of \$12.50 per hour.

Nicholas Danger - 5-6 hours per day/5 days per week at Bridges Community School. He will be compensated at the rate of \$12.75 per hour.

Hailey Eastburn - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$12.75 per hour.

Sarrah Eggert - On an on-call basis at Roosevelt Elementary School. She will be compensated at a rate of \$12.50 per hour.

Keaten Ell - On an on-call basis at Kennedy Elementary School. She will be compensated at the rate of \$13.00 per hour.

Ellen Fischenich - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$12.50 per hour.

Andrew Franke - On an on-call basis at Washington Elementary School. He will be compensated at the rate of \$12.75 per hour.

Christopher Goebel - 6-8 hours per day/5 days per week at Bridges Community School. He will be compensated at a rate of \$13.75 per hour.

Megan Grant - On an on-call basis at Monroe Elementary School. She will be compensated at the rate of \$12.75 per hour.

Benjamin Groebner - 6-8 hours per day/5 days per week at Eagle Lake Elementary School. He will be compensated at the rate of \$13.50 per hour.

Grace Hansen - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$11.00 per hour.

Grant Hanson - 6-8 hours per day/5 days per week at Bridges Community School. He will be compensated at a rate of \$12.50 per hour.

Brady Haugum - 5-6 hours per day/5 days per week at Washington Elementary School. He will be compensated at the rate of \$12.50 per hour.

Katherine Hetzel - On an on-call basis at Washington Elementary School. She will be compensated at the rate of \$12.75 per hour.

Karlie Hodgman - On an on-call basis at Monroe Elementary School. She will be compensated at the rate of \$12.50 per hour.

Sandra Hoffmann - On an on-call basis at Eagle Lake Elementary School. She will be compensated at a rate of \$15.00 per hour.

Lydia Hoikka - On an on-call basis at Hoover Elementary School. She will be compensated at the rate of \$12.75 per hour.

Ronette Hornick - On an on-call basis at Washington Elementary School. She will be compensated at a rate of \$13.75 per hour.

Aubrey Houg - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at a rate of \$11.00 per hour.

Yamileth Jimenez - 5-6 hours per day/5 days per week at Bridges Community School. She will be compensated at the rate of \$13.00 per hour.

Dominick Johnston - 5-6 hours per day/5 days per week at Bridges Community School. He will be compensated at the rate of \$11.00 per hour.

Brooke Jordan - 5-6 hours per day/5 days per week at Bridges Community School. She will be compensated at the rate of \$13.75 per hour.

Parker Keenan - 5-6 hours per day/5 days per week at Bridges Community School. He will be compensated at the rate of \$11.00 per hour.

Chloe Kindgren - 6-8 hours per day/5 days per week at Eagle Lake Elementary School. She will be compensated at the rate of \$13.00 per hour.

Janet Knakmuhs - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$13.75 per hour.

Jaden Kragh - On an on-call basis at Elementary Sites. He will be compensated at a rate of \$12.50 per hour.

Abigail Lampert - On an on-call basis at Roosevelt Elementary School. She will be compensated at the rate of \$12.75 per hour.

Faith Larsen - 6-8 hours per day/5 days per week at Bridges Community School. She will be compensated at the rate of \$12.75 per hour.

Alison Leighton - On an on-call basis at Washington Elementary School. She will be compensated at the rate of \$13.00 per hour.

Emma Loveall - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$12.50 per hour.

Abby Lundquist - On an on-call basis at Washington Elementary School. She will be compensated at the rate of \$12.50 per hour.

LynseyMagaard - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$11.25 per hour.

Maribeth Marso - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at a rate of \$15.00 per hour.

JaidynMcGee - On an on-call basis at Eagle Lake Elementary School. She will be compensated at the rate of \$12.75 per hour.

Jonathan Morrow - On an on-call basis at Eagle Lake Elementary School. He will be compensated at the rate of \$13.50 per hour.

AshleyNelson - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$12.50 per hour.

Kristina Niner - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$13.00 per hour.

Cammi Nordmeyer - On an on-call basis at Franklin Elementary School. She will be compensated at a rate of \$12.50 per hour.

Justin Obiofu - 6-8 hours per day/5 days per week at Washington Elementary School. He will be compensated at the rate of \$12.75 per hour.

Caspar Olseth - On an on-call basis at Washington Elementary School. He will be compensated at the rate of \$12.50 per hour.

Keandra Olson - 6-8 hours per day/5 days per week at Bridges Community School. She will be compensated at the rate of \$12.50 per hour.

Grace Palmquist - 6-8 hours per day/5 days per week at Bridges Community School. She will be compensated at the rate of \$13.00 per hour.

Darci Pendergast - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$13.75 per hour.

Britta Petersen - 6-8 hours per day/5 days per week at Bridges Community School. She will be compensated at the rate of \$13.50 per hour.

Emma Petersen - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$11.00 per hour.

Payton Pietsch - On an on-call basis at Roosevelt Elementary School. She will be compensated at the rate of \$12.75 per hour.

Lily Pokornowski - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$16.00 per hour.

Jazmin Portillo - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$13.25 per hour.

Emily Price - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$12.50 per hour.

Anthony Roberts - 8 hours per day/3 days per week at Washington Elementary School. He will be compensated at a rate of \$11.00 per hour.

Lindsey Rockvam - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$13.00 per hour.

Annalise Rundquist - On an on-call basis at Hoover Elementary School. She will be compensated at a rate of \$12.50 per hour.

