

EVANSVILLE COMMUNITY SCHOOL DISTRICT

Board of Education Regular Meeting Agenda

Wednesday, February 22, 2017

6:00 pm

District Board and Training Center

340 Fair Street (Door 36)

Note, public notice of this meeting given by posting at the District Office, Levi Leonard Elementary School Office, Theodore Robinson Intermediate School Office, J.C. McKenna Middle School Office, High School Office, Evansville School District Web Site: Evansville.k12.wi.us, and by forwarding the agenda to the Evansville Review, Union Bank & Trust and Eager Free Public Library.

- I. Roll Call: Mason Braunschweig Melissa Hammann Sandra Spanton Nelson
 Eric Busse Jane Oberdorf
 John Rasmussen Keith Hennig
- II. Approve Agenda.
- III. Public Announcements/Recognition/Upcoming Events:
- Open Enrollment – February 6 – April 28, 2017
 - Back To School Days – August 8, 3:00-7:00 pm and August 16, 10:00-2:00 pm
- IV. Information & Discussion:
- A. Architectural Firm Agreement.
 - B. 2018 Potential Referendum Update – Review Construction Managers RFPs.
 - C. School Perceptions Contract.
 - D. 2017-2018 4K Site Agreements.
 - E. Achievement Gap Reduction (AGR) Update.
- V. Budget Finance – Chair, Hammann:
- A. Discussion Items:
 - 1. 2017-2018 Preliminary Budget.
 - 2. Evansville Education Foundation Update.
 - 3. Certified Staff Compensation Committee Update.
 - 4. Administrators Compensation Committee Update.
 - 5. Insurance Committee Update.
 - B. Develop Budget Finance Agenda Items for March 22, 2017, Meeting.
- VI. Business (Action Items):
- A. Approval of Staff Changes: Hiring of High School Head and Assistant Track Coaches.
 - B. Approval of Architectural Firm Agreement.
 - C. Approval of School Perceptions Contract.
 - D. Approval of 4K Site Agreements.
 - E. Naming of Varsity Soccer Field – Ron Buttchen Soccer Field.
 - F. Approval of Employee Handbook Suggested Proposed Changes:
 - #1. Part 1, All Staff, Pg. 26, Section 5, 5.01, Payroll Cycle, Pay Periods.
 - #2. Part 1, All Staff, Pg. 26, Section 5, 5.01, Payroll Cycle Pay Periods.
 - #3. Part 1, All Staff, Pg. 30, Section 9, 9:01-9:03, Jury Duty.

#4. Clerical Items.

VII. Consent (Action Items):

A. Approval of Policies:

1. #352-School Sponsored Excursions.
2. #352.1-Overnight Excursion Regulations.
3. #352.1 Form-Overnight Excursion-Parent/Guardian Permission.
4. #352.2 (#352.3)-Planning and Supervision of School Trips.

B. Approval of February 8, 2017, Regular Meeting Minutes.

VIII. Policies – Chair, Hammann:

A. Second Reading:

1. #363-Access to Educational Technology.
2. #363.2/554-Acceptable Use and Internet Safety Policy for Students, Staff and Guests.
3. #363.3-Assistive Technology (Technology Concerns for Students With Special Needs).
4. #375-Activities When School is Cancelled or Not In Session.
5. #723.3-Emergency Closings.

IX. Board Development – Chair, Braunschweig:

A. 2016-2017 Continuous System Improvement (CSI) Plan.

B. Develop Board Development Agenda for March 22, 2017, Meeting.

X. Future Agenda's – January 28, 2017, Special Meeting/Financial Retreat and February 8, 2017, Regular Meeting Agendas.

XI. Executive Session - Under Wisconsin State Statute 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility; name to discuss the District Administrator Evaluation and Support Staff.

This notice may be supplemented with additions to the agenda that come to the attention of the Board prior to the meeting. A final agenda will be posted and provided to the media no later than 24 hours prior to the meeting or no later than 2 hours prior to the meeting in the event of an emergency.

Upon reasonable notice, all reasonable efforts will be made to accommodate the needs of people with disabilities through appropriate aids and services. For additional information or to request this service, contact the District Office at 340 Fair Street, 882-3387 or 882-3386. Persons needing more specific information about the agenda items should call 882-3387 or 882-3386 at least 24 hours prior to the meeting.

EVANSVILLE COMMUNITY SCHOOL DISTRICT

Board of Education Regular Meeting Agenda/Briefs
Wednesday, February 22, 2017
6:00 pm
District Board and Training Center
340 Fair Street (Door 36)

- I. **Roll Call:** Mason Braunschweig Melissa Hammann Sandra Spanton Nelson
Eric Busse Jane Oberdorf
John Rasmussen Keith Hennig

II. **Approve Agenda.**

Suggested Motion: I move we approve the agenda as presented.

III. **Public Announcements/Recognition/Upcoming Events:**

- Open Enrollment – February 6 – April 28, 2017
- Back To School Days – August 8, 3:00-7:00 pm and August 16, 10:00-2:00 pm

IV. **Information & Discussion:**

- A. Architectural Firm Agreement - District Administrator, Mr. Roth, Business Manager, Mr. Swanson, and the District's legal counsel has reviewed the attached Agreement. You will act on this later in the meeting.
- B. 2018 Potential Referendum Update – Review Construction Managers RFPs – Matt Wolfert of Bray Architects will present.
- C. School Perceptions Contract – Enclosed is the contract for the District to conduct a community survey(ies). Board action will take place later in the meeting.
- D. 2017-2018 4K Site Agreements – Enclosed is the 2017-2018 4K calendar and the 2017-2018 Site Agreements with Kids Korner, Magic Moments, Pathway Preschool, and Wee Ones. Board action will take place later in the meeting.
- E. Achievement Gap Reduction (AGR) Update – Levi Leonard Elementary School Principal, Ms. Dobbs, and Theodore Robinson Intermediate School Principal, Ms. Dorn, have enclosed information. This is for informational purposes only, as required.

V. **Budget Finance – Chair, Hammann:**

- A. Discussion Items:
1. 2017-2018 Preliminary Budget – Mr. Swanson will present. Mr. Roth would like to discuss possible budget reductions/strategies.

2. Evansville Education Foundation Update – *Ms. Hammann will present.*
3. Certified Staff Compensation Committee Update – *Mr. Swanson presented to the certified staff on January 31 and February 2, the model. Enclosed are the minutes of the January 23 meeting. The Committee has completed their work at this time.*
4. Administrators Compensation Committee Update – *The Committee met on February 6. Enclosed are the unapproved minutes. Their next meeting is March 6.*
5. Insurance Committee Update – *Enclosed are the minutes of December 5. Their next meeting is February 27.*

B. Develop Budget Finance Agenda Items for March 22, 2017, Meeting.

VI. Business (Action Items):

A. Approval of Staff Changes: Hiring of High School Head and Assistant Track Coaches –
Please approve the hiring of:

1. Jason Knott, as the High School Head Track Coach. *Jason will replace Megan O'Brien starting March 6, 2017. Jason brings 10 plus years of varsity track coaching experience from Edgerton High School to lead our EHS track program. Jason will be paid a stipend of \$3,214.*
2. Greg Vossekui, as the High School Assistant Track Coach. *Greg will replace Stephanie Aasen starting March 6, 2017. Greg brings 6 years of high school track coaching experience to EHS. Greg will be paid a stipend of \$2,211.*

Suggested Motion: I move we approve the hiring of Jason Knott, High School Head Track Coach, for a stipend of \$3,214 and Greg Vossekui, High School Assistant Track Coach, for a stipend of \$2,211.

B. Approval of Architectural Firm Agreement -

Suggested Motion: I move we approve the Architectural Firm Agreement with Bray Architects, as presented.

Roll Call Vote –

C. Approval of School Perceptions Contract –

Suggested Motion: I move we approve the School Perception Contract as presented.

D. Approval of 4K Site Agreements –

Suggested Motion: I move we approve the 2017-2018 4K Site Agreements with Kids Korner, Magic Moments, Pathway Preschool, and Wee Ones, as presented.

E. Naming of Varsity Soccer Field – Ron Buttchen Soccer Field.

Suggested Motion: I move we approve the naming of the varsity soccer field to Ron Buttchen Soccer Field.

F. Approval of Employee Handbook Suggested Proposed Changes:

- #1. Part 1, All Staff, Pg. 26, Section 5, 5.01, Payroll Cycle, Pay Periods.
- #2. Part 1, All Staff, Pg. 26, Section 5, 5.01, Payroll Cycle Pay Periods.
- #3. Part 1, All Staff, Pg. 30, Section 9, 9:01-9:03, Jury Duty.
- #4. Clerical Items.

Suggested Motion: I move we approve the Employee Handbook suggested proposed changes of:

**#1, Part 1, All Staff, Pg. 26, Section 5, 5.01, Payroll Cycle, Pay Periods
#3, Part 1, All Staff, Pg. 30, Section 9, 9.01-9.03, Jury Duty
and #4, Clerical Items, as presented.**

Suggested Motion: I move we do not approve the Employee Handbook suggested proposed change of: #2, Part 2, All Staff, Pg. 26, Section 5, 5.01, Payroll Cycle Pay Periods, as presented.

VII. Consent (Action Items): Do you want to remove any items?

A. Approval of Policies:

1. #352-School Sponsored Excursions.
2. #352.1-Overnight Excursion Regulations.
3. #352.1 Form-Overnight Excursion-Parent/Guardian Permission.
4. #352.2 (#352.3)-Planning and Supervision of School Trips.

B. Approval of February 8, 2017, Regular Meeting Minutes.

Suggested Motion: I move we approve policies: #352-School Sponsored Excursions, #352.1-Overnight Excursion Regulations, #352.1 Form-Overnight Excursion-Parent/Guardian Permission, #352.2 (#352.3)-Planning and Supervision of School Trips; and the February 9, 2017, regular meeting minutes as presented.

Roll Call Vote -

VIII. Policies – Chair, Hammann:

A. Second Reading:

1. #363-Access to Educational Technology.
2. #363.2/554-Acceptable Use and Internet Safety Policy for Students, Staff and Guests.
3. #363.3-Assistive Technology (Technology Concerns for Students With Special Needs).
4. #375-Activities When School is Cancelled or Not In Session.
5. #723.3-Emergency Closings.

IX. Board Development – Chair, Braunschweig:

A. 2016-2017 Continuous System Improvement (CSI) Plan – Upcoming meetings:

- *Climate and Culture – February 21*
- *Communication and Community Engagement – April 10*
- *Facilities, Operations and Transportation – February 27*
- *Staff and Student Teaching and Learning – March 14*
- *Technology – February 28*

B. Develop Board Development Agenda for March 22, 2017, Meeting.

X. Future Agenda's – January 28, 2017, Special Meeting/Financial Retreat and February 8, 2017, Regular Meeting Agendas.

XI. Executive Session - Under Wisconsin State Statute 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility; name to discuss the District Administrator Evaluation and Support Staff.

Suggested Motion: I move we move into executive session, under Wisconsin State Statute 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility; namely to discuss the District Administrator Evaluation and Support Staff.

Roll Call Vote –

Adjourn –

Suggested Motion – I move we adjourn the meeting –

FOR YOUR INFORMATION:

1. Upcoming Board meetings:

- March 8 – will interview Construction Managers as part of meeting – meeting will last longer
- March 22 – will interview Construction Managers as part of meeting – meeting will last longer
- April 12 –
- April 26 -



AIA[®]

Document B133™ – 2014

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

AGREEMENT made as of the fourteenth day of January in the year Two Thousand Seventeen

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

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

Evansville Community School District
340 Fair Street
Evansville, Wisconsin 53536

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

Bray Associates Architects, Inc.
829 S. 1st Street
Milwaukee, Wisconsin 53204

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

Architect's Project Number 3318
Evansville Community School District

Architectural and engineering services for the Evansville Community School District (ECSD) for a comprehensive kindergarten through twelfth grade (K-12) facilities planning experience to assess and evaluate current educational and athletic buildings and grounds needs. The assessment and evaluation recommendations will be prepared for action by the Board of Education. Resulting action by the Board may lead to the renovation of existing facilities or in construction of new facilities.

The ECSD is considering a referendum for renovation of current buildings and grounds or building of new facilities to:

1. Create a top tier academic environment to support student growth and achievement in the 21st Century.
2. Modernize aging and inefficient facilities.
3. Identify and address facility, technology, space and safety issues in an efficient and cost-effective manner.
4. Remain competitive with area athletic programs and facilities.

The study will evaluate the existing facilities, culminating in a facility condition analysis report that includes a series of options to reach the long-range objectives, including cost estimates for future projects. There is an existing facilities study that was completed in 2007.

Phase 1 shall include:

- Function 1 Assessment of Existing Major Building Systems and Components
- Function 2 Educational Space / Capacity Analysis and Solutions

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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 A201™–2007, General Conditions of the Contract for Construction; A133™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Phase 2 shall include:
Referendum Support
Referendum Assistance Services

Phase 3 shall include:
Project implementation

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

To be determined.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

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2	ARCHITECT'S RESPONSIBILITIES
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4	ADDITIONAL SERVICES
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7	COPYRIGHTS AND LICENSES
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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

In the event School District electors vote at a referendum (whether approval shall be at the initial referendum or a second referendum) in favor of authorizing funds for one or more projects constituting the program or a part thereof (each such approved project being a "Project" under the Agreement), the parties contemplate amending Article 1 of the Agreement to establish the applicable additional terms and conditions of this Agreement as to each such approved Project. If such applicable additional terms and conditions shall not be established in writing as to any Project within sixty (60) days following the passage of the referendum vote (at either the initial or second, as applicable) referendum, or in the event of an unsuccessful referendum, this Agreement may be terminated at the option of either party as to such Project, in which case no additional compensation shall be payable to Architect with respect to such Project beyond the flat fee(s) associated with Phase 1 and 2, as set forth under Section 11.1. Further, notwithstanding referendum approval of a Project or Projects, the Owner may decide not to proceed with

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the Work of such Project(s) in which case no additional compensation shall be payable to Architect with respect thereto.

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

The Architect's scope shall include the professional services to assist the Owner in the development of the Owner's program for the Project. The services shall include:

Function 1 – Assessment of Existing Building – Systems and Components:

The objective of this function is to assess the condition of existing major building systems and components,, determine the project life expectancies of these systems and components, and assist the ECSD with the development of a comprehensive long-range maintenance plan to address identified large capital maintenance needs.

This shall include, but is not limited to:

1. Inspection and evaluation of school facilities, including parking lots, school grounds and athletic facilities, with regard to code compliance, potential hazards, life/safety/security, and compliance with depreciation schedules for roofs, heating systems, Americans with Disabilities (ADA) issues, Title IX, and other facility issues.
2. Full condition analysis and on-site inspections for all facilities, including building envelope, interior and exterior finishes, structural integrity, and operating systems (mechanical, electrical, plumbing, technology, security, fire, safety, communications, and heating, ventilating and air conditioning (HVAC) systems.
3. Analyzing current transportation flow with respect to student drop offs, pick ups, school bus loading and unloading, and parking.
4. Topography and environmental constraints of the existing site.

Function 2 – Educational Space / Capacity Analysis and Solutions:

The objective of this function is to review space utilization and educational delivery identifying space deficiencies and future space requirements, assist with the determination or definition of capacity (ies) at existing school facilities and develop facilities and educational delivery options including preliminary cost estimates for maintaining current facilities as is, remodeling, additions and / or new construction. This function includes developing options for athletic facilities. Additionally, this function includes conceptual architectural renderings for any renovations or additions to the existing facility as well as for any new construction recommended. Such renderings shall include athletic fields, street placement and any recommended changes to them.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The ECSD is located twenty five (25) miles south of Madison on United States Highway 14. The District serves approximately 1,850 students in grades 4K through 12. There is a main campus that includes:

Evansville High School – 550 students

Theodore Robinson Intermediate School – 385 students

Levi Leonard Elementary School Elementary School – 490 students

J.C. McKenna Middle School – 425 students, is located four blocks from the main campus. The 4K students are housed in community day care programs.

§ 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.)

To be determined by mutual agreement of the Owner and construction manager.

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

The facilities study process shall begin immediately upon selection of Architect. The targeted time

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frame for the facilities study is June through September 2017, with a presentation of the study to the Board in mid-October 2017. The Owner and Architect shall develop a more defined timeline for the District facilities study, as well as refine and clarify the scope of services.

.2 Commencement of construction:

To be determined by mutual agreement of the Architect, Owner and construction manager.

.3 Substantial Completion date or milestone dates:

To be determined by mutual agreement of the Owner and construction manager.

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

To be determined by mutual agreement of the Owner, construction manager and the Architect. Per Paragraph 5.4.1, risks associated with fast-track scheduling and the preparation of multiple bid packages may require additional compensation.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

Sustainable objectives will be determined by Owner and Architect during Phase 1.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Jerry Roth
Evansville Community School District
340 Fair Street
Evansville, Wisconsin 53536

§ 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 information.)

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other 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)

to be determined.

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

Construction Manager shall be the Cost Consultant

- .3 Land Surveyor:

To be determined at Owner's discretion.

- .4 Geotechnical Engineer:

To be determined at Owner's discretion.

(Paragraphs deleted)

- .5 :

- .6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Matthew Wolfert, AIA, LEED AP
Bray Associates Architects, Inc.
829 S. 1st Street
Milwaukee, Wisconsin 53204

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

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

To be determined

- .2 Mechanical (HVAC) Engineer:

Fredericksen Engineering Inc.
12308 Corporate Parkway
Suite 400
Mequon, Wisconsin 53092

- 3 Plumbing, Fire Protection, Data and Communication, Security System Designer, and Electrical Engineer:

Muermann Engineering, LLC
Post Office Box 235
Kiel, Wisconsin 53042

- 4 Civil Engineer:

Point of Beginning, Inc.
5709 Windy Point Drive
Stevens Point, Wisconsin

§ 1.1.12.2 Consultants retained under Additional Services:

§ 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 such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 Architect's services under this Agreement shall be performed in conformance with the standards of care and quality practiced by design professionals experienced with projects similar to the Project. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. All Drawings and Specifications and other documents prepared by Architect for the Project which are utilized by Owner and / or the Construction Manager shall be reasonably accurate and complete as is customary for typical construction documents. Architect shall notify Owner and Construction Manager in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in a manner that allows for completion of the Project in accordance with the approved Project schedule.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. 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 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement.

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

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage 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 liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2. The Architect maintains a commercial umbrella policy with the following limits:
\$5,000,000.00 each occurrence
\$5,000,000.00 aggregate
Policy underlies the General Liability, Automobile and Employers Liability

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than Wisconsin Statutory Limits (\$).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The Comprehensive General Liability and Professional Liability coverages required under this Agreement shall be maintained for not less than two (2) years following the date of Substantial Completion of the Work of the Project(s).

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3. Services not set forth in this Article 3 are Additional Services.

Services to be included are the following:

- Civil engineering
- Structural engineering
- Plumbing design and engineering
- Fire protection design and engineering
- Heating, ventilating and air conditioning (HVAC) design and engineering
- Electrical design and engineering
- Technology wiring design and engineering
- Security system design – e.g. card readers, closed circuit television, etc.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, 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 consultants. The Architect shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's 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 to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 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 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

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

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall comply with applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 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 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 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.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, 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.

§ 3.3.3 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, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 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.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. 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 perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, 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 other sustainable design services under Article 4.

§ 3.3.5.2 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 schedule and budget for the Cost of the Work.

§ 3.3.6 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.

§ 3.3.7 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, identify agreed upon adjustments to the Project's size, quality, or budget, 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 the required revisions in the Design Development Phase.

§ 3.3.8 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.

§ 3.4 Design Development Phase Services

§ 3.4.1 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 pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. 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 such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 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.

§ 3.4.3 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.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 Owner's approval and the Construction Manager's review. 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager 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.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. The Drawings, Specifications and Construction Documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations in force as of the date of preparation of such documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms. The Architect shall provide such assistance and cooperation to the Owner and the Construction Manager in the development and preparation of bidding information and forms and Conditions of the Contract, and in reviewing bids and awarding contracts, as may be necessary or beneficial to the orderly progress and completion of the Construction Documents Phase and the Bidding Phase.

