

**GRANTON AREA SCHOOL DISTRICT  
217 NORTH MAIN STREET  
REGULAR SCHOOL BOARD MEETING  
MONDAY, SEPTEMBER 13, 2021 @ 6:45 PM  
GRANTON SCHOOL CENTRAL GYM**

**I. REGULAR BUSINESS**

- A. Call to Order
- B. Roll Call
- C. Verification of Notice to Public
- D. Pledge of Allegiance
- E. Approval of Agenda
- F. Consent Agenda
  - a. Previous Minutes
  - b. Financial Reports
- G. Other
  - a. Spotlight on Education
    - i. Student of the Month
    - ii. Staff of the Month

**II. STUDENT COUNCIL REPRESENTATIVE INPUT/REMARKS**

**III. PUBLIC COMMENTS**

**IV. AGENDA ITEMS**

- A. Check Register
- B. New Activity Account
- C. Out of State Trip
- D. School Tower
- E. Parking Lot
- F. COVID-19 Protocol
- G. Personnel

**V. OTHER REPORTS**

- A. School Board Committee Reports
- B. Principal's Report
- C. Superintendent's Report
- D. Other

**VI. CORRESPONDENCE**

**VII. EXECUTIVE SESSION**

- A. Convene in Executive Session under Wisconsin Statute 19.85 (1)(c)
- B. Return to Open Session

**VIII. ADJOURNMENT**

This meeting notice may be supplemented in order to comply with Wisconsin's open meetings law. If this notice is supplemented, the final notice 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.

# TREASURERS REPORT

08312021

- Net of Funds 10, 21, 27, 29, 50, 80  
\$ 1,230,004.32
  
- Fund 21 Trust & Agency  
\$ 5,340.88
  
- Fund 38 & 39 Debt Service  
\$ 32,321.66
  
- Fund 46 Capital Improvements  
\$ 57,029.21
  
- Fund 60 Activity Account  
\$ 66,502.63
  
- Fund 72 Scholarships  
\$ 93,482.78
  
- Fund 73 Trust Fund  
\$ 256,701.46

GRANTON AREA SCHOOL DISTRICT BANK BALANCE  
AS OF 08-31-21

FUND	COMPUTER ACCOUNT		BANK STATEMENT	
FUND 10-GENERAL	10-7110	85,867.46		
FUND 21-SPECIAL REVENUE TRUST	21-7110	5,340.88		
FUND 27-PACKAGE CONTRACT	27-7110	-59,133.66		
FUND 50- FOOD SERVICE	50-7110	-67,184.67		
FUND 80-COMMUNITY SERVICE	80-7110	82,731.87		
TOTAL IN GENERAL CHECKING ACCOUNT		47,621.88		
TOTAL IN RESERVE ACCOUNT		1,182,382.44		
TOTAL IN LAA(STATE INVESTMENT POOL)		0.00		
TOTAL OF FUNDS 10,21,27,29,50 & 80		\$1,230,004.32		
			GENERAL	\$47,621.88
			RESERVE	1,182,382.44
			LAA ACCT	<u>0.00</u>
FUND 21 TRUST AND AGENCY	21-7121	\$5,340.88	NET CASH	\$1,230,004.32
FUND 38 & 39-DEBT SERVICE	39-7110	\$32,321.66		
FUND 46 CAPITAL IMPROVEMENTS	46-7110	\$57,029.21		
FUND 49 CONSTRUCTION PROJECT	49-71100	\$0.00		
FUND 60 ACTIVITY ACCOUNTS	60-7110	\$66,502.63		
FUND 72 SCHOLARSHIPS	72-7110	\$93,482.78		
FUND 73 EXPENDABLE TRUST FUND	73-71100	\$256,701.46		

Regular School Board Meeting  
Monday, August 9, 2021 6:45 PM

Granton School Central Gym  
217 North Main Street  
Granton, WI 54436

**I. REGULAR BUSINESS**

I.A. Call to Order

Meeting called to order at 6:45 pm by President Theresa Hasz.

I.B. Roll Call

Doug Eichten - here, Paul Knoff - here, Dennis Kuehn - here, Cheryl Steinbach - here, Theresa Hasz - here. Also present was District Administrator James Kuchta, Principal Amanda Kraus, District Administrative Assistant Sheila Kind, and five community/staff members.

I.C. Verification of Notice to Public

Notice to Public was posted at the Granton School, Citizen's State Bank, Granton Post Office, the school website and published in the TRG.

I.D. Pledge of Allegiance

Pledge of Allegiance was led by President Theresa Hasz.

I.E. Approval of Agenda

Motion to approve the agenda as presented. This motion, made by Douglas Eichten and seconded by Dennis Kuehn. Voice vote. Motion carried.

I.F. Consent Agenda

Motion to approve the consent agenda, which includes minutes of the July 12, 2021 regular board meeting, and review of financial reports. This motion, made by Douglas Eichten and seconded by Paul Knoff. Voice vote. Motion carried.

<b><u>FINANCIAL REPORT:</u></b>	Net of Funds 10, 21, 27, 29, 50, 80	\$ 886,123.38
	Fund 21 Trust & Agency	\$ 5,340.88
	Fund 38 & 39 Debt Service	\$ 32,318.83
	Fund 46 Capital Improvements	\$ 57,021.71
	Fund 60 Activity Account	\$ 67,039.56
	Fund 72 Scholarships	\$ 93,449.78
	Fund 73 Trust Fund	\$ 256,701.46

I.G. Other

I.G.a. Spotlight on Education

There was no Spotlight on Education this month.

I.G.a.i. Student of the Month

There were no Students of the Month this month.

I.G.a.ii. Staff of the Month

There was no Staff of the Month this month.

**II. STUDENT COUNCIL REPRESENTATIVE INPUT/REMARKS**

There was no Student Council report this month.

**III. PUBLIC COMMENTS**

There were no Public Comments this month.

**IV. AGENDA ITEMS**

IV.A. Check Register

Motion to approve checks 43571-43631 for \$449,577.00, Fund 60 Activity Account 20183-20188 for \$4,659.86, and payroll for \$92,741.07. This motion, made by Paul Knoff and seconded by Douglas Eichten. Voice vote. Motion carried.

IV.B. Food Service

Motion to approve the changes to the Parental/Guardian Permission Form for Additional Food Purchases and the adult breakfast and lunch prices. This motion, made by Paul Knoff and seconded by Cheryl Steinbach. Voice vote. Motion carried.

IV.C. Alternative & Part Time Open Enrollments

Motion to approve the alternative and part time open enrollment applications. This motion, made by Douglas Eichten and seconded by Dennis Kuehn. Voice vote. Motion carried.

IV.D. 2021-22 Athletic Code/Handbook

Motion to approve the 2021-22 Athletic Handbook. This motion, made by Paul Knoff and seconded by Douglas Eichten. Voice vote. Motion carried.

IV.E. Athletics

Motion to approve offering high school wrestling program. This motion, made by Douglas Eichten and seconded by Paul Knoff. Voice vote. Motion carried.

IV.F. Granton Community Child Care Center

Motion to approve the proposed rate increase effective January 1, 2022. This motion, made by Paul Knoff and seconded by Dennis Kuehn. Voice vote. Motion carried.

IV.G. Employee Handbook

Motion to approve the recommended changes to the Granton Employee Handbook. This motion, made by Paul Knoff and seconded by Douglas Eichten. Roll call vote. Cheryl Steinbach: Abstain (With Conflict), Douglas Eichten: Yea, Theresa Hasz: Yea, Paul Knoff: Yea, Dennis Kuehn: Yea. Motion carried.

IV.H. COVID-19 Protocol

Motion to approve administrations Covid-19 protocol to begin the school year in Phase Pink. This motion, made by Paul Knoff and seconded by Douglas Eichten. Roll call vote. Theresa

Hasz: Nay, Douglas Eichten: Yea, Paul Knoff: Yea, Dennis Kuehn: Yea, Cheryl Steinbach: Yea. Motion carried.

#### IV.I. Personnel

Discussion on personnel items moved to Executive Session.

### V. **OTHER REPORTS**

#### V.A. School Board Committee Reports

1) Theresa Hasz reported a Joint Library Board meeting was held on August 2 with no changes made; 2) Dennis Kuehn and James Kuchta attended the CESA 10 annual convention on August 5, 2021.

#### V.B. Principal's Report

No Principal's report this month.

#### V.C. Superintendent's Report

1) Tower inspection completed; 2) End of year audit information; 3) GCCCC report for July; 4) Granton Area School pens; 5) Educational Quality Task Force.

#### V.D. Other

### VI. **CORRESPONDENCE**

There was no correspondence this month.

### VII. **EXECUTIVE SESSION**

#### VII.A. Convene in Executive Session under Wisconsin Statute 19.85 (1)(c)

Motion to convene in Executive Session at 8:42 pm for the purpose of discussing/taking action under Wisconsin Statute 19.85 (1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. This motion, made by Douglas Eichten and seconded by Dennis Kuehn. Roll call vote. Douglas Eichten: Yea, Theresa Hasz: Yea, Paul Knoff: Yea, Dennis Kuehn: Yea, Cheryl Steinbach: Yea. Motion carried.

#### VII.B. Return to Open Session

Motion to move from Executive Session to Regular Session at 9:50 pm. This motion, made by Paul Knoff and seconded by Dennis Kuehn. Roll call vote. Douglas Eichten: Yea, Theresa Hasz: Yea, Paul Knoff: Yea, Dennis Kuehn: Yea, Cheryl Steinbach: Yea. Motion carried.

School Board Clerk reported no action was taken in Executive Session.

Motion to approve the medical leave request from Ryan Westaby. This motion, made by Douglas Eichten and seconded by Cheryl Steinbach. Voice vote. Motion carried.

VIII. **ADJOURNMENT**

Motion to adjourn at 9:51 pm. This motion, made by Dennis Kuehn and seconded by Paul Knoff.  
Voice vote. Motion carried.

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Douglas Eichten, Clerk

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Theresa Hasz, President

VENDOR	CHECK CHECK		INVOICE		INVOICE
	NUMBER	DATE	AMOUNT	NUMBER	DESCRIPTION
ACCOUNTING WORKSHOP	43635	08/06/2021	335.00	07172102	CONVERSION REVIEW
ADVANCE AUTO PARTS	43636	08/06/2021	10.11	2219-40381	OIL FILTER
AMAZON WEB SERVICES	43637	08/06/2021	433.49	801347293	JULY 2021
AT&T	43638	08/06/2021	551.17	8255582609	PHONE SERVICE
AUDIO ARCHITECTS INC	43639	08/06/2021	743.75	78513	SERVICE WORK ON SITE 1-14-21
B&D LIQUID WASTE HAU	43640	08/06/2021	100.00	06302021	JUNE 4-30 (OH)
BAUERNFEIND BUSINESS	43641	08/06/2021	2,631.91	2377-03	CONTRACT FOR COPIERS 2021-2022
BOARDMAN & CLARK LLP	43642	08/06/2021	2,153.50	239256	LEGAL SERVICES
BUSHMAN DAIRY DIST I	43643	08/06/2021	6.75	L-382955	MILK
CESA #5	43645	08/06/2021	1,962.75	0002200116	SUPPORT-INFINITE CAMPUS/FOOD SERVICE
CESA #5	43645	08/06/2021	7,002.94	0002200068	ALIO LICENSE FEE
CLOVERBELT CONFERENC	43647	08/06/2021	2,000.00	2021-2022	ATHLETIC CONFERENCE DUES
D & J AUTO	43648	08/06/2021	90.00	25889	TRANS REVIEW
DCF	43649	08/06/2021	30.00	5000023243	BACKGROUND CHECK DAY CARE
GRANTON FFA ALUMNI	43650	08/06/2021	327.00	REMBSE	REIDER LODGING JULY 5-8
GRANTON HARDWARE	43651	08/06/2021	87.95	004409 35	MAIN SUPPLIES
INDIANHEAD FOOD SERV	43654	08/06/2021	870.88	INV-200818	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	1,036.83	INV-200817	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	485.49	INV-200811	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	369.45	INV-200810	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	130.54	INV-200809	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	663.38	INV-203804	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	6.00	INV-203797	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	122.74	INV-203798	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	312.28	INV-202163	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	280.24	INV-202160	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	368.25	INV-202158	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	43.90	INV-202156	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	2,132.06	INV-202155	FOOD
INDIANHEAD FOOD SERV	43654	08/06/2021	59.28	INV-202153	FOOD
INFINITE CAMPUS INC	43655	08/06/2021	2,681.75	ANNUAL0334	LICENSE 21-22
MENARDS	43656	08/06/2021	49.48	26445	MICROWAVE/DUST PANS
MID-STATE TRUCK	43657	08/06/2021	51.90	542265M	BUS SUPPLIES
MISSISSIPPI WELDERS	43658	08/06/2021	75.64	1351916	CYLINDER RENTAL
MULTI MEDIA CHANNELS	43659	08/06/2021	180.00	24054	ADVERTISING JULY 2021
OK TOWER SERVICE	43660	08/06/2021	2,000.00	0913	INSPECTION
ROGERS GROCERY	43661	08/06/2021	50.00	29007	BLEACH
ROGERS GROCERY	43661	08/06/2021	7.18	28413	MILK FOR DAYCARE
ROGERS GROCERY	43661	08/06/2021	1.59	28412	CHILD LUNCH
SERGEANT LABORATORIE	43662	08/06/2021	3,104.05	050721-AI	MEMBERSHIP FEE
SKYWARD ACCOUNTING D	43663	08/06/2021	3,125.00	542265M	FIXED ASSETS SOFTWARE
SMARTSIGN	43664	08/06/2021	28.28	MDS-350764	SIGNS
STUDENT ASSURANCE SE	43665	08/06/2021	4,458.00	2021/2022	PUPIL INSURANCE COVERAGE
TASB, INC	43667	08/06/2021	2,250.00	613587	BOARDBOOK 9-1-21/8-31-22
TRIMLINE LAWN CARE L	43668	08/06/2021	1,435.00	1533	JULY LAWN SERVICES
TRU LOCK	43669	08/06/2021	310.00	0520183923	PORT SWITCH
VERIZON WIRELESS	43670	08/06/2021	320.14	9884784378	7-21 SERVICE
WELLS FARGO	43671	08/06/2021	20.83	5016043846	COPIER RENTAL
WISCNET	43672	08/06/2021	1,500.00	17942	MEMBERSHIP FEE
WOLLER, ANNETTE	43674	08/06/2021	41.05	REMBSE	GAS FOR VAN
AMAZON	43690	08/17/2021	103.57	7569687967	WOLLER SUPPLIES
AMAZON	43690	08/17/2021	39.96	4338964596	WOLLER SUPPLIES FOR 100TH DAY OF SCHOOL
AMERICAN RED CROSS	43692	08/17/2021	427.00	22368318	LIFEGUARDING