Madeline Saye - On an on-call basis at Washington Elementary School. She will be compensated at a rate of \$11.25 per hour.

Kallie Schneider - 5-6 hours per day/5 days per week at Bridges Community School. She will be compensated at the rate of \$12.50 per hour.

Kaleigh Schuck - On an on-call basis at Washington Elementary School. She will be compensated at a rate of \$12.75 per hour.

Matthew Sellner - On an on-call basis at Franklin Elementary School. He will be compensated at the rate of \$12.50 per hour.

Maxwell Sernett - 3-4 hours per day/5 days per week at Bridges Community School. He will be compensated at the rate of \$13.00 per hour.

Isabella Shelton - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$13.00 per hour.

Ashley Simmons - On an on-call basis at Washington Elementary School. She will be compensated at the rate of \$12.50 per hour.

Mallory Stiff - On an on-call basis at Hoover/Eagle Lake Elementary Schools. She will be compensated at a rate of \$12.50 per hour.

Cale Stuve - 5-6 hours per day/5 days per week at Bridges Community School. He will be compensated at a rate of \$11.00 per hour.

Kiera Swenson - 5-6 hours per day/5 days per week at Eagle Lake Elementary School. She will be compensated at a rate of \$12.75 per hour.

Lillianna Swenson - On an on-call basis at Hoover Elementary School. She will be compensated at a rate of \$12.50 per hour.

Lauren Sylvester - On an on-call basis at Bridges Community School. She will be compensated at the rate of \$13.75 per hour.

Lauren Szolyga - 5-6 hours per day/5 days per week at Bridges Community School. She will be compensated at a rate of \$12.50 per hour.

Rylee Thompson - 6-8 hours per day/5 days per week at Eagle Lake Elementary School. She will be compensated at the rate of \$13.25 per hour.

Brendan Unger - On an on-call basis at Washington Elementary School. He will be compensated at the rate of \$11.00 per hour.

Ian Verbrugge - On an on-call basis at Washington Elementary School. He will be compensated at the rate of \$13.25 per hour.

Kenneth Watson - On an on-call basis at Eagle Lake Elementary School. He will be compensated at the rate of \$13.25 per hour.

Katie Way - 6-8 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$12.75 per hour.

Rachel Wendlandt - On an on-call basis at Washington Elementary School. She will be compensated at the rate of \$13.75 per hour.

Asanka Wewaliyadda - 2-3 hours per day/5 days per week at Bridges Community School. She will be compensated at the rate of \$12.50 per hour.

Raelea Wolfe - 5-6 hours per day/5 days per week at Washington Elementary School. She will be compensated at the rate of \$ 11.00 per hour.

Shaya Zabel - 6-8 hours per day/5 days per week at Eagle Lake Elementary School. She will be compensated at the rate of \$12.75 per hour.

CONTRACT ADJUSTMENTS (INSTRUCTIONAL)

Debra Fogal - Adjust end date to May 25, 2022, as Long-term Substitute Teacher for Tristin Beckendorf at Franklin Elementary and Washington Elementary Schools.

Emily Her - Decrease in assignment as Elementary Art Teacher from 0.733 FTEs at Hoover Elementary School to 0.60 FTEs at Franklin Elementary School beginning with the 2022-23 school year.

Erika Kuhlers - Increase in assignment as Elementary Art Teacher from 0.633 FTEs at Franklin Elementary School to 0.733 FTEs at Hoover Elementary School beginning with the 2022-23 school year.

Hannah Loewen - Change in assignment from full-time (1.00 FTEs) English Language Arts teacher to (0.50 FTEs) English Language Arts teacher and (0.50 FTEs) Secondary Mentor Coach (TOSA) at Prairie Winds Middle School beginning July 1, 2022, and ending June 30, 2026.

Brett Riss - Correction - Increase in assignment as Science Teacher at Prairie Winds Middle School from 1.00 FTEs to 1.167 FTEs for the 2022-23 school year.

CONTRACT ADJUSTMENTS (NON-INSTRUCTIONAL)

Sophia Venner - Adjust start date to May 18, 2022, as ACES Site Supervisor at Eagle Lake Elementary School.

REQUESTS FOR LEAVE (ADMINISTRATIVE)

Mollie Meyer - Extend Board-approved leave, returning to work on May 31, 2022.

REQUESTS FOR LEAVE (INSTRUCTIONAL)

Jade Achman - Adjust return date to June 6, 2022, for Board-approved leave.

Alyson Green - Elementary School Counselor at Roosevelt Elementary School, has requested leave under the provisions of the Family Medical Leave Act beginning September 8 and returning to work on November 14, 2022.

Karen Pauly - School Psychologist at the Family Learning Center, has requested leave under the provisions of the Family Medical Leave Act beginning May 11 and continuing through the end of the 2021-22 school year.

REQUESTS FOR LEAVE (NON-INSTRUCTIONAL)

Rebecca Sandquist - Extend Board-approved leave through the end of the 2021-22 school year.

RESIGNATIONS (INSTRUCTIONAL)

Melanie Hayes - 1st Grade Teacher at Franklin Elementary School, has submitted her resignation. Her last date of employment will be June 6, 2022.

Kathrin Hurley - Early Childhood Parent Educator at the Family Learning Center has submitted a resignation so that she can accept the Early Childhood Family Education Program Supervisor assignment. Her last day for this assignment will be June 30, 2022.

Rebecca Kelley - Special Education Teacher at Rosa Parks Elementary School, has submitted her resignation. Her last date of employment will be June 6, 2022.