§ 3.5.4 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.

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

§ 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 Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2007, 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 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 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 Construction Manager's 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 of any other persons or entities performing portions of the Work.

§ 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 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) 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. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such 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 Construction Manager, Subcontractors, material and equipment 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 either the Owner or 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 both Owner and Construction Manager, 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 Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

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

§ 3.6.3.2 The issuance of a 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 material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

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

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§ 3.6.4 Submittals

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only 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 Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any 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 Construction Manager 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 shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to reasonably rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect 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 requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied 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 may authorize 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. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall advise the Owner in writing of any and all changes in the Work authorized by the Architect without Owner's prior approval.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, 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 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 Construction Manager 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 to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Architect	Included in basic services
§ 4.1.2 Programming	Architect	Included in basic services
§ 4.1.3 Multiple preliminary designs	Architect	Included in basic services
§ 4.1.4 Measured drawings	Not Provided	
§ 4.1.5 Existing facilities surveys	Architect	Included in basic services
§ 4.1.6 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.7 Building Information Modeling (E203™-2013)	Not Provided	
§ 4.1.8 Civil engineering	Architect	Included in basic services
§ 4.1.9 Landscape design	Not Provided	
§ 4.1.10 Architectural Interior Design	Architect	Included in basic services
§ 4.1.11 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.12 Detailed cost estimating	Not Provided	
§ 4.1.13 On-site project representation	Architect (bi-weekly)	Included in basic services
§ 4.1.14 Conformed construction documents	Not Provided	
§ 4.1.15 As-Designed Record drawings	Not Provided	
§ 4.1.16 As-Constructed Record drawings	Not Provided	
§ 4.1.17 Post occupancy evaluation	Not Provided	
§ 4.1.18 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.19 Tenant-related services	Not Provided	
§ 4.1.20 Coordination of Owner's consultants	Not Provided	
§ 4.1.21 Telecommunications/data design	Architect	Included in basic services
§ 4.1.22 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.23 Commissioning (B211™-2007)	Not Provided	
§ 4.1.24 Sustainable design services	Architect	Included in basic services
§ 4.1.25 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	

§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	
§ 4.1.28	Audio-visual equipment design and engineering	Owner	
§ 4.1.29	Sound system design and engineering services	Not Provided	
§ 4.1.30	Theatrical lighting, rigging design and engineering services	Not Provided	
§ 4.1.31	Food service equipment design services	Not Provided	
§ 4.1.32	Natorium / pool design and engineering services	Not Provided	
§ 4.1.33	Environmental analysis and abatement	Owner, if required	
§ 4.1.34	Department of Natural Resources permitting	Owner, if required	
§ 4.1.35	Wetland delineation services	Owner, if required	
§ 4.1.36	Bureau of Endangered Resources (BER) review	Owner, if required	
§ 4.1.37	Chapter 30 permitting	Owner, if required	
§ 4.1.38	Notice of Intent (NOI) application and supporting documentation services	Owner, if required	
§ 4.1.39	Archeological and / or historical studies	Owner, if required	
§ 4.1.40	Detailed roof survey and building envelope analysis	Not Provided	
§ 4.1.41	Design of non-conventional or deep foundation systems	Not Provided	
§ 4.1.42	Storm water management calculations and report	Owner, if required	
§ 4.1.43	Boundary and / or topographic surveys	Owner	
§ 4.1.44	Soil boring and other geotechnical services	Owner	
§ 4.1.45	Traffic impact studies	Owner, if required	
§ 4.1.46	Design of public roadways, streets, intersections or traffic signals	Owner, if required	
§ 4.1.47	Municipality, utility and other impact fees	Owner, if required	
§ 4.1.48	Storm water management design services	Architect	Included in basic services
§ 4.1.49	Security system – e.g. keyless entry, security camera	Architect	Included in basic services
§ 4.1.50	Acoustical design	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Description of scope of Architect's services provided in Article 3.

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The parties further agree that, notwithstanding any other term of this Agreement, the Owner shall not be obligated to compensate the Architect for any Additional Services unless the Owner provides advance written consent for such services.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the

Owner's schedule or budget for Cost of the Work, 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, Guaranteed Maximum Price proposal, or Control Estimate 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 the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .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 or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients shall be included in Basic Services;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager shall be provided as Basic Services;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing shall be provided as Basic Services;
- .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 bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's 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;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 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 Construction Manager
- .2 every other week () visits to the site by the Architect over the duration of the Project during construction
- .3 two (2) 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 two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within sixty (60) months of the date of a successful referendum , 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. 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.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update 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 furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 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 Construction Manager 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.

§ 5.5 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 provided, however, that all matters subject to law to School Board approval, or involving a change in the contract terms or price, shall be subject to such approval and addressed at a meeting of the School Board.

§ 5.6 If and to the extent required for the Work on any site of any Project, 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 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.

§ 5.7 If and to the extent required for the Work on any site of any Project, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 5.8 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.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

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

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 Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner. Notwithstanding the foregoing or other provisions of this Article 6, the Cost of the Work shall not exceed the Guaranteed Maximum Price established by the Construction Contract, including building materials directly purchased by the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 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 an Owner's contingency 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. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2

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§ 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, 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 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
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications 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 modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service 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 the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. 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 Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law. 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 A201-2007, 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. The foregoing shall not be effective to the extent that its provisions may negate the payment of insurance proceeds or to the extent insurance proceeds do not fully cover any insured loss incurred.

§ 8.1.3 To the fullest extent permitted by law, Architect shall hold harmless and indemnify Owner from and against all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by third parties against Owner arising out of negligent acts, errors or omissions or breach of the obligations set forth in this Agreement by Architect, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. However, Architect shall not be required to indemnify Owner from the consequences of Owner's own negligence.

In addition, Architect shall protect, defend, indemnify, and hold harmless Owner from and against any claims, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) in the event that a claim or mechanic's lien is asserted by one of Architect's subconsultants for non-payment by Architect to that subconsultant after Owner has made payment to Architect on account of that subconsultant's work.

§ 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

(Paragraph deleted)

§ 8.2.1.

§ 8.2.2

§ 8.2.3

§ 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

§ 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 the 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 questions 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.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, and following twenty (20) days written notice thereof from the Architect to the Owner, 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 Architect shall be paid 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

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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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7.

§ 9.8 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 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that 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 A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the 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.

§ 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 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.

§ 10.8

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ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

Phase 1: Function 1, Assessment of Existing Major Building Systems and Components and Function 2, Educational Space / Capacity Analysis and Solutions: Compensation shall be a fixed fee in the amount of Eight Thousand Five Hundred Dollars (\$8,500.00).

Phase 2: Referendum Support and Assistance Services: Compensation shall be a fixed fee in the amount of Four Thousand Five Hundred Dollars (\$4,500.00).

Phase 3: Project Implementation: The final scope and budget of work will be determined during Phase 1 and 2, and compensation shall be based on the following percentage of the Cost of the Work for calculation of architectural and engineering fee:

Cost of the Work	New Construction	Addition / Renovation
Under \$1,000,000	7.5%	8.00%
\$1,000,001 to \$3,000,000	7.00%	7.50%
\$3,000,001 to \$5,000,000	6.50%	7.00%
\$5,000,001 to \$10,000,000	5.50%	6.00%
\$10,000,001 to \$20,000,000	5.00%	5.50%
\$20,000,001 and above	4.80%	5.25%

The applicable percentage fee shall be determined on a per school / facility basis.

During Phase 3, the Architect shall be compensated for the design of:

- unaccepted additive alternates,
- accepted deductive alternates, and
- aspects of the Project designed but removed from the Project through value engineering or similar processes.

Compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5, based on (1) the lowest bid, or (2) if no such bids are received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project.

§ 11.2 For Additional Services designated in Section 4.1, 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.)*

Additional services shall be provided upon prior written approval of the Owner of such services and the cost thereof to the Owner.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

Additional services shall be provided upon prior written approval of the Owner of such services and the cost thereof to the Owner.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3 as stated below:

Additional services shall be provide upon prior written approval of the Owner of such services and the cost thereof to the Owner.

§ 11.5 Where compensation for Basic Services (Phase 3) is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty percent (20	%)
Design Development Phase	Twenty percent (20	%)
Construction Documents Phase	Forty Five percent (45	%)
Construction Phase	Fifteen percent (15	%)
Total Basic Compensation	one hundred percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, 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 is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. 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 Architect represents and covenants that the hourly billing rates charged under this Agreement shall conform with the Architect's then current market rates offered to its institutional clients on similar projects or shall be in a fixed amount that is reasonable under the circumstances.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

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

- .1
- .2 Dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents (applies to Phase 3 only);
- .5 Postage, handling and delivery (applies to Phase 3 only);
- .6
- .7 Non computer generated renderings, models, mock-ups and professional photography requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 and
- .11 Other similar Project-related expenditures.

Direct Owner Expenses:

Project expenses that are incurred directly by the Owner include the following:

- Fees paid for securing approval of authorities having jurisdiction over the Project;
- Boundary and / or topographic survey;
- Soil borings and other geotechnical services;

- Environmental analysis and abatement – e.g. contaminated soils, buried tank, asbestos, lead, etc.
- Services associated with building commissioning;
- Municipality, utility and other impact fees;
- Wisconsin Department of Natural Resources or other similar environmental permitting.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.8.3

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To be determined by mutual agreement between Owner and Architect.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 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.

§ 11.10.2 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. Promptly upon receipt, Owner shall review Architect's Invoice. If Owner disputes in good faith all or any portion of any invoice, Owner shall notify Architect within thirty (30) days of receipt of the disputed invoice. Such notification shall clearly indicate that portion of the invoice which Owner disputes or for which Owner claims a setoff and shall include a reasonably detailed explanation of the reasons for disputing such portion or for the setoff respectively. Any invoice or portion of an invoice not disputed by Owner in the manner and within the time period set forth above shall be paid by Owner within thirty (30) days of receipt; provided, that such payment shall not act as Owner's waiver of any claims that may be asserted against Architect for the performance of defective or deficient services. Owner shall not be required to make payment to Architect on account of any amount disputed in good faith by Owner in the manner and within the time period set forth above until the matter in dispute has been resolved by the parties. Any amount so disputed shall not be deemed to be an amount due Architect under this Agreement until the matter is so resolved by the parties. If the resolution of the matter indicates that Architect is entitled to be paid all or any portion of such disputed amount, then such amount to be paid to Architect shall be due and payable within ten (10) days after resolution of the matter.

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

12 % twelve percent annual

§ 11.10.3 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

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 Owner and Architect.

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

- .1 AIA Document B133™-2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E201 – 2007 Digital Data Protocol Exhibit,

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Wisconsin Sales and Use Tax Exemption Certificate (Form S-211)

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

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Matthew D. Wolfert, AIA, LEED AP
President

(Printed name and title)



AIA[®]

Document E201[™] – 2007

Digital Data Protocol Exhibit

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the fourteenth day of January the year Two Thousand Seventeen.
(In words, indicate day, month and year)

BETWEEN:

(Name, address and contact information, including electronic addresses)

Evansville Community School District
340 Fair Street
Evansville, Wisconsin 53536

AND:

(Name, address and contact information, including electronic addresses)

Bray Associates Architects, Inc.
829 S. 1st Street
Milwaukee, Wisconsin 53204
mwolfert@brayarch.com

For the following Project Number:
(Name and location or address)

Architect's Project Number 3318

Evansville Community School District
340 Fair Street
Evansville, Wisconsin 53536

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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User Notes:

(1765168967)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION OF DIGITAL DATA
- 3 PROJECT PROTOCOL TABLE

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

§ 1.2 DEFINITIONS

§ 1.2.1 **Digital Data.** Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.2.2 **Confidential Information.** Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

§ 1.2.3 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, "written" or "in writing" shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this Exhibit using a transmission method set forth in this Exhibit that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this Exhibit conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, the receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party's modification to, or unlicensed use of, the Digital Data.

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ARTICLE 3 PROJECT PROTOCOL TABLE

§ 3.1 The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
§ 3.1.1 Project Agreements and Modifications	PDF	O/A/C	EMA	O/A/C	S/R	#1
§ 3.1.2 Project communications				C		
General communications	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Meeting notices	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Agendas	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Minutes	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Requests for information	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Other:						
§ 3.1.3 Architect's pre-construction submittals						
Schematic Design Documents	PDF	A	EMA/CD/FTP	O/C	S/R	#1
Design Development Documents	PDF	A	EMA/CD/FTP	O/C	S/R	#1
Construction Documents	PDF	A	EMA/CD/FTP	O/C	S/R	#1
§ 3.1.4 Architect's Drawings and Specifications						
Contract Documents	PDF	A	EMA/CD/FTP	O/C	S	#1
Drawings	PDF	A	EMA/CD/FTP	O/C	S	#1
Specifications	PDF	A	EMA/CD/FTP	O/C	S	#1
Other:						
§ 3.1.5 Contractor's submittals						
Product data						
Submitted by Contractor	W/PDF	C	EMA/CD/FTP	A/O	R/I/M	#1
Returned by Architect	W/PDF	A	EMA/CD/FTP	O/C	R/I/M	#1
Shop drawings						
Submitted by Contractor	W/PDF	C	EMA/CD/FTP	A/O	R/I/M	#1
Returned by Architect	W/PDF	A	EMA/CD/FTP	O/C	R/I/M	#1
Other submittals:						
§ 3.1.6 Subcontractor's submittals						
Product data						
Submitted by Subcontractor						
Returned by Contractor						
Shop drawings						
Submitted by Subcontractor						
Returned by Contractor						
Other Submittals:						
§ 3.1.7 Modifications						
Architect's Supplemental Instructions	W/PDF	A	EMA/CD/FTP	O/C	S/R	#1

Init.

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User Notes:

(1765168967)

Requests for proposal	W/PDF	A	EMA/CD FTP	O/C	S/R	#1
Proposal	W/PDF	A	EMA/CD FTP	O/C	S/R	#1
Modification communications	W/PDF	A/O/C	EMA/CD FTP	O/C	S/R	#1
§ 3.1.8 Project payment documents	PDF	A/O/C	EMA	O/A/C	S/I	#1
§ 3.1.9 Notices and Claims	PDF	A/O/C	EMA	O/A/C	S/I	#1
Other:						
§ 3.1.10 Closeout documents	PDF	A/O/C	EMA/CD/ FTP	O/A/C	S/R/I	#1
Record documents	PDF	A/O/C	EMA/CD FTP	O/A/C	S/R/I	#1

§ 3.2 PROJECT PROTOCOL TABLE DEFINITIONS

(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)

Data Format:

(Provide required data format, including software version.)

W .doc, Microsoft® Word
PDF .pdf, Adobe® Acrobat Reader compliant

Transmitting Party:

O Owner
A Architect
C Contractor

Transmission Method:

EM Via e-mail
EMA As an attachment to an e-mail transmission
CD Delivered via Compact Disk
PS Posted to Project Web site
FTP FTP transfer to receiving FTP server

Receiving Party:

O Owner
A Architect
C Contractor

Permitted Uses:

(Receiving Party's permitted use(s) of Digital Data)

S Store and view only
R Reproduce and distribute
I Integrate (incorporate additional digital data without modifying data received)
M Modify as required to fulfill obligations for the Project

Init.

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User Notes:

(1765168967)

Notes:

(List by number shown on table.)

#1 Editable .dwg, .dxf, .rvt or any other CAD compliant file type will be communicated at the discretion of the Architect. All communication and use of such files is done at the sole risk of the user. Architect shall bear no liability and be held harmless for modifications or interpretations of such documents.

Init.

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User Notes:

(1765168967)

REQUEST FOR PROPOSAL
Construction Management-At Risk Services

From: Evansville Community School District
340 Fair Street
Evansville, WI 53536

Date: February 1, 2017

Re: Construction Management-At Risk Services RFP

Description of Project

The Evansville Community School District (ECSD) has begun the process of developing a District-wide facilities study and master plan. It is anticipated that this planning exercise will result in the pursuit of a buildings and grounds Referendum in the near future. Specific projects have yet to be identified, but all grade levels and District buildings and grounds are being considered. It is anticipated that there will be the potential for renovations and/or additions and/or new school construction.

Scope of Service

This Request for Proposal (RFP) is for construction management-at risk services, as required for the projects to be identified as part of the facilities study and master plan. Each firm's pre-construction services and construction management professional services, along with traditional construction functions, will be carefully evaluated to ensure that the overall project value can be optimized. It is intended that the construction management services contract format will be based on the AIA A133™ - 2009 (Standard Form of Agreement Between Owner and Construction Manager), with a Guaranteed Maximum Price (GMP).

The construction manager will be expected to hold all subcontracts and provide a single bond for the entire project as a single source of construction responsibility.

Self Performed Work

The District will permit the selected construction manager to self-perform work on the project(s) if you are the lowest qualified bidder. The District will require at least two competitive bids for all trades the selected construction manager is interested in self performing. Both the selected construction manager and the competing trade contractors will be required to submit their bids directly to the District and Bray Architects.

Bray Architects has been engaged by the ECSD for a facilities study and master planning services and will serve the District as the architect for resulting projects. The selected construction manager will be expected to assist in price estimating and construction feasibility analysis as part of their pre-construction services.

RFP Timeline

January 30, 2017: District issues RFP

February 15, 2017: Deadline for submission of questions regarding the RFP

March 1, 2017: Proposal submission deadline (12 Noon)

March 8 and 22, 2017: Interviews with selected construction managers. Tentatively 7:00 & 8:00 PM

April 11, 2017: Board approves construction manager

Owner Contact

Mail to: Jerry Roth
Evansville Community School District
340 Fair Street
Evansville, WI 53536

Direct RFP questions to: Jerry Roth
(608) 882-3386
rothj@evansville.k12.wi.us

Email electronic pdf to: Jerry Roth, rothj@evansville.k12.wi.us

Submit: One (1) original and eleven (11) copies of your proposal

PROPOSAL FORMAT

Proposals for construction services shall be provided in a letter size (8 1/2" x 11") bound document with sections limited to the requirements below:

Section 1.0 – Company Description

- A. **Firm** -- Identify the firm's name and the address of its principal office and any branch offices, and a brief history of the firm. If the firm has more than one office, specify which office will be responsible for the anticipated project (the "Contact Office"). Indicate the year the Contact Office was established.
- B. **Organization** -- Specify the type of organization (partnership, corporation or other), the year established and the contractor's license number. State the number of years the firm has been involved in ongoing work in the locality or the immediate vicinity of the project.
- C. **Contact Office** -- State the size and adequacy of the firm's contact office to perform the proposed work. List the disciplines represented by your staff and any areas of specialized expertise. Indicate specifically how many full-time staff members are stationed at the contact office. If the contact office is not the firm's main headquarters, provide the name and title of the most senior manager stationed full-time at the contact office.

Section 2.0 – Proposed Project Team

- A. List specific personnel proposed for the project team. Indicate the project assignment, role or area of responsibility of each individual. Also state the current assignments for personnel proposed for the project.
- B. Provide an organization chart graphically indicating how the firm would staff and structure the proposed team for pre-construction and construction phases of the project. Include delegation of responsibility and assignment for authority. Clearly identify who will be the District's contact person during the pre-referendum, referendum support, pre-construction, and construction phases.
- C. Provide a resume for each proposed team member, specifically stating the experience and qualifications of individual personnel in providing pre-construction and/or construction services. Include at least three (3) client and three (3) architect references for each proposed team member.
- D. The selection of the construction manager for this project will be largely based on the proposed team members. Therefore, specifically indicate how you will assure the owner that the proposed team members will dedicate the proper amount of time to this project and will not be reassigned to another project.

Section 3.0 – Self-Performed Work

- A. **Work with own forces** -- Indicate which elements of work your firm would propose to perform with its own forces if authorized by the owner. Describe your experience performing similar self-performed work in the last three (3) years.

Section 4.0 – Volume

- A. **Volume** -- For the contact office, provide a statement indicating the annual volume of completed construction in the last five (5) years, and present and projected work. Indicate the specific extent of the contact office's involvement (prime contractor, joint venture partner, subcontractor, other). Indicate the percent of the total annual dollar volume and the total number of projects the contact office secured by:
 1. Negotiated G/C or Negotiated CM.
 2. Competitive lump sum bid.