VENDOR	CHECK		AMOUNT	INVOICE	INVOICE
	NUMBER	DATE		NUMBER	DESCRIPTION
B&D LIQUID WASTE HAU	43693	08/17/2021	100.00	07312021	BASEBALL FIELD PORT TOILET
BOARDMAN & CLARK LLP	43694	08/17/2021	59.00	239786	LEGAL MATTERS
BUSHMAN DAIRY DIST I	43695	08/17/2021	11.00	L-383076	MILK SUPPLY
BUSHMAN DAIRY DIST I	43695	08/17/2021	11.00	L-383199	MILK SUPPLY
BUSHMAN DAIRY DIST I	43695	08/17/2021	9.85	L-383198	MILK SUPPLY
BUSHMAN DAIRY DIST I	43695	08/17/2021	11.00	L-418502	MILK SUPPLY
BUSHMAN DAIRY DIST I	43695	08/17/2021	17.20	L-418501	MILK SUPPLY
CESA # 6	43696	08/17/2021	1,723.88	36754	SEEDS ANNUAL/WISEDATA
CURRICULUM ASSOCIATE	43697	08/17/2021	42.25	90031461	QUICK WORD PRACTICAL WRITING BOOKS
INDIANHEAD FOOD SERV	43699	08/17/2021	234.03	INV-208174	FOOD SUPPLY
INDIANHEAD FOOD SERV	43699	08/17/2021	725.85	INV-208176	FOOD SUPPLY
INDIANHEAD FOOD SERV	43699	08/17/2021	540.95	INV-208178	FOOD SUPPLY
INDIANHEAD FOOD SERV	43699	08/17/2021	203.75	INV-205257	FOOD SUPPLY
INDIANHEAD FOOD SERV	43699	08/17/2021	795.78	INV-205260	FOOD SUPPLY
INDIANHEAD FOOD SERV	43699	08/17/2021	157.02	INV-205261	SUPPLIES
INDIANHEAD FOOD SERV	43699	08/17/2021	581.17	INV-206792	FOOD SUPPLY
INDIANHEAD FOOD SERV	43699	08/17/2021	434.41	INV-206793	FOOD SUPPLY
J.W. PEPPER	43700	08/17/2021	51.00	363456784	SING WE CD
MADISON NATIONAL LIF	43702	08/17/2021	44.44	20210813AF	Payroll accrual
MENARDS	43703	08/17/2021	1,209.63	27156	3 SHELF KIT
NEWS PUBLISHING CO I	43704	08/17/2021	150.00	99133498	7-21 ADV
OAK RIDGE CHEMICAL I	43705	08/17/2021	1,605.56	073602	OIL BASED GYM FINISH/APPLICATOR PAD 24"
SAAVSUS	43706	08/17/2021	977.56	4026417325	WORKBOOKS/JOURNAL
SCHOLASTIC INC	43707	08/17/2021	121.00	M7142881 7	MY BIG WORLD
SCHOOL DATEBOOKS	43708	08/17/2021	248.35	S21-020927	PLANNERS
SCHOOL SPECIALITY	43709	08/17/2021	124.85	3081038211	WALLENHORST SUPPLIES
SCHOOL SPECIALITY	43710	08/17/2021	1,188.07	3081038173	TRAYS
SCHOOLMATE	43711	08/17/2021	319.50	IN00055871	STUDENT PLANNERS
SECURITY HEALTH PLAN	43712	08/17/2021	342.52	20210813AD	Payroll accrual
SECURITY HEALTH PLAN	43712	08/17/2021	374.47	20210813AD	Payroll accrual
SECURITY HEALTH PLAN	43712	08/17/2021	4,015.31	20210813AF	Payroll accrual
SECURITY HEALTH PLAN	43712	08/17/2021	11,541.59	20210813AF	Payroll accrual
SECURITY HEALTH PLAN	43713	08/17/2021	217.65	ARAC021311	RETIREE INS-WILLIAMS, G
SECURITY HEALTH PLAN	43713	08/17/2021	191.65	ARAC021311	RETIREE INS-WILLIAMS, D
TARLECKI, MATTHEW	43714	08/17/2021	15.00	951938	REMBSE TB TEST
TEACHER DIRECT	43715	08/17/2021	83.68	INV/2021/2	GRADE 4 SUPPLIES
TEACHER DIRECT	43715	08/17/2021	100.38	INV/2021/2	GRADE 3 SUPPLIES
TRU LOCK	43717	08/17/2021	310.00	0520184857	16-PORT POE SWITCH/FREIGHT
WE ENERGIES	43718	08/17/2021	328.21	0708921108	GAS JULY 2021
XCEL ENERGY	43719	08/17/2021	3,501.28	743193653	ELECTRIC JULY 8-AUG 8
CESA # 6	43721	08/18/2021	1,231.00	36534	CMS 4 SCHOOLS 21-22
CITIZEN'S STATE BANK	43722	08/18/2021	3,714.25	72921 ORDE	ENVELOPES US POSTAL SERVICE
DELTA DENTA OF WI	43723	08/18/2021	250.12	20210813AD	Payroll accrual
DELTA DENTA OF WI	43723	08/18/2021	69.71	20210813AD	Payroll accrual
DELTA DENTA OF WI	43723	08/18/2021	5.22	20210813AD	Payroll accrual
DELTA DENTA OF WI	43723	08/18/2021	19.50	20210813AD	Payroll accrual
SYMMETRY ENERGY SOLU	43726	08/18/2021	253.40	11371634	GAS VOLUMES
NECAS, BLAIR	43727	08/20/2021	2,000.00	2021-2022	MOVING EXPENSES
LOPEZ, LORETO	43728	08/27/2021	482.98	AUG 17-26	1 ST CHECK 21-22
MARQUEZ, CRISTOPHER	43729	08/27/2021	1,634.62	AUG 17-26.	1 ST CHECK 21-22
CITIZEN'S STATE BANK	43730	08/30/2021	540.00	20210827AD	Payroll accrual
AMAZON WEB SERVICES	43731	09/03/2021	-10.64	819942293	JULY USE 1-31
AMAZON WEB SERVICES	43731	09/03/2021	432.31	837179269	AUG 1-31
AMAZON WEB SERVICES	43731	09/03/2021	424.15	778764061	JUNE 2021

VENDOR	CHECK CHECK		INVOICE		INVOICE
	NUMBER	DATE	AMOUNT	NUMBER	DESCRIPTION
AMAZON WEB SERVICES	43731	09/03/2021	-8.48	773019933	JUNE 2021 CREDIT
AMAZON WEB SERVICES	43731	09/03/2021	-2.40	505076973	JULY 2020 CREDIT
ARROW PRECISION ASPH	43732	09/03/2021	7,790.00	4589	SEALCOATING AND STRIPING
AT&T	43733	09/03/2021	551.17	0128844603	AUG 21 BILL
AWSA-WFEA	43734	09/03/2021	765.00	23199	RENEWAL KRAUS NASSP MEMBERSHIP
BAUERNFEIND BUSINESS	43735	09/03/2021	264.57	INV123782	TONER
BUSHMAN DAIRY DIST I	43736	09/03/2021	11.00	L-418564	MILK
BUSHMAN DAIRY DIST I	43736	09/03/2021	11.00	L-418600	MILK
BUSHMAN DAIRY DIST I	43736	09/03/2021	11.00	L-418532	MILK
BUSHMAN DAIRY DIST I	43736	09/03/2021	56.50	L-418533	MILK
CDW-G	43738	09/03/2021	260.30	J428459	CABLE/APPS/ENTERPRISE
CDW-G	43738	09/03/2021	449.28	J514082	CABLE/APPS/ENTERPRISE
CDW-G	43738	09/03/2021	990.00	J707825	CHROMEBOOKS/LICENSE
CDW-G	43738	09/03/2021	7,481.10	J703657	CHROMEBOOKS/LICENSE
CESA # 10	43740	09/03/2021	51,828.25	0002200039	SHARED SERVICES 21-22 PMT 1
CESA # 7	43741	09/03/2021	11,946.19	22047	JULY 21 PERSONNEL-JK
CHESTNUT CONSULTING	43742	09/03/2021	1,833.33	MSP-8710	BILLING FOR SEPTEMBER
CINTAS CORPORATION	43743	09/03/2021	142.76	4094698718	CLEANING SUPPLIES
COMPLETE CONTROL INC	43744	09/03/2021	645.07	SRVCE04352	BASEBOARD HEATER LABOR/SUPPLIES
CRAMER, TAMMIE	43745	09/03/2021	21.99	REMBSE	TB TEST/FOLDERS
CURRICULUM ASSOCIATE	43746	09/03/2021	50.29	90037454	EVERYDAY WRITERS STUDENT BOOK
DELTA DENTA OF WI	43747	09/03/2021	361.10	20210827AD	Payroll accrual
DELTA DENTA OF WI	43747	09/03/2021	68.79	20210827AD	Payroll accrual
DELTA DENTA OF WI	43747	09/03/2021	28.63	20210827AD	Payroll accrual
DELTA DENTA OF WI	43747	09/03/2021	0.00	20210827AD	Payroll accrual
DELTA DENTA OF WI	43747	09/03/2021	0.00	20210827AF	Payroll accrual
DELTA DENTA OF WI	43747	09/03/2021	0.00	20210827AF	Payroll accrual
FOLLETT SOFTWARE COM	43748	09/03/2021	146.80	890340F	LIB BOOKS
FRANKLIN, BETHANY	43749	09/03/2021	49.03	AUG 12-19	MILES
GILBERTSON, KIM	43750	09/03/2021	74.96	REMBSE	CPR/TB-MAKENZIE
GRANTON AREA SCHOOL	43751	09/03/2021	1,744.20	FOOD SERVI	OWE FS FOR MILK
INDIANHEAD FOOD SERV	43752	09/03/2021	96.48	INV-211155	SUPPLIES
INDIANHEAD FOOD SERV	43752	09/03/2021	3.50	INV-213018	FOOD SUPPLY
INDIANHEAD FOOD SERV	43752	09/03/2021	390.90	INV-213020	FOOD SUPPLY
INDIANHEAD FOOD SERV	43752	09/03/2021	297.19	INV-213046	FOOD SUPPLY
INDIANHEAD FOOD SERV	43752	09/03/2021	1,284.84	INV-213047	FOOD SUPPLY
INDIANHEAD FOOD SERV	43752	09/03/2021	275.45	INV-209586	FOOD SUPPLY
INDIANHEAD FOOD SERV	43752	09/03/2021	1,240.02	INV-209590	FOOD SUPPLY
INDIANHEAD FOOD SERV	43752	09/03/2021	232.50	INV-209585	FOOD SUPPLY
INDIANHEAD FOOD SERV	43752	09/03/2021	273.68	INV-209582	FOOD SUPPLY
INDIANHEAD FOOD SERV	43752	09/03/2021	316.75	INV-211156	FOOD SUPPLY
INDIANHEAD FOOD SERV	43752	09/03/2021	792.10	INV-211157	FOOD SUPPLY
INDIANHEAD FOOD SERV	43752	09/03/2021	187.20	INV-211164	FOOD SUPPLY
KIDD, THOMAS	43753	09/03/2021	26.00	BOOKS	KIDD BOOKS
KIDD, THOMAS	43753	09/03/2021	600.00	81721	PRESENTATION
LAKESHORE LEARNING M	43754	09/03/2021	48.98	3968970827	KINDER SUPPLIES
MADISON NATIONAL LIF	43755	09/03/2021	119.67	20210827AF	Payroll accrual
MADISON NATIONAL LIF	43755	09/03/2021	5.94	20210826AF	Payroll accrual
MCGRAW-HILL	43756	09/03/2021	2,291.48	1183430770	SPECIAL ED MATERIALS
MCGRAW-HILL	43756	09/03/2021	327.64	1183596430	SPECIAL ED MATERIALS
MID-STATE TRUCK	43757	09/03/2021	286.88	543228M	ROTOR, ABS
MID-STATE TRUCK	43757	09/03/2021	569.20	543227M	BUS PARTS
MID-STATE TRUCK	43757	09/03/2021	30.31	542981M	GUARD FRT
MID-STATE TRUCK	43757	09/03/2021	19.06	542980M	FILTER