Haley Nicolai - 4th Grade Teacher at Jefferson Elementary School, has submitted her resignation. Her last date of employment will be June 6, 2022.

Kayla Ruch - Business Education Teacher at West High School, has submitted her resignation. Her last date of employment will be June 30, 2022.

RESIGNATIONS (NON-INSTRUCTIONAL)

Rebeca Alvarez - ACES Child Care Assistant at Eagle Lake Elementary School, has submitted her resignation. Her last date of employment will be May 27, 2022.

Debra Baumgartner - Health Assistant at Rosa Parks Elementary School, has submitted her resignation for the purpose of retirement. Her last date of employment will be June 3, 2022.

Jacob Burzynski - ACES Child Care Assistant at Washington Elementary School, has submitted his resignation. His last date of employment will be May 11, 2022.

Hezekyah Flowers - ACES Assistant Site Supervisor at Franklin Elementary School, has submitted his resignation. His last date of employment will be June 3, 2022.

Jasmine Harris - ACES Child Care Assistant at Eagle Lake Elementary School, has submitted her resignation. Her last date of employment will be May 24, 2022.

Jonathan Morrow - Rescind appointment as Paraprofessionals in the Elementary Reading/Math/EL/Learning in Deed Summer School Program.

Miriam Narowitz - Non-Classroom (Playground/Lunchroom) Paraprofessional at Eagle Lake Elementary School and District Interpreter, has submitted her resignation. Her last date of employment will be May 20, 2022.

Cindy Page - Secretary to the Principal at East High School, has submitted her resignation for the purpose of retirement. Her last date of employment will be July 8, 2022.

Toni Peterson - Evening Custodian at Dakota Meadows Middle School, has submitted her resignation for the purpose of retirement. Her last date of employment will be July 15, 2022.

Brooklyn Roles - ACES Child Care Assistant Substitute, has submitted her resignation. Her last date of employment will be May 23, 2022.

Personnel - Addendum

APPOINTMENTS (INSTRUCTIONAL)

Emily Ball - Summer School Teacher with the Reading/Math/EL/Learning in Deed Summer School Program at Rosa Parks Elementary School for 5 hours per day/4 days per week (M-TH) beginning June 27 and ending July 28, 2022. She will be placed at step 10 of the M lane on the Teachers Association salary schedule.

Payton Decker - ESY DAPE Teacher for the District for 5.5 hours per day/4 days per week (M-TH) June 20-23, June 27-30, July 25-28, August 1-5, 2022. She will be placed at step 1 of the B lane on the Teachers Association salary schedule.

Maggie Fredrickson - Summer School Teacher with the Reading/Math/EL/Learning in Deed Summer School Program at Rosa Parks Elementary School for 5 hours per day/4 days per week (M-TH) beginning June 27 and ending July 28, 2022. She will be placed at step 4 of the B lane on the Teachers Association salary schedule.

Adam Hanson - Summer School Teacher at Rosa Parks Elementary School and Prairie Winds Middle School with the Elementary Reading/Math/EL/Learning in Deed Summer School Program for 5 hours per day/4 days per week (M-TH) beginning June 27 and ending July 28, 2022. He will be compensated according to his placement on the Teachers Association salary schedule.

Amanda Kline - Full-time (1.00 FTEs) English Language Arts Teacher at Prairie Winds Middle School beginning August 22, 2022, for the 2022-23 school year. She will be placed at step 4 of the B+30 lane on the Teachers Association salary schedule.

Brooklyn Kunz - Adjust lane placement to B+15, step 3 on the Teachers Association salary schedule beginning with the 2022-23 school year.

Matthew Malay - Summer School Teacher with the Reading/Math/EL/Learning in Deed Summer School Program at Rosa Parks Elementary School for 5 hours per day/4 days per week (M-TH) beginning June 27 and ending July 28, 2022. He will be compensated according to his placement on the Teachers Association salary schedule.

Benjamin Miller - Full-time (1.00 FTEs) Science Teacher at Prairie Winds Middle School beginning August 22, 2022, for the 2022-23 school year. He will be placed at step 6 of the B lane on the Teachers Association salary schedule.

The following will be teachers in the ESY Summer Program June 20-23, June 27-30, July 25-28, and August 1-4, 2022. They will be compensated according to their placement on the Teachers Association salary schedule.

Nancy Altmann, Janice Ahlers, Crista Attig, Amy Bailey, Hunter Buscherfeld, Lacey Cooley, Jessica Davich, Laura Duflo, Kristin Edwards, Jodi Evers, Mark Gewerth, Emily Gorman, Cassie Gospeter, Rebekah Elledge, Madison Hopkins, Stephen Hueser, Kate Huppler, Jessieann Johnson, Mary Jo Kann, Kalley Kendall, Sarah Kenward, Lisa Kindred, Kraig Klefsaas, Becky Kopischke, Gretta Krier, Pamela Loitz, Amy Luethmers,

Jennifer Malwitz, Rebecca McDaniel, Margaret Mueller, Thomas Murray, Abby Rannow, Annakeiko Reichel, Elizabeth Rich, Clare Sallstrom, Tamara Schindler, Cathleen Schluter, Heather Sellner, Emily Seppmann, Lisa Shea, Marlene Stein-Greiner, Kayla Steinberg, Kassidy Tocco, Jessica Waterstreet, Linda Wensel, Lucas Westman, Katie Wheelock, Peter Wittmer

APPOINTMENTS (NON-INSTRUCTIONAL)

Emmet Anderson - ACES Child Care Assistant at Prairie Winds Middle School for 8 hours per day/5 days per week beginning June 6 and ending August 19, 2022. He will be compensated at the rate of \$13.00 per hour.