- B. Include a copy for AIA Document A305, "Contractor's Qualification Statement."

Section 5.0 – Similar Project Experience

- A. Specific Project List -- Provide the following information for a minimum of five (5) projects completed by the contact office in the last five (5) years that are the most similar to the proposed project.
1. Building name and address. Contractor's project name if different.
 2. Building owner and architect, address, contact name and telephone number.
 3. Type of project, size of building components, site, and construction area.
 4. Scope of service performed on the project, including pre-referendum, referendum support, and pre-construction services. Differentiate between work performed by your own forces and subcontract work. Indicate whether your contract was prime or involved a joint venture with another firm and whether construction management, general contracting, a combination or other services were involved.
 5. List final project cost. Describe key cost management challenges and how you dealt with these issues. If the owner's representative for this project were to be contacted, what would they say regarding the project budget and final cost?
 6. List construction schedule duration. Indicate key scheduling challenges and how you dealt with these issues. If the owner's representative for this project were to be contacted, what would they say regarding the construction schedule?
 7. Construction format (lump sum, GMP, cost plus, etc.).
 8. Identify the basis on which your firm was selected (bid, negotiated).
 9. Indicate the names of your project manager and superintendent on each project.
 10. Indicate what percentage of the work was accomplished with your own forces and in what trades.
- B. Referendum support -- outline your experience supporting K-12 clients in conducting successful information campaigns. Specifically address the services/support your organization will provide to assist the District and Bray Architects. What do you feel are the three (3) most important elements your organization can bring to a campaign?

Section 6.0 – Fee Proposal

- A. Cost will be one of many factors considered by the District when making their final selection. Please provide your fee proposal on the forms included and provide supplemental information as necessary. The spreadsheet should not be considered inclusive of all costs the successful construction manager may incur on the project. It is your responsibility to clearly identify all costs so that the District can clearly understand them prior to award of a contract. You should submit three separate proposals:
1. Monthly costs by category regardless of project type / size
 2. Proposal for hypothetical project #1 -- New middle school
 3. Proposal for hypothetical project #2 -- Middle school addition/renovation

Section 7.0 – Other Information

- A. Bond Premium Rates -- Provide a schedule of current bond premium rates. Include your current total bonding capacity and current available capacity. Also identify your current bonding company representative.

- B. Claims -- Please list all pending or past legal action (lawsuits, claims or liens) or arbitration proceedings your firm, your contact office, and/or any affiliates or subsidiaries have been involved in during the past three (3) years involving an owner or architect.
- C. Financial Statement -- Although financial statements are not required to be submitted with the proposal, the firms selected for further consideration will be required to furnish their latest audited financial statement.

Section 8.0 – Differentiation

- A. Specifically indicate how you feel your experience, approach or process differentiates your firm from other construction firms.
- B. Describe your firm's approach to local business involvement in this process. Highlight any experience within the ECSD or Rock/Dane/Green Counties that you feel will benefit this process.
- C. Indicate why you are interested in this particular project and have the motivation to provide exceptional service.

SUMMARY OF PRE-CONSTRUCTION SERVICES PROVIDED BY THE CONSTRUCTION MANAGER

1.00 PRELIMINARY EVALUATION

The contractor shall provide a preliminary evaluation of the owner's program budget requirements.

2.00 CONSULTATION

The contractor shall attend regular meetings with the owner and the architect. The contractor shall consult with the owner and architect regarding site use and improvements and the selection of materials, building systems and equipment. The contractor shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies.

3.00 PRELIMINARY PROJECT SCHEDULE

The contractor shall prepare, and periodically update, a preliminary construction schedule for the owner's review and approval. As design proceeds, the preliminary construction schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a construction GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, owner's occupancy requirements showing portions of the project having occupancy priority, and proposed date of substantial completion.

4.00 PHASED CONSTRUCTION

The contractor shall make recommendations to the owner and architect regarding the phased issuance of drawings and specifications to facilitate phased construction of the construction work, if such phased construction is appropriate for the project, taking into consideration such factors as economies, time of performance, availability of labor and materials and provisions for temporary facilities.

5.00 PRELIMINARY COST ESTIMATES

.01 When the owner has sufficiently identified the project requirements and the architect has prepared other basic design criteria, the contractor shall prepare for the review and approval of the owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

.02 When schematic design documents have been prepared by the architect, the construction manager shall prepare for the review of the architect and review and approval of the owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the contractor shall update and refine this estimate at appropriate intervals as instructed by the owner.

- .03 When design development documents have been prepared by the architect; the construction manager shall prepare a detailed estimate with supporting data for review by the architect and the review and approval by the owner. During the preparation of the construction documents, the contractor shall update and refine this estimate at appropriate intervals as instructed by the owner.
- .04 If any estimate submitted to the owner exceeds previously approved estimates or the owner's budget, the contractor shall make appropriate recommendations to the owner.

6.00 SUBCONTRACTORS AND SUPPLIERS

The construction manager shall seek to develop subcontractor interest in the project and shall furnish to the owner and architect for their information, a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the construction work. The owner will promptly reply in writing to the construction manager if the architect or owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the owner or architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the owner or architect later to object to or reject any proposed subcontractor or supplier.

7.00 LONG LEAD TIME ITEM(S)

The construction manager shall recommend to the owner and architect a schedule for procurement of long-lead time items which will constitute part of the construction work as required meeting the project schedule. If such long lead-time items are procured by the owner, they shall be procured on terms and conditions acceptable to the construction manager. The construction manager shall expedite the delivery of long lead-time items.

8.00 GUARANTEED MAXIMUM PRICE / PROPOSAL AND CONTRACT TIME

Upon completion of the design development phase, the contractor shall propose a construction GMP, which shall be the sum of the estimated cost of construction services and the contractor's fee.

Evansville Community School District

Community Survey Proposal

Prepared by:



317 East Washington Street
Slinger, Wisconsin 53086

October 19, 2016

Project/Contractor Summary

The Evansville Community School District serves over 1,800 students in PK – 12th grade. The District is interested in conducting a survey to gather input and feedback from parents, staff and the community as they prepare for a referendum to update their schools. Conceptually, project strategy development would take place in the spring/summer 2017, survey development would take place in the fall of 2017 with the assistance of a Community Advisory Committee (CAC) and the survey would be deployed in the spring 2018. However, this timeline may be adjusted to include a short survey deployed in the fall of 2017 to help the CAC narrow and define realistic options.

School Perceptions LLC is a Wisconsin-based, independent educational research firm that works with school districts, regional service agencies, as well as state and national organizations. **Our mission is to help educational leaders gather, organize and use data to make strategic decisions.**

Executives, Staffing, and Management

Project management and survey development will be led by Bill Foster, the President, owner and Founder of School Perceptions. After graduating from the University of Wisconsin – Platteville with dual degrees in Engineering and Business Administration, Bill served the Kelch Corporation for 14 years as Vice-President and General Manager. During his time at Kelch, Bill volunteered at a local high school, first working with special needs students and later designing and teaching a class offered to gifted high school seniors. It was during these experiences that Bill developed an appreciation and passion for education.

Sue Peterson will provide strategic communications and additional project management support. Sue brings a strong background in community organizing, program development, grant writing and communications to School Perceptions. She received both her bachelor's and master's degrees from the University of Wisconsin – La Crosse. She has helped non-profits, governmental agencies and school districts with strategic planning, program and charter school development, fundraising, referendum planning and branding.

Chelsea Davis is the Data Analyst at School Perceptions. Chelsea graduated from the University of Wisconsin – Whitewater with a degree in Business Administration. While at UW-W, Chelsea played on and captained the Women's Golf Team. She continued her tenure with the team for two more years as the Assistant Coach. After graduating, Chelsea spent two years working at Eco-Latch Systems LLC, a company that produced sustainable packaging products for the purpose of maximizing efficiency and lowering material costs during work in process.

Providing software and technical support is Dr. Tim Mikula, Vice President of Technology for School Perceptions. Tim served as a school board member for twelve years and has been a business partner for seven years. Prior to joining School Perceptions, Tim was the president and CEO of System Management Software, Incorporated, a software company he founded in 1989 and later sold. In addition to private consulting, Tim has served as an adjunct professor of Computer Science and Statistics at St. Thomas University in St. Paul and as an analyst and consultant for 3M where he focused on Artificial Intelligence product development. He earned his bachelor, masters and doctoral degrees in Computer Science, with minors in Cognitive Science and Artificial Intelligence, from the University of Minnesota.

Capabilities and Methodology

We strongly believe in utilizing a process that builds ownership among stakeholders, leading to ownership of an ultimate solution. We know that engaging key community leaders in the message design, surveying the entire community and utilizing survey results to define strategic messages is critical to project success.

We have found that a community survey is a critical first step. We do not advocate a random sampling, a process that, by definition, excludes most members of the community. Instead, School Perceptions specializes in a process that *includes* every member of the community. The process begins with the mailing of a survey to District households. The survey's cover letter explains the nature of the survey and encourages the person to participate online if possible by using a unique survey access code. With this approach, each community member is educated about the needs and challenges of the District. For those people without internet access, a paper survey can be completed and mailed back to School Perceptions for data entry. Our proprietary survey access control system ensures that no one can take the survey more than once. Over the years, we have found our survey methodology to be highly predictive. However, the true benefit of this "engagement" process is to educate community members on the needs of the District. Simply stated, people are more likely to support a plan if they have a voice in creating it.

The following is a summary of five factors that uniquely position School Perceptions to meet the needs of the Evansville Community School District.

- 1) **An objective and unbiased process:** Many times, surveys that are designed and administrated by a District are perceived as biased. Consequently, the results are deemed unusable, thus, breaking trust with the community and undermining the entire process. By using School Perceptions, the process and results are viewed as credible.
- 2) **A proprietary survey platform:** School Perceptions' web-based survey platform has been built from the ground up to serve the unique needs of school districts. Our system has been proven to be extremely reliable.
- 3) **Comparable and longitudinal data:** The School Perceptions survey system allows schools to easily compare their results with other schools: If 80% of your community is satisfied with district communications, is that good or do you have a problem? By using our Master Questions®, we can provide question-level comparisons to other schools of similar size and social-economic settings; however, individual school names are never shared. If the District uses the same survey questions over multiple years, our system will create longitudinal (year over year) comparison reports.
- 4) **A plan after the survey:** Gathering good data is only half of the challenge. Using the data to develop a plan after the survey is critical to the project's success. Based on our experience, we will facilitate a process to allow the District to establish a realistic plan of action.
- 5) **A dedication to service and support:** Technology/information specialists are available Monday-Friday, 8am-5pm CT and real-time monitoring of company servers takes place 24 hours a day, 365 days per year. As a Wisconsin-based Company, our staff is close by, dedicated and ready to help your team through each step of the process.

Timeline

A detailed timeline will be developed with the District's project team once the project begins. Major activities include:

Before the Survey

- ✓ Develop clear goals/define the project's scope
- ✓ Develop an explanation of the process to share with both external/internal audiences
- ✓ Secure mailing list/ mailing service
- ✓ Secure email lists
- ✓ Start drafting surveys
- ✓ Involve other administrators/teacher leaders in survey development/design process
- ✓ Survey review with Board or sub committees (if applicable)
- ✓ Send out external press release/internal communication regarding planning process and survey opportunity
- ✓ Print/stuff survey mailing
- ✓ Program surveys online

Launch the Survey

- ✓ Launch electronic surveys
- ✓ Mail community survey
- ✓ Send out phone messenger reminder to parents to take survey
- ✓ Send out reminder to community members to take survey

After the Survey

- ✓ Draft written report
- ✓ Board Meeting/presentation of written report
- ✓ Post report on website
- ✓ Develop action plan
- ✓ Internal release of findings to staff
- ✓ News release of general findings to parents/public, including plans going forward



References

Over the past ten years, School Perceptions has conducted more than 400 community survey projects, helping districts navigate the strategic planning and referendum processes. We have learned what works and where districts stumble. Below is a list of recent Wisconsin clients:

Oostburg School District

Phone: 920-564-2346

Successful referendum spring 2016

Community Engagement/Strategic Planning 2013

Contact: Kevin Bruggink, Superintendent

Slinger School District

Phone: 262-644-9615

Outcome: Successful referendum spring 2016

Contact: Daren Sievers, Superintendent

Wausau School District

Phone: 715-261-0556

Outcome: Successful referendum spring 2015

Contact: Amy Arlen, Communications Coordinator

Beecher-Dunbar-Pembine School District

Phone: 715-324-5314

Outcome: Successful referendum spring 2015

Contact: Chris Metras, District Administrator

Racine Unified School District

Phone: 262-635-5600

Outcome: Successful referendum spring 2015

Contacts: David Hazen, Chief Operations Officer;
Stacy Tapp, Chief of Communication/ Community Involvement

Randolph School District

Phone: 920-326-2427

Outcome: Successful referendum spring 2015

Contact: Steve Huebbe, District Administrator

Kewaunee School District

Phone: 920-388-3230

Outcome: Successful referendum spring 2015

Contact: Joseph Innis, Superintendent

School District of Mauston

Phone: 608-847-5451

Outcome: Successful referendum spring 2015

Contact: Christine Weymouth, Superintendent

Manitowoc Public Schools

Phone: 920-686-4781

Outcome: Successful referendum spring 2015

Contact: Marcia Flaherty, Superintendent (retired)

Port Washington-Saukville School District

Phone: 262-268-6005

Outcome: Successful referendum spring 2015

Contact: Michael Weber, Superintendent



DeForest Area School District Phone: 608-842-6500 Outcome: Successful referendum spring 2015	Contact: Debbie Brewster, Communications Director
School District of Onalaska Phone: 608-781-9701 Outcome: Successful referendum spring 2014	Contact: Dr. Francis Finco, Superintendent
Lomira School District Phone: 920-269-4396 ext. 104 Outcome: Successful referendum spring 2014	Contact: Bob Lloyd -District Administrator
Stoughton Area School District Phone: 715-232-1642 Outcome: Successful referendum spring 2014	Contact: Dr. Tim Onsager, District Administrator
Ashwaubenon School District Phone: 920-492-2905 ext. 1003 Outcome: Successful referendum spring 2014	Contact: Brian Hanes, Superintendent
Raymond School District Phone: 262-835-2929 ext. 101 Outcome: Successful referendum fall 2014	Contact: Joseph Dawidziak, District Administrator
Random Lake School District Phone: 920-994-4342 Outcome: Successful referendum fall 2014	Contact: Tom Malmstadt, District Administrator
Black River Falls School District Phone: 715-284-4324 Outcome: Successful referendum fall 2014	Contact: Shelly Severson, District Administrator
Watertown Area School District Phone: 920-262-1460 Ext. 3229 Community Engagement/Strategic Planning	Contact: Cassandra Schug, Superintendent
Kaukauna School District Phone: 920-766-6100 Community Engagement/Strategic Planning	Contact: Mark Duerwaechter, Superintendent

Expense Breakdown

Phase 1: Strategy Development: \$1,900

Key elements:

- ✓ Includes one site meeting for planning purposes
- ✓ Assist in developing overall project strategy and timeline

Phase 2: Survey Design: \$2,100

Key elements:

- ✓ Engage key internal stakeholders and the CAC in the planning process
- ✓ Assumes custom survey design for staff, parents and community members, including:
 - Respondent information
 - Prioritization of options
 - Funding support
- ✓ Assist in developing pre-survey community communications
- ✓ Secure mailing list and printer

Phase 3: Survey Administration: \$2,700*

Key elements:

- ✓ Coordinate production, promotion and distribution of each survey instrument to the target group using the most cost-effective means while ensuring adequate and valid responses are obtained
- ✓ Program customized content utilizing the School Perceptions proprietary software system for:
 - All community members (assumes paper and online survey administration)
 - All parents
 - All staff
- ✓ Generate unique survey access codes or kiosk codes for each group
- ✓ Email launch staff survey
- ✓ Email launch to parents
- ✓ Generate an electronic printable version of the survey
- ✓ Help coordinate printing and mailing logistics
- ✓ Perform daily data back-up and software maintenance

* Cost does not include printing or postage

Phase 4: Online Results Access/Written Report/Plan of Action: \$2,900

Key elements:

- ✓ Includes one site meeting/presentation
- ✓ Provide full access to all data online (password protected)
- ✓ Provide full/reverse segmentation capabilities
- ✓ Provide a written report within two weeks after all paper surveys have been received
- ✓ The report covers:
 - ◆ Process overview
 - ◆ Demographics
 - ◆ Comment theme development and analysis
 - ◆ Summary of all data, disaggregated by key subgroups
- ✓ Work with the District to establish a realistic data-driven plan of action

Optional services available for an additional fee:

1. **Short Survey:** If it is determined that an additional short planning survey is needed, this would cost \$3,900 and includes survey design, administration and a written report.
2. **Site Visits:** This proposal includes two site visits. The majority of the project can be done via phone and electronically. If requested, additional site meetings for planning or presentation purposes will be charged at \$600 per visit plus expenses. Another option for evening presentations is to schedule a conference call/web conference, which will be charged at \$200.
3. **Pre-paid Postage Envelopes:** School Perceptions can provide pre-paid envelopes at a cost of \$0.05 each. This option allows respondents who choose to fill out a paper version of the survey to return it directly to School Perceptions for processing.
4. **Paper Survey Data Entry/Processing:** School Perceptions will manually enter all responses and comments for surveys mailed at a rate of \$1.80/survey. If the District chooses to use the pre-paid envelopes, return postage charge will be charged at the actual rate. The current business reply postal rate is: \$0.545 for 1 ounce or less.
5. **Additional Data Analysis:** Additional cross-tab analysis and/or in-depth comment analysis will be charged at \$40 per hour.
6. **Non-English Translation Service:** \$40 per hour
7. **Strategic Communications Services:** Strategic Communications Services can be contracted on monthly basis per separate contract. This does not include production expenses (printing etc.) of communication materials.

Please call 262.644.4300 ext. 7000 if you have any questions. If the proposal is acceptable, please sign and date below and email a scanned copy to info@schoolperceptions.com.

Sincerely,



Bill Foster
President
School Perceptions LLC

Proposal Accepted: **Evansville Community School District**

Signature: _____ Date: _____

ECSD Strong Start 4Kids 2017-2018 School Year

August 2017							September 2017							October 2017						
												1	2	1	2	3	4	5	6	7
		1	2	3	4	5	3	4	5	6	7	8	9	8	9	10	11	12	13	14
6	7	8	9	10	11	12	10	11	12	13	14	15	16	15	16	17	18	19	20	21
18	14	15	16	17	18	19	17	18	19	20	21	22	23	22	23	24	25	26	27	28
20	21	22	23	24	25	26	24	25	26	27	28	29	30	29	30	31				
27	28	29	30	31																
November 2017							December 2017							January 2018						
			1	2	3	4						1	2							
5	6	7	8	9	10	11	3	4	5	6	7	8	9		1	2	3	4	5	6
12	13	14	15	16	17	18	10	11	12	13	14	15	16	7	8	9	10	11	12	13
19	20	21	22	23	24	25	17	18	19	20	21	22	23	14	15	16	17	18	19	20
26	27	28	29	30			24	25	26	27	28	29	30	21	22	23	24	25	26	27
							31							28	29	30	31			
February 2018							March 2018							April 2018						
				1	2	3					1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28				25	26	27	28	29	30	31	29	30					
May 2018							June 2018							July 2018						
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
18	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

Daily Schedule

Morning 8:00 am to 11:00 am
 Afternoon 12:00 pm to 3:00 pm

Dates for 2018

February 20, 2018 – 4K Informational Meeting 6:00-7:30 pm
 March 20, 2018 – Formal Registration for 4K 3:15-5:15 pm



**Strong Start4K Students
 Full Day Fieldtrip**

Evansville Community School District

Strong Start 4Kids

2017-18 Site Agreement

Kids Korner

Evansville Community School District (“District” or “ECSD”) and Kids Korner (“PS/CCP”, “Provider” or “Kids Korner”) enter into this Agreement for the purpose of providing quality, developmentally appropriate, play-based learning experiences to four year olds, through collaboration with community, family, and the Provider. It is agreed as follows:

I. OPERATIONS

- A. The PS/CCP Kids Korner Site Coordinator is: Jammie Fellows.
- B. PS/CCP shall provide a DPI licensed teacher, teacher’s assistant, and Site for Preschool/Four Year Old Kindergarten Services under this Agreement.
- C. The PS/CCP shall provide minimum student contact time of 437 hours per year. In addition, PS/CCP will provide 87.5 hours per year of outreach programming (e.g. home visits, training, team planning, parent outreach, etc.), the specific times and curriculum for which will be mutually agreed to in writing by PS/CCP and ECSD. Minimum time for the program will be 524.5 hours per year.
- D. The Kids Korner 4-K hours shall be one morning session from 8:00-11:00 a.m. and/or one afternoon session from 12:00-3:00 p.m.
- E. Daily attendance records will be kept at the Site and shall be entered into ECSD student management software weekly by ECSD. Weekly attendance must be reported to ECSD on Friday of each week. Immediate follow-up with absences on a daily basis is expected of the PS/CCP. ECSD confidentiality policies regarding student data will apply to all staff involved with the Program. The PS/CCP will employ all staff involved in the Program and will administer all employment policies consistent with applicable law, including but not limited to the completion and review of criminal background checks of all employees and volunteers involved with the Program, consistent with the requirements of the District’s policy for District employees.
- F. Registration, health and developmental records shall be provided to ECSD by the Provider and will be maintained at ECSD in accordance with state and federal requirements.
- G. The PS/CCP will provide the ECSD with a verified list of students:
 - Enrolled on the third Friday of September 2017 and
 - Enrolled on the second Friday of January 2018.
- H. Children residing within the District or otherwise eligible to enroll may only enroll in the 4-K program if the child will turn 4 years old by September 1 of the relevant school year. Non-Evansville residents may enroll in the Evansville 4-K program under open-enrollment law and applicable policy.
- I. Any exceptions to the requirements of this Agreement must be submitted to and approved in writing by both parties to this Agreement.
- J. The 4k Site Directors shall schedule monthly meetings with the 4K Coordinator for the purpose of collaboration.