VENDOR	CHECK		AMOUNT	INVOICE	INVOICE
	NUMBER	DATE		NUMBER	DESCRIPTION
MISSISSIPPI WELDERS	43758	09/03/2021	75.64	1363082	CYLINDER OXYGEN
MORROW, BRITTANI	43759	09/03/2021	65.00	JUNE 17-24	SPEECH/LANGUAGE THERAPY
MORROW, BRITTANI	43759	09/03/2021	195.00	AUG 5-17	SPEECH/LANGUAGE THERAPY
MORROW, BRITTANI	43759	09/03/2021	325.00	JULY 1-29	SPEECH/LANGUAGE THERAPY
NASCO	43760	09/03/2021	423.68	132094	ART SUPPLIES
NASCO	43760	09/03/2021	1,465.18	122740	ART SUPPLIES
NASSCO INC	43761	09/03/2021	204.11	6040461	SANITIZER/WIPES
NDSM HOLDINGS, LLC	43762	09/03/2021	268.55	735507	MILK
NDSM HOLDINGS, LLC	43762	09/03/2021	79.77	735511	MILK
NDSM HOLDINGS, LLC	43762	09/03/2021	484.98	735515	MILK
NDSM HOLDINGS, LLC	43762	09/03/2021	484.98	756788	MILK
NEUMAN POOLS INC	43763	09/03/2021	366.40	4262	TUBE/INJECTOR VALVE
NICKEL, LADONNA	43764	09/03/2021	74.91	REMBSE	SUPPLIES FOR DAYCARE
OAK RIDGE CHEMICAL I	43765	09/03/2021	1,877.50	073733	CLEANING SUPPLIES
REALLY GOOD STUFF IN	43767	09/03/2021	182.82	7679528	GRADE 2 SUPPLIES
ROBERT W BAIRD & CO	43768	09/03/2021	3,250.00	PF-2125837	2021-2022 BUDGET MODEL
ROGERS GROCERY	43769	09/03/2021	17.40	28447	TOMATOES
SAVVAS LEARNING COMP	43770	09/03/2021	977.56	4026417325	WORKBOOKS/JOURNAL
SCHILLING PAPER COMP	43771	09/03/2021	2,915.26	835362-00	MAIN CLEANING SUPPLIES
SCHILLING PAPER COMP	43771	09/03/2021	68.82	835362-01	MAIN CLEANING SUPPLIES
SCHILLING PAPER COMP	43771	09/03/2021	828.60	837130-00	ANTIBACTERIAL SOAP/DISPENSERS
SCHOLASTIC BOOK CLUB	43772	09/03/2021	109.00	31139433	BOOKS FOR GRADE 1
SCHOLASTIC BOOK CLUB	43772	09/03/2021	21.80	31152818	BOOKS FOR GRADE 1
SCHOOL SPECIALITY	43773	09/03/2021	798.00	58024670	WORDLY WISE I3000 12 MONTH SUB
SCHOOL SPECIALITY	43773	09/03/2021	64.16	57732837	SUPPLIES-GRADE 3
SCHOOL SPECIALITY	43773	09/03/2021	18.55	3081038338	4K SUPPLIES
TP PRINTING COMPANY	43774	09/03/2021	914.03	177476	AUG 21 ADV
TRIMLINE LAWN CARE L	43775	09/03/2021	1,060.00	1552	AUG 21 LAWN SERVICES
VERIZON WIRELESS	43776	09/03/2021	320.10	9886953756	JUL24-AUG23
WARD'S SCIENCE	43777	09/03/2021	7.32	8805679922	SCIENCE SUPPLIES
WISCONSIN DRUG TESTI	43778	09/03/2021	101.50	49331	BACKGROUND CHECKS
WISCONSIN FFA	43779	09/03/2021	350.00	5544	CENTER FEE 2021-2022
EFTPS	8132021	08/13/2021	804.17	20210813AD	Payroll accrual
EFTPS	8132021	08/13/2021	20.00	20210813AD	Payroll accrual
EFTPS	8132021	08/13/2021	284.46	20210813AD	Payroll accrual
EFTPS	8132021	08/13/2021	1,216.28	20210813AD	Payroll accrual
EFTPS	8132021	08/13/2021	284.46	20210813AF	Payroll accrual
EFTPS	8132021	08/13/2021	1,216.28	20210813AF	Payroll accrual
WEA MEMBER BENEFITS	81320213	08/13/2021	150.00	20210813AD	Payroll accrual
WEA MEMBER BENEFITS	81320213	08/13/2021	50.00	20210813AD	Payroll accrual
WI DEPT OF REVENUE	81320212	08/13/2021	10.00	20210813AD	Payroll accrual
WI DEPT OF REVENUE	81320212	08/13/2021	436.97	20210813AD	Payroll accrual
EFTPS	82720212	08/26/2021	281.79	20210826AD	Payroll accrual
EFTPS	82720212	08/26/2021	152.37	20210826AD	Payroll accrual
EFTPS	82720212	08/26/2021	651.54	20210826AD	Payroll accrual
EFTPS	82720212	08/26/2021	152.37	20210826AF	Payroll accrual
EFTPS	82720212	08/26/2021	651.54	20210826AF	Payroll accrual
EFTPS	82720212	08/26/2021	0.00	20210826BD	Payroll accrual
EFTPS	82720212	08/26/2021	-97.52	20210826BD	Payroll accrual
EFTPS	82720212	08/26/2021	-417.00	20210826BD	Payroll accrual
EFTPS	82720212	08/26/2021	-97.52	20210826BF	Payroll accrual
EFTPS	82720212	08/26/2021	-417.00	20210826BF	Payroll accrual
EFTPS	82720212	08/26/2021	367.31	20210826CD	Payroll accrual
EFTPS	82720212	08/26/2021	68.14	20210826CD	Payroll accrual
EFTPS	82720212	08/26/2021	291.35	20210826CD	Payroll accrual

VENDOR	CHECK CHECK		AMOUNT	INVOICE	INVOICE
	NUMBER	DATE		NUMBER	DESCRIPTION
EFTPS	82720212	08/26/2021	68.14	20210826CF	Payroll accrual
EFTPS	82720212	08/26/2021	291.35	20210826CF	Payroll accrual
EFTPS	82720212	08/26/2021	3,621.25	20210827AD	Payroll accrual
EFTPS	82720212	08/26/2021	160.00	20210827AD	Payroll accrual
EFTPS	82720212	08/26/2021	922.63	20210827AD	Payroll accrual
EFTPS	82720212	08/26/2021	3,945.01	20210827AD	Payroll accrual
EFTPS	82720212	08/26/2021	922.63	20210827AF	Payroll accrual
EFTPS	82720212	08/26/2021	3,945.01	20210827AF	Payroll accrual
FLEET PRIDE	83120212	08/30/2021	257.68	6058801321	FUEL-BUSES
TDS TELECOM	8072021	08/07/2021	1,674.05	7152387175	JULY BILL
WEA MEMBER BENEFITS	8272021	08/27/2021	96.15	20210827AD	Payroll accrual
WEA MEMBER BENEFITS	8272021	08/27/2021	223.85	20210827AD	Payroll accrual
WEA MEMBER BENEFITS	8272021	08/27/2021	1,246.00	20210827AD	Payroll accrual
WI DEPT OF REVENUE	8262021	08/26/2021	242.40	20210826AD	Payroll accrual
WI DEPT OF REVENUE	8262021	08/26/2021	-82.47	20210826BD	Payroll accrual
WI DEPT OF REVENUE	8262021	08/26/2021	253.65	20210826CD	Payroll accrual
WI DEPT OF REVENUE	8262021	08/26/2021	10.00	20210827AD	Payroll accrual
WI DEPT OF REVENUE	8262021	08/26/2021	2,421.76	20210827AD	Payroll accrual
SAAVSUS	43706	09/03/2021	-977.56	4026417325	WORKBOOKS/JOURNAL
Totals for checks			232,358.86		

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	GENERAL FUND	32,673.33	0.00	127,379.24	160,052.57
27	SPECIAL EDUCATION	374.69	0.00	42,519.40	42,894.09
50	FOOD SERVICE FUND	2,052.44	0.00	19,343.82	21,396.26
80	COMMUNITY SERVICE FUND	7,033.90	0.00	982.04	8,015.94
***	Fund Summary Totals ***	42,134.36	0.00	190,224.50	232,358.86

\*\*\*\*\* End of report \*\*\*\*\*

**BENEFIT EXPENDITURES-PAYROLL**

**August 13, 2021 Payroll**

Medicare	\$ 555.62
FICA	\$2,375.82
WRS	\$2,724.59
Dental	\$ 851.29
Health	\$12,300.87
LTD	<u>\$ 129.25</u>
	\$18,937.44

**August 13, 2021 Payroll (2)**

Medicare	\$ 284.46
FICA	\$1,216.28
WRS	\$1,060.96
Dental	\$ .00
Health	\$ 4,973.31
LTD	<u>\$ 44.44</u>
	\$7,579.45

**August 27, 2021 Payroll**

Medicare	1,045.62
FICA	\$ 4,470.90
WRS	\$ 4,623.65
Dental	\$ 945.89
Health	\$19,151.53
LTD	<u>\$ 197.42</u>
	\$30,435.01

**AMOUNT TO BE APPROVED:**

**09-13-2021**

**FUND10-80-GENERAL \$232,358.86**

**FUND 60-ACTIVITY      \$0.00**

**GENERAL 43635-43779  
ACTIVITY**



# Professional Services Agreement

This AGREEMENT (Agreement) is made today July 20, 2021 by and between GRANTON AREA SCHOOL DISTRICT (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:** 2021 Parking Lot Reconstruction

**The scope of the work authorized is:** See Attached Scope

**The schedule to perform the work is:** Approximate Start Date: Jul 2021  
Approximate Completion Date: Sep 2022  
(completion of all phases once authorized)

**Phase I:**

**The lump sum fee for the wetland and survey work is:** **\$6,400**  
(Wetland Delineation = \$3,700, Topo Survey = \$2,700)

**Phase II (Additional Services When Authorized)**

**The lump sum fee for the design and bidding work is:** **\$22,900**  
(Design & Plan Preparation = \$20,300, Bidding = \$2,600)

**The estimated fee for the construction administration work is:** **\$3,400**

**The estimated fee for the construction observation work is:** **\$4,000**

**Project Total (Phase I and II when authorized)** **\$36,700**


All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for the design and bidding services will be on a lump sum basis. Payment for the construction administration and construction observation services will be on a time and expense basis.

**Approval:** Authorization to proceed with Phase I is acknowledged by signatures of the parties to this Agreement. Phase II will not be started until authorized.

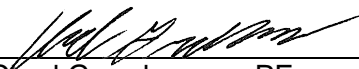
**GRANTON AREA SCHOOL DISTRICT**

**MSA PROFESSIONAL SERVICES, INC.**

James Kuchta, Ed. S.  
Interim District Administrator  
Date: \_\_\_\_\_

  
Dan Borchardt, PE  
Team Leader  
Date: 07/20/2021

217 North Main Street  
Granton, WI 54436  
Phone: 715-238-7292

  
Chad Grundemann, PE  
Project Engineer  
Date: 07/20/2021

146 North Central Ave. Suite 201  
Marshfield, WI 54449  
Phone: 715-502-2586

**MSA PROFESSIONAL SERVICES, INC. (MSA)  
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

**ATTACHMENT A:  
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects .....	\$115 – \$175/hr.
Clerical .....	\$ 80 – \$125/hr.
CAD Technician .....	\$ 95 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$146/hr.
Housing Administration .....	\$ 82 – \$125/hr.
Hydrogeologists.....	\$127 – \$160/hr.
Planners .....	\$ 90 – \$180/hr.
Principals.....	\$175 – \$369/hr.
Professional Engineers .....	\$ 92 – \$200/hr.
Project Manager.....	\$ 150 – \$242/hr.
Professional Land Surveyors .....	\$ 87 – \$180/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians .....	\$ 70 – \$132/hr.
Wastewater Treatment Plant Operator.....	\$ 80 – \$ 100/hr.

**REIMBURSABLE EXPENSES**

Copies/Prints.....	Rate based on volume
Fax .....	\$1.00/page
GPS Equipment.....	\$40/hour
Mailing/UPS .....	At cost
Mileage – Reimbursement (currently \$0.575/mile, 1/1/21 \$0.56/mile) ....	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile) .....	Rate set by Fed. Gov
Nuclear Density Testing .....	\$25.00/day + \$10/test
Organic Vapor Field Meter .....	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods.....	At cost
Total Station .....	\$30/hour
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing .....	At cost
Trimble Geodimeter.....	\$30/hour

\* Labor rates represent an average or range for a particular job classification. These rates are in effect until December 25, 2021.

## PROJECT DESCRIPTION

The project consists of the reconstruction of the existing south parking lot at the Granton School. The south parking lot is comprised of connected paved and gravel lots adjacent to the elementary school and district office building entrance between the building's south wing and CTH K.

The parking lot is expected to be replaced with a typical section of 4 inches of asphalt pavement over 8 inches of base aggregate dense and 12 inches of breaker run. Concrete curb & gutter is not desired by the Granton Area School District. If curb is necessary in certain locations, asphalt curb, or short runs of mountable concrete curb will be pursued. 6 inch underdrain with clear stone trench is anticipated to be necessary throughout the reconstructed lot. Sidewalk replacement adjacent to the south building wing is expected to be necessary. The replacement of the sidewalk along CTH K is also expected to be replaced from the southern park lot project limit, up to the south driveway of the north parking lot which was reconstructed in 2014.

Some storm sewer pipe construction is expected to be necessary to convey roof and parking lot stormwater flows. No public utilities (sanitary sewer / water) are anticipated to be affected by the project. Private utilities such as electric, gas, and communication might be affected, and coordination will need to take place. No rock excavation or dewatering are anticipated to be necessary for the project. All work is expected to be performed within the existing school district property limits and the CTH K roadway right of way.

Although the total disturbed project area for the south lot project is expected to be less than 0.75 acres, cumulative disturbance on the school property has exceeded the 1 acre WDNR threshold for construction site permitting. Since the north parking lot project constructed in 2014 was greater than 1 acre, any subsequent school site projects will need to follow the WDNR construction site stormwater NOI process. The prior north parking lot project addressed post construction stormwater requirements on its own, so the currently planned south parking lot project will only need to provide best management practices for its own stormwater. The south lot project is expected to be required to meet 40% TSS reduction and is expected to need a bioretention basin.

## SCOPE OF SERVICES

MSA will provide services as set forth in the attached checklist.

## SUBCONSULTANTS

MSA recommends that the Owner contract directly with a third-party consultant to complete the following tasks which are not included in our fee. MSA will assist in coordinating this work.

- Geotechnical Investigation

## DELIVERABLES

MSA will provide the deliverables as stated in the attached checklist.

## ADDITIONAL SERVICES

Services that are not included in the Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement.

PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
July 2021	Owner approves Professional Services Agreement
July 2021	MSA begins work
August 2021	Conceptual Layouts based on GIS and Aerial complete
August 2021	Wetland Delineation during growing season
August 2021	Topo survey after wetland delineation complete
August 2021	Soil borings completed
October 2021	Preliminary Plans complete
December 2021	Final Plans complete, Permit applications submitted
February 2022	Bidding process
March 2022	Owner awards construction contract
June 2022 to July 2022	Construction
August – September 2022	Project Closeout

OWNER'S RESPONSIBILITIES

- Owner is responsible for items stated as such in the attached scope checklist.
- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will authorize submittal of necessary permit applications and pay associated fees.