Sierra Baumgard - Summer Temp at Central Registration for 5 hours per day/3 days per week (M, T, TH) beginning May 16 and ending September 2, 2022. She will be compensated at the rate of \$13.60 per hour.

Morgan Cockrell - ACES Child Care Assistant at Prairie Winds Middle School for 6 hours per day/5 days per week beginning June 6 and ending August 19, 2022. She will be compensated at the rate of \$12.50 per hour.

Curtis Doell - Lead Summer Painter for the District for 8 hours per day/5 days per week beginning June 6 and ending August 26, 2022. He will be compensated at the rate of \$13.25 per hour.

Kahlea Fritz - ACES Child Care Assistant at Bridges Community School for 4 hours per day/5 days per week beginning June 6 and ending August 19, 2022. She will be compensated at the rate of \$11.00 per hour.

Safio Hassan - ACES Child Care Assistant at Eagle Lake Elementary School for 6 hours per day/5 days per week beginning June 8 and ending August 19, 2022. She will be compensated at the rate of \$12.50 per hour.

Colby Hartig - ACES Child Care Assistant at Bridges Community School for 8 hours per day/5 days per week beginning June 6 and ending August 19, 2022. He will be compensated at the rate of \$12.50 per hour.

LaRen Holtman - ACES Child Care Assistant at Bridges Community School for 8 hours per day/5 days per week beginning June 6 and ending August 19, 2022. She will be compensated at the rate of \$12.50 per hour.

Marcus Jensen - Summer Grounds Worker for 8 hours per day/5 days per week beginning June 8 and ending August 31, 2022. He will be compensated at the rate of \$12.50 per hour.

Brianna Jenson - ACES Child Care Assistant at Prairie Winds Middle School for 8 hours per day/5 days per week beginning June 7 and ending August 19, 2022. She will be compensated at the rate of \$12.75 per hour.

Gerald Krenzke - Summer Grounds Worker for the District for 8 hours per day/5 days per week beginning June 6 and ending August 31, 2022. He will be compensated at the rate of \$12.50 per hour.

Caleb Kubista - ACES Child Care Assistant at Bridges Community School for 8 hours per day/5 days per week beginning June 6 and ending August 19, 2022. He will be compensated at the rate of \$12.50 per hour.

Rebecca Lee - Summer School Paraprofessional with the Central High School Summer School program at East High School for 3 hours per day/5 days per week beginning June 14 and ending July 29, 2022. She will be compensated according to her placement on the Minnesota School Employees Association salary schedule.

Augustus Nelson - ACES Child Care Assistant at Bridges Community School for 6 hours per day/5 days per week beginning June 8 and ending August 19, 2022. He will be compensated at the rate of \$11.00 per hour.

Abigail Shirk - ACES Child Care Substitute at Prairie Winds Middle School on an on-call basis beginning June 7 and ending August 19, 2022. She will be compensated at the rate of \$12.75 per hour. This is in addition to her Special Education Paraprofessional assignment at Rosa Parks.

Tyler Sorenson - Seasonal Grounds Worker for the District for 8 hours per day/5 days per week beginning June 6 and ending August 31, 2022. He will be compensated at the rate of \$12.50 per hour. This is in addition to his Health and Wellness Paraprofessional assignment at West High School.

Kinsley Thomas - ACES Child Care Assistance at Eagle Lake Elementary School for 8 hours per day/5 days per week beginning June 6 and ending August 19, 2022. She will be compensated at the rate of \$12.50 per hour.

Elizabeth Weber - ACES Child Care Assistant at Bridges Community School for 8 hours per day/5 days per week beginning June 6 and ending August 19, 2022. She will be compensated at the rate of \$11.00 per hour.

David Wing - ACES Child Care Assistant at Bridges Community School for 4 hours per day/5 days per week beginning June 6 and ending August 19, 2022. He will be compensated at the rate of \$12.75 per hour.

The following will be paraprofessionals in the ESY Summer Program June 20-23, June 27- 30, July 25-28, and August 1-4, 2022. They will be compensated according to their placement on the Minnesota School Employees Association salary schedule.

Kelly J Andersen, Danielle Anderson, Bethany Aydinalp, Molly Barber, Lisa Benson, Dylan Boettcher, Ruth Brandt, Mardell Brauer, Michelle Bridges, Michelle Cahalan, Joy Cogan, Susan Dodge, Shirlee Erb, Anna Feder, Tammy L Fiennen, Amanda Goblirsch, Christopher Hagen, Abdullahi Hassan, Emily Hed, Jessica Henrichs, Sandra Hoffmann,

Jennifer Ann Johnson, Everett Johnson, Tonia Johnson, Paige Kennedy, Raven Kruse, Melissa Larson, Michelle Laven, Beau Lepper, Stephanie Maas, Nicole Marks, Aaron Marsh, Mariah McCarthy, Julie Meschke, Zennor Morris, Jonathan Morrow, Amber Nicholson, Edward Oldenburg, Darci Pendergast, Mindy Peterson, Charles Rademacher, Sarah Reisdorf, Tate Rossmiller, Taylahn Russ, Megan Schenk, Vonda Schlie, Jamie Schlomer, Jennifer Schmitt, Austin Sellner, Karen Severns, Katherine Sexton, Abigail Shirk, Patricia Sjulstad, Sharon Soliz Arndt, Julie Sonnek, Maria Stock, Danielle Wakefield, Chelcy Wangen, Thomas Warmbrodt, Helen Wels, Amanda Yock.