II. LOCATION/FACILITIES

- A. The Kids Korner facilities at which the services are to be provided pursuant to this Agreement are located at 320 Fair Street, Evansville, WI 53536.

The PS/CCP shall maintain an appropriate environment for four-year-olds including but not limited to compliance with or maintenance of:

- State required building codes and regulations
- State required classroom space
- Mutually agreed upon storage space
- Indoor play space and equipment appropriate for early childhood
- Space which complies with the First Amendment to the United States Constitution and all other legal requirements applicable to public school space. For example, any bulletin board in the 4K classroom used for religious education must be covered during 4K class time and other 4K activities.
- Appropriate space for support services and parent/guardian meetings or other similar activities
- Accessibility for persons with disabilities
- Maintenance of classroom and materials as appropriate
- Repairs of materials and equipment as needed

B. Custodial services will be provided daily by the PS/CCP.

C. The 4K center will comply with the District's & state licensing schedule of fire, tornado and lockdown drills and events.

D. 4K center interior and/or exterior doors will be secured from 8:00-11:00 a.m. and from 12:00-3:00 p.m.

III. STAFF

A. The ECSD Early Childhood/4-K Coordinator is the Levi Leonard Elementary Principal.

B. The PS/CCP Site Coordinator is Jammie Fellows.

C. A teacher with one of the following Department of Public Instruction licenses shall be provided by the PS/CCP for the Program:

71-777: Early Childhood to Middle School (birth – age 11)

080: Pre-Kindergarten 102: Kindergarten – Grade 2

083: Pre-Kindergarten – Grade 3 103: Kindergarten – Grade 3

086: Pre-Kindergarten – Grade 6 104: Kindergarten – Grade 4

088: Pre-Kindergarten – Grade 8 105: Kindergarten – Grade 5

090: Pre-Kindergarten/Kindergarten 106: Kindergarten – Grade 6

100: Kindergarten 107: Kindergarten – Grade 7

101: Kindergarten – Grade 1 108: Kindergarten – Grade 8

D. The teacher assistant is required to have a high school diploma and early childhood certification and any other qualifications required by the State.

E. The PS/CCP and the District agree that the "Minimum Enrollment" under this Agreement shall be 12. The PS/CCP may decline to provide services if the Minimum Enrollment does not equal at least 12 students at the time of the Third Friday in September count. The "Maximum Enrollment" shall be 20 students. The target Program enrollment is 18 four-year-olds to one teacher and one teacher assistant. Maximum child to teacher ratio may not exceed 10:1.

F. The 4K Coordinator shall be provided with current enrollments, attendance reports, and all other reports required by the District.

- G. Participation in joint training and professional development shall occur for all PS/CCP staff providing services pursuant to this Agreement. It is expected that all PS/CCP staff will be available for up to 9 meeting times outside of school hours.
- H. ECSD will pay substitute teachers for teacher time during Program hours when a teacher is participating in required District training/meetings. The cost of substitutes is the responsibility of the PS/CCP at all other times. Substitutes shall meet the DPI requirements for substitute licenses and qualifications.
- I. CPR and First Aid trained staff shall be available on the Site during the scheduled preschool program hours.
- J. PS/CCP shall notify the 4K Coordinator of all non-District employee staff changes.

IV. ACTIVITIES/CURRICULUM

- A. A basic set of classroom instructional materials shall be jointly approved by the PS/CCP and ECSD. ECSD will provide funding for the District-approved curriculum up to an amount of \$2,149 in the first year of this Agreement only.
- B. PS/CCP classrooms shall not be segregated by program type, family income, or a child's ability/disability.
- C. The PS/CCP will use a common assessment document designated by the District. A copy of the assessment document will be filed with the ECSD at the end of the school year.
- D. Both parties agree to comply with the requirements of the First Amendment of the U.S. Constitution and any other applicable legal provisions when carrying out their respective duties under this Agreement.

V. FUNDING

The PS/CCP shall provide appropriate notification to parent(s) or guardian(s) of all fees for which parent(s) or guardian(s) will be responsible. Collection of fees and childcare subsidies for all services rendered by the PS/CCP pursuant to the Agreement shall be the responsibility of the PS/CCP. The PS/CCP acknowledges that the ECSD is making no representation of warranties regarding the collectability of fees and childcare subsidies and, further disclaims any liability therefore for childcare services rendered by the PS/CCP.

VI. FAMILY OUTREACH PROGRAM

- A. The Family Outreach Program will be developed and conducted through joint cooperation among ECSD and the participating sites. The Family Outreach Program includes such events as:
 - Workshops
 - Family Nights
 - Community Programs
- B. Parents shall be encouraged by the Provider to participate in their child's education and to share comments regarding the Strong Start 4Kids Program.
- C. Community members may serve as volunteers. Background checks and appropriate staff supervision are required for any volunteers in the classroom in connection with the Family Outreach Program as well as during daily activities.

VII. SUPPORT SERVICES

- A. Support services may be provided by either the ECSD and/or the PS/CCP.
- B. Information on health and development shall be provided by PS/CCP.
- C. ECSD will be responsible for the delivery of special education services.

- D. Food service (USDA) snack will be provided by the PS/CCP.
- E. Facility and equipment maintenance will be provided by the PS/CCP.

VIII. STANDARDS

- A. The following Standards, among other applicable legal standards, apply to the operation of the Program: DPI Standards, Federal and State Statutes, ECSD Board Policies and Procedures and PS/CCP policies and procedures, where not in conflict with the foregoing or with ECSD's policies and procedures.

IX. EVALUATION

- A. Staff: Evaluation of staff shall be conducted as required by teacher (and teacher assistant) provider contracts. Sole responsibility for teacher and assistant evaluations shall remain with the PS/CCP. The 4K Coordinator may, but is not required, to provide input relevant to such evaluations.

X. INSURANCE

Prior to the commencement of services under this Agreement, each party shall furnish the other with evidence of an adequate level of current liability coverage for negligence by their respective officers, employees, and agents. The ECSD shall be named as an additional insured on PS/CCP's liability coverage, including but not limited to errors and omissions coverage. Such coverages shall be required to remain in effect for the duration of this Agreement. The adequacy and evidence of such insurance is subject to ECSD's approval.

XI. FINANCIAL REIMBURSEMENT TO PS/CCP BY ECSD

- A. The ECSD will reimburse the PS/CCP a total of \$2,250 per year for each enrolled student during the 2017-2018 school year. An initial reimbursement of \$1,125.00 per student will be provided to the PS/CCP on October 1st based on the third Friday of September enrollment. A second reimbursement of \$1,125.00 per student will be provided to the PS/CCP on February 1st, based on the second Friday of January enrollment.
- B. Supplemental materials and supplies for the PS/CCP Early Learning Program shall be provided by ECSD as follows:
 - a. Each class is allocated \$650 per year for supplemental materials and supplies. Basic consumables are the responsibility of the PS/CCP.
 - b. Students will not be assessed any fee for materials or supplies under the Program. Individual supplies may be requested from parents using a school supply list.
- C. The ECSD will provide the PS/CCP a one-time \$1,500 to purchase classroom furniture in the first year of the contract only. The furniture is to be returned to ECSD if this agreement is terminated.

XII. MISCELLANEOUS

- A. This Agreement shall be for the 2017-2018 school year. The parties may extend this Agreement only by a written agreement executed by both parties.
- B. All notices or communications by PS/CCP under this Agreement shall be in writing and directed to the 4K Coordinator.
- C. All notices or communications by ECSD under this Agreement shall be in writing and directed to the PS/CCP Coordinator.
- D. Notice shall be deemed to have been received on the date of mailing if sent by registered or certified mail. For all other forms of transmission, notice shall be deemed received on the date of actual receipt.

- E. The laws of the State of Wisconsin shall govern this Agreement and any dispute arising from or related to this Agreement.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- G. If either party shall breach any term, covenant, or condition of this Agreement, this Agreement may be terminated by the non-breaching party, or a reasonable time may be given to permit compliance at the option of the non-breaching party. Notwithstanding anything to the contrary in this Agreement, the Evansville Community School District reserves the right to terminate this Agreement immediately if it reasonably determines that the health or safety of participants is at risk.
- H. The parties remain independent contractors, which are responsible for their own respective actions pursuant to this Agreement. The parties do not intend to create a partnership, joint venture, agency relationship, or other similar relationship, in connection with this Agreement.
- I. Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its employees, officers, or agents. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, claims and defenses available to it under law.
- J. This Agreement constitutes the entire agreement between the parties and shall supersede all previous communications and commitments, whether written or verbal, between the parties regarding the subject matter of this Agreement. No agreement or understanding changing, modifying, or extending this Agreement, shall be binding on either party unless in writing and signed by both parties' authorized representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicates, each constituting an original, by their duly authorized representatives.

Dated this _____ day of _____ the year _____.

KIDS KORNER

EVANSVILLE COMMUNITY SCHOOL DISTRICT

Jammie Fellows, Site Coordinator

Jerry Roth, District Administrator

Steven W. Swanson, Business Manager

Evansville Community School District

Strong Start 4Kids

2017-18 Site Agreement

Magic Moments

Evansville Community School District ("District" or "ECSD") and Magic Moments ("PS/CCP", "Provider" or "Magic Moments") enter into this Agreement for the purpose of providing quality, developmentally appropriate, play-based learning experiences to four year olds, through collaboration with community, family, and the Provider. It is agreed as follows:

I. OPERATIONS

- A. The PS/CCP Magic Moments Site Coordinator is: Tina Harnack.
- B. PS/CCP shall provide a DPI licensed teacher, teacher's assistant, and Site for Preschool/Four Year Old Kindergarten Services under this Agreement.
- C. The PS/CCP shall provide minimum student contact time of 437 hours per year. In addition, PS/CCP will provide 87.5 hours per year of outreach programming (e.g. home visits, training, team planning, parent outreach, etc.), the specific times and curriculum for which will be mutually agreed to in writing by PS/CCP and ECSD. Minimum time for the program will be 524.5 hours per year.
- D. The Magic Moments 4-K hours shall be one morning session from 8:00-11:00 a.m. and/or one afternoon session from 12:00-3:00 p.m.
- E. Daily attendance records will be kept at the Site and shall be entered into ECSD student management software weekly by ECSD. Weekly attendance must be reported to ECSD on Friday of each week. Immediate follow-up with absences on a daily basis is expected of the PS/CCP. ECSD confidentiality policies regarding student data will apply to all staff involved with the Program. The PS/CCP will employ all staff involved in the Program and will administer all employment policies consistent with applicable law, including but not limited to the completion and review of criminal background checks of all employees and volunteers involved with the Program, consistent with the requirements of the District's policy for District employees.
- F. Registration, health and developmental records shall be provided to ECSD by the Provider and will be maintained at ECSD in accordance with state and federal requirements.
- G. The PS/CCP will provide the ECSD with a verified list of students:
 - Enrolled on the third Friday of September 2017 and
 - Enrolled on the second Friday of January 2018.
- H. Children residing within the District or otherwise eligible to enroll may only enroll in the 4-K program if the child will turn 4 years old by September 1 of the relevant school year. Non-Evansville residents may enroll in the Evansville 4-K program under open-enrollment law and applicable policy.
- I. Any exceptions to the requirements of this Agreement must be submitted to and approved in writing by both parties to this Agreement.
- J. The 4k Site Directors shall schedule monthly meetings with the 4K Coordinator for the purpose of collaboration.

II. LOCATION/FACILITIES

- A. The Magic Moments facilities at which the services are to be provided pursuant to this Agreement are located at 112 W. Church Street, Evansville, WI 53536.

The PS/CCP shall maintain an appropriate environment for four-year-olds including but not limited to compliance with or maintenance of:

- State required building codes and regulations
- State required classroom space
- Mutually agreed upon storage space
- Indoor play space and equipment appropriate for early childhood
- Space which complies with the First Amendment to the United States Constitution and all other legal requirements applicable to public school space. For example, any bulletin board in the 4K classroom used for religious education must be covered during 4K class time and other 4K activities.
- Appropriate space for support services and parent/guardian meetings or other similar activities
- Accessibility for persons with disabilities
- Maintenance of classroom and materials as appropriate
- Repairs of materials and equipment as needed

B. Custodial services will be provided daily by the PS/CCP.

C. The 4K center will comply with the District's & state licensing schedule of fire, tornado and lockdown drills and events.

D. 4K center interior and/or exterior doors will be secured from 8:00-11:00 a.m. and from 12:00-3:00 p.m.

III. STAFF

A. The ECSD Early Childhood/4-K Coordinator is the Levi Leonard Elementary Principal.

B. The PS/CCP Site Coordinator is Tina Harnack.

C. A teacher with one of the following Department of Public Instruction licenses shall be provided by the PS/CCP for the Program:

71-777: Early Childhood to Middle School (birth – age 11)

080: Pre-Kindergarten 102: Kindergarten – Grade 2

083: Pre-Kindergarten – Grade 3 103: Kindergarten – Grade 3

086: Pre-Kindergarten – Grade 6 104: Kindergarten – Grade 4

088: Pre-Kindergarten – Grade 8 105: Kindergarten – Grade 5

090: Pre-Kindergarten/Kindergarten 106: Kindergarten – Grade 6

100: Kindergarten 107: Kindergarten – Grade 7

101: Kindergarten – Grade 1 108: Kindergarten – Grade 8

D. The teacher assistant is required to have a high school diploma and early childhood certification and any other qualifications required by the State.

E. The PS/CCP and the District agree that the "Minimum Enrollment" under this Agreement shall be 12. The PS/CCP may decline to provide services if the Minimum Enrollment does not equal at least 12 students at the time of the Third Friday in September count. The "Maximum Enrollment" shall be 20 students. The target Program enrollment is 18 four-year-olds to one teacher and one teacher assistant. Maximum child to teacher ratio may not exceed 10:1.

F. The 4K Coordinator shall be provided with current enrollments, attendance reports, and all other reports required by the District.

- G. Participation in joint training and professional development shall occur for all PS/CCP staff providing services pursuant to this Agreement. It is expected that all PS/CCP staff will be available for up to 9 meeting times outside of school hours.
- H. ECSD will pay substitute teachers for teacher time during Program hours when a teacher is participating in required District training/meetings. The cost of substitutes is the responsibility of the PS/CCP at all other times. Substitutes shall meet the DPI requirements for substitute licenses and qualifications.
- I. CPR and First Aid trained staff shall be available on the Site during the scheduled preschool program hours.
- J. PS/CCP shall notify the 4K Coordinator of all non-District employee staff changes.

IV. ACTIVITIES/CURRICULUM

- A. A basic set of classroom instructional materials shall be jointly approved by the PS/CCP and ECSD. ECSD will provide funding for the District-approved curriculum up to an amount of \$2,149 in the first year of this Agreement only.
- B. PS/CCP classrooms shall not be segregated by program type, family income, or a child's ability/disability.
- C. The PS/CCP will use a common assessment document designated by the District. A copy of the assessment document will be filed with the ECSD at the end of the school year.
- D. Both parties agree to comply with the requirements of the First Amendment of the U.S. Constitution and any other applicable legal provisions when carrying out their respective duties under this Agreement.

V. FUNDING

The PS/CCP shall provide appropriate notification to parent(s) or guardian(s) of all fees for which parent(s) or guardian(s) will be responsible. Collection of fees and childcare subsidies for all services rendered by the PS/CCP pursuant to the Agreement shall be the responsibility of the PS/CCP. The PS/CCP acknowledges that the ECSD is making no representation of warranties regarding the collectability of fees and childcare subsidies and, further disclaims any liability therefore for childcare services rendered by the PS/CCP.

VI. FAMILY OUTREACH PROGRAM

- A. The Family Outreach Program will be developed and conducted through joint cooperation among ECSD and the participating sites. The Family Outreach Program includes such events as:
 - Workshops
 - Family Nights
 - Community Programs
- B. Parents shall be encouraged by the Provider to participate in their child's education and to share comments regarding the Strong Start 4Kids Program.
- C. Community members may serve as volunteers. Background checks and appropriate staff supervision are required for any volunteers in the classroom in connection with the Family Outreach Program as well as during daily activities.

VII. SUPPORT SERVICES

- A. Support services may be provided by either the ECSD and/or the PS/CCP.
- B. Information on health and development shall be provided by PS/CCP.
- C. ECSD will be responsible for the delivery of special education services.

- D. Food service (USDA) snack will be provided by the PS/CCP.
- E. Facility and equipment maintenance will be provided by the PS/CCP.

VIII. STANDARDS

- A. The following Standards, among other applicable legal standards, apply to the operation of the Program: DPI Standards, Federal and State Statutes, ECSD Board Policies and Procedures and PS/CCP policies and procedures, where not in conflict with the foregoing or with ECSD's policies and procedures.

IX. EVALUATION

- A. Staff: Evaluation of staff shall be conducted as required by teacher (and teacher assistant) provider contracts. Sole responsibility for teacher and assistant evaluations shall remain with the PS/CCP. The 4K Coordinator may, but is not required, to provide input relevant to such evaluations.

X. INSURANCE

Prior to the commencement of services under this Agreement, each party shall furnish the other with evidence of an adequate level of current liability coverage for negligence by their respective officers, employees, and agents. The ECSD shall be named as an additional insured on PS/CCP's liability coverage, including but not limited to errors and omissions coverage. Such coverages shall be required to remain in effect for the duration of this Agreement. The adequacy and evidence of such insurance is subject to ECSD's approval.

XI. FINANCIAL REIMBURSEMENT TO PS/CCP BY ECSD

- A. The ECSD will reimburse the PS/CCP a total of \$2,250 per year for each enrolled student during the 2017-2018 school year. An initial reimbursement of \$1,125.00 per student will be provided to the PS/CCP on October 1st based on the third Friday of September enrollment. A second reimbursement of \$1,125.00 per student will be provided to the PS/CCP on February 1st, based on the second Friday of January enrollment.
- B. Supplemental materials and supplies for the PS/CCP Early Learning Program shall be provided by ECSD as follows:
 - a. Each class is allocated \$650 per year for supplemental materials and supplies. Basic consumables are the responsibility of the PS/CCP.
 - b. Students will not be assessed any fee for materials or supplies under the Program. Individual supplies may be requested from parents using a school supply list.
- C. The ECSD will provide the PS/CCP a one-time \$1,500 to purchase classroom furniture in the first year of the contract only. The furniture is to be returned to ECSD if this agreement is terminated.