Scope of Services Checklist  
 2021 PARKING LOT RECONSTRUCTION  
 VILLAGE OF GRANTON, CLARK COUNTY  
 GRANTON AREA SCHOOL DISTRICT



Attn: James Kuchta, Ed. S.  
 Date: July 12, 2021

A.	Research & Data Collection	Provided by Client	Not Included	Included
A. 1	Legal Description of the subject property		X	
A. 2	Title Opinion/Abstract depicting Deed Restrictions & Easements		X	
A. 3	Existing Site Survey Information (as available)		X	
A. 4	Obtain, Review and Incorporate GIS or Tax Parcel Mapping Data			X
A. 5	Obtain, Review and Incorporate WDNR Wetland Inventory Mapping			X
A. 6	Obtain, Review and Incorporate FEMA Flood Plain Mapping			X
A. 7	Obtain, Review and Incorporate Soils Mapping			X
A. 8	Obtain, Review and Incorporate Available As-built Information (north parking lot only)			X
A. 9	Review and Incorporate Initial Land Use Concepts		X	
A. 10	Review Zoning Ordinances		X	
A. 11	Obtain and Review Shoreland Zoning		X	
A. 12	Obtain and Review Subdivision Ordinances		X	
A. 13	Obtain Available Utility Mapping from Municipality		X	
A. 14	Obtain As-Built Utility Records (Private Utilities)		X	
A. 15	Site Visit / Abbreviated Kick Off Meeting On Parking Lot Site			X
A. 16	Request Diggers Hotline Marking			X

B.	Topographic & Boundary Surveying	Provided by Client	Not Included	Included
B. 1	Boundary Survey		X	
	a Stake Lot Corners (mark existing lot corners and set missing or disturbed corners)		X	
	b Stake Lot Lines - Intervisible Points		X	
B. 2	Topographic Survey - U.S.G.S. or Local Elevation Datum including:			X
	a Ground Contours			X
	b Water Bodies/Drainage Courses			X
	c Streets, Drives, Sidewalks, Pavement Areas			X
	d Visible Utilities			X
	e Underground Utility Markings (as marked by Digger's Hotline or Owner)			X
	f Utility inverts (Manholes, Inlets, Culverts)			X
	g Tree/Landscape/Retaining Wall Lines			X
	h Individual Trees			X
	i Buildings and Structures			X
	j Signs			X
	k Other Features as visible			X
B. 3	Subdivision of Lands		X	
	a Legal Description	Number of Lots	X	
	b Certified Survey Map	Number of Lots	X	
	c Preliminary Plat	Number of Lots	X	
	d Final Plat	Number of Lots	X	
	e Public Meetings	Number of Mtgs	X	
	f Client Meetings	Number of Mtgs	X	
B. 4	American Land Title Survey (ALTA Survey)		X	
B. 5	Review of Easements/Title Opinion/Abstract (as provided by Client)		X	
B. 6	Generate Electronic Survey Map (in .dwg format needed for design drawings only)			X
B. 7	QA/QC Review			X

Scope of Services Checklist  
 2021 PARKING LOT RECONSTRUCTION  
 VILLAGE OF GRANTON, CLARK COUNTY  
 GRANTON AREA SCHOOL DISTRICT



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C.	Conceptual Design	Provided by Client	Not Included	Included
C. 1	Virtual Web Meeting with Client to review concepts and select an option			X
C. 2	Review Local Infrastructure Requirements		X	
C. 3	Review Storm Water Requirements			X
C. 4	Proposed Building Footprint		X	
	a Door Locations		X	
	b Elevation Drop Outside Building		X	
	c Walkout/ Varying FFE's		X	
	d Roof Drainage Plan		X	
	e Loading Zone Location/Height		X	
	f Truck Docks		X	
C. 5	Proposed Utility Connections (at building)		X	
	a Location at Building		X	
	b Material		X	
	c Size		X	
	d Depth at Building		X	
C. 6	Proposed Site Utility Routings			X
	a Storm Sewer			X
	b Sanitary Sewer		X	
	c Water		X	
	d Electric		X	
	e Gas, Telephone, Cable		X	
C. 7	Miscellaneous Site Plan Items			X
	a Retaining Wall Location		X	
	b Parking			X
	c Loading Zone			X
	d Drive-Through		X	
	e Refuse Collection		X	
	f Facility Signage		X	
C. 8	Conceptual Development Plans			X
	Number of Alternatives - Work with the client to review 2 conceptual			
	a options to optimize parking spaces and traffic flow			X
	b Pencil Sketch Plan		X	
	c CAD Sketch Plan			X
	d Color Presentation Exhibit		X	
C. 9	Deliverables			X
	a Hard Copies		X	
	b 8 1/2" x 11" Number		X	
	c 11" x 17" Number		X	
	d 24" x 36" Number		X	
	e Electronic Copies			X
	f PDF Format			X
	g DWG Format		X	
C. 10	Incorporate "Final Layout Plan" (From Client) into Survey Base Map		X	
C. 11	Preliminary Opinion of Probable Construction Cost (Budget Level Estimate with Major Items Only)			X
C. 12	QA/QC			X

Scope of Services Checklist  
 2021 PARKING LOT RECONSTRUCTION  
 VILLAGE OF GRANTON, CLARK COUNTY  
 GRANTON AREA SCHOOL DISTRICT



Attn: James Kuchta, Ed. S.  
 Date: July 12, 2021

D.	Rezoning - (Not Included)	Provided by Client	Not Included	Included
D. 1	Complete Required Applications		X	
D. 2	Provide Site Drawings to Client for Submittal		X	
D. 3	Color Renderings		X	
D. 4	Exhibits		X	
D. 5	Project Narrative		X	
D. 6	Full Size Presentation Boards		X	
D. 7	Submit Rezone Package to Municipality		X	
D. 8	Meeting Attendance		X	

Scope of Services Checklist  
 2021 PARKING LOT RECONSTRUCTION  
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 GRANTON AREA SCHOOL DISTRICT



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E.	Preliminary Design	Provided by Client	Not Included	Included
E. 1	Virtual Web Meeting with Client to review preliminary design			X
E. 2	Phase 1 Environmental Site Assessment		X	
E. 3	Wetland Delineation			X
	a Field Flag			X
	b Field Survey			X
	c Wetland Delineation Mapping			X
E. 4	Title Sheet			X
E. 5	Existing Conditions Plan (topo survey)			X
E. 6	Demolition/Removal Plan			X
E. 7	Project Overview Plan			X
E. 8	Site Layout Plan			X
E. 9	Site Grading Plan w/ Spot Grades			X
E. 10	Site Erosion Control Plan			X
E. 11	Site Utility Plan			X
	a Sanitary Sewer Service		X	
	b Water Service		X	
	c Storm Sewer (plan and flow calculations) - shown on grading plan sheet			X
	d Electric - general note only		X	
	e Gas - general note only		X	
	f Telephone - general note only		X	
	g Cable TV		X	
	h Private Sanitary Lift Station		X	
	i Private Forcemain		X	
	j Private Well		X	
	k Private Septic		X	
E. 12	Construction Details			X
E. 13	Water Main (Public)		X	
E. 14	Sanitary Sewer (Public)		X	
E. 15	Retaining walls		X	
E. 16	Landscape Plan		X	
E. 17	Lighting Plan		X	
E. 18	Traffic Impact Assessment		X	
E. 19	Permitting/Regulatory Approvals			X
	a Municipality - Village of Granton Building Permit	Number of Meetings - 0		X
	b Site Plan		X	
	c Driveway - covered under building and county highway permit		X	
	d County - Work in County ROW Permit	Number of Meetings - 0		X
	e Zoning		X	
	f Highway		X	
	g WDNR (refer to Storm Water Management Section)			X
	h WDSPS Sanitary Service - Plumbing Designer to submit exterior site sanitary with Building Plumbing Submittal for Approval		X	
	i WDSPS Water Service - Plumbing Designer to submit exterior site water with Building Plumbing Submittal for Approval		X	
	j Public Water Main		X	
	k Public Sanitary Main		X	
	l WisDOT	Number of Meetings 0	X	

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 2021 PARKING LOT RECONSTRUCTION  
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E.	20	Utility Coordination - Coordinate the Proposed Work with Existing Utility Companies			X
	a	Sanitary Sewer			X
	b	Water Service			X
	d	Electric			X
	e	Gas			X
	f	Telephone			X
	g	Cable TV			X
E.	21	Mapping Exhibits		X	
	a	Annexation Exhibits		X	
	b	Easement Exhibits		X	
	c	Street/Alley Vacation Exhibits and Descriptions		X	
E.	22	Preliminary Opinion of Probable Construction Cost		X	
E.	23	QA/QC Review			X

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Attn: James Kuchta, Ed. S.  
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		Provided by Client	Not Included	Included
F.	<b>Storm Water Management</b>			
F.	1 Soil Test Pits or Borings (Refer to Geotechnical Section)	X		
	a Field Locate Test Pits or Borings		X	
	b Perform Excavation or Borings		X	
	c Field Characterization		X	
	d Preparation of Test Pits Logs		X	
F.	2 Soil Characterization for Infiltration Analysis		X	
F.	3 Storm Water Management Plan			X
	a On-Site Storm Water Detention/Retention, for rain events greater than 5 years.			X
	b Off-Site Storm Water Detention/Retention		X	
	c On-Site Infiltration		X	
	d On-Site Total Suspended Solids (TSS) removal			X
	e Underground Storm Water Detention/Retention		X	
	f Decorative Storm Water Detention/Retention		X	
	g Stormwater Capture & Re-use		X	
F.	4 Storm Water Management Plan Permitting			X
	a NR 151 / 216 Compliance (for cumulative sites > 1 acres of disturbance, north lot constructed after 2001)			X
	b Municipality		X	
	c County		X	
	d WDNR (NOI)			X
F.	5 Wetland & Waterway Permitting			X
	a DNR - Chapter 30 (General Permit)			X
	b DNR Chapter 30 (Individual Permit)		X	
	c County Shoreland Zoning		X	
	d Flood Plain Study		X	
	e Flood Encroachment Study		X	
	f USACOE Section 404 Permitting		X	
F.	6 QA/QC Review			X

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G.	Final Design	Provided by Client	Not Included	Included
G. 1	Technical Specifications for Design			X
	a Within Drawing Set		X	
	b Document Format (MSA, CSI, AIA, Client)			X
	c Special Requirements			X
G. 2	Project Manual			X
	a Contract Document Type (EJCDC, AE, Client)			X
	b Insurance Requirements			X
	c Bonding Requirements			X
	d Liquidated Damages			X
	e MBE/WBE Requirements			X
	f Construction Schedule			X
G. 3	Title Sheet			X
G. 4	Existing Conditions Plan (topo survey)			X
G. 5	Demolition/Removals Plan			X
G. 6	Project Overview Plan			X
G. 7	Site Layout Plan			X
G. 8	Site Grading Plan			X
G. 9	Site Utility Plan			X
	a Sanitary Sewer Service		X	
	b Water Service		X	
	c Storm Sewer			X
	d Electric - general note only		X	
	e Gas - general note only		X	
	f Telephone - general note only		X	
	g Cable TV		X	
	h Private Sanitary Lift Station		X	
	i Private Forcemain		X	
	j Private Well		X	
	k Private Septic		X	
G. 10	Construction Details			X
G. 11	Roadways		X	
	a Plan/Profile Drawings		X	
	b Cross Sections		X	
G. 12	Landscape Plan		X	
G. 13	Lighting Plan		X	
G. 14	Proposed Easement Descriptions		X	
G. 15	Cut/Fill Analysis		X	
G. 16	Pavement Mix Design - using standard WisDOT pavement items			X
G. 17	Deliverables			X
	a Construction Drawings (Hardcopy) Number		X	
	b 8 1/2" x 11" Number		X	
	c 11" x 17" Number			X
	d 24" x 36" Number		X	
	e Specs Number			X
	f Electronic Copies			X
	g PDF Format (11x17)			X
	h DWG Format		X	
G. 18	QA/QC - Meeting with Client - Virtual Web Meeting			X

Scope of Services Checklist  
 2021 PARKING LOT RECONSTRUCTION  
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 GRANTON AREA SCHOOL DISTRICT



Attn: James Kuchta, Ed. S.  
 Date: July 12, 2021

H.	Bidding Services	Provided by Client	Not Included	Included
H. 1	Schedule of Bid Items			X
H. 2	Engineer's Estimate of Probable Construction Cost			X
H. 3	Advertise for Bids			X
	a Electronic Bidding			X
	b Hard Copies		X	
H. 4	Invitation to Bid			X
H. 5	Plan Reproduction		Number of Plan Sets - 7	X
H. 6	Project Manual Reproduction		Number of Proj Manuals - 7	X
H. 7	Plan Distribution			X
H. 8	Bid Addenda			X
H. 9	Bidders' Questions			X
H. 10	Administre Virtual Bid Opening - Quest Vbid			X
H. 11	Bid Tabulation			X
H. 12	Bidders' Qualifications		X	
H. 13	Recommendation			X
H. 14	Notice of Award			X

I.	Construction Administration	Provided by Client	Not Included	Included
I. 1	Progress Meeting / Site Visit (Estimated Fee Assumes 2 Meetings)			X
I. 2	Shop Drawing Review (Estimated Fee Assumes Review of 4 Submittals)			X
	a Storm Sewer Structures			X
	b Sanitary Sewer Structures		X	
	c Water Distribution Items		X	
	d Site Lighting & Electrical Items		X	
	e Erosion Control Items		X	
	f Concrete Mix Design			X
	g Asphalt Mix Design			X
	h Other			X
I. 3	Alternate ("Or-Equal") Materials Review			X
I. 4	Review & Comment on Payment Applications (Estimated Fee Assumes 2 Pay Applications)			X

J.	Resident Project Representative - Periodic	Provided by Client	Not Included	Included
J. 1	Construction Observation - Full Time		X	
J. 2	Construction Observation - Part Time		X	
J. 3	Construction Observation - Periodic (Estimated Fee Assumes 5 Days on Site at 4 hrs site time per day)			X
J. 4	Observe and Document			X
J. 5	Measure Unit Price Item Quantities			X
J. 6	Erosion Control Inspections (Weekly and Following 1/2 inch Precipitation)		X	



Scope of Services Checklist  
 2021 PARKING LOT RECONSTRUCTION  
 VILLAGE OF GRANTON, CLARK COUNTY  
 GRANTON AREA SCHOOL DISTRICT



Attn: James Kuchta, Ed. S.  
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		Provided by Client	Not Included	Included
K.	1	Construction Testing - (Not Included)		
K.	1		X	
	a		X	
	b		X	
	c		X	
	d		X	
	e		X	
K.	2		X	
	a		X	
	b		X	
	c		X	
K.	3		X	
	a		X	
	b		X	
	c		X	
	d		X	
K.	4		X	
	a		X	
	b		X	
	c		X	
K.	5		X	
	a		X	
	b		X	
	c		X	

Scope of Services Checklist  
 2021 PARKING LOT RECONSTRUCTION  
 VILLAGE OF GRANTON, CLARK COUNTY  
 GRANTON AREA SCHOOL DISTRICT



Attn: James Kuchta, Ed. S.  
 Date: July 12, 2021

L.	Construction Surveying/Staking - (Not Included, By Construction Contractor)	Provided by Client	Not Included	Included
L. 1	Set 2 Benchmarks		X	
L. 2	Set 3 Horizontal Control Points		X	
L. 3	Building Corners - Number of Corners (4) 0 trips		X	
	a Actual Corners		X	
	b Offset Staking		X	
	c Finished Floor Elevation - see benchmarks		X	
L. 4	Property/Right-of-Way Line		X	
L. 5	Easement Boundary		X	
L. 6	Silt Fence		X	
L. 7	Clearing Limits		X	
L. 8	Subgrade (Blue tops) - 50 Foot Grid 0 trips		X	
L. 9	Gravel Surface (Red tops) - 50 Foot Grid 0 trips		X	
L. 10	Grading Limits		X	
L. 11	Sidewalk/Path		X	
L. 12	Edge of Pavement		X	
L. 13	Road Centerline		X	
L. 14	Slope Staking		X	
L. 15	Storm Sewer Items 0 trips		X	
	a Storm Sewer Structures		X	
	b Drainage Swale		X	
	c Storm Detention/Retention Basins		X	
L.	Sanitary Sewer Items		X	
	a Sanitary Sewer Structures		X	
	b Sanitary Services		X	
L. 16	Water Distribution Items		X	
	a Main Alignment		X	
	b Hydrants		X	
	c Valves		X	
	d Service lines		X	
L. 17	Curb & Gutter - 25 Foot Intervals, Radius Pts., Curve Pts.		X	
L. 18	Retaining Walls		X	
L. 19	Floodplain Boundary		X	
L. 20	Setback Lines		X	
L. 21	Light Pole Bases		X	
L. 22	Pull Boxes		X	

Scope of Services Checklist  
 2021 PARKING LOT RECONSTRUCTION  
 VILLAGE OF GRANTON, CLARK COUNTY  
 GRANTON AREA SCHOOL DISTRICT