CONTRACT ADJUSTMENTS (NON-AFFILIATED)

Ronald Fleischmann - Change in assignment from Adult Career Pathway Program Supervisor for 8 hours per day/5 days per week with a work year of 240 days to Adult Career Pathway Program Specialist for 8 hours per day/5 days per week with a work year of 220 days at Lincoln Community Center beginning July 1, 2022, and ending June 30, 2023.

CONTRACT ADJUSTMENTS (NON-INSTRUCTIONAL)

Jane Flintrop - Decrease in assignment as Special Education Student Success Coach at Prairie Winds Middle School from 6.75 hours per day/5 days per week to 3 hours per day/4 days per week (M-TH) and 6.75 hours per day/1 day per week (F) beginning May 31, 2022.

Dawn Miller - Change in classification as Special Education Secretary from B21 to B22 on the Educational Secretaries Association salary schedule beginning May 18, 2022.

Kaleigh Schuck - Change in assignment from ACES Child Care Substitute on an on-call basis at Washington Elementary School to ACES Site Supervisor at Prairie Winds Middle School for 8 hours per day/5 days per week beginning June 6 and ending June 30, 2022. She will be compensated at the rate of \$16.00 per hour.

Abigail Shirk - Increase in assignment as Special Education Intervention Paraprofessional at Rosa Parks Elementary School from 6.75 hours per day/3 days per week (M/TH/F) to 6.75 hours per day/5 days per week beginning May 9, 2022.

Rachel Wendlandt - Change in assignment from ACES Child Care Substitute to ACES Site Supervisor at Eagle Lake Elementary School for 6-8 hours per day/5 days per week beginning June 6 and ending June 30, 2022. She will be compensated at the rate of \$16.00 per hour.

REQUESTS FOR LEAVE (NON-AFFILIATED)

Alexandra Koch - Adjust start date to June 2, 2022, for Board-approved leave.

REQUESTS FOR LEAVE (INSTRUCTIONAL)

Casey Collison - School Social Worker at Eagle Lake, Monroe, and Roosevelt Elementary Schools, has requested leave under the provisions of the Family Medical Leave Act beginning September 26 and returning to work on December 19, 2022.

Bretta Hansen - 2nd Grade Teacher at Bridges Community School, has requested leave under the provisions of the Family Medical Leave Act beginning October 17, 2022, and returning to work on January 9, 2023.

REQUESTS FOR LEAVE (NON-INSTRUCTIONAL)

Mary Gach - Special Education Paraprofessional at Futures has requested unpaid leave beginning April 19 and returning to work on May 27, 2022.

TERMINATION/NON-RENEWAL (INSTRUCTIONAL)

Alice Brase - Part-time (0.08 FTEs) Intervention Teacher at Concordia Classical Academy effective June 6, 2022.

RESIGNATIONS (NON-AFFILIATED)

Kimberly Mueller - Career Pathways Coordinator for the District, has submitted her resignation. Her last date of employment will be June 30, 2022.

RESIGNATIONS (INSTRUCTIONAL)

Ariana Bealey - Art Teacher at Prairie Winds Middle School, has submitted her resignation. Her last date of employment will be June 6, 2022.

Kristine Kneeland - Special Education Teacher at West High School, has submitted her resignation. Her last date of employment will be June 6, 2022.

Craig Kopetzki - Band Director/Music Teacher at East High School, has submitted his resignation. His last date of employment will be June 6, 2022.

Angela Rickbeil - Rescind appointment as teacher in the Elementary Reading/Math/EL/Learning in Deed Summer School Program.

RESIGNATIONS (NON-INSTRUCTIONAL)

Helen Adetunji - Non-Classroom (Playground/Lunchroom) Paraprofessional at Washington Elementary School, has submitted her resignation for this assignment. Her last day for this assignment will be May 12, 2022. She will continue in her ACES Child Care Assistant assignment at Washington.

Hannah Benning - Non-Classroom (Lunchroom) Paraprofessional at Hoover Elementary School and ACES Child Care Assistant at Eagle Lake Elementary School, has submitted her resignation. Her last date of employment will be June 3, 2022.

Breanna Cashin - Non-Classroom (Playground) Paraprofessional at Washington Elementary School and Middle School After School Youth Leader with Community Education at Prairie Winds Middle School, has submitted her resignation. Her last date of employment will be May 25, 2022.

Amber Casto - Early Learning Special Education Paraprofessional at Franklin Elementary, has submitted her resignation. Her last date of employment will be May 26, 2022.

Isabella Ciolkosz - ACES Child Care Assistant Substitute, has submitted her resignation. Her last date of employment will be May 15, 2022.

Shannon Gindorff - Non-classroom (Playground) Paraprofessional at Washington Elementary School, has submitted her resignation. Her last date of employment will be June 3, 2022.

Brittany Goebel - Early Learning Special Education Paraprofessional at the Family Learning Center, has submitted a resignation. Her last date of employment will be May 26, 2022.

Rahmo Hassan - Clerical Assistant at Washington Elementary School, has submitted her resignation. Her last date of employment will be June 3, 2022.

Hannah Kuiper - Special Education Paraprofessional at Franklin Elementary School, has submitted her resignation. Her last date of employment will be June 3, 2022.