XII. MISCELLANEOUS

- A. This Agreement shall be for the 2017-2018 school year. The parties may extend this Agreement only by a written agreement executed by both parties.
- B. All notices or communications by PS/CCP under this Agreement shall be in writing and directed to the 4K Coordinator.
- C. All notices or communications by ECSD under this Agreement shall be in writing and directed to the PS/CCP Coordinator.
- D. Notice shall be deemed to have been received on the date of mailing if sent by registered or certified mail. For all other forms of transmission, notice shall be deemed received on the date of actual receipt.

- E. The laws of the State of Wisconsin shall govern this Agreement and any dispute arising from or related to this Agreement.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- G. If either party shall breach any term, covenant, or condition of this Agreement, this Agreement may be terminated by the non-breaching party, or a reasonable time may be given to permit compliance at the option of the non-breaching party. Notwithstanding anything to the contrary in this Agreement, the Evansville Community School District reserves the right to terminate this Agreement immediately if it reasonably determines that the health or safety of participants is at risk.
- H. The parties remain independent contractors, which are responsible for their own respective actions pursuant to this Agreement. The parties do not intend to create a partnership, joint venture, agency relationship, or other similar relationship, in connection with this Agreement.
- I. Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its employees, officers, or agents. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, claims and defenses available to it under law.
- J. This Agreement constitutes the entire agreement between the parties and shall supersede all previous communications and commitments, whether written or verbal, between the parties regarding the subject matter of this Agreement. No agreement or understanding changing, modifying, or extending this Agreement, shall be binding on either party unless in writing and signed by both parties' authorized representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicates, each constituting an original, by their duly authorized representatives.

Dated this _____ day of _____ the year _____.

MAGIC MOMENTS

Tina Harnack, Site Coordinator

EVANSVILLE COMMUNITY SCHOOL DISTRICT

Jerry Roth, District Administrator

Steven W. Swanson, Business Manager

Evansville Community School District

Strong Start 4Kids

2017-18 Site Agreement

Pathway Preschool

Evansville Community School District ("District" or "ECSD") and Pathway Preschool ("PS/CCP", "Provider" or "Pathway Preschool") enter into this Agreement for the purpose of providing quality, developmentally appropriate, play-based learning experiences to four year olds, through collaboration with community, family, and the Provider. It is agreed as follows:

I. OPERATIONS

- A. The PS/CCP Pathway Preschool Site Coordinator is: Nichole Soto.
- B. PS/CCP shall provide a DPI licensed teacher, teacher's assistant, and Site for Preschool/Four Year Old Kindergarten Services under this Agreement.
- C. The PS/CCP shall provide minimum student contact time of 437 hours per year. In addition, PS/CCP will provide 87.5 hours per year of outreach programming (e.g. home visits, training, team planning, parent outreach, etc.), the specific times and curriculum for which will be mutually agreed to in writing by PS/CCP and ECSD. Minimum time for the program will be 524.5 hours per year.
- D. The Pathway Preschool 4-K hours shall be one morning session from 8:00-11:00 a.m. and/or one afternoon session from 12:00-3:00 p.m.
- E. Daily attendance records will be kept at the Site and shall be entered into ECSD student management software weekly by ECSD. Weekly attendance must be reported to ECSD on Friday of each week. Immediate follow-up with absences on a daily basis is expected of the PS/CCP. ECSD confidentiality policies regarding student data will apply to all staff involved with the Program. The PS/CCP will employ all staff involved in the Program and will administer all employment policies consistent with applicable law, including but not limited to the completion and review of criminal background checks of all employees and volunteers involved with the Program, consistent with the requirements of the District's policy for District employees.
- F. Registration, health and developmental records shall be provided to ECSD by the Provider and will be maintained at ECSD in accordance with state and federal requirements.
- G. The PS/CCP will provide the ECSD with a verified list of students:
 - Enrolled on the third Friday of September 2017 and
 - Enrolled on the second Friday of January 2018.
- H. Children residing within the District or otherwise eligible to enroll may only enroll in the 4-K program if the child will turn 4 years old by September 1 of the relevant school year. Non-Evansville residents may enroll in the Evansville 4-K program under open-enrollment law and applicable policy.
- I. Any exceptions to the requirements of this Agreement must be submitted to and approved in writing by both parties to this Agreement.
- J. The 4k Site Directors shall schedule monthly meetings with the 4K Coordinator for the purpose of collaboration.

II. LOCATION/FACILITIES

- A. The Pathway Preschool facilities at which the services are to be provided pursuant to this Agreement are located at 312 South Third Street, Evansville, WI 53536.

The PS/CCP shall maintain an appropriate environment for four-year-olds including but not limited to compliance with or maintenance of:

- State required building codes and regulations
- State required classroom space
- Mutually agreed upon storage space
- Indoor play space and equipment appropriate for early childhood
- Space which complies with the First Amendment to the United States Constitution and all other legal requirements applicable to public school space. For example, any bulletin board in the 4K classroom used for religious education must be covered during 4K class time and other 4K activities.
- Appropriate space for support services and parent/guardian meetings or other similar activities
- Accessibility for persons with disabilities
- Maintenance of classroom and materials as appropriate
- Repairs of materials and equipment as needed

B. Custodial services will be provided daily by the PS/CCP.

C. The 4K center will comply with the District's & state licensing schedule of fire, tornado and lockdown drills and events.

D. 4K center interior and/or exterior doors will be secured from 8:00-11:00 a.m. and from 12:00-3:00 p.m.

III. STAFF

A. The ECSD Early Childhood/4-K Coordinator is the Levi Leonard Elementary Principal.

B. The PS/CCP Site Coordinator is Nichole Soto.

C. A teacher with one of the following Department of Public Instruction licenses shall be provided by the PS/CCP for the Program:

71-777: Early Childhood to Middle School (birth – age 11)

080: Pre-Kindergarten 102: Kindergarten – Grade 2

083: Pre-Kindergarten – Grade 3 103: Kindergarten – Grade 3

086: Pre-Kindergarten – Grade 6 104: Kindergarten – Grade 4

088: Pre-Kindergarten – Grade 8 105: Kindergarten – Grade 5

090: Pre-Kindergarten/Kindergarten 106: Kindergarten – Grade 6

100: Kindergarten 107: Kindergarten – Grade 7

101: Kindergarten – Grade 1 108: Kindergarten – Grade 8

D. The teacher assistant is required to have a high school diploma and early childhood certification and any other qualifications required by the State.

E. The PS/CCP and the District agree that the "Minimum Enrollment" under this Agreement shall be 12. The PS/CCP may decline to provide services if the Minimum Enrollment does not equal at least 12 students at the time of the Third Friday in September count. The "Maximum Enrollment" shall be 20 students. The target Program enrollment is 18 four-year-olds to one teacher and one teacher assistant. Maximum child to teacher ratio may not exceed 10:1.

F. The 4K Coordinator shall be provided with current enrollments, attendance reports, and all other reports required by the District.

- G. Participation in joint training and professional development shall occur for all PS/CCP staff providing services pursuant to this Agreement. It is expected that all PS/CCP staff will be available for up to 9 meeting times outside of school hours.
- H. ECSD will pay substitute teachers for teacher time during Program hours when a teacher is participating in required District training/meetings. The cost of substitutes is the responsibility of the PS/CCP at all other times. Substitutes shall meet the DPI requirements for substitute licenses and qualifications.
- I. CPR and First Aid trained staff shall be available on the Site during the scheduled preschool program hours.
- J. PS/CCP shall notify the 4K Coordinator of all non-District employee staff changes.

IV. ACTIVITIES/CURRICULUM

- A. A basic set of classroom instructional materials shall be jointly approved by the PS/CCP and ECSD. ECSD will provide funding for the District-approved curriculum up to an amount of \$2,149 in the first year of this Agreement only.
- B. PS/CCP classrooms shall not be segregated by program type, family income, or a child's ability/disability.
- C. The PS/CCP will use a common assessment document designated by the District. A copy of the assessment document will be filed with the ECSD at the end of the school year.
- D. Both parties agree to comply with the requirements of the First Amendment of the U.S. Constitution and any other applicable legal provisions when carrying out their respective duties under this Agreement.

V. FUNDING

The PS/CCP shall provide appropriate notification to parent(s) or guardian(s) of all fees for which parent(s) or guardian(s) will be responsible. Collection of fees and childcare subsidies for all services rendered by the PS/CCP pursuant to the Agreement shall be the responsibility of the PS/CCP. The PS/CCP acknowledges that the ECSD is making no representation of warranties regarding the collectability of fees and childcare subsidies and, further disclaims any liability therefore for childcare services rendered by the PS/CCP.

VI. FAMILY OUTREACH PROGRAM

- A. The Family Outreach Program will be developed and conducted through joint cooperation among ECSD and the participating sites. The Family Outreach Program includes such events as:
 - Workshops
 - Family Nights
 - Community Programs
- B. Parents shall be encouraged by the Provider to participate in their child's education and to share comments regarding the Strong Start 4Kids Program.
- C. Community members may serve as volunteers. Background checks and appropriate staff supervision are required for any volunteers in the classroom in connection with the Family Outreach Program as well as during daily activities.

VII. SUPPORT SERVICES

- A. Support services may be provided by either the ECSD and/or the PS/CCP.
- B. Information on health and development shall be provided by PS/CCP.
- C. ECSD will be responsible for the delivery of special education services.

- D. Food service (USDA) snack will be provided by the PS/CCP.
- E. Facility and equipment maintenance will be provided by the PS/CCP.

VIII. STANDARDS

- A. The following Standards, among other applicable legal standards, apply to the operation of the Program: DPI Standards, Federal and State Statutes, ECSD Board Policies and Procedures and PS/CCP policies and procedures, where not in conflict with the foregoing or with ECSD's policies and procedures.

IX. EVALUATION

- A. Staff: Evaluation of staff shall be conducted as required by teacher (and teacher assistant) provider contracts. Sole responsibility for teacher and assistant evaluations shall remain with the PS/CCP. The 4K Coordinator may, but is not required, to provide input relevant to such evaluations.

X. INSURANCE

Prior to the commencement of services under this Agreement, each party shall furnish the other with evidence of an adequate level of current liability coverage for negligence by their respective officers, employees, and agents. The ECSD shall be named as an additional insured on PS/CCP's liability coverage, including but not limited to errors and omissions coverage. Such coverages shall be required to remain in effect for the duration of this Agreement. The adequacy and evidence of such insurance is subject to ECSD's approval.

XI. FINANCIAL REIMBURSEMENT TO PS/CCP BY ECSD

- A. The ECSD will reimburse the PS/CCP a total of \$2,250 per year for each enrolled student during the 2017-2018 school year. An initial reimbursement of \$1,125.00 per student will be provided to the PS/CCP on October 1st based on the third Friday of September enrollment. A second reimbursement of \$1,125.00 per student will be provided to the PS/CCP on February 1st, based on the second Friday of January enrollment.
- B. Supplemental materials and supplies for the PS/CCP Early Learning Program shall be provided by ECSD as follows:
 - a. Each class is allocated \$650 per year for supplemental materials and supplies. Basic consumables are the responsibility of the PS/CCP.
 - b. Students will not be assessed any fee for materials or supplies under the Program. Individual supplies may be requested from parents using a school supply list.
- C. The ECSD will provide the PS/CCP a one-time \$1,500 to purchase classroom furniture in the first year of the contract only. The furniture is to be returned to ECSD if this agreement is terminated.

XII. MISCELLANEOUS

- A. This Agreement shall be for the 2017-2018 school year. The parties may extend this Agreement only by a written agreement executed by both parties.
- B. All notices or communications by PS/CCP under this Agreement shall be in writing and directed to the 4K Coordinator.
- C. All notices or communications by ECSD under this Agreement shall be in writing and directed to the PS/CCP Coordinator.
- D. Notice shall be deemed to have been received on the date of mailing if sent by registered or certified mail. For all other forms of transmission, notice shall be deemed received on the date of actual receipt.

- E. The laws of the State of Wisconsin shall govern this Agreement and any dispute arising from or related to this Agreement.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- G. If either party shall breach any term, covenant, or condition of this Agreement, this Agreement may be terminated by the non-breaching party, or a reasonable time may be given to permit compliance at the option of the non-breaching party. Notwithstanding anything to the contrary in this Agreement, the Evansville Community School District reserves the right to terminate this Agreement immediately if it reasonably determines that the health or safety of participants is at risk.
- H. The parties remain independent contractors, which are responsible for their own respective actions pursuant to this Agreement. The parties do not intend to create a partnership, joint venture, agency relationship, or other similar relationship, in connection with this Agreement.
- I. Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its employees, officers, or agents. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, claims and defenses available to it under law.
- J. This Agreement constitutes the entire agreement between the parties and shall supersede all previous communications and commitments, whether written or verbal, between the parties regarding the subject matter of this Agreement. No agreement or understanding changing, modifying, or extending this Agreement, shall be binding on either party unless in writing and signed by both parties' authorized representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicates, each constituting an original, by their duly authorized representatives.

Dated this _____ day of _____ the year _____.

PATHWAY PRESCHOOL

EVANSVILLE COMMUNITY SCHOOL DISTRICT

Nichole Soto, Site Coordinator

Jerry Roth, District Administrator

Steven W. Swanson, Business Manager

Evansville Community School District

Strong Start 4Kids

2017-18 Site Agreement

Wee Ones

Evansville Community School District (“District” or “ECSD”) and Wee Ones (“PS/CCP”, “Provider” or “Wee Ones”) enter into this Agreement for the purpose of providing quality, developmentally appropriate, play-based learning experiences to four year olds, through collaboration with community, family, and the Provider. It is agreed as follows:

I. OPERATIONS

- A. The PS/CCP Wee Ones Site Coordinator is: LeeAnn Halla.
- B. PS/CCP shall provide a DPI licensed teacher, teacher’s assistant, and Site for Preschool/Four Year Old Kindergarten Services under this Agreement.
- C. The PS/CCP shall provide minimum student contact time of 437 hours per year. In addition, PS/CCP will provide 87.5 hours per year of outreach programming (e.g. home visits, training, team planning, parent outreach, etc.), the specific times and curriculum for which will be mutually agreed to in writing by PS/CCP and ECSD. Minimum time for the program will be 524.5 hours per year.
- D. The Wee Ones 4-K hours shall be one morning session from 8:00-11:00 a.m. and/or one afternoon session from 12:00-3:00 p.m.
- E. Daily attendance records will be kept at the Site and shall be entered into ECSD student management software weekly by ECSD. Weekly attendance must be reported to ECSD on Friday of each week. Immediate follow-up with absences on a daily basis is expected of the PS/CCP. ECSD confidentiality policies regarding student data will apply to all staff involved with the Program. The PS/CCP will employ all staff involved in the Program and will administer all employment policies consistent with applicable law, including but not limited to the completion and review of criminal background checks of all employees and volunteers involved with the Program, consistent with the requirements of the District’s policy for District employees.
- F. Registration, health and developmental records shall be provided to ECSD by the Provider and will be maintained at ECSD in accordance with state and federal requirements.
- G. The PS/CCP will provide the ECSD with a verified list of students:
 - Enrolled on the third Friday of September 2017 and
 - Enrolled on the second Friday of January 2018.
- H. Children residing within the District or otherwise eligible to enroll may only enroll in the 4-K program if the child will turn 4 years old by September 1 of the relevant school year. Non-Evansville residents may enroll in the Evansville 4-K program under open-enrollment law and applicable policy.
- I. Any exceptions to the requirements of this Agreement must be submitted to and approved in writing by both parties to this Agreement.
- J. The 4k Site Directors shall schedule monthly meetings with the 4K Coordinator for the purpose of collaboration.

II. LOCATION/FACILITIES

- A. The Wee Ones facilities at which the services are to be provided pursuant to this Agreement are located at 618 Porter Road, Evansville, WI 53536.

The PS/CCP shall maintain an appropriate environment for four-year-olds including but not limited to compliance with or maintenance of:

- State required building codes and regulations
- State required classroom space
- Mutually agreed upon storage space
- Indoor play space and equipment appropriate for early childhood
- Space which complies with the First Amendment to the United States Constitution and all other legal requirements applicable to public school space. For example, any bulletin board in the 4K classroom used for religious education must be covered during 4K class time and other 4K activities.
- Appropriate space for support services and parent/guardian meetings or other similar activities
- Accessibility for persons with disabilities
- Maintenance of classroom and materials as appropriate
- Repairs of materials and equipment as needed

B. Custodial services will be provided daily by the PS/CCP.

C. The 4K center will comply with the District’s & state licensing schedule of fire, tornado and lockdown drills and events.

D. 4K center interior and/or exterior doors will be secured from 8:00-11:00 a.m. and from 12:00-3:00 p.m.

III. STAFF

A. The ECSD Early Childhood/4-K Coordinator is the Levi Leonard Elementary Principal.

B. The PS/CCP Site Coordinator is LeeAnn Halla.

C. A teacher with one of the following Department of Public Instruction licenses shall be provided by the PS/CCP for the Program:

71-777: Early Childhood to Middle School (birth – age 11)

- | | |
|------------------------------------|-----------------------------|
| 080: Pre-Kindergarten | 102: Kindergarten – Grade 2 |
| 083: Pre-Kindergarten – Grade 3 | 103: Kindergarten – Grade 3 |
| 086: Pre-Kindergarten – Grade 6 | 104: Kindergarten – Grade 4 |
| 088: Pre-Kindergarten – Grade 8 | 105: Kindergarten – Grade 5 |
| 090: Pre-Kindergarten/Kindergarten | 106: Kindergarten – Grade 6 |
| 100: Kindergarten | 107: Kindergarten – Grade 7 |
| 101: Kindergarten – Grade 1 | 108: Kindergarten – Grade 8 |

D. The teacher assistant is required to have a high school diploma and early childhood certification and any other qualifications required by the State.

E. The PS/CCP and the District agree that the “Minimum Enrollment” under this Agreement shall be 12. The PS/CCP may decline to provide services if the Minimum Enrollment does not equal at least 12 students at the time of the Third Friday in September count. The “Maximum Enrollment” shall be 20 students. The target Program enrollment is 18 four-year-olds to one teacher and one teacher assistant. Maximum child to teacher ratio may not exceed 10:1.

F. The 4K Coordinator shall be provided with current enrollments, attendance reports, and all other reports required by the District.

- G. Participation in joint training and professional development shall occur for all PS/CCP staff providing services pursuant to this Agreement. It is expected that all PS/CCP staff will be available for up to 9 meeting times outside of school hours.
- H. ECSD will pay substitute teachers for teacher time during Program hours when a teacher is participating in required District training/meetings. The cost of substitutes is the responsibility of the PS/CCP at all other times. Substitutes shall meet the DPI requirements for substitute licenses and qualifications.
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- J. PS/CCP shall notify the 4K Coordinator of all non-District employee staff changes.

IV. ACTIVITIES/CURRICULUM

- A. A basic set of classroom instructional materials shall be jointly approved by the PS/CCP and ECSD. ECSD will provide funding for the District-approved curriculum up to an amount of \$2,149 in the first year of this Agreement only.
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- C. The PS/CCP will use a common assessment document designated by the District. A copy of the assessment document will be filed with the ECSD at the end of the school year.
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VI. FAMILY OUTREACH PROGRAM

- A. The Family Outreach Program will be developed and conducted through joint cooperation among ECSD and the participating sites. The Family Outreach Program includes such events as:
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VII. SUPPORT SERVICES

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- A. Staff: Evaluation of staff shall be conducted as required by teacher (and teacher assistant) provider contracts. Sole responsibility for teacher and assistant evaluations shall remain with the PS/CCP. The 4K Coordinator may, but is not required, to provide input relevant to such evaluations.

X. INSURANCE

Prior to the commencement of services under this Agreement, each party shall furnish the other with evidence of an adequate level of current liability coverage for negligence by their respective officers, employees, and agents. The ECSD shall be named as an additional insured on PS/CCP's liability coverage, including but not limited to errors and omissions coverage. Such coverages shall be required to remain in effect for the duration of this Agreement. The adequacy and evidence of such insurance is subject to ECSD's approval.