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M.	Miscellaneous Services - (Not Included)	Provided by Client	Not Included	Included
M. 1	Phased Bid Packages		X	
M. 2	Developer's Agreement Coordination		X	
M. 3	Archaeological Survey		X	
M. 4	Endangered Species Survey		X	
M. 5	Industrial SWMPP		X	
M. 6	Progress Reports		X	
M. 7	Fast Track Schedule		X	
M. 8	Special Design Considerations		X	
	a Water Table		X	
	b Unsuitable Soils		X	
	c Soil/Water Contamination		X	
M. 9	Specific CAD Standards		X	
	a Client Border		X	
	b Client Layer Control		X	
M. 10	Grant Writing		X	

N.	Geotechnical Services - (Only Coordination Included, Owner to Contract Directly)	Provided by Client	Not Included	Included
N. 1	Provide Required Boring Locations and Solicitation / Coordination of Geotech Company			X
N. 2	Borings	X		
	a Building location - 0 Borings, Depth = _____ feet or refusal		X	
	b Parking location - 4 Borings, Depth = __15__ feet or refusal	X		
N. 3	Geotechnical Report	X		
N. 4	Prepare Boring Logs	X		
N. 5	Pavement Design Recommendations	X		
N. 6	Infiltration testing for meeting DNR NOI Submittal		X	
N. 7	Building Footing Recommendations		X	

Scope of Services Checklist  
2021 PARKING LOT RECONSTRUCTION  
VILLAGE OF GRANTON, CLARK COUNTY  
GRANTON AREA SCHOOL DISTRICT



Attn: James Kuchta, Ed. S.  
Date: July 12, 2021

O. Assumptions & Representations	
O. 1	To verify property encumbrances, we strongly recommend that a Title Policy be provided. We can request a Title Search on behalf of the Project as Additional Services. Without a Title Policy, we assume no liability for plans not conforming to existing encumbrances.
O. 2	Offsite improvements, access permitting, traffic studies, and environmental services are outside the scope of this proposal.
O. 3	No WDSPS Exterior Site Sanitary, Water, or Storm Services submittals will be required.
O. 4	Retaining wall and railing design is not anticipated and is not included.
O. 5	Proposal based on site visit and discussions with Owner in December 2020.
O. 6	The storm water management plan will include treatment for 40% TSS removal for the reconstructed areas.
O. 7	Client is the owner, or has the authority to act on behalf of the owner.
O. 8	All project construction staking is anticipated to be bid with the construction contract and completed by the construction contractor and is not included in this MSA contract.
O. 9	No landscaping plans or lighting plans are included within this proposal.
O. 10	MSA is not responsible for the timeliness or outcome of agency reviews or approvals.
O. 11	Fees charged by agencies for plan review, inspection, or other purposes are the sole responsibility of the Client including fees for advertisement
O. 12	If work is requested of MSA that is not included in the above Scope of Services, or is a change to work in progress, the Client will be advised of the scope of the additional service and the corresponding fee estimate for approval prior to starting the
O. 13	All work will be done in accordance with the terms and conditions set forth in the contract. Items not specifically mentioned in the scope of serv
O. 14	This proposal assumes that the approved Preliminary Plan will be adhered to throughout the project and no changes in building or lot layout will be made during the course of the work.



N MAIN ST. / CTH K

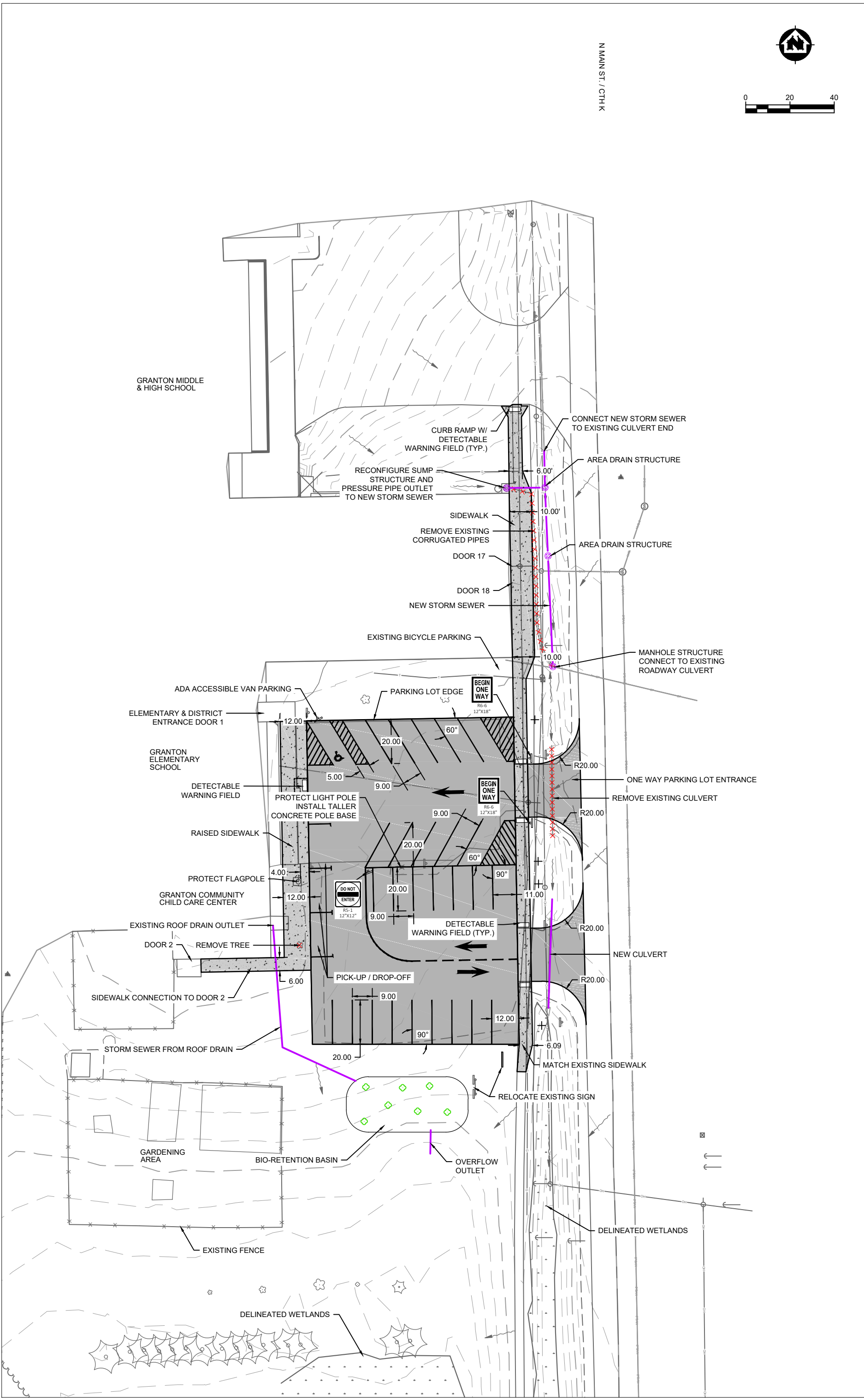
PROJECT DATE:	NO.	DATE	BY
DESIGNED BY: JJK			
CHECKED BY: CDB			
PROJECT DATE: 09/20/21 1:50 PM G:\148602\148602\CADD\CADD\148602 Design.dwg			

**MSA**  
ENGINEERING | ARCHITECTURE | SURVEYING  
PLANNING | PLANNING | ENVIRONMENTAL  
146 North Central Ave., Marshfield WI 54449  
(715) 384-2133 www.msa-ps.com  
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GRANTON SCHOOLS SOUTH PARKING LOT  
GRANTON AREA SCHOOL DISTRICT  
CLARK COUNTY, WISCONSIN

PROJECT EXHIBIT

PROJECT NO.  
148602  
SHEET  
E1.0



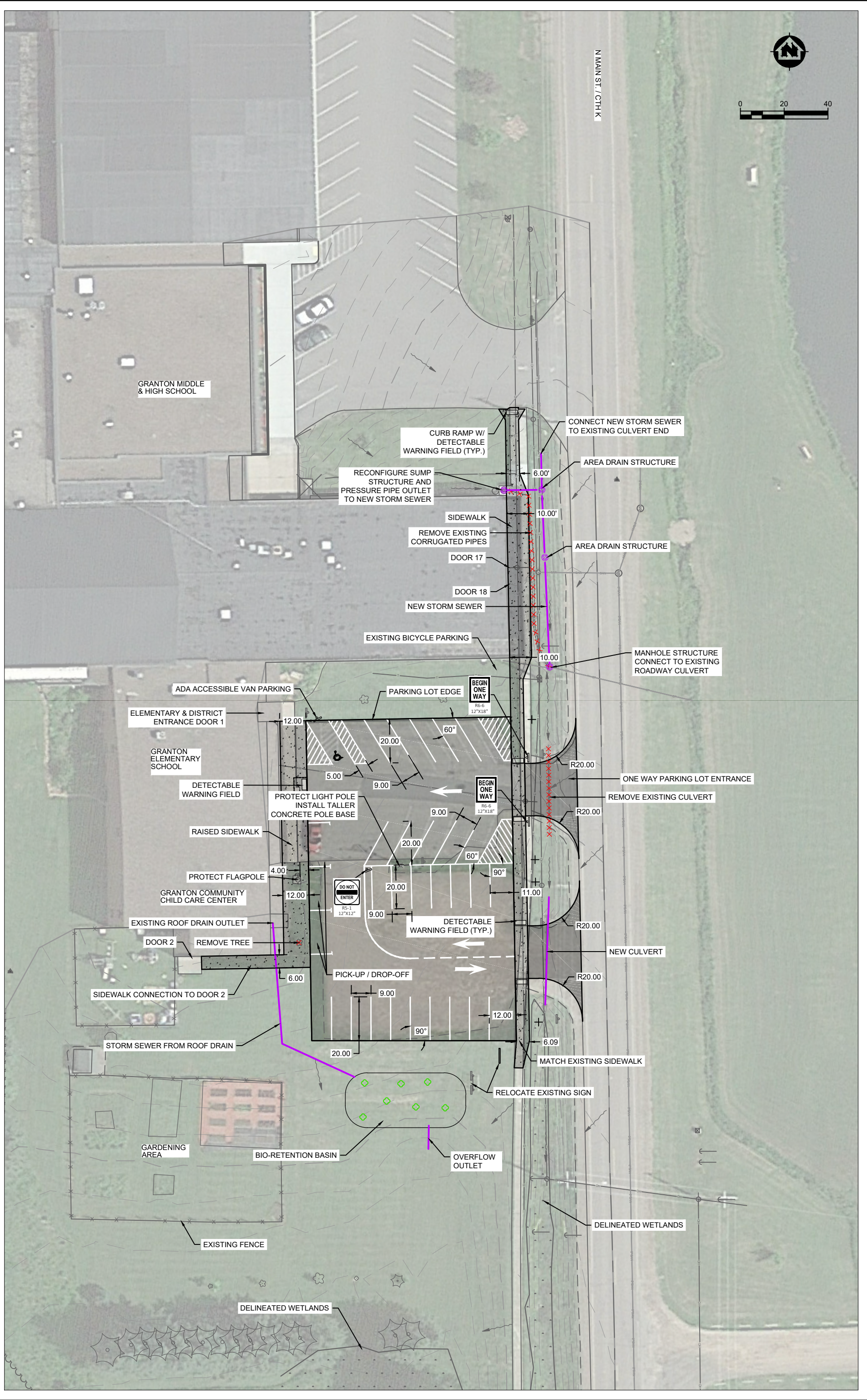
PROJECT DATE:	NO.	DATE
DESIGNED BY: JJK	BY:	
CHECKED BY: CDB		
PROJECT DATE: 09/20/21 1:38 PM		

REVISION	BY	DATE

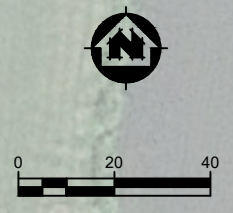
**MSA**  
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 (715) 384-2133 www.msa-ps.com  
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**GRANTON SCHOOLS SOUTH PARKING LOT**  
 GRANTON AREA SCHOOL DISTRICT  
 CLARK COUNTY, WISCONSIN

PROJECT NO:  
 1486802  
 SHEET  
 E1.0



N MAIN ST. / CTH K



GRANTON MIDDLE & HIGH SCHOOL

RECONFIGURE SUMP STRUCTURE AND PRESSURE PIPE OUTLET TO NEW STORM SEWER

CURB RAMP W/ DETECTABLE WARNING FIELD (TYP.)

CONNECT NEW STORM SEWER TO EXISTING CULVERT END

AREA DRAIN STRUCTURE

SIDEWALK

REMOVE EXISTING CORRUGATED PIPES

AREA DRAIN STRUCTURE

DOOR 17

DOOR 18

NEW STORM SEWER

EXISTING BICYCLE PARKING

MANHOLE STRUCTURE CONNECT TO EXISTING ROADWAY CULVERT

ADA ACCESSIBLE VAN PARKING

PARKING LOT EDGE

BEGIN ONE WAY

ELEMENTARY & DISTRICT ENTRANCE DOOR 1

GRANTON ELEMENTARY SCHOOL

DETECTABLE WARNING FIELD

PROTECT LIGHT POLE INSTALL TALLER CONCRETE POLE BASE

RAISED SIDEWALK

PROTECT FLAGPOLE

GRANTON COMMUNITY CHILD CARE CENTER

EXISTING ROOF DRAIN OUTLET

DOOR 2

REMOVE TREE

DETECTABLE WARNING FIELD (TYP.)

SIDEWALK CONNECTION TO DOOR 2

PICK-UP / DROP-OFF

STORM SEWER FROM ROOF DRAIN

MATCH EXISTING SIDEWALK

GARDENING AREA

BIO-RETENTION BASIN

OVERFLOW OUTLET

EXISTING FENCE

DELINEATED WETLANDS

DELINEATED WETLANDS

RELOCATE EXISTING SIGN

ONE WAY PARKING LOT ENTRANCE

REMOVE EXISTING CULVERT

NEW CULVERT

MATCH EXISTING SIDEWALK

RELOCATE EXISTING SIGN

DELINEATED WETLANDS

DELINEATED WETLANDS



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804 North 4<sup>th</sup> Avenue  
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425 Holton Avenue  
Sparta, WI 54656  
Fax (715) 887.3330

Granton School District  
217 N. Main St.  
Granton Wi. 54436  
Attn: James Kuchta

Revision: 0  
Date: 8/23/2021  
Proposal: 2127075

**Subject:** Commons HVAC Upgrade

**Project Summary:** Project will be to remove the existing unit ventilators currently serving the area. Install a CAS indirect evaporative cooling unit to serve the commons area and provide make up air for the kitchen equipment. Below is a breakdown of the project.