Amanda Kuttner - Early Learning Paraprofessional at the Family Learning Center, has submitted her resignation. Her last date of employment will be May 26, 2022.

Natalie Laciskey - ACES Child Care Assistant Substitute, has submitted her resignation. Her last date of employment will be June 3, 2022.

Jasper Lageson - ACES Child Care Assistant and Non-Classroom (Lunchroom) Paraprofessional at Rosa Parks Elementary School has submitted her resignation. Her last date of employment will be June 3, 2022.

Michael McGuire - Special Education Paraprofessional at Washington Elementary School, has submitted his resignation. His last date of employment will be May 16, 2022.

Allisha Myking - Non-Classroom (Playground/Lunchroom) Paraprofessional/Student Success Coach at Monroe Elementary School, has submitted a resignation. Her last date of employment will be June 3, 2022.

Deborah Olson - Cook Manager at Kennedy Elementary School, has submitted her resignation for the purpose of retirement. Her last date of employment will be August 5, 2022.

Elizabeth Paul - ACES Child Care Substitute, has submitted her resignation. Her last date of employment will be May 17, 2022.

Barbara Stange - Accounts Payable Clerk for the District, has submitted her resignation for the purpose of retirement. Her last date of employment will be July 8, 2022.

Benjamin Uekert - ACES Child Care Assistant at Bridges Community School, has submitted his resignation. His last date of employment will be June 3, 2022.

Melissa Vaubel - LPN/Health Assistant at Futures SUN Program, has submitted her resignation. Her last date of employment will be June 3, 2022.

Asanka Wewaliyadda - Non-Classroom (Playground/Lunchroom) Paraprofessional at Monroe Elementary School, has submitted her resignation. Her last date of employment will be June 3, 2022. She will continue in her ACES Child Care Assistant assignment at Bridges Community School.

The following gifts and grants were received by the School District:

Linda & Basil Janavaras donated \$2,000 to John Basil Janavaras Memorial Scholarship

Trust Agreement of Bradley A. Hendricks donated \$1,000 to Washington Elementary

East High VEX Robotics received the following donations:

- \$500 from Johnson Outdoors
- \$1,000 from City of North Mankato

Minnesota Deer Hunting Association - Bend of the River Chapter donated \$250 to Community Education Youth Archery Program

Community Education Movie Under the Stars received the following donations:

- \$250 from Willow Office Works LLC
- \$500 from Cork & Key
- \$500 from Wayne J. Walgenbach
- \$500 from Sakatah Pioneer Properties

Crown Cork & Seal donated \$500 to West High VEX Robotics

Mankato Area Youth Baseball Association Inc. donated \$1,310.75 to East High School

East High School received the following donations for Band Uniforms:

- \$500 from Mary Conley & Rich Coyle
- \$1,000 from Dr. & Mrs. Michael M. Kearney
- \$500 from Lynn & Darla Austin
- \$100 from Theresa & Leslie Calsbeek
- \$1,000 from Mark & Mary Miller
- \$1,000 from Matthew & Emma Norland
- \$5,000 from Page/Jones/Richards Foundation
- \$250 from The Orthopaedic & Fracture Clinic
- \$500 from Eagle Lake Family Dentistry/Vostad Family
- \$100 from Heidi & Matthew Burns
- \$2,500 from Carole & Denny Dotson
- \$1,000 from Dennis & Joyce Findley
- \$1,000 from WOW Zone
- \$200 from Josephine Wallschlaeger

- \$125 from Megan Grems Sayre
- \$125 from Malia Grems Hedlund

Mr. Kind made a motion to accept the gifts. The motion was seconded by Mr. Hayes and carried on a 6-0 voice vote.

Ms. Schuck made a motion to approve the contract between Mankato Area Public Schools and I&S Group, Inc./LSE Architects, Inc. (see pages _____). The motion was seconded by Mr. Hayes and carried on a 6-0 roll call vote.

Upon receipt of the resignation letter from Kenneth Reid, the Mankato Area School Board began to select his replacement. Because Mr. Reid's term was set to expire at the end of 2024, the individual appointed will serve until the end of December. This summer, filing will open for candidates interested in running to complete the final two years of his term. Eight individuals submitted applications for the open seat, and MAPS School Board members received the applications for their review at the May 18 work session. Nominations were opened for the replacement of Mr. Reid. Ms. Schuck nominated Patrick Baker. A roll call vote was taken with the following result: Patrick Baker - 6 votes. Patrick Baker was named school board member.

RESOLUTION FILLING SCHOOL BOARD VACANCY BY APPOINTMENT

WHEREAS, a vacancy exists in the office of school board member with a term expiring the first Monday in January, 2025; and

WHEREAS, the vacancy occurred less than ninety (90) days prior to the first Tuesday after the first Monday in November in the second year of the vacant term;

NOW THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 77, State of Minnesota, as follows:

Pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b, Patrick Baker is hereby appointed to fill the vacancy and to serve until a successor is elected and qualified. The appointment shall be effective thirty (30) days after the adoption of this resolution unless a valid petition to reject the appointee is filed with the school district clerk pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b(b) within that thirty (30) day time period.

There being no further business to consider, Ms. Roberts moved and Ms. Schuck seconded, that the meeting be adjourned. The meeting was declared adjourned at 7:08 p.m., on a 6-0 voice vote.