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- G. If either party shall breach any term, covenant, or condition of this Agreement, this Agreement may be terminated by the non-breaching party, or a reasonable time may be given to permit compliance at the option of the non-breaching party. Notwithstanding anything to the contrary in this Agreement, the Evansville Community School District reserves the right to terminate this Agreement immediately if it reasonably determines that the health or safety of participants is at risk.
- H. The parties remain independent contractors, which are responsible for their own respective actions pursuant to this Agreement. The parties do not intend to create a partnership, joint venture, agency relationship, or other similar relationship, in connection with this Agreement.
- I. Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its employees, officers, or agents. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, claims and defenses available to it under law.
- J. This Agreement constitutes the entire agreement between the parties and shall supersede all previous communications and commitments, whether written or verbal, between the parties regarding the subject matter of this Agreement. No agreement or understanding changing, modifying, or extending this Agreement, shall be binding on either party unless in writing and signed by both parties' authorized representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicates, each constituting an original, by their duly authorized representatives.

Dated this _____ day of _____ the year _____.

WEE ONES

EVANSVILLE COMMUNITY SCHOOL DISTRICT

LeeAnn Halla, Site Coordinator

Jerry Roth, District Administrator

Steven W. Swanson, Business Manager

Achievement Gap Reduction (AGR)

AGR is taking the place of the Student Achievement Guarantee in Education (SAGE) program. As the SAGE program fades away at the end of this school year the AGR program will be the sole program to offer additional options for schools to promote student achievement with students who are struggling in reading and mathematics. The program will continue to be available for kindergarten through third grade. AGR schools develop and update performance objectives for the academic achievement of the pupils enrolled in grades K-3 and the formative and summative assessments that will be used to evaluate success in attaining those objectives.

Districts may choose from three AGR Strategies to meet the criteria of being an AGR school. The strategies can be different per grade level.

1. **Class-Size Reduction:** Provide professional development related to small group instruction and reduce the class size in one or more classes in one or more participating grades to one of the following: a.) No more than 18. b). No more than 30 in a combined classroom having at least 2 regular classroom teachers.
2. **Instructional Coaching:** Provide data-driven instructional coaching for one or more teachers of one or more participating grades. The instruction shall be provided by licensed teachers who possess appropriate content knowledge to assist classroom teachers in improving instruction in math or reading and possess expertise in reducing the achievement gap.
3. **One-to-One Tutoring:** Provide data-informed, one-to-one tutoring to pupils in one or more classes in one or more participating grades who are struggling with reading or mathematics or both subjects. Tutoring shall be provided during regular school hours by a licensed teacher using an instructional program found to be effective by the What Works Clearinghouse of the Institute of Education Sciences.

DPI reports are due to the Wisconsin Department of Public Instruction in the fall and also in the spring.

Each AGR school must present information regarding the school's implementation of the AGR strategy/strategies selected, its performance objectives, and its success in attaining the objectives to the school board at the end of each semester.

ACHIEVEMENT GAP REDUCTION PERFORMANCE OBJECTIVES AND SCHOOL BOARD REPORTING TEMPLATE

This document may be used to plan and maintain the Achievement Gap Reduction (AGR) contract application performance objectives for your school. **Contact application responses must be submitted to the Department of Public Instruction using the online AGR Five-Year Achievement Guarantee Contract Application form.** Retain this document for your records, possible inclusion in an annual evaluation of the AGR program, and to present information on the school's implementation of the contract requirements, its performance objectives, and its success in attaining the objectives to the school board at the end of every semester of the AGR contract. [Wis. Stat. § 118.44\(4\)\(d\)](#)

Prepare a description of the specific, measurable, and achievable performance objectives, including reducing the achievement gap in math and reading for the academic achievement of the pupils enrolled in each participating grade. Include a description of the formative and summative assessments that will be used to evaluate success in attaining these performance objectives for the pupils enrolled in the participating grades. [Wis. Stat. § 118.44\(4\)\(c\)](#)

Use the table below to plan the AGR contract application responses:

At the end of the semester, describe the following for the school board:

Grade	Subject	Describe the baseline and growth the identified students will make for each grade K-3 in reading and mathematics.	Describe the formative and summative assessments used to evaluate the identified students' success in attaining the stated performance objectives.	Describe how the implemented strategies to reduce the achievement gap (class size reduction, instructional coaching, or one-to-one tutoring) will aid in attaining the stated performance objectives.	At the end of the fall semester: Describe the progress made on growth objectives the identified students made for each grade K-3 in reading and mathematics including the number of students that met the goals.	At the end of the spring semester: Describe the progress made on growth objectives the identified students made for each grade K-3 in reading and mathematics including the number of students that met the goals.	At the end of each semester: Describe which strategies to reduce the achievement gap (class size reduction, instructional coaching, or one-to-one tutoring) were implemented in each grade K-3.
K	Reading	As measured by PALS spring 2017, no students will be identified to receive intervention. As measured by Fountas & Pinnell, student identified in the fall on PALS would be reading at a level C by the end of the school year. Student not identified will meet the Level D/E benchmark by the spring 2017 assessment period.	PALS (Fall, winter-optional, Spring) STAR Early Literacy (Winter) Fountas & Pinnell (Fall, Winter and Spring) Monthly CDT meetings to monitor the progress of all students.	Class size 18:1 and professional development related to small group instruction. <ul style="list-style-type: none"> • Units of Study in Reading • Units of Study in Writing • RTI/MLSS Model for interventions • Guided Reading groups based on Fountas & Pinnell assessment. 	13 kindergarten students were identified by the Fall PALS screener to receive intervention. Of the 13 identified students: 9 are at a Level A 3 are at a Level B 1 is at a Level C All students are in an intervention with either our Interventionists/Reading Specialist and/or ELL support. 3 of the 13 students were identified by STAR Early Literacy as in need of urgent intervention. 3 of the 13 were identified by STAR Early Literacy as in need of intervention. Level A: 19 students Level B: 46 students Level C: 46 students		

					<p>Level D: 7 students Level E: 6 students Level F: 2 students Level G: 5 students Level H: 2 students Level I: 1 student Level N: 1 student Level O: 1 student</p>		
K	Mathematics	<p>As measured by the kindergarten math assessment, by spring 2017 less than 3% of students will be below the benchmark set in each of the 3 identified areas. 1:1 Correspondence Number identification Rote Counting</p>	<p>Kindergarten Common Math Assessment GO MATH Assessments Formative Assessments STAR Early Literacy (Winter)</p>	<p>Class size 18:1 and professional development related to small group instruction.</p> <ul style="list-style-type: none"> RtI/MLSS Model for interventions 	<p>4 students are currently receiving math interventions by LLE interventionist. The 6 others are working with the classroom teacher. Two students are work with ELL support.</p> <p>Our interventionist has been trained to use On Cloud 9 interventions for the students that receive Tier 3 Interventions.</p> <p>Touch Math and Number Worlds are used for Tier 2 Interventions.</p>		
1	Reading	<p>As measured by F&P, students identified in PALS will be reading at a level I by the end of the school year. Students not identified will be reading at a J/K by the spring assessment. As measured by PALS, less than 8% of students will be receiving interventions.</p>	<p>PALS (Fall, Winter-optional, Spring) STAR Early Literacy (Fall and others as needed) STAR Reading (Winter and Spring) F & P (Fall, Winter and Spring)</p>	<p>Class size 18:1 and professional development related to small group instruction.</p> <ul style="list-style-type: none"> Units of Study in Reading Units of Study in Writing RtI/MLSS Model for interventions Guided Reading groups based on Fountas & Pinnell assessment. BEES (Individualized Spelling program) 	<p>4 students were identified in PALS for intervention. 2 went from A to C 1 went from B to D 1 went from A to C</p> <p>2 of the 4 were below benchmark as measured by the STAR Early Literacy Assessment.</p> <p>All first grade teachers have been trained in PRESS which is an intervention resource for students below benchmarks in reading.</p>		

1	Mathematics	As measured by the STAR Math spring 2017, less than 1% of students will be receiving intervention.	STAR Math GO Math Assessments Formative Assessments	Class size 18:1 and professional development related to small group instruction. <ul style="list-style-type: none"> RtI/MLSS Model for interventions 	<p>Class size 18:1 and professional development related to small group instruction.</p> <ul style="list-style-type: none"> Units of Study in Reading Units of Study in Writing 	<p>24 students were identified on the PALS assessment.</p> <p>Of the 24: Level E: 1 student Level F: 1 Level G: 5 Level H: 5</p>	<p>24 students were identified on the PALS assessment.</p> <p>Of the 24: Level E: 1 student Level F: 1 Level G: 5 Level H: 5</p>	<p>24 students were identified on the PALS assessment.</p> <p>Of the 24: Level E: 1 student Level F: 1 Level G: 5 Level H: 5</p>	<p>24 students were identified on the PALS assessment.</p> <p>Of the 24: Level E: 1 student Level F: 1 Level G: 5 Level H: 5</p>	<p>24 students were identified on the PALS assessment.</p> <p>Of the 24: Level E: 1 student Level F: 1 Level G: 5 Level H: 5</p>
2	Reading	As measured by F&P, students identified in the fall on PALS will be reading at a level L by the end of the school year. Students not	PALS (Fall, winter-optional, Spring) STAR Reading (Fall, winter and spring optional)	Class size 18:1 and professional development related to small group instruction. <ul style="list-style-type: none"> Units of Study in Reading Units of Study in Writing 	<p>Class size 18:1 and professional development related to small group instruction.</p> <ul style="list-style-type: none"> Units of Study in Reading Units of Study in Writing 	<p>24 students were identified on the PALS assessment.</p> <p>Of the 24: Level E: 1 student Level F: 1 Level G: 5 Level H: 5</p>	<p>24 students were identified on the PALS assessment.</p> <p>Of the 24: Level E: 1 student Level F: 1 Level G: 5 Level H: 5</p>	<p>24 students were identified on the PALS assessment.</p> <p>Of the 24: Level E: 1 student Level F: 1 Level G: 5 Level H: 5</p>	<p>24 students were identified on the PALS assessment.</p> <p>Of the 24: Level E: 1 student Level F: 1 Level G: 5 Level H: 5</p>	<p>24 students were identified on the PALS assessment.</p> <p>Of the 24: Level E: 1 student Level F: 1 Level G: 5 Level H: 5</p>

Template for Planning and School Use – Performance objectives are sent to DPI during the AGR contract application process. Report end-of-semester responses to the school board.

		identified will be reading at a level M/N by the spring 2017 assessment period.	Fountas & Pinnell Benchmark Assessment System	<ul style="list-style-type: none"> RtI/MLSS Model for interventions Guided Reading groups based on Fountas & Pinnell assessment. BEEES (Individualized Spelling program) 	<p>Level I: 4 Level J: 3 Level K: 2 Level L: 1</p> <p>All of the students are in either a Tier II or Tier 3 intervention with the LLE Interventionist and/or Reading Specialist.</p> <p>All student levels: Level E: 1 Level F: 1 Level G: 5 Level H: 5 Level I: 5 Level J: 5 Level K: 13 Level L: 30 Level M: 16 Level N: 14 Level O: 12 Level P: 2 Level Q: 4 Level R: 6 Level S: 1 Level T: 10 Level U: 2 Level W: 2</p> <p>Second grade teachers will be completing the PRESS intervention training during the first part of the second semester.</p> <p>TAG interventions for students that qualify based on data. 7 students qualified.</p>		
2	Mathematics	As measured by STAR Math assessment spring 2017, less than 3% of students will receive intervention.	STAR Math GO Math Assessments Formative Assessments	<p>Class size 18:1 and professional development related to small groups instruction:</p> <ul style="list-style-type: none"> RtI/MLSS Model for interventions 	<p>6 students are receiving Tier II interventions.</p> <p>Number Worlds and Touch Math for Tier 2 interventions.</p> <p>On Cloud 9 for Tier 3 interventions.</p>		

3	Reading	As measured by STAR spring 2017, there will be less than 10% of students needing to receive interventions.	STAR Reading QRI (Fall and Spring)	Class size 18:1 and professional development related to small group instruction. <ul style="list-style-type: none"> Units of Study in Reading Units of Study in Writing RtI/MLSS Model for interventions 	TAG interventions for students that qualify. 11 students qualified.	17 students were identified on the QRI Assessment & 16 students or 16% were identified on the STAR Assessment as being in need of interventions. Of the 17 in the Fall: PP: 3 P: 2 1.5: 2 2: 9 3: 1 Of the 17 at the end of 1 st Semester: 1: 4 2: 3 2.5: 3 3: 7 All of the students are in either a Tier II or Tier 3 intervention with the TRIS Interventionist and/or Reading Specialist. TAG interventions for students that qualify based on data. 11 students qualified in the fall.		
3	Mathematics	As measured by the STAR Math assessment spring 2017, less than 21% of students will receive intervention.	STAR Math GO Math Assessments	Class size 18:1 and professional development related to small groups instruction: <ul style="list-style-type: none"> RtI/MLSS Model for interventions 	11 students or 11% of students were identified as needing interventions based on the Fall STAR Assessment. Touch Math and targeted small group instruction provided by classroom teachers. TAG interventions for students that qualify based on data to begin in late Feb. 30 students qualified at semester.			

EVANSVILLE COMMUNITY SCHOOL DISTRICT
CERTIFIED STAFF COMPENSATION COMMITTEE MINUTES

The Certified Staff Compensation Committee meeting was held on Monday, January 23, at 4:31 pm in the District Board and Training Center.

Committee Members:

Mason Braunschweig	Melissa Hammann	Dave Kopf	Christina Ross
Eric Busse	Katie Horgen	Rob Kostroun	Jerry Roth
Julie Creek-Hessler	Chrissy Humberg	Kyle McDonald	Mark Schwartz
Rich Fanning	Kim Katzenmeyer	JoAnn Mumm	Elizabeth Stalder
		Dee Jay Redders	Steve Swanson

Absent: Katie Horgen, Mason Braunschweig, Eric Busse, Rich Fanning, Kyle McDonald, JoAnn Mumm, Elizabeth Stalder

Develop Communication Plan

Mr. Swanson put together a memorandum to the board as to how this plan was developed. He presented the memorandum to the committee.

Mr. Swanson said the purpose of this meeting is to determine who, when and where we are going to deliver the message. Mr. Roth commented that all the people from the committee should be present.

Ms. Ross commented that we should have good representation from the committee to answer all the questions.

Mr. Kopf suggested a full mandatory meeting. Ms. Katzenmeyer commented that people are less likely to ask questions in a bigger group. It was suggested maybe to do meeting by K-5 and 6-12 grade groups.

Suggested dates: January 31 for the K-5 groups at 3:30 pm at TRIS LMC and February 2 for the 6-12 group at 3:30 pm at media room or the high school LMC. Mr. Swanson will confirm the sites.

Discussion was held regarding the memorandum presented.

Memorandum will be sent out to staff ahead of the meetings. Mr. Kopf suggested a visual model be available at the meetings. An example from each area should be included in the visual.

Ms. Humberg, Mr. Redders and Ms. Katzenmeyer volunteered be the examples to use in the visual models.

Ms. Creek suggested that the committee stress the fact that every year this model will change.

Ms. Katzenmeyer also suggested that we communicate that the model does not have to do with years of service. The message needs to be “when will I get a raise, not where am I on the model?”

Mr. Kopf questioned do they understand that they need to work towards their masters to move over?

Mr. Roth sees the draft of the memorandum going out to all staff within a week. Ms. Katzenmeyer suggested not to send out the model with the names. The model is available in the board packet.

Ms. Creek suggested to give out both documents. It is public knowledge.

Mr. Schwartz is wondering if it would smooth it over if we send it all out in an email before the meetings?

More discussion was held on the memorandum.

Mr. Swanson will update the memorandum as discussed.

Approve Minutes

Minutes were reviewed. The committee thanked Ms. Larson for taking the minutes. Motion by Mr. Roth to approve the minutes, seconded by Ms. Ross. Approved 11/0.

Approved to Adjourn

Motion by Mr. Redders, seconded by Ms. Katzenmeyer. Approved 11/0. Meeting adjourned 5:22.

Note Taker: Mindy Larson

minutes

Administrative Compensation Committee		
02.06.2017	1:30- 2:30	DO Board Room
Meeting called by	John Rasmussen	
Note taker	Janessa Katzenberger	
Minutes approved	1 st : Brian 2 nd :Barb	
Attendees	John Rasmussen, Melissa Hammann, Barb Dorn, Jerry Roth, Jason Knott, Janessa Katzenberger, Alice Murphy, Brian Cashore, Steve Swanson	
Agenda Topic		
5 Year Plan		
<p>Melissa presented a document she created to help create a more consistent comparison of positions in RVC North. Her document included straight salaries, contracted days, per diem, and adjusted salaries (adjusted to the same amount of days ECSD admin work). Average of RVC salaries were presented to include Evansville and then without Evansville's information. Melissa projected a 2% increase to all salaries to reflect this year's averages versus comparing to last year's averages. Percentages of averages were provided (i.e. 100% of the average, 95% of the average etc.) and how much it would require to reach 90% and 95% average of RVC North.</p>		
<p>Melissa focused on the positions that were significantly lower compared to RVC North. Student Services (82% of average) Elem and TRIS (87% of average) and proposed 71% for Student Services, 70% for Elem and TRIS principals, and 1.5% increase for other administrators (other than Dir of C & I and Bus Manager who already received their 1.5% increase).</p>		
<p>Melissa encouraged committee to discuss which % they'd like to commit to.</p>		
<p>Do we want to consider "giving back" our approved benefits (additional vacation days and sick days paid out at retirement) if the Board approves monetary benefits as a good faith proposal to the Board? Or at least be comparable to other districts at that point in time?</p>		
<p>5 year plan = shift from comparing all salaries to the RVN conference to pinning the District administrator to the RVN and pinning the rest of the administrators to a percent of the district administrator.</p>		
<p>Team agreed of the importance of keeping all salaries in line with the District Administrator's salary.</p>		
<p>Jerry spoke about the Director of Student Services' position and proposed that we provide that position an increase at minimum. Melissa agreed that Janessa's salary is priority.</p>		
Action Items	Person	Deadline
What percentages would we like to use?	Admin	March 6
Do we want to bring the three most underpaid positions to the Board for recommendation of salary increases.	Admin	March 6
Future Agenda Items		
<p>Discuss compensation model and possible recommendation to the Board</p>		
Next meeting: March 6 th at 1:30	Janessa to send calendar invite	

Approved _____

EVANSVILLE COMMUNITY SCHOOL DISTRICT

Insurance Committee Meeting Minutes

Monday December 5, 2016

5:30 p.m.

1. **Appoint Note Taker:** Jerry Roth.
2. **Attendance:** Deb Arnold, Greg Kuelz, Sandi Spanton Nelson, Rin Kundert, Steve Swanson, Jerry Roth, Cheryl Thomas, Darlene Gallman, Chris Schullo, and Kelly Gransee. Absent: Braunschweig and Deb Fritz.
3. **Approved November 15, 2016, Minutes.** 9-0.
4. **Purpose of Insurance Committee:** Mr. Kuelz explained that the purpose of the Insurance Committee is to be an advisory group to the ECSD School Board and that the Board will either accept or reject the Committee's recommendation. In the past, the Committee's recommendation has usually been accepted.
5. **Review of ACA:** The change in the White House may have some impact on the ACA rules in the future. For now, it is expected that the Cadillac Tax will change, but not sure to what. The requirement for proof of insurance (Pay or Play) may go away. The new rhetoric coming from Washington is that the ACA will move towards HSAs. Greg will keep us posted as to the changes.
6. **HSA Refresher:** Mr. Kuelz explained how HSAs work and did a brief comparison to our current HRA. More explanation of the differences in the two plans will be explained at the next meeting. Many districts in our area and across the state are moving to HSAs.
7. **Critical Illness Plans:** This type of insurance is a supplement to the HSA and could be offered to staff as a way to bridge the gap in the money available in and HSA and the cost of medical expenses.
8. **Next Meeting:** January 23, 2017 at 4:30.
9. **Adjourn:** 5:35 pm.

Submitted by Jerry Roth, District Administrator

Approved: 1/23/17

NAMING SCHOOL DISTRICT FACILITIES AND EVENTS

The Evansville Community School District Board of Education is responsible for naming School District facilities. Names shall be selected with great care to honor the District tradition of strong community partnership.