**Proposal:**

- Remove the 2 existing unit ventilators.
- Provide fin tube heat on the exterior wall.
- Install CAS indirect evaporative cooling and make up air unit on the roof.
- Install new heating unit in the kitchen.
- Provide crane service, electrical work, and roofing work required.
- Exposed spiral duct work to be painted school colors.
- All piping, duct work and insulation included.
- Engineering and state submittals included.
- Customer responsibility to remove any asbestos floor repair and painting.

**Cost to complete as described: \$210,683.00**

Based on work being completed during normal business hours.

This proposal is conditioned on acceptance of the attached Terms and Conditions of Sale, which are incorporated into this agreement by reference in full upon written acceptance by Buyer

Proposal Accepted:  
Complete Control, Inc. is authorized to proceed

Proposal Submitted:  
Complete Control, Inc.

Buyer Granton Area School District  
By James Kuchta  
Title District Administrator  
Date 8-24-21

Seller Complete Control Inc.  
By Tom Schafer  
Title Account Representative  
Date 8/24/2021

# Complete Control, Inc.

## STANDARD TERMS AND CONDITIONS OF SALE

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All products and services of Complete Control, Inc. ("Complete Control") are furnished to the buyer ("Buyer") only on the terms and conditions stated in this document and in the applicable Complete Control proposal to the exclusion of any terms and conditions submitted by Buyer in any purchase order or other order documentation, preprinted or otherwise, except as to the identification and quantity of such products and/or services. Complete Control's performance of any contract is expressly conditioned on Buyer's agreement to these terms and conditions of sale, and in the absence of such agreement shall be for Buyer's convenience only, shall not create any contractual obligation, and shall not be construed as acceptance by Complete Control of any of Buyer's terms and conditions printed or stated in its orders. Buyer's signed acceptance of a proposal or submission of a signed purchase order for any products or services of Complete Control shall be deemed acceptance of these standard terms and conditions in their entirety and without alteration or supplementation. These terms and conditions may **not** be altered, supplemented, or amended by the use of any other document(s), and any additional or different terms and conditions contained in any purchase order or other document of Buyer will be null and void.

1. **Proposal and Prices.** Complete Control's proposal(s) for any identified temperature control materials or software and any related and incidental installation or maintenance services ("Products") are firm for the period, and expire on the date, set forth in the proposal. All typographical or clerical errors are subject to correction. The prices quoted are net F.O.B. from Complete Control's headquarters, Wisconsin Rapids, Wisconsin. Unless expressly indicated otherwise on Complete Control's proposal, the price does not include and Buyer shall be responsible for any and all taxes and duties incurred on the Products and taxes may be added to the proposal to be paid by Buyer.
2. **Payment Terms, Security Interest and Lien Rights Notice.** Complete Control reserves the right to invoice Buyer monthly as the work progresses, for all Products delivered to the job site or to an off-site facility of Buyer and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Complete Control's initial invoice and be equal to twenty-five percent (25%) of the contract price. Invoices are due upon receipt by Buyer. If Buyer becomes overdue on any progress payment, Complete Control shall be entitled to suspend or work or terminate the agreement, and shall be entitled to interest at the annual rate of 18% or the maximum otherwise permitted by the State of Wisconsin, whichever is larger, in addition to any and all other remedies available under this agreement.

If requested, Buyer shall furnish Complete Control with all information, including financial statements, necessary to make a proper credit appraisal. Refusal to do so shall be grounds for termination of this agreement.

As required by the Wisconsin construction lien law, Complete Control also hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on Buyer's land and buildings if not paid. Those entitled to lien rights, in addition to Complete Control, are those who contract directly with the Buyer or those who give the Buyer notice within 60 days after they first furnish labor and materials for the construction. Accordingly, Buyer probably will receive notices from those who furnish labor and materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Complete Control agrees to cooperate with the Buyer and the Buyer's lender, if any, to see that all lien claimants are duly paid.

3. **Software License.** In the event software is included within the Products provided, Complete Control grants to Buyer a nonexclusive and nontransferable license to use the Software, but only to the extent allowed under and subject to the licensing terms of the original software manufacture.
4. **Warranty.** (a) **Product Warranty.** For a period of 12 months from the date of installation of the Products, Complete Control warrants that the Products will be free from defects in material and workmanship. If such defects are revealed within the 12 month period and brought by Buyer to the attention of Complete Control, Complete Control will repair or replace the Products at its cost.

This Product Warranty is subject to the following conditions: the Products (i) if not installed by Complete Control, are to be installed in accordance with all Complete Control's and the original manufacturer's instructions; (ii) is to be operated only by personnel duly trained in the proper operation of the Products; (iii) is to be operated according to all operation manuals provided with the Products; and (iv) is to be maintained in strict compliance with all recommended and scheduled maintenance instructions provided with the Products.

(b) **Exclusions.** Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result of (i) accident, abuse or misuse; (ii) operation of the Products outside of specified environmental, electrical, or performance requirements, conditions, capabilities, or standards; (iii) power fluctuation or failure; (iv) vandalism or any other damage or alteration of the Products by the persons other than Complete Control employees; (v) combination of incompatible products; (vi) fires, floods, decomposition by chemical or galvanic action and other natural causes; or (vii) damage, neglect, alteration, or any impairment of the Products resulting from (a) causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or (b) maintenance or service by any party other than Complete Control and its authorized personnel, (c) any acts, omissions, causes, or events beyond the control of Complete Control. Complete Control retains the right to seek reimbursement under any warranty issued of the original manufacturer of any Product subject to a warranty claim. In addition, alteration or removal of any serial number, identification mark or patent marking voids Complete Control's warranty.

#### (c) **Disclaimer.**

**THE WARRANTIES SET FORTH ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. COMPLETE CONTROL NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY IN CONNECTION WITH THE PRODUCTS. CUSTOMER'S SOLE REMEDIES FOR BREACH OF SUCH WARRANTIES ARE SET FORTH IN THIS WARRANTY, AND SUCH REMEDIES ARE SUBJECT TO THE TERMS AND LIMITATIONS OF SECTION 5, BELOW.**

#### **5. Damages and Liability.**

COMPLETE CONTROL'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE FOR ANY CLAIM ARISING FROM OR IN CONNECTION WITH THE PRODUCTS OR ANY SERVICES PROVIDED BY COMPLETE CONTROL IN CONNECTION THEREWITH SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY COMPLETE CONTROL FOR SUCH PRODUCTS OR SERVICES. IN NO EVENT SHALL COMPLETE CONTROL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED PRODUCTS OR FACILITIES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWNTIME, AND ANY SIMILAR OR DISSIMILAR DAMAGES, EXPENSES, OR LOSSES, AND REGARDLESS OF HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. It is expressly recognized and agreed by the parties that the predominant purpose of this agreement is the provision of goods. Liability to third parties for bodily injury or death resulting from Complete Control's performance or Products shall not be affected by the limitations set forth above in this Section 5 and shall be determined in accordance with Section 6, below, in proportion to Complete Control's relative fault under applicable law.

6. **Indemnity.** With respect to bodily injury to or death of third parties, Buyer shall be responsible for all liability for damages arising from or in any way related to the use or operation of any Products by Buyer, its employees, agents, and other non-Complete Control personnel. Notwithstanding the foregoing and notwithstanding any fault or neglect attributable to Complete Control, Complete Control shall have no responsibility whatsoever for, and Buyer shall indemnify, defend, and hold Complete Control harmless from, any and all damages or injury that arises from or relates to any use, operation, or service of any Products contrary to written warning or instructions given by Complete Control with respect to such Products, including but not

limited to unauthorized use and/or modification of any Products or components thereof.

7. **Cancellation Before Full Performance.** If the Buyer cancels this contract before complete performance, the Buyer shall pay to Complete Control, as liquidated damages, in lieu of any and all other remedies, (a) 25% of the full contract price for engineering, drafting and mobilization costs, and if Complete Control has commenced post-mobilization work, that percentage of the full contract price as is equal to the percentage of such work then completed and in place at the time of cancellation, and (b) the costs which the Complete Control shall have incurred at the time of such cancellation by reason of its having ordered materials and supplies required to effect its performance under this agreement, provided that no payment for such costs shall be required until such time as such materials and supplies in question shall have been delivered to the jobsite or to such alternative site as the Buyer may reasonably direct.
8. **Changes.** Without nullifying this agreement, the Buyer may make reasonable changes adding to the scope of the work performed or Products provided under this agreement (an "extra"). Buyer's authorization for an extra may be oral or in writing. Absent a contemporaneous agreement on the price of such extra at the time of authorization, through such authorization, Buyer commits to compensate Complete Control for the reasonable cost of such extra, plus a reasonable markup for Complete Control's general conditions and overhead. Complete Control's proposals are based on straight-time labor, and any request by Buyer for overtime work shall also constitute an extra.
9. **Limitation of Claims.** No claims, regardless of form, arising out of or in connection with the Products or services provided by Complete Control may be brought against Complete Control more than one year after the earlier of the date on which the cause of action accrued or the date on which Complete Control's performance with respect to such Products or services was completed or terminated.
10. **Dispute Resolution and Fee Shifting.** Buyer agrees that in the event of a dispute between the Buyer and Complete Control in any way arising from this agreement or either parties' performance there under, that at Complete Control's option and request the parties shall submit said dispute to binding arbitration in Madison, Wisconsin. The arbitrator shall have at least 10 years of experience mediating and arbitrating construction disputes and shall be selected by mutual agreement of the Buyer and Complete Control. If the parties can not come to a mutual agreement on an arbitrator the arbitrator shall be appointed by application to a circuit court judge for Dane County. The binding arbitration shall be conducted in accordance with the Wisconsin Rules for Arbitration of Construction Disputes. In the event Complete Control prevails, in whole or in part, in the arbitration with the Buyer, the Buyer shall be required by the arbitration award to reimburse Complete Control for all of Complete Control's costs and expenses, including attorneys fees, incurred by Complete Control in connection with any and all disputes between Complete Control and Buyer in any way arising from this subcontract or the parties' performance there under.
11. **Governing Law, Compliance with Laws.** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin.
12. **Miscellaneous.** (a) Performance. Complete Control shall not be liable for any loss, damage, delay or other default in delivery or performance that is due to unforeseen circumstances, or to causes beyond its control, including without limitation, strike, lockout, riot, war, civil unrest, fire, flood, and other similar and dissimilar natural causes, act of God, acts of third parties, sabotage, vandalism, embargoes, labor disputes, unforeseen delays in obtaining any permits or licenses, or other delays caused by government action or inaction or contractors or subcontractors (other than those contractors or subcontractors under the control of Complete Control), acts of civil or military authorities, and any other cause or condition beyond Complete Control's reasonable control. Provided any such delay or default is neither material nor indefinite, the time for Complete Control's performance shall be extended for a commercially reasonable period of time and thereafter Buyer shall accept performance hereunder. In the event of delay occasioned in whole or in part by factors under the control of the Buyer, Complete Control shall be entitled both to an extension of time to perform as well as compensation as an extra.

(b) Default. Buyer's failure to either make any payment when due or comply with any other material term or condition of these terms and conditions shall constitute default. If Buyer has not cured the default within 30 days after Complete Control gives written notice of such default, Complete Control may, in addition to any other rights and remedies provided herein or under law, terminate the agreement between itself and Buyer and terminate its obligations to perform thereunder by giving Buyer written notice to take effect upon receipt. In such event, and in addition to any other damages provided herein or allowed under applicable law, Complete Control shall recover all costs, expenses, and attorney fees incurred in connection with such default and termination.

(c) Changes. Prior to delivery, Complete Control may change the construction, design or configuration of the Products without notice to Buyer as long as the general function of the Products is not thereby altered. If, prior to delivery, the general function of the Products will be altered by a change in construction, design, or configuration then Complete Control shall notify Buyer, and Buyer shall then have the option to terminate the agreement between itself and Complete Control for such Products and recover any and all monies paid to Complete Control thereunder.

(d) Assignment. Neither party may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Complete Control may, without the prior approval of Buyer, assign its rights and obligations hereunder to a surviving corporation in the event of a merger or consolidation between Complete Control and the surviving corporation or to an entity that acquires substantially all the assets of Complete Control relating to the subject matter hereof; provided that the surviving corporation or an entity that acquires substantially all the assets of Complete Control shall assume all the duties, liabilities and obligations of Complete Control hereunder.

(e) Waiver. The failure of Buyer or Complete Control at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these terms and conditions.

(f) Invalidity and Interpretation. The invalidity or unenforceability of any provision hereof, whether in whole or in part, for any reason, will not affect the remaining provisions, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of the Products and services provided hereunder or similar or dissimilar Products, goods, or services shall not serve as references in interpreting the terms and conditions hereof.

(g) Entire Agreement. These terms and conditions together with the applicable proposal(s) for Products and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms of agreement of the parties with respect to the subject matter hereof and supersede all prior understandings, representations, and warranties, written or oral.

(h) Survival. The provisions of, and respective obligations of the parties under, Sections 2, and 5 through 12, inclusive, shall survive any termination this agreement with respect to the Products or services of Complete Control.

(i) Conflicts. In the event of any ambiguity or conflict between or among these terms and conditions, Complete Control's proposal(s) for the Product(s), and any other agreement or writing signed by Complete Control, the express terms of the proposal, and if there are no such terms with respect to the subject matter in question, these Standard Terms and Conditions shall govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms and conditions stated in any purchase order, acknowledgment, contract or other document issued by Buyer have any effect or bind Complete Control unless such terms are specifically accepted in writing by the President of Complete Control.



640 25<sup>th</sup> Ave North  
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425 Holton Avenue  
Sparta, WI 54656  
Fax (715) 887.3330

Granton School District  
217 N. Main St.  
Granton Wi. 54436  
Attn: James Kuchta

Revision: 0  
Date: 9/8/2021  
Proposal: 2127079

**Subject:** Phase 2B Classroom Unit Ventilators

**Project Summary:** Project will be to remove the existing unit ventilators currently serving the 1960 classrooms with new unit ventilators with air conditioning. Below is a breakdown of the project.

**Proposal:**

- Remove the 10 existing unit ventilators and side diffusers.
- Install 10 new Diakin unit ventilators with hot water heat and direct evaporative cooling coils.
- Set condensing units for the 10-unit ventilators and office mini split.
- Electrical, roofing, and crane service included.
- Refrigerant piping to be encased in the classrooms.
- Direct Digital control packages included.
- Start up and operational check out included.
- Customer responsibility to remove any asbestos floor repair and painting.

**Cost to complete as described: \$181,610.00**

Based on work being completed during normal business hours.

This proposal is conditioned on acceptance of the attached Terms and Conditions of Sale, which are incorporated into this agreement by reference in full upon written acceptance by Buyer

Proposal Accepted:  
Complete Control, Inc. is authorized to proceed.

Buyer Granton Area School District

By James Kuchta

Title District Administrator

Date 9/8/2021

Proposal Submitted:  
Complete Control, Inc.