Clerk

Attest:

Chairperson

SCHOOL BOARD MINUTES
INDEPENDENT SCHOOL DISTRICT NO. 77
Mankato, Minnesota

June 6, 2022

The School Board of Independent School District No. 77 met in regular session on Monday, June 7, in the Mankato Room at the Intergovernmental Center. Chair Sapp called the meeting to order at 5:00 p.m. Members present at roll call: Bukata Hayes, Christopher Kind, Liz Ratcliff, Erin Roberts, Jodi Sapp and Kristi Schuck. Members absent: None.

1. Schuck/Kind approval of agenda with personnel addendum. 6-0
2. Open Forum - Ronald Schmidt, Kari Pratt and John Wicklund wished to speak.
3. Information: Adult Basic Education, Early Childhood Education, Student Support Services, First Reading of Revised Policies, COVID-19 Update, Board Member Reports.
4. Roberts/Schuck approval of Consent Agenda Items: Approval of Minutes of May 16, 2022, regular meeting; Approval of Personnel. 6-0
5. Kind/Hayes acceptance of gifts. 6-0
6. Schuck/Hayes approval of architectural services contract. 6-0
7. Patrick Baker named school board member. 6-0
8. Roberts/Schuck adjournment at 7:08 p.m. 6-0

Independent School District No. 77
Mankato, Minnesota
By: Erin Roberts

The complete minutes and all documents relating to this meeting are on file and available for review in the Superintendent's Office, 10 Civic Center Plaza, Suite 2 and on-line at www.isd77.org.

AIA[®] Document B132[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Seventeenth day of May in the year Two Thousand Twenty-Two

(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Mankato Area Public Schools
10 Civic Center Plaza, Suite One
P.O. Box 8741
Mankato, Minnesota 56002-8741
Telephone Number: 507.387.3167

and the Architect:
(Name, legal status, address, and other information)

I&S Group, Inc. (ISG)
115 E. Hickory Street, Suite 300
Mankato, MN 56001
Telephone Number: 507.387.6651

for the following Project:
(Name, location, and detailed description)

Mankato Area Public Schools ISD #77 Architectural + Engineering Services
Mankato, MN

The Construction Manager:
(Name, legal status, address, and other information)

Kraus Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404
Telephone Number: 612.332.7281

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

1. Design Package A - Expansions and space repurposing at (5) five elementary schools to meet enrollment, PreK, special learning and other program needs. Sites include A. Washington Elementary, B. Eagle Lake Elementary, C. Roosevelt Elementary, D. Hoover Elementary, E. Bridges Community School.

2. Design Package B - Construction of a new pk-5 elementary school, approximately 500 students, to serve the districts west side attendance growth on land owned by the district in North Mankato.

3. Design Package C - 3rd gymnasium station addition and new (8) lane swimming pool/diving well to serve student and community physical education and activity needs, including varsity athletics, to be located at Dakota Meadows Middle School.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Refer to attached MAPS Request for Proposal (not dated); MAPS Addendum #1 to the RFP dated April 1, 2022, and the ISG /LSE Proposal. In addition to the scope of work outlined in the MAPS RFP, the District retains the ISG/LSE design team for High School Renovations, Additions and/or New High School Construction to be delivered either consecutively with the scope identified in the MAQPS RFP or with Future Bond election, to include the Architectural and Engineering, District planning, design and construction documents and construction Administration

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The eventual, yet to be determined, cost for the project, including construction, soft costs, land purchase and other associated costs is estimated at \$95 million dollars as listed in the Request for Proposal.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Final schedule to be determined with Architect and owner - Refer to attached ISG and LSE proposal

.2 Construction commencement date:

Final schedule to be determined with Architect and owner - Refer to attached ISG and LSE proposal

.3 Substantial Completion date or dates:

Final schedule to be determined with Architect and owner - Refer to attached ISG and LSE proposal

.4 Other milestone dates:

Anticipated Referendum to be February of 2023.

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Scott Hogen
10 Civic Center Plaza Suite One
P.O. Box 8741
Mankato, Minnesota 56002-8741
Telephone Number: 507.345.5311

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

Kraus Anderson Construction Company

.2 Land Surveyor: - As Additional Service/reimbursable expense as described in the ISG/LSE Proposal.

115 East Hickory Street, Suite 300
Mankato, Minnesota 56001
Telephone Number: 507.387.6651

.3 Geotechnical Engineer:

Company to be determined at a later date

.4 ~~Civil Engineer:~~ HVAC, Plumbing, Electrical and Low Voltage/Technology for the (5) elementary school addition projects (Package A) only

Dolejs-EDI
1624 North Riverfront Drive
Mankato, Minnesota 56001
Telephone Number: 507.625.7869

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Justin Steffl
115 E. Hickory St., Ste. 300 Mankato, MN 56001
Telephone Number: 507.387.6651

Mobile Number: 507.995.0603
Email Address: justin.steffl@ISGInc.com

and

Jennifer Anderson-Tuttle
100 Portland Ave S
Minneapolis, MN. 55401
612-581-0458
jtuttle@lse-architects.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:Design Partner:

Lawal Scott Erickson Architects, Inc. (dba LSE Architects, Inc.)
100 Portland Avenue South, Suite 100
Minneapolis, MN 55401

.2 Mechanical Engineer:Foodservice:

Culinx
311 4th Avenue South
Sartell, MN 56377

.3 Electrical Engineer:Aquatic Design:

Water Technology Inc. (WTI)
100 Park Avenue
Beaver Dam, WI 53916

§ 1.1.12.2 Consultants retained under Supplemental Services:

Not Applicable

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, ~~budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, Project site,~~ and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural,

structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive ~~bids or negotiated proposals; bids;~~ (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- ~~1~~ ~~facilitating the distribution of Bidding Documents to prospective bidders;~~
- ~~2~~ ~~organizing and conducting attending~~ a pre-bid conference for prospective bidders;
- ~~3~~ ~~2~~ preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and

- ~~4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~ 3 attending the opening of bids.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:~~

- ~~1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;~~
- ~~2 organizing and participating in selection interviews with prospective Contractors;~~
- ~~3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and~~
- ~~4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness (10 business days) while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;

- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	<u>Not Provided</u>
§ 4.1.1.2 Programming	<u>Not Provided</u>
§ 4.1.1.3 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.4 Measured drawings	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Included in basic services</u>
§ 4.1.1.10 Landscape design	<u>Included in basic services</u>
§ 4.1.1.11 Architectural interior design	<u>Included in basic services</u>
§ 4.1.1.12 Value analysis	<u>Not Provided</u>
§ 4.1.1.13 Cost estimating	<u>Not Provided</u>

§ 4.1.1.14	On-site project representation	<u>Not Provided</u>
§ 4.1.1.15	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.17	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data <u>Technology/data</u> design	<u>Included in basic services</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Not Provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.28	Other services provided by specialty Consultants – <u>Food Service Design and Pool and Pool Equipment Design.</u>	<u>Included in basic services.</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to attached ISG/LSE Proposal as it applies to items indicated as "included in basic services", this proposal applies to the scope of work leading to and following a successful bond election. Additional planning work to include District Planning work for future High School renovations, additions, or new High school to be considered as a part of the February or following bond election scope of work

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 ~~(-)~~ Bi-weekly visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Owner shall be responsible for the identification, discovery, removal, remediation of any hazardous substances present at the site. If any such hazardous substances are discovered while the Project is in progress, schedules and budgets shall be adjusted as necessary for the removal or remediation of any such hazardous substances.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not Applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose ~~"confidential" or "business proprietary"~~ "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform

services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The parties further agree that any liability for any damages not waived under this agreement are limited to an amount as agreed upon to be paid by the Architect's insurance carrier.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

~~()~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section ~~4.6.11.6~~ as follows, fees to be converted into a lump sum at time of design development estimates by construction manager:

Package A (5 elementary school additions and renovations) = 6.71%

Package B (new elementary school project) = 5.65%

Package C (8 lane pool/third gym station at Dakota Meadows) = 7.25%

Bond Planning cost for (1) referendum process included in the percentages listed above.

Items planned to be paid for/provided by the owner and therefore excluded from basic fees as listed in the ISG/LSE Proposal:

- Site Survey work.
- Soil boring/geotechnical report services.
- Building HVAC/Lighting Commissioning.
- Environmental Phase I and Phase II services.
- Furniture/FFE design.
- Low voltage/technology design for design Package A only.

.3 Other
(Describe the method of compensation)

For other or future projects not specifically listed Article 1.1.1 Owners Program for this Project, and as described in Article 12, the Owner and Architect shall direct negotiate fees

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Standard Hourly Rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Standard Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to page 64 of attached ISG and LSE proposal

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 Transportation and authorized out-of-town travel and ~~subsistence~~; subsistence other than to the City of Mankato/North Mankato and Eagle Lake
- 2 Long distance services, dedicated data and communication services, ~~teleconferences~~, Project web sites, and extranets;
- 3 Permitting and other fees required by authorities having jurisdiction over the Project;
- 4 ~~Printing~~; Paper printing, reproductions, plots, and standard form documents;
- 5 ~~Postage, handling, and delivery~~; Intentionally left blank;
- 6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~

Intentionally left

~~.8 blank~~

~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~

~~.9 All taxes levied on professional services and on reimbursable expenses;~~

~~.10 Site office expenses;~~

Intentionally left

~~.11 blank;~~

~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and~~

Intentionally left

~~.12 blank;~~

~~.12 Other similar Project-related expenditures.~~

~~.13 Mass quantity mailings issued by the Architect for the referendum or design~~

process.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth ~~below:~~below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

The Mankato Area School District has indicted its objective to maintain the one combined ISG/LSE design team going forward on future projects and future referendum work that may follow the initial Design Package A, B, C referenced in this Contract. This special condition shall allow the District to continue to work directly with the ISG/LSE design team as listed in the attached proposal without the District completing future RFP processes. This special condition allows for the design team (ISG/LSE) to continue to work directly with the District without future proposal and interview processes. It is understood that this first phase of work is the first phase of multiple project phases, including work at the existing West High School, or a new West High School, that needs to be completed across the District and having one unified team throughout is an advantage to the District. It is also understood that from time to time, discussion, research and design work on these future phases of work may be advanced into this first referendum process. The basis for fees of these projects not yet identified and advanced into this first phase of work, and for future projects after this first phase of work shall be direct negotiation between the Owner and Architect as described in Article 11.1.3 of this Contract.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this Agreement.)

Not Applicable

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- ☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

- ☐ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

ISG and LSE proposal

MAPS Request for proposal – Not Dated.

MAPS Addendum #1 to Request for Proposal – Dated April 1, 2022

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

OWNER *(Signature)*

Paul Peterson, Superintendent

(Printed name and title)

ARCHITECT *(Signature)*

Justin Steffl, Senior Project Manager

(Printed name, title, and license number, if applicable)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

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