Names for facilities may originate from members of the Board, District employees, students, or members of the community. A nomination, in writing, which shall contain rationale for such nomination, may be solicited from, or offered by, the public. Such nominations should be directed to the District employee responsible for the facility or event, who then will forward the nomination to appropriate District officials and the Board. The Board will set the terms of naming a particular facility or event as suits its circumstances. Once a facility or event has been officially named, it shall not be renamed except for compelling reasons to be determined by the Board.

Criteria that shall be considered when naming school facilities are:

1. Only a District facility with a specific purpose may be named. Only ongoing events or events of substantial importance may be officially named.
2. A facility or event may be named after a geographic location and/or a section of the District it serves.
3. If a facility or event is to be named after a person, that person shall be of exemplary character; have made an outstanding contribution to education, humanity or the community; have displayed outstanding leadership; or be a person of historical significance. If named after a District employee, that person shall be retired from all District affiliations or departed for a minimum of one year.
4. Facilities or events may also be named after major contributors to the District without whom the event or new facilities would not have been possible.
5. Parts of facilities or events may be named after individuals using the same criteria for recognition of individuals.

Legal Ref.: Section 120.17(9) Wisconsin Statutes (Notification of Postmaster of New School Names)

Local Ref.: Policy #842 - Donation and Memorial Signage

EMPLOYEE HANDBOOK (EHB) PROPOSED CHANGES FROM JANUARY 9, COMMITTEE MEETING							
#	Name on Form	EHB Part	EHB Page/Section/Section #	Employee HB Com Recommendation to Make Change	Board Action		Date
					YES	NO	
1	Beth Oswald	Part 1 - All Staff	Pg. 26, Section 5, 5.01 - Payroll Cycle - Pay Periods	Yes			
2	Mandi Firgens, Dave Kopf, Greg Vossekuil	Part 1 - All Staff	Pg. 26, Section 5, 5.01 - Payroll Cycle - Pay Periods	No			
3	Melissa Hammann, Jane Oberdorf	Part 1 - All Staff	Pg. 30, Section 9, 9.01 - 9:03 - Jury Duty	Yes			

Clerical Items -

Remove any reference to policy # 529.2 - Jury Duty.

12/22/16

January 9 proposed changes for committee

1st Reading: 1/25/17

2nd Reading: 2/8/17

EVANSVILLE COMMUNITY SCHOOL DISTRICT

Employee Handbook Committee Minutes

The Employee Handbook Committee meeting was held Monday, January 9, 2017, at 4:30 pm in the District Board and Training Center.

Attendance

Members in attendance: John Rasmussen, Brian Benson, Melissa Hammann, Michelle Klopp, Jerry Roth, Steve Scherber, and Mark Schwartz. Absent: Keith Hennig and Catherine Schuett. Others in attendance: Kelly Mosher.

Appoint Someone to Take the Minutes

Ms. Mosher volunteered to take the minutes.

Approve October 3, 2016, Minutes

Motion by Mr. Scherber, seconded by Ms. Hammann, moved to approve the October 3, 2016, minutes, as presented. Motion carried, voice vote.

Review

Policy #152 – Employee Handbook, Appendix A, Employee Handbook Proposed Change Form, and Employee Handbook Clerical Items guide sheet. Same as in previous meeting.

Review Suggested Employee Handbook Changes From Each Employee Group Representative, District Office, and Policy Committee

#1 – Part 1, All Staff, Pg. 26, Section 5, 5.01, Payroll Cycle, Pay Periods and #2 – Part 1, All Staff, Pg. 26, Section 5, 5.01, Payroll Cycle, Pay Periods – Mr. Roth presented these two suggested language changes and pointed out the differences between the two. Discussion. Consensus to recommend to the Board to approve request #1 and deny request #2.

#3 – Part 1, All Staff, Pg. 30, Section 9, 9.01-9.03, Jury Duty – Ms. Mosher presented suggested change. Policy #529.2 – Jury Duty has been eliminated from the Policy Manual. Discussion. Consensus to recommend to the Board for approval.

Clerical Items – Ms. Mosher suggests removing any reference to policy #529.2 – Jury Duty, as has been removed from the Policy Manual. Consensus to remove as clerical item.

Next Meeting Date

Reminder that the next meeting will be Monday, March 13, 4:30 pm.

Adjourn

Motion by Mr. Roth, seconded by Mr. Scherber, moved to adjourn the meeting. Motion carried, voice vote. Meeting adjourned at 4:51 pm.

Submitted by Kelly Mosher, District Administrative Assistant

Approved: _____, Chair
John Rasmussen

Approved: _____

EVANSVILLE COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK PROPOSED CHANGE Effective Upon Board Approval July 1, Of Each Year

If you have a suggestion for an Employee Handbook change, please work with your employee group/representative to complete a form for each suggested change. Once the form is complete, please return to the District Administrator Administrative Assistant in the District Office, prior to each quarterly Employee Handbook Committee meeting. The Employee Handbook Committee will review, all suggested changes submitted by employee groups during each of the first three quarters of the school year, and the Committee Chair will forward recommendations to the Board of Education. The Board of Education will approve suggested changes quarterly, with implementation July 1 of each year.

Employee/School Board Member Name: Beth A. Oswald
Employee Handbook Part: Section 5, Pay Periods
Employee Handbook Page/Section/Section #: Section 5, 5.01 & 5.02, page 26,
Suggested Revision:

Salaried employees should be given the choice of either 20 or 24 pay periods annually, to be paid bi-monthly on the 10th and 25th of each month (September - June for those choosing 20 pays, or September - August for those choosing 24 pays).

How This Revision Furthers the Mission of the District (stated in policy #152, second paragraph, last sentence):

In the spirit of its Mission Statement, if we want our district to play an "active partnership with families and the community" we must start with our own employees. Teachers' family budgets and their and economic impact in the community will likely suffer during the months they do not receive paychecks. As salaried employees, teachers should not have to feel economic hardship by being paid only during the school year, yet almost 78% have said that is the case with only 20 payroll dates. Salaried employee payroll should not be terribly costly to calculate or distribute through the required direct deposit process, as it is computerized. Additionally, the District Vision Statement calls for "Highly Effective Staff." Staff will likely be more effective if they are not financially stressed and can focus on what is important - teaching our students.
*(The 78% of staff mentioned in this section refers the the results of a 2013 survey sent by the district.)

DISTRICT OFFICE USE ONLY

Form received: 2-21-16 per

Board of Education Approval of Change: YES ___ or NO ___; Action Date _____

Cost No additional cost to the District. Teachers Do have this option now, with July + August paychecks given to

Impact and Amount: them at the end of June *A Swanson*

Legal Impact: None *A Swanson*

#1

EVANSVILLE COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK PROPOSED CHANGE Effective Upon Board Approval July 1, Of Each Year

If you have a suggestion for an Employee Handbook change, please work with your employee group/representative to complete a form for each suggested change. Once the form is complete, please return to the District Administrator Administrative Assistant in the District Office, prior to each quarterly Employee Handbook Committee meeting. The Employee Handbook Committee will review, all suggested changes submitted by employee groups during each of the first three quarters of the school year, and the Committee Chair will forward recommendations to the Board of Education. The Board of Education will approve suggested changes quarterly, with implementation July 1 of each year.

Employee/School Board Member Name: Mandi Firgens, Dave Kopf, Greg Vossekuil

Employee Handbook Part: Section 5: Pay Periods

Employee Handbook Page/Section/Section #: Page 26 / Section 5

Suggested Revision:

How This Revision Furthers the Mission of the District (stated in policy #152, second paragraph, last sentence):

Teachers shall have their wages annualized over 26 pay periods beginning July 1 of each year and ending June 30 of each year. Teachers will receive pay every other Friday during the fiscal year.

DISTRICT OFFICE USE ONLY

Form received: 12-20-16 km

Board of Education Approval of Change: YES ___ or NO ___; Action Date _____

Cost Impact and Amount: No additional cost to the District - would not start this fiscal year.

Legal Impact: None - May impact teachers pay for retirement in the first year.

A. Aronson

#2

Section 5 PAY PERIODS

Refer to State Statutes 109.03(1)(b)

5.01 Payroll Cycle

A. School Year Employees:

1. Teachers: Teachers shall have their wages annualized over 20 or 24 pay periods beginning September 10 of each year and ending June 30 of each year. Teachers will receive pay on the 10th and 25th of each month. ~~Teachers who chose 24 pay periods will receive six (6) direct deposits of pay in June (10th and 25th) and four (4) additional days in June to be determined.~~ 25
or
Aug 25
2. Hourly Employees: Hourly employees will be paid bi-monthly on the 10th and 25th of each month.

- #### B. Calendar Year Employees: All employees scheduled to work the calendar year will be placed on the twenty-four (24) pay period cycle. Pay dates will be the 10th and 25th of each month.

5.02 Payroll Dates

If the payday falls on a Saturday, Sunday or a holiday, employees will be paid on the previous business day prior to the tenth (10th) or twenty-fifth (25th).

5.03 Direct Deposit Payment Method

The District will pay all employees through direct deposit on each pay date. Employees may change financial institutions at any time.

5.04 Definitions for Payroll Purposes

A day shall run from 12:00 midnight (a.m.) to 11:59 p.m.

5.05 Salary Deferrals –Tax Sheltered Annuities (TSA)

The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle").

#1 + #2

EVANSVILLE COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK PROPOSED CHANGE Effective Upon Board Approval July 1, Of Each Year

If you have a suggestion for an Employee Handbook change, please work with your employee group/representative to complete a form for each suggested change. Once the form is complete, please return to the District Administrator Administrative Assistant in the District Office, prior to each quarterly Employee Handbook Committee meeting. The Employee Handbook Committee will review, all suggested changes submitted by employee groups during each of the first three quarters of the school year, and the Committee Chair will forward recommendations to the Board of Education. The Board of Education will approve suggested changes quarterly, with implementation July 1 of each year.

Employee/School Board Member Name: Melissa Hammann/Jane Oberdorf

Employee Handbook Part: Part 1 - All Employees

Employee Handbook Page/Section/Section #: pg. 30, Section 9, 9.01-Jury Duty-9.03

Suggested Revision:

How This Revision Furthers the Mission of the District (stated in policy #152, second paragraph, last sentence):

See attached sheet

DISTRICT OFFICE USE ONLY

Form received: 10-24-16 JWR

[Empty box for District Office Use Only]

Board of Education Approval of Change: YES ___ or NO ___; Action Date _____

Cost Impact and Amount: None A. Adams

Legal Impact: None A. Adams

Section 9 - JURY DUTY LEAVE – pg. 30

CURRENT:

9.01 Jury Duty

Refer to Policy 529.2 – Jury Duty Leave

9.02 Employee Notice

An employee must notify his/her immediate supervisor as soon as notice of jury duty is received. Also the employee is expected to contact his/her supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.

9.03 Payment for Time Out on Jury Duty

Refer to Policy 529.2 – Jury Duty Leave

PROPOSED NEW LANGUAGE:

9.01 Jury Duty

Employees shall be granted time off with pay to report for jury duty. Employee must return to work if not required to be present for jury duty for the entire workday.

9.02 Employee Notice

An employee must notify his/her immediate supervisor as soon as notice of jury duty is received. Also the employee is expected to contact his/her supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.

9.03 Payment for Time Out on Jury Duty

Compensation received for jury duty (exclusive of travel pay or pay for jury duty on non-school days) shall be turned into the Payroll Department in the District Office.

An employee shall be allowed to appear in court when receiving a subpoena without loss of pay. This time missed from his/her duties shall be taken from personal business days or sick leave days if personal business days are not available. If the appearance is school related, no missed time will be taken from the staff member's personal business days or sick leave days.

SCHOOL SPONSORED EXCURSIONS

The Evansville Community School District Board of Education shall allow field trips and other school related excursions if such activities are judged to be of value by the principal. All out-of-school trips must have administrative approval.

Each overnight trip will be considered on its individual merits, but the school board will take into consideration at least the following in making a decision: (a) the educational purpose and the sponsor of the event (if any); (b) the number of school days to be missed; (c) the effect of the trip on other school activities; (d) the financial impact on individual families; (e) completion of proper arrangements. Such trips may be approved on a rotating basis to avoid conflicts and to the greatest extent possible, budgetary limitations for the district and students.

Funding arrangement for each trip must be approved by the building principal. Principals may approve overnight trips of only one night. Trips involving overnight stays of more than one night are permissible with principal support and approved by the board, including funding arrangements. The board should be informed of recurring annual trips after the initial year.

Parent permission slips must be signed in order for students to participate on all out-of-district school related excursions. All transportation for school-sponsored trips will be in accordance with state statutes.

The District reserves the right to require students to return home if student conduct warrants such action. The cost associated with the return to the home will be borne by the student and the family.

School transportation vehicles will normally be furnished for all school-sponsored excursions. Public transportation may be requested when deemed advisable by the building principal. All such travel shall be subject to budgetary limitations. School vehicles may not be used for trips which are not sponsored and/or financed by the school district. If it is necessary or advisable to use private motor vehicles to transport students, such vehicles shall be driven by a staff member or parent/guardian, and insurance and liability rest with the driver and vehicle owner. Students shall not be permitted to drive vehicles which transport other students.

The District is not responsible for student insurance coverage on school-sponsored excursions. The District advises all participants to acquire insurance coverage as is appropriate to the excursion, especially for extended or out-of-country travel. Participants on out-of-country excursions should adhere to all public health and medical recommendations and requirements.

Teachers and other school personnel shall accompany students on all excursions and shall assume responsibility for their proper conduct. The teacher or district-sanctioned person in charge of the group is responsible just as if the activity were conducted at school. Chaperones should provide close supervision and always be accessible to students. Chaperones are expected to conduct themselves as they would during a normal teaching day. Chaperones will be required to complete a background check.

Legal Ref.: Sections 118.001 Wisconsin Statutes (Duties and Powers of School Boards)
118.12(2)(a) (Duties and Powers of School Boards)
118.13 (Pupil Discrimination Prohibited)
120.12(2) (School Board Duties: General Supervision)
120.13(1) (School Board Powers)
121.54(7) (Transportation by School Districts)
895.437 (Use of Lodging Establishments)

Local Ref.: Policy #352.1 – Overnight Excursion Regulations
Policy - #352.2 – Planning and Supervision of School Trips
Policy #352.1 Form – Overnight Excursion-Parent/Guardian Permission

OVERNIGHT EXCURSION REGULATIONS

1. Excessive noise, disruptive or harassing behavior or any other serious misbehavior may result in the student or group being sent home at the expense of the parents/guardians. The decision shall be made by the school official in charge of the trip.
2. The presence of drugs and alcohol on or about a student is prohibited. If any student is found to be in possession of or using illegal drugs, said student shall be sent home immediately at the expense of his/her parents/guardians. There shall be no drinking of alcohol or entering taverns or bars during the entire trip. Any student who uses or is found to possess alcohol, tobacco/nicotine or other drugs on the trip may be sent home after the parents/guardians have been notified. The expense incurred by such action shall be paid by the student and his/her parents/guardians.
3. Bag inspection may be held at any time by the chaperones.
4. Smoking/vaping/electronic cigarettes or any other use of tobacco products is prohibited at any time.
5. No student is to leave the housing accommodations after dark, unless accompanied by a chaperone.
6. No student is to leave his/her room after bed check in the evening.
7. All students shall participate in all tours and other group activities.
8. For the safety of each student, parents/guardians shall be expected to notify the school of any physical limitation or restriction their child may have which school officials should be aware (i.e., diabetes, fainting spells, epilepsy, etc.).
9. If any student is arrested or cited for any criminal or civil infraction while on the class trip, the responsibility of paying any fine shall be borne by the student/parents and those parents/guardians shall be responsible for providing transportation home.
10. Each participating student must sign an agreement to abide by all rules and regulations, and his/her parent/guardian must give written permission for the student to go on the class trip.

Local Ref.: Policy #352 – School Sponsored Excursions

Policy #352.1 Form – Overnight Excursions-Parent/Guardian Permission

Policy #352.2 – Planning and Supervision of School Trips

Revised:

1st Reading: 1/25/17; 2nd Reading: 2/8/17; 3rd Reading: 2/22/17

OVERNIGHT EXCURSION – PARENT/GUARDIAN PERMISSION

Destination: _____ Date(s) of trip: _____

Student's Name: _____

Address: _____

Parent/Guardian Name: _____

Phone: _____

Alternate Contact Person: _____

Phone: _____

Physician: _____

Phone: _____

1. If emergency medical attention is necessary, I agree to have my child taken to the nearest medical facility and to have medical attention rendered as deemed necessary by the attending physician.

INSURANCE GROUP & SUBSCRIBER NUMBERS: _____

2. If your child has any medical disability, allergies, medication requirement, etc., please list them below. PLEASE BE COMPLETE AND SPECIFIC:

3. My child does _____, does not _____, have permission to swim on this trip.
NOTE: Supervision of the pool area may not be provided.

4. Any other restrictions? Explain.

5. I have read the financial arrangements, the itinerary and guidelines for rules of conduct for this trip and do hereby give my consent for the student named to participate on this trip.

Parent/Guardian Signature

Date

Revised:

1st Reading: 1/25/17; 2nd Reading: 2/8/17; 3rd Reading: 2/22/17

PLANNING AND SUPERVISION OF SCHOOL TRIPS

A sponsoring teacher shall request a field trip by completing a "Field Trip Request Form" and submitting it to the building principal. The form should be completed a minimum of one week in advance of the actual trip. All field trips shall be approved or disapproved, in writing, by the principal. Parental approval shall be obtained before a student is allowed to participate in a field trip. A list of students participating in a field trip shall be provided to the school office and all chaperones. Students may be assessed a fee to cover field trip costs.

Adequate adult supervision shall be provided for each field trip. The number of chaperones and their duties shall vary depending upon the nature of the field trip and the grade level of the students. Volunteer chaperone duties shall be determined by the teacher prior to the principal's final review and approval of the trip.

Staff trained to deal with the health needs of students on the trip should be included as chaperones. The health or medical needs should be reviewed at least one week prior to departure and the school nurse consulted to deal with health needs in time to develop contingency plans.

The staff member in charge, and other school personnel who assist, shall be responsible for knowing the trip site in relationship to any unusual hazards, safety conditions and/or special facilities. The staff member in charge is responsible for chaperones knowing their responsibilities. They should also:

1. Know and enforce all rules and regulations related to the place or site to be visited, as well as the school rules.
2. Discuss standards for vehicle safety, conduct and courtesy with all students prior to the trip.
3. Make it clearly understood that no discourtesy, disobedience or defiant behavior shall be tolerated.
4. Caution students to respect the property and rights of others.
5. Provide a statement of expectations and responsibilities for chaperones and a list of students in their charge.
6. Staff member in charge shall have at least one first aid kit, a list of student's health related needs, copies of medication forms, a plan in place for dispensing medications, and all student contact information.
7. Chaperones on duty should be easily identified by students with a name tag or other identifier.

All staff and volunteer chaperones shall abide by the following guidelines:

- a. Chaperones are directly responsible to the staff member in charge of the scheduled activity.
- b. Chaperones shall assume only those responsibilities as designated by the staff member in-charge.
- c. Chaperones shall ride to and from the area of destination with the students in the same means of transportation provided for the students.
- d. Chaperones shall have a list of students and emergency phone numbers available to them.

- e. Chaperones shall abstain from use of alcohol, controlled substances or tobacco/vaping/electronic cigarettes during the duration of the trip.
- f. Chaperones shall follow procedures outlined by the staff member in charge in cases of emergency.

Legal Ref.: Sections 118.001 Wisconsin Statutes (Duties and Powers of School Boards)
118.12(2)(a) (Duties and Powers of School Boards)
118.13 (Pupil Discrimination Prohibited)
120.12(2) (School Board Duties: General Supervision)
120.13(1) (School Board Powers)
121.54(7) (Transportation by School Districts)
895.437 (Use of Lodging Establishments)

Local Ref.: Policy #352 – School Sponsored Excursions
Policy #352.1 – Overnight Excursion Regulations
Policy #352.1 Form – Overnight Excursion-Parent/Guardian Permission

EVANSVILLE COMMUNITY SCHOOL DISTRICT
Evansville, Wisconsin

The regular meeting of the Board of Education of the Evansville Community School District was held Wednesday, February 8, 2017, at 6:00 pm in the District Board and Training Center.