Seller Complete Control Inc.

By Tom Schafer

Title Account Representative

Date 9/8/2021

# Complete Control, Inc.

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2. **Payment Terms, Security Interest and Lien Rights Notice.** Complete Control reserves the right to invoice Buyer monthly as the work progresses, for all Products delivered to the job site or to an off-site facility of Buyer and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Complete Control's initial invoice and be equal to twenty-five percent (25%) of the contract price. Invoices are due upon receipt by Buyer. If Buyer becomes overdue on any progress payment, Complete Control shall be entitled to suspend or work or terminate the agreement, and shall be entitled to interest at the annual rate of 18% or the maximum otherwise permitted by the State of Wisconsin, whichever is larger, in addition to any and all other remedies available under this agreement.

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3. **Software License.** In the event software is included within the Products provided, Complete Control grants to Buyer a nonexclusive and nontransferable license to use the Software, but only to the extent allowed under and subject to the licensing terms of the original software manufacture.
4. **Warranty.** (a) **Product Warranty.** For a period of 12 months from the date of installation of the Products, Complete Control warrants that the Products will be free from defects in material and workmanship. If such defects are revealed within the 12 month period and brought by Buyer to the attention of Complete Control, Complete Control will repair or replace the Products at its cost.

This Product Warranty is subject to the following conditions: the Products (i) if not installed by Complete Control, are to be installed in accordance with all Complete Control's and the original manufacturer's instructions; (ii) is to be operated only by personnel duly trained in the proper operation of the Products; (iii) is to be operated according to all operation manuals provided with the Products; and (iv) is to be maintained in strict compliance with all recommended and scheduled maintenance instructions provided with the Products.

(b) **Exclusions.** Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result of (i) accident, abuse or misuse; (ii) operation of the Products outside of specified environmental, electrical, or performance requirements, conditions, capabilities, or standards; (iii) power fluctuation or failure; (iv) vandalism or any other damage or alteration of the Products by the persons other than Complete Control employees; (v) combination of incompatible products; (vi) fires, floods, decomposition by chemical or galvanic action and other natural causes; or (vii) damage, neglect, alteration, or any impairment of the Products resulting from (a) causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or (b) maintenance or service by any party other than Complete Control and its authorized personnel, (c) any acts, omissions, causes, or events beyond the control of Complete Control. Complete Control retains the right to seek reimbursement under any warranty issued of the original manufacturer of any Product subject to a warranty claim. In addition, alteration or removal of any serial number, identification mark or patent marking voids Complete Control's warranty.

(c) **Disclaimer.**

**THE WARRANTIES SET FORTH ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. COMPLETE CONTROL NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY IN CONNECTION WITH THE PRODUCTS. CUSTOMER'S SOLE REMEDIES FOR BREACH OF SUCH WARRANTIES ARE SET FORTH IN THIS WARRANTY, AND SUCH REMEDIES ARE SUBJECT TO THE TERMS AND LIMITATIONS OF SECTION 5, BELOW.**

### 5. Damages and Liability.

COMPLETE CONTROL'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE FOR ANY CLAIM ARISING FROM OR IN CONNECTION WITH THE PRODUCTS OR ANY SERVICES PROVIDED BY COMPLETE CONTROL IN CONNECTION THEREWITH SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY COMPLETE CONTROL FOR SUCH PRODUCTS OR SERVICES. IN NO EVENT SHALL COMPLETE CONTROL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED PRODUCTS OR FACILITIES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWNTIME, AND ANY SIMILAR OR DISSIMILAR DAMAGES, EXPENSES, OR LOSSES, AND REGARDLESS OF HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. It is expressly recognized and agreed by the parties that the predominant purpose of this agreement is the provision of goods. Liability to third parties for bodily injury or death resulting from Complete Control's performance or Products shall not be affected by the limitations set forth above in this Section 5 and shall be determined in accordance with Section 6, below, in proportion to Complete Control's relative fault under applicable law.

6. **Indemnity.** With respect to bodily injury to or death of third parties, Buyer shall be responsible for all liability for damages arising from or in any way related to the use or operation of any Products by Buyer, its employees, agents, and other non-Complete Control personnel. Notwithstanding the foregoing and notwithstanding any fault or neglect attributable to Complete Control, Complete Control shall have no responsibility whatsoever for, and Buyer shall indemnify, defend, and hold Complete Control harmless from, any and all damages or injury that arises from or relates to any use, operation, or service of any Products contrary to written warning or instructions given by Complete Control with respect to such Products, including but not

limited to unauthorized use and/or modification of any Products or components thereof.

7. **Cancellation Before Full Performance.** If the Buyer cancels this contract before complete performance, the Buyer shall pay to Complete Control, as liquidated damages, in lieu of any and all other remedies, (a) 25% of the full contract price for engineering, drafting and mobilization costs, and if Complete Control has commenced post-mobilization work, that percentage of the full contract price as is equal to the percentage of such work then completed and in place at the time of cancellation, and (b) the costs which the Complete Control shall have incurred at the time of such cancellation by reason of its having ordered materials and supplies required to effect its performance under this agreement, provided that no payment for such costs shall be required until such time as such materials and supplies in question shall have been delivered to the jobsite or to such alternative site as the Buyer may reasonably direct.
8. **Changes.** Without nullifying this agreement, the Buyer may make reasonable changes adding to the scope of the work performed or Products provided under this agreement (an "extra"). Buyer's authorization for an extra may be oral or in writing. Absent a contemporaneous agreement on the price of such extra at the time of authorization, through such authorization, Buyer commits to compensate Complete Control for the reasonable cost of such extra, plus a reasonable markup for Complete Control's general conditions and overhead. Complete Control's proposals are based on straight-time labor, and any request by Buyer for overtime work shall also constitute an extra.
9. **Limitation of Claims.** No claims, regardless of form, arising out of or in connection with the Products or services provided by Complete Control may be brought against Complete Control more than one year after the earlier of the date on which the cause of action accrued or the date on which Complete Control's performance with respect to such Products or services was completed or terminated.
10. **Dispute Resolution and Fee Shifting.** Buyer agrees that in the event of a dispute between the Buyer and Complete Control in any way arising from this agreement or either parties' performance there under, that at Complete Control's option and request the parties shall submit said dispute to binding arbitration in Madison, Wisconsin. The arbitrator shall have at least 10 years of experience mediating and arbitrating construction disputes and shall be selected by mutual agreement of the Buyer and Complete Control. If the parties can not come to a mutual agreement on an arbitrator the arbitrator shall be appointed by application to a circuit court judge for Dane County. The binding arbitration shall be conducted in accordance with the Wisconsin Rules for Arbitration of Construction Disputes. In the event Complete Control prevails, in whole or in part, in the arbitration with the Buyer, the Buyer shall be required by the arbitration award to reimburse Complete Control for all of Complete Control's costs and expenses, including attorneys fees, incurred by Complete Control in connection with any and all disputes between Complete Control and Buyer in any way arising from this subcontract or the parties' performance there under.
11. **Governing Law, Compliance with Laws.** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin.
12. **Miscellaneous.** (a) **Performance.** Complete Control shall not be liable for any loss, damage, delay or other default in delivery or performance that is due to unforeseen circumstances, or to causes beyond its control, including without limitation, strike, lockout, riot, war, civil unrest, fire, flood, and other similar and dissimilar natural causes, act of God, acts of third parties, sabotage, vandalism, embargoes, labor disputes, unforeseen delays in obtaining any permits or licenses, or other delays caused by government action or inaction or contractors or subcontractors (other than those contractors or subcontractors under the control of Complete Control), acts of civil or military authorities, and any other cause or condition beyond Complete Control's reasonable control. Provided any such delay or default is neither material nor indefinite, the time for Complete Control's performance shall be extended for a commercially reasonable period of time and thereafter Buyer shall accept performance hereunder. In the event of delay occasioned in whole or in part by factors under the control of the Buyer, Complete Control shall be entitled both to an extension of time to perform as well as compensation as an extra.

(b)

**Default.** Buyer's failure to either make any payment when due or comply with any other material term or condition of these terms and conditions shall constitute default. If Buyer has not cured the default within 30 days after Complete Control gives written notice of such default, Complete Control may, in addition to any other rights and remedies provided herein or under law, terminate the agreement between itself and Buyer and terminate its obligations to perform thereunder by giving Buyer written notice to take effect upon receipt. In such event, and in addition to any other damages provided herein or allowed under applicable law, Complete Control shall recover all costs, expenses, and attorney fees incurred in connection with such default and termination.

(c) **Changes.** Prior to delivery, Complete Control may change the construction, design or configuration of the Products without notice to Buyer as long as the general function of the Products is not thereby altered. If, prior to delivery, the general function of the Products will be altered by a change in construction, design, or configuration then Complete Control shall notify Buyer, and Buyer shall then have the option to terminate the agreement between itself and Complete Control for such Products and recover any and all monies paid to Complete Control thereunder.

(d) **Assignment.** Neither party may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Complete Control may, without the prior approval of Buyer, assign its rights and obligations hereunder to a surviving corporation in the event of a merger or consolidation between Complete Control and the surviving corporation or to an entity that acquires substantially all the assets of Complete Control relating to the subject matter hereof; provided that the surviving corporation or an entity that acquires substantially all the assets of Complete Control shall assume all the duties, liabilities and obligations of Complete Control hereunder.

(e) **Waiver.** The failure of Buyer or Complete Control at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these terms and conditions.

(f) **Invalidity and Interpretation.** The invalidity or unenforceability of any provision hereof, whether in whole or in part, for any reason, will not affect the remaining provisions, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of the Products and services provided hereunder or similar or dissimilar Products, goods, or services shall not serve as references in interpreting the terms and conditions hereof.

(g) **Entire Agreement.** These terms and conditions together with the applicable proposal(s) for Products and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms of agreement of the parties with respect to the subject matter hereof and supersede all prior understandings, representations, and warranties, written or oral.

(h) **Survival.** The provisions of, and respective obligations of the parties under, Sections 2, and 5 through 12, inclusive, shall survive any termination this agreement with respect to the Products or services of Complete Control.

(i) **Conflicts.** In the event of any ambiguity or conflict between or among these terms and conditions, Complete Control's proposal(s) for the Product(s), and any other agreement or writing signed by Complete Control, the express terms of the proposal, and if there are no such terms with respect to the subject matter in question, these Standard Terms and Conditions shall govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms and conditions stated in any purchase order, acknowledgment, contract or other document issued by Buyer have any effect or bind Complete Control unless such terms are specifically accepted in writing by the President of Complete Control.

August 27, 2021

James Kuchta  
District Administrator  
Granton Area School District  
217 North Main Street  
Granton, WI 54436-7835

Dear Granton Area School District:

This letter is to notify you that the Department of Public Instruction (DPI) has received and approved your district's Achievement Gap Reduction (AGR) program five-year contract application for the school(s) listed below. The approved five-year AGR contract is enclosed.

Granton Elementary

Under AGR law, schools must implement at least one of the following strategies in each classroom, kindergarten through grade three: one-to-one tutoring provided by a licensed teacher, instructional coaching for teachers provided by a licensed teacher, or maintaining 18:1 or 30:2 classroom ratios while providing professional development on small group instruction. The above school(s) must meet AGR program requirements to receive AGR state aid during the 2020-21 through 2025-26 school year.

Thank you for your continued commitment to student achievement and the AGR program. If you have any questions about the AGR program, please do not hesitate to contact Shay Morris, AGR program specialist, at (608) 264-9324 [meeshay.morris@dpi.wi.gov](mailto:meeshay.morris@dpi.wi.gov).

Sincerely,



Jonas Zuckerman  
Director  
Title I and School Support Team

JZ: mm

Enclosure

c: Amanda Kraus, Principal, Granton Elementary  
Joseph Andrashie, AGR Contact, Granton Area School District



Wisconsin Department of Public Instruction  
**ACHIEVEMENT GAP REDUCTION (AGR)  
 FIVE-YEAR ACHIEVEMENT GAP REDUCTION CONTRACT  
 APPLICATION—2020-21 TO 2025-26**  
 PI-AGR-2 (Rev. 02-18)

**INSTRUCTIONS:** Retain one copy for your files. The following contract application was due to DPI prior to the end of the day, **WEDNESDAY, JUNE 30, 2021.**

**WISCONSIN DEPARTMENT OF PUBLIC INSTRUCTION  
 ATTN: SHAY MORRIS  
 AGR PROGRAM  
 PO BOX 7841  
 MADISON, WI 53707-7841**

Collection of this information is a requirement of [Wis. Stat. §118.44](#). All questions should be directed to Shay Morris at [meeshay.morris@dpi.wi.gov](mailto:meeshay.morris@dpi.wi.gov) (608) 264-9324.

I. APPLICANT INFORMATION	
District Name Granton Area School District	LEA Code 2226
School Name Granton Elementary School	School Code 0020
School Address <i>Street, City, State, Zip</i>	

II. SIGNATURES—SCHOOL	
Electronic signatures were obtained by checking a box accompanying this statement certifying the person who signed below as the school principal or teacher representative has been informed of the district's intent to apply for a five-year AGR contract for this school and has been involved in planning specific, measurable, and achievable performance objectives.	
Signature of School Principal ➤ Amanda Kraus	Date Signed <i>Mo./Day/Yr.</i> 5/27/2021 11:00:03
Signature of Kindergarten Teacher Representative ➤ Annette Woller	Date Signed <i>Mo./Day/Yr.</i> 5/27/2021 11:00:03
Signature of First Grade Teacher Representative ➤ Megan Utecht	Date Signed <i>Mo./Day/Yr.</i> 5/27/2021 11:00:03
Signature of Second Grade Teacher Representative ➤ Miranda Wallenhorst	Date Signed <i>Mo./Day/Yr.</i> 5/27/2021 11:00:03
Signature of Third Grade Teacher Representative ➤ Holly Larson	Date Signed <i>Mo./Day/Yr.</i> 5/27/2021 11:00:03

III. SIGNATURES—DISTRICT	
<b>I HEREBY APPLY</b> for the Achievement Gap Reduction contract for the identified school and agree to all requirements and stipulations. Electronic signatures were obtained by certifying the persons who signed below as the school board representative or district administrator have been duly authorized to bind the school board, hereby applies for an Achievement Gap Reduction (AGR) program contract for the identified school and agrees to all requirements and stipulations on its behalf.	
Signature of School Board Representative ➤ Doug Eichten-Clerk	Date Signed <i>Mo./Day/Yr.</i> 5/27/2021 11:00:03
Signature of District Administrator ➤ James Kuchta	Date Signed <i>Mo./Day/Yr.</i> 5/27/2021 11:00:03

FOR DPI USE	
<b>APPLICATION APPROVED AND AGREED</b> to by the Department of Public Instruction.	
Name of State Superintendent/Designee Jonas Zuckerman Director, Title I and School Support Team	
Signature of State Superintendent/Designee ➤	Date Signed <i>Mo./Day/Yr.</i>

## IV. CONTRACT REQUIREMENTS

**Achievement Gap Reduction Strategies**—The school board must implement one or more of the following strategies in each participating school during each year included in this contract. The school board will report which strategies have been implemented in each classroom in each grade, five-year-old kindergarten through third grade, twice each school year. The school board will report, prior to November 1, the strategies it intends to implement and, before the last day of each school year, the strategies that were implemented in each school year covered by this contract. [Wis. Stat. §118.44\(4\)\(b\)](#)

### **Class Size Reduction and Professional Development around Small Group Instruction**

The school board will ensure that teachers in reduced class size classrooms will receive professional development around small group instruction in class sizes of 18:1 or 30:2 or fewer students. [Wis. Stat. §118.44\(4\)\(a\)1.](#)

### **Instructional Coaching**

The school board will ensure teachers in classrooms that have selected the instructional coaching strategy will receive data-driven instructional coaching provided by a licensed teacher(s) who possess appropriate content knowledge, including appropriate licenses, to assist classroom teachers in improving instruction in math or reading and possess expertise in reducing the achievement gap. [Wis. Stat. §118.44\(4\)\(a\)2.](#)

### **One-to-One Tutoring**

The school board will ensure pupils in one or more classes in one or more participating grades who are struggling with reading or mathematics or both subjects will receive data-informed, one-to-one tutoring 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. [Wis. Stat. §118.44\(4\)\(a\)3.](#)

**Performance Objectives**—Provide 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\(4\)\(c\)](#)

Formative assessments provide feedback and information during the instructional process that can be used to guide improvements in the teaching and learning experience.