The meeting called to order by President Mason Braunschweig. Roll call taken. Members present: Braunschweig, Busse, Rasmussen, Hammann, Oberdorf, Hennig, Spanton Nelson, HS Rep Roth and HS Rep Parker.

APPROVE AGENDA

Motion by Mr. Busse, seconded by Mr. Rasmussen, moved to approve the agenda, removing items: V. B – Architectural Firm Agreement; VII. Approval of Architectural Firm Agreement; and X. Executive Session. Motion carried, 7-0 (voice vote).

PUBLIC ANNOUNCEMENTS/RECOGNITION/UPCOMING EVENTS

- Career and Technical Education Month - February 1-28, 2017
- SkillsUSA Week – February 5-11, 2017
- Future Business Leaders of America (FBLA) Week– February 5-11, 2017
- Open Enrollment – February 6 – April 28, 2017
- Family, Career and Community Leaders of America (FCCLA) Week – February 12-18, 2017
- School Bus Driver Week – February 13 – 17, 2017
- FFA Week – February 18-25, 2017

PUBLIC PRESENTATIONS

None.

INFORMATION & DISCUSSION

High School Representatives, Ms. Roth and Ms. Parker, presented high school events.

Business Manager, Mr. Swanson, presented information on the 2017-2018 preliminary budget. Discussion.

Mr. Braunschweig presented the second Friday January attendance reports. Discussion.

Ms. Spanton Nelson led discussion on naming of the varsity soccer field, requesting to name it the Ron Butchen Soccer Field. Discussion.

Mr. Braunschweig gave an update on the 2018 potential referendum; sending out RFPs for the Construction Managers.

Mr. Braunschweig presented for a second reading, the Employee Handbook Suggested Proposed Changes of: #1, Part 1, All Staff, Pg. 26, Section 5, 5.01, Payroll Cycle, Pay Periods; #2, Part 1, All Staff, Pg. 26, Section 5, 5.01, Payroll Cycle, Pay Periods; #3, Part 1, All Staff, Pg. 30, Section 9, 9.01-9.03, Jury Duty; and #4, Clerical Items.

Ms. Hammann presented for a first reading, policies: #363-Access to Educational Technology; #363.2/554-Acceptable Use and Internet Safety Policy for Students, Staff and Guests; #363.3-Assistive Technology (Technology Concerns for Students With Special Needs); #375-Activities When School is Cancelled or Not in Session; and #723.3-Emergency Closings. Discussion.

Ms. Hammann presented for a second reading, policies: #352-School Sponsored Excursions; #352.1-Overnight Excursion Regulations; #352.1 Form-Overnight Excursion-Parent/Guardian permission; and #352.2 (#352.3)-Planning and Supervision of School Trips.

PUBLIC PRESENTATIONS

None.

CONSENT (Action Items)

Motion by Mr. Rasmussen, seconded by Ms. Oberdorf, moved to approve the agenda items: policies, #342-Programs for Student With Disabilities, #342.1-Local Agency Special Education Program, and #342.11-IDEA (Individuals With Disabilities Education Act) Team Process Summary; January 25, 2017, Regular and January 28, 2017, Special Meeting Minutes; and the January bills, as presented. Motion carried, 7-0 (roll call vote).

FUTURE AGENDA

February 22, 2017, regular meeting agenda discussed.

ADJOURN

Motion by Ms. Oberdorf, seconded by Ms. Spanton-Nelson, moved to adjourn the meeting. Motion carried, 7-0 (voice vote). Meeting adjourned at 6:24 pm.

Submitted by John Rasmussen, Clerk

Approved: _____ Dated: _____ Approved: 2/22/17
Mason Braunschweig, President

Unapproved Minutes

Recommendation to Remove – Not Required

ACCESS TO EDUCATIONAL TECHNOLOGY

The Board recognizes that educational technology is a valued resource for students and staff in the implementation of the District Curriculum. The District believes that all students should have access to educational technologies such as instructional television, distance learning, computer technology, telecommunications, etc. The Board is committed to providing appropriate hardware, software, professional development, and support to make this possible. The successful utilization of these technologies requires the responsibility of each staff member and student to use these tools for the express purpose of learning within the context of the District curricula.

The District will establish technology plans that monitor the use of technology through the following criteria:

- Equity of access for all students and staff to technology.
- Training for students and staff in how to use technology effectively in the classroom.
- District support including coordination, application, and technical assistance for each school.

Legal Ref.: Sections 120.13(1) Wisconsin Statutes
943.70
947.0125
PL 94-553, 1976 Federal Copyright Law
Children's Internet Protection Act
Neighborhood Children's Internet Protection Act

Mandated Policy

ACCEPTABLE USE AND INTERNET SAFETY POLICY FOR STUDENTS, STAFF AND GUESTS

I. Statement of Purpose

The Evansville Community School District (District) provides an Information Technology (IT) Network/System to students, staff, and guests to enhance teaching and learning and to facilitate communication. To that end, the District will set high expectations for network users by:

- Increasing student achievement through instructional integration of technology;
- Developing students who are college and career-ready;
- Continually improving professional development and curriculum materials that are accessible, realistic, and usable by all;
- Providing and supporting a well-planned infrastructure that is able to respond to the rigorous demands of integrated technology;
- Promoting the ethical use of technology; and
- Providing an environment of support and respect.

By accessing the District IT Network (computers, servers, networking equipment, software programs and electronic communication), users can build the skills necessary for success as life-long learners in a rapidly-changing world.

It is the purpose of this policy to advise users about District guidelines for acceptable use of District IT Network/Systems, personal property and accompanying privileges and disciplinary consequences for misuse. Before the District provides network access, students must agree to abide by this policy by submitting their signed consent. Staff agreement to this policy is implicit with employment.

II. Acceptable Use

The District IT Network is an important learning resource which must be accessed responsibly in order to maintain a positive learning environment. Individual users must be sensitive to the impact their actions may have across the network.

- The District IT Network resources will be used to support teaching and learning consistent with District education goals.
- The District will comply with Wisconsin statutory requirements and administration rules related to technology.
- Network users will have no expectation of privacy on the District IT Network or on any device that is connected to it, including personal property.

III. No Guarantee/Liability

The District does not guarantee the permanence or reliability of the IT Network or the accuracy and quality of information obtained through its services.

The District will not assume responsibility for the loss of information or damage to any devices connected to District IT Network by any user. Nor will it accept responsibility to

pay users for any claims, losses, or expenses incurred as a result of accessing the District IT Network.

IV. **Security**

District IT Network security ensures system stability and protects system users and District data.

Staff must notify the technology department if they find a possible security problem on the IT Network. Students and guests must notify a teacher or principal. Do not demonstrate the problem to other users.

Hacking and other illegal activities are prohibited. Using the District's IT Network and Internet access to gain unauthorized access to other computers or computer systems is prohibited.

Users are responsible for their individual account activity and must not share their passwords and account information with others.

V. **Digital Citizenship**

When communicating electronically, user etiquette must be appropriate and polite, as if one were speaking face-to-face with somebody.

The use of on-line social network sites and other Web 2.0 tools will be allowed for valid school related purposes in a directly supervised setting. All other uses are prohibited.

Staff shall not post any information regarding students on Internet sites that are not created for school related purposes. Student information may be posted as referenced in District policy. In addition, staff shall not link to or accept students as "friends" on personal social networking sites, Web 2.0 forums and gaming networks that are not for educational purposes. Any Internet communication (e.g. sites, pages, blogs or Wikis) created for a school related organization or department need to be preapproved by the building administrator. Any Internet communication that was not approved will be asked to close, shutdown or remove the Internet communication.

Cyberbullying is harassment and/or intimidation through the use of digital media/devices. System users will not use electronic technology to bully or harass another individual. Harassment includes repeatedly acting in a manner that annoys or upsets another person or knowingly posting hurtful information about a person or organization.

The District will provide instruction on standards of Internet safety regarding the appropriate use of social networking sites and communication tools, including the dangers of cyberbullying and sharing inappropriate and/or obscene media. To guard personal safety, users should not reveal personal information such as last name, address or telephone number. The system will not be used to access or transmit information that can be considered to be offensive, obscene, or harmful to minors.

VI. **Copyright**

System users will abide by the District copyright policy. Further, pirating, which is the illegal copying, downloading, installing or selling of software or copyrighted material, is prohibited. District IT Network users must adhere to software licensing requirements. Copyright laws that regulate the public showing of films also apply to "video-on-demand"

(e.g. Netflix) and personal copies of copyrighted movies and music. Consult the school library media specialist for licensing information.

VII. Monitoring

Routine maintenance and monitoring of the District IT Network may reveal that a user was or is violating the District's acceptable use policy or the law. If such an infringement were to occur, an individual investigation would be requested by the district administrator or his or her designee. Network users are reminded that any materials stored on the District's IT Network may be discoverable and subject to release under state public open records laws.

VIII. Personal Property

Personally owned electronic devices may access the Internet through the District IT Wireless Network. Users will adhere to all policies that apply to the use of the system. Student personal property may be searched by district administrator or his or her designee and/or confiscated if the District has a reasonable suspicion that policy has been violated or there is a safety threat. Personal devices connecting to the District's IT Wireless Network must be used for educational purposes and may not interfere with instruction or disrupt the learning environment.

IX. Privileges/Discipline

The District will cooperate fully with local, state, and federal officials in any investigation concerning or relating to any illegal activities conducted through the system.

In the event there is an allegation that a user has violated the District acceptable use policy or other rules and policies, an investigation will take place and the user will be given due process rights.

- Staff discipline shall be governed by relevant District policies and/or Employee Handbook.
- Students will be given the opportunity to be heard as outlined in the student handbook for each school. Student disciplinary consequences will be individualized to meet specific concerns related to the violation and help the student develop the self-discipline necessary for appropriate use of technology.

Guest user accounts may be suspended with or without notice.

Legal Ref.: Sections 118.001 Wisconsin Statutes (Duties and Powers of School Boards)
118.125 (Pupil Records)
120.12(1) (School Board Duties)
120.13(1) (School Board Powers)
943.70 (Computer Crimes)
944.21 (Obscene Material or Performance)
947.0125 (Unlawful Use of Computerized Communication Systems)
947.013 (Harassment)
Children's Internet Protection Act
Neighborhood Children's Internet Protection Act
Children's Online Privacy Act
Family Educational Rights and Privacy Act
Federal Copyright Law (17 U.S.C.)
Technology Education and Copyright Harmonization Act (TEACH Act)
Electronic Communications Privacy Act (18 U.S.C § 2510-2522)

Federal Family Educational Rights and Privacy Act
Broadband Data Improvement Act of 2008 (Title II)
Chapter 19, Subchapters II and IV General Duties of Public Officials
Chapter Adm, 12 Wisconsin Administrative Code
Electronic Records Management – Standards and Requirement

Local Ref.: Policy #771 - Copyright Compliance
Policy #347 - Exhibit Student Records Notice
Policy #536.2 - Suspension and Dismissal
High School Student Handbook
J.C. McKenna Middle School Student Handbook
Theodore Robinson Intermediate School Student Handbook
Levi Leonard Elementary School Student Handbook
Employee Handbook

Mandated Policy**ASSISTIVE TECHNOLOGY**

The Evansville Community School District Board of Education is committed to provide assistive technology for students to receive equitable access to the general education curriculum and/or environment. The District recognizes that students with disabilities and other students with special needs may require assistive technology devices and/or services to help them benefit from their educational program and achieve related standards and goals.

The District shall provide students with disabilities with special education and related services, based on their individualized education programs (IEP), as required by law. A student's need for assistive technology shall be determined on a case-by-case basis. If the IEP team determines that a particular assistive technology device and/or service is needed in order for the student to benefit from his/her education program, it will be included in the student's IEP.

For purposes of this policy and its implementation, an "assistive technology device" means any item, piece of equipment or product system, whether acquired commercially off the shelf, modified or customized, that is used to increase, maintain or improve functional capabilities of students with disabilities. "Assistive technology service" means any service that directly assists a student with a disability in the selection, acquisition or use of an assistive technology device. The term includes:

1. Evaluation of needs of a student with a disability, including a functional evaluation of the student's customary environment.
2. Purchasing, leasing or otherwise providing for the acquisition of assistive technology devices by students with disabilities.
3. Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices.
4. Coordinating and using other therapies, interventions or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs.
5. Training or technical assistance for a student with a disability or, if appropriate, that student's family.
6. Training or technical assistance for professionals, employers or others who provide services to, employ or are otherwise substantially involved in the major life functions of students with disabilities.

Those students having special needs but not requiring a formal IEP according to law (for example, migrant students, homeless students, students living with poverty and English Language Learners), will also be considered for assistive technology devices and/or services on a case-by-case basis. The District is committed to the concept of universal design for learning. This means that, to the greatest extent possible, the District shall recognize and accommodate all learners' individual differences.

Legal Ref.: Chapter 115, Subchapter V Wisconsin Statutes (Children With Disabilities)
Individuals with Disabilities Education Act (as amended)
Enhancing Education Through Technology Act of 2001 (Title II, Part D)
Section 504 of the Rehabilitation Act of 1973
Americans with Disabilities Act

Approved: May 11, 1987
Revised: May 13, 2002
1st Reading: 2/8/17; 2nd Reading: 2/22/17

375

TO REMOVE AS WILL INCLUDE IN POLICY 723.3-EMERGENCY CLOSINGS

ACTIVITIES WHEN SCHOOL IS CANCELLED OR NOT IN SESSION

There will be no practices of any kind conducted on those school days when school has been closed due to inclement weather or other reasons. Competitions or performances will be conducted at the discretion of the district administrator or designee. The decision shall be announced as broadly as possible.

Any extension in the existing scope of co-curricular or extracurricular activities (i.e. longer seasons, holiday tournaments, etc.) shall be contingent on the prior approval of the school board.

Release of students from practices of activities during vacation periods or other times school is not in session will be made by common arrangement and mutual agreement between the concerned parent(s)/guardian(s) and the appropriate coach or other activity advisor or director. Unresolved problems in this regard may be appealed to the program director and/or building principal.

Revised: July 16, 2007
Revised: October 9, 2013

723.3

Revised:
1st Reading: 2/8/17; 2nd Reading: 2/22/17

EMERGENCY CLOSINGS

The District Administrator shall have authority to close the district schools in the event of hazardous weather or other emergencies, which threaten the health or safety of students and personnel. This decision shall be based on the prevailing conditions across the district. Individual circumstances may vary. It is a parental decision to keep a child home should their circumstances lead them to a different conclusion.

When determining whether or not to close school due to hazardous weather, the District Administrator shall consult, as applicable, with the District bus Contractor, Buildings and Grounds director/Safety Coordination, other area districts, National Weather Service, law enforcement, county health and emergency management agencies. Upon reaching a decision to close the schools, the District Administrator will post the announcement on the District website, notify local television and radio stations who participate in announcing school closings, and families will be notified electronically. This information will be communicated annually to families.

There will be no practices of any kind conducted on those school days when school has been closed due to inclement weather or other reasons. Competitions or performances will be conducted at the discretion of the district administrator or designee. The decision shall be announced as broadly as possible.

Any extension in the existing scope of co-curricular or extracurricular activities (i.e. longer seasons, holiday tournaments, etc.) shall be contingent on the prior approval of the school board.

Release of students from practices of activities during vacation periods or other times school is not in session will be made by common arrangement and mutual agreement between the concerned parent(s)/guardian(s) and the appropriate coach or other activity advisor or director. Unresolved problems in this regard may be appealed to the program director and/or building principal.

The District Administrator shall develop other plans as necessary for the closing of the schools, late start, and early dismissal to provide for orderly procedures. It is the responsibility of each family to have a plan in place for their child(ren) should schools start late or end early.

Every effort will be made to have school cancellation/late start notification posted by 6:15 a.m. and early dismissal by 11:00 a.m.

The District shall, at a minimum make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days and hours) of the State of Wisconsin.

Legal Ref.: Sections 115.01(10) Wisconsin Statutes (Classifications)
120.12(27) (School Board Duties)
121.02(1)(f)(i) (School District Standards)
PI 8.01(2)(f), Wisconsin Administrative Code

EVANSVILLE COMMUNITY SCHOOL DISTRICT

Board of Education Regular Meeting Agenda

Wednesday, March 8, 2017

6:00 p.m.

District Board and Training Center

340 Fair Street (Door 36)

Note, public notice of this meeting given by posting at the District Office, Levi Leonard Elementary School Office, Theodore Robinson Intermediate School Office, J.C. McKenna Middle School Office, High School Office, Evansville School District Web Site: Evansville.k12.wi.us, and by forwarding the agenda to the Evansville Review, Union Bank & Trust and Eager Free Public Library.

- I. Roll Call: Mason Braunschweig Melissa Hammann Sandra Spanton Nelson
 Eric Busse Jane Oberdorf HS Board Rep Emmeline Roth
 John Rasmussen Keith Hennig HS Board Rep Ava Parker
- II. Approve Agenda.
- III. Public Announcements/Recognition/Upcoming Events:
- March – Art/Music Education Month
 - Back To School Days - August 8, 3:00-7:00 pm and August 16, 10:00-2:00 pm
- IV. Public Presentations.
- V. Information & Discussion:
- A. High School Student Board Representatives Report.
 - B. 2017-2018 Preliminary Budget.
 - C. 2018 Potential Referendum Update.
 - D. First Reading of Policies:
 - 1. #
- VI. Public Presentations.
- VII. Business (Action Items):
- A. Approval of.
- VIII. Consent (Action Items):
- A. Approval of Policies:
 - 1. #363-Access to Educational Technology.
 - 2. #363.2/554-Acceptable Use and Internet Safety Policy for Students, Staff and Guests.
 - 3. #363.3-Assistive Technology (Technology Concerns for Students With Special Needs).
 - 4. #375-Activities When School is Cancelled or Not In Session.
 - 5. #723.3-Emergency Closings.
 - B. Approval of February 22, 2017, Regular Meeting Minutes.
 - C. Approval of February Bills.
- IX. Future Agenda – March 22, 2017, Regular Meeting Agenda.
- X. Interview Construction Managers
- XI. Adjourn.

This notice may be supplemented with additions to the agenda that come to the attention of the Board prior to the meeting. A final agenda will be posted and provided to the media no later than

CONTINUOUS SYSTEM IMPROVEMENT (CSI) SUB-COMMITTEE'S 2016-2017 GOALS

Staff and Student Teaching and Learning

The Goal of the Evansville Community School District is to achieve exceptional Literacy growth for all students by steadily increasing the number of students meeting state proficiency targets for English Language Arts in Grades 3 through Grade 11, as measured annually by the respective state assessments.

2016 - 2020 Grades 3-8 FORWARD EXAM, Grades 9 & 10 ACT ASPIRE, Grade 11 ACT

Growth targets begin with the baseline in 2015-16: 50.2% of Grades 3-11 students reaching proficiency in English Language Arts.

To meet expectations with continuous improvement results, growth targets increase as follows:

<u>School year</u>	<u>% of increase</u>	<u>% Proficient or Advanced</u>
2016-17	1%	51.2%
2017-18	2%	53.2%
2018-19	3%	56.2%
2019-20	3%	59.2%

Communication and Community Engagement

By May 2017, internal communication will improve by .10 on a 4.0 (2016 composite score = 2.79) scale as measured by the District Communication Survey.

Technology

Develop and implement a comprehensive professional development plan that supports staff in integrating best practices in teaching and learning to develop student proficiency in utilizing information literacy and technology.

Facilities and Operations

Goal 1 – Reduce energy consumption District-wide by 3% during the 2016-2017 Fiscal Year.

Goal 2 – Begin assessing current and future needs of the facilities & operations area, and start to produce a 5 – year plan to address those needs.

Climate and Culture

To build a sustainable positive school climate through a supportive environment in which staff model attitudes and value expectations fostered by respect, effective communication, positive relationships, involvement, and collaborative decision-making. This will be achieved through the implementation of focus groups that gather data through guided conversations with staff in their buildings.