Summative assessments provide feedback and information that sums up the teaching and learning process.

### **Kindergarten Reading Performance Objective(s)—Growth**

Describe the baseline performance and expected growth the identified kindergarten students will make in reading.

80% of students in Kindergarten will be reading at grade level, Level D, as identified and measured by Fountas and Pinnell Benchmark Assessment kit.

According to Fastbridge Early Reading benchmarks, kindergarten students are expected to score >64 on the composite score.

### **Kindergarten Reading Performance Objective(s)—Formative and Summative Assessments**

Describe the formative and summative assessments used to evaluate the identified students' success in attaining the stated performance objectives.

Summative Assessment

-Alphabet knowledge as measured by Fastbridge Early Reading

-Letter names and sounds as measured by Fastbridge Early Reading

-Guided reading level as measured by Fountas and Pinnell Benchmark Assessment

Formative Assessment

-Teacher

### **Kindergarten Reading Performance Objective(s)—AGR Strategies**

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.

1:1 Tutoring with Title I Reading interventionist-The individualized, data-informed tutoring will help the student improve on skills they are struggling with.

Instructional Coaching-Coaching will be focused on data-driven instruction and will assist teachers in identifying the areas of concern within the assessments. Using this data, the coach will help identify and model instructional strategies to better differentiate and meet the students' needs.

### **First Grade Reading Performance Objective(s)—Growth**

Describe the baseline performance and expected growth the identified first grade students will make in reading.

80% of first grade students will be reading at grade level, Level J, as identified and measured by Fountas and Pinnell Benchmark Assessment kit.

Using the Fastbridge AReading benchmarks, 80% of first grade students will score >= 484 on the end of year assessment.

### **First Grade Reading Performance Objective(s)—Formative and Summative Assessments**

Describe the formative and summative assessments used to evaluate the identified students' success in attaining the stated performance objectives.

Summative Assessment

#### IV. CONTRACT REQUIREMENTS (cont'd)

- Fastbridge Areading
- Guided reading level as measured by Fountas and Pinnell Benchmark Assessment
- 100 High Frequency Word List from Fountas and Pinnell.
- Formative Assessment
- Teacher and textbook created unit tests

#### **First Grade Reading Performance Objective(s)—AGR Strategies**

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.

1:1 Tutoring with Title I Reading interventionist-The individualized, data-informed tutoring will help the student improve on skills they are struggling with.

Instructional Coaching-Coaching will be focused on data-driven instruction and will assist teachers in identifying the areas of concern within the assessments. Using this data, the coach will help identify and model instructional strategies to better differentiate and meet the students' needs.

Class size of less than 18:1.

#### **Second Grade Reading Performance Objective(s)—Growth**

Describe the baseline performance and expected growth the identified second grade students will make in reading.

80% of second grade students will be reading at grade level, Level M, as identified and measured by Fountas and Pinnell Benchmark Assessment kit.

Using the Fastbridge AReading benchmarks, 80% of second grade students will score  $\geq 505$  on the end of year assessment.

#### **Second Grade Reading Performance Objective(s)—Formative and Summative Assessments**

Describe the formative and summative assessments used to evaluate the identified students' success in attaining the stated performance objectives.

Summative Assessment

- Fastbridge Areading
- Guided reading level as measured by Fountas and Pinnell Benchmark Assessment
- 175 High Frequency Word List from Fountas and Pinnell.

Formative Assessment

- Teacher and textbook created unit tests

#### **Second Grade Reading Performance Objective(s)—AGR Strategies**

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.

1:1 Tutoring with Title I Reading interventionist-The individualized, data-informed tutoring will help the student improve on skills they are struggling with.

Instructional Coaching-Coaching will be focused on data-driven instruction and will assist teachers in identifying the areas of concern within the assessments. Using this data, the coach will help identify and model instructional strategies to better differentiate and meet the students' needs.

Class size of less than 18:1.

#### **Third Grade Reading Performance Objective(s)—Growth**

Describe the baseline performance and expected growth the identified third grade students will make in reading.

80% of third grade students will be reading at grade level, Level P, as identified and measured by Fountas and Pinnell Benchmark Assessment kit.

Using the Fastbridge AReading benchmarks, 80% of second grade students will score  $\geq 517$  on the end of year assessment.

#### **Third Grade Reading Performance Objective(s)—Formative and Summative Assessments**

Describe the formative and summative assessments used to evaluate the identified students' success in attaining the stated performance objectives.

Summative Assessment

- Fastbridge Areading
- Guided reading level as measured by Fountas and Pinnell Benchmark Assessment
- 107 High Frequency Word List from Fountas and Pinnell.

Formative Assessment

- Teacher and textbook created unit tests

## IV. CONTRACT REQUIREMENTS (cont'd)

### Third Grade Reading Performance Objective(s)—AGR Strategies

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.

1:1 Tutoring with Title I Reading interventionist-The individualized, data-informed tutoring will help the student improve on skills they are struggling with.

Instructional Coaching-Coaching will be focused on data-driven instruction and will assist teachers in identifying the areas of concern within the assessments. Using this data, the coach will help identify and model instructional strategies to better differentiate and meet the students' needs.

### Kindergarten Mathematics Performance Objective(s)—Growth

Describe the baseline performance and expected growth the identified kindergarten students will make in mathematics.

80% of kindergarten students are expected to score >65 on the Fastbridge Early Math end of year benchmarks,

### Kindergarten Mathematics Performance Objective(s)—Formative and Summative Assessments

Describe the formative and summative assessments used to evaluate the identified students' success in attaining the stated performance objectives.

Summative Assessments

-Fastbridge Early Math

-End of Unit textbook tests

Formative Assessments

-Textbook quick quizzes

-Monitoring daily work

that align to the essential standards taught throughout our kindergarten curriculum.

### Kindergarten Mathematics Performance Objective(s)—AGR Strategies

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.

1:1 Tutoring with Title I Math interventionist-The individualized, data-informed tutoring will help the student improve on skills they are struggling with.

Instructional Coaching-Coaching will be focused on data-driven instruction and will assist teachers in identifying the areas of concern within the assessments. Using this data, the coach will help identify and model instructional strategies to better differentiate and meet the students' needs.

### First Grade Mathematics Performance Objective(s)—Growth

Describe the baseline performance and expected growth the identified first grade students will make in mathematics.

80% of first grade students will score  $\geq 201$  on the Fastbridge AMath end of year benchmarks assessment.

### First Grade Mathematics Performance Objective(s)—Formative and Summative Assessments

Describe the formative and summative assessments used to evaluate the identified students' success in attaining the stated performance objectives.

Summative Assessments

-Fastbridge AMath

-End of Unit textbook tests

Formative Assessments

-Textbook quick quizzes

-Monitoring daily work

### First Grade Mathematics Performance Objective(s)—AGR Strategies

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.

1:1 Tutoring with Title I Math interventionist-The individualized, data-informed tutoring will help the student improve on skills they are struggling with.

Instructional Coaching-Coaching will be focused on data-driven instruction and will assist teachers in identifying the areas of concern within the assessments. Using this data, the coach will help identify and model instructional strategies to better differentiate and meet the students' needs.

Class size of less than 18:1.

### Second Grade Mathematics Performance Objective(s)—Growth

#### IV. CONTRACT REQUIREMENTS (cont'd)

Describe the baseline performance and expected growth the identified second grade students will make in mathematics.

Using the Fastbridge AMath end of year benchmarks, 80% of second grade students will score  $\geq 209$  on the assessment.

#### **Second Grade Mathematics Performance Objective(s)—Formative and Summative Assessments**

Describe the formative and summative assessments used to evaluate the identified students' success in attaining the stated performance objectives.

Summative Assessments

-Fastbridge AMath

-End of Unit textbook tests

Formative Assessments

-Textbook quick quizzes

-Monitoring daily work

#### **Second Grade Mathematics Performance Objective(s)—AGR Strategies**

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.

1:1 Tutoring with Title I Math interventionist-The individualized, data-informed tutoring will help the student improve on skills they are struggling with.

Instructional Coaching-Coaching will be focused on data-driven instruction and will assist teachers in identifying the areas of concern within the assessments. Using this data, the coach will help identify and model instructional strategies to better differentiate and meet the students' needs.

Class size of less than 18:1.

#### **Third Grade Mathematics Performance Objective(s)—Growth**

Describe the baseline performance and expected growth the identified third grade students will make in mathematics.

80% of third graders will score  $\geq 215$  on the Fastbridge AMath end of year benchmarks assessment.

#### **Third Grade Mathematics Performance Objective(s)—Formative and Summative Assessments**

Describe the formative and summative assessments used to evaluate the identified students' success in attaining the stated performance objectives.

Summative Assessments

-Fastbridge AMath

-End of Unit textbook tests

Formative Assessments

-Textbook quick quizzes

-Monitoring daily work

#### **Third Grade Mathematics Performance Objective(s)—AGR Strategies**

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.

1:1 Tutoring with Title I Math interventionist-The individualized, data-informed tutoring will help the student improve on skills they are struggling with.

Instructional Coaching-Coaching will be focused on data-driven instruction and will assist teachers in identifying the areas of concern within the assessments. Using this data, the coach will help identify and model instructional strategies to better differentiate and meet the students' needs.

**IV. STIPULATIONS—SCHOOL BOARD AND DEPARTMENT OF PUBLIC INSTRUCTION**

By November 1, the school board must report the strategy/strategies the school board intends to implement in each participating grade, kindergarten through grade 3. [Wis. Stat. §118.44\(4\)\(b\)1.](#)

Before the last day of each school year, the school board must report the strategy/strategies the school board implemented in each participating grade, kindergarten through grade 3. [Wis. Stat. §118.44\(4\)\(b\)2.](#)

**Contract Termination/Contract Transfer.** The school board agrees to provide at least 60 days written notice of its intent to withdraw from the contract or transfer of a contract during the school year and agrees to provide written notice no later than June 30 of its intent to end its participation after that school year. The department agrees to provide written notice to the school board of its intent to terminate the contract at the end of that school year if a determination has been made that the board has violated the terms of the contract.

**Performance Objectives.** The school board agrees to develop and monitor academic performance objectives. Initial performance objectives will be developed and entered into this contract. Performance objectives in subsequent years covered in this contract will be maintained and updated by the school board.

**Staff Information.** The school board stipulates that staff members in this school that will be teaching in participating grades covered by the AGR program and that will be responsible for implementing the AGR program have been fully informed about the program requirements, have had the opportunity to participate in the development of the achievement gap reduction performance objectives related to this contract.

**Use of Aid.** The school board agrees to use the aid provided for this program to satisfy the terms of the contract and agrees to provide budget, financial, and program reports requested by the department. The cost of maintaining the terms of the contract including strategies for reducing class size to 18:1 or 30:2, instructional coaching, and one-to-one tutoring requirements may require allocation of additional local and/or federal funds.

If the school fails to implement the requirements under [Wis. Stat. §118.44\(4\)\(a\)](#) in a participating grade for which the department has made payment, the school board of the district shall, upon the request of the department, reimburse the department the amount paid for the participating grade on the school's behalf for the school year in which the requirements were not implemented [Wis. Stat. §118.44\(6\)\(f\)](#). The department may not renew a contract with a school district on behalf of a participating school if the department determines that the school board has failed to comply with the terms of the contract under sub [Wis. Stat. §118.44\(5\)\(b\)](#).

**Evaluation/Reporting**

**Comparison Groups.** The school board agrees to allow DPI-authorized evaluators of the AGR program access to any school or schools in the district that have been identified as appropriate comparison sites for the purpose of gathering program and achievement data.

**Program Evaluation.** The school board agrees to provide to DPI-authorized evaluators access to staff and students in the school; that school and district staff members will collect, maintain, and report data necessary for such evaluation; and that the school will share information about its programs and achievements with other schools, researchers, and members of the public. For purposes of the AGR evaluation, research staff may visit and observe classrooms; interview students, school staff members, and community members; and review records and documentation maintained by participating schools that demonstrate student achievement or compliance with the program requirements.

**Reporting.** The school board agrees to collect, maintain, and report data and information requested by the department, including student demographic and family income data and academic achievement information to document pupil achievement and the attainment of performance objectives, to provide information necessary for the calculation of aid, and for the purposes of the required program evaluation.

**Test Administration.** The school board agrees to implement any pupil assessments required as part of the AGR program evaluation.

**Monitoring.** The department will monitor school board compliance with the terms of the contract by collecting annual reports

**NWEA Assessment Data (MAP)**

The school board agrees that if the school utilizes NWEA MAP testing, the data from NWEA MAP tests must be shared with DPI-authorized AGR program evaluators for the evaluation of the AGR program. These data can most efficiently be transferred directly from NWEA to DPI in compliance with the Family Educational Rights and Privacy Act (FERPA), [20 U.S.C. Section 1232g](#), and its implementing regulations at [34 CFR Part 99](#). Accordingly, the school board hereby grants permission to NWEA to provide DPI direct access to student test scores and student-, school-, and district-level information resulting from assessments administered beginning on September 1, 2018. ("Data Set"). DPI shall use the data set only for purposes of the AGR program evaluation. This evaluation will include comparisons of student growth in mathematics and reading in AGR and non-AGR schools within districts. This agreement shall be in effect from September 1, 2018, until the earlier of: i) August 31, 2023; or ii) the date either party sends written notice of termination of this agreement to the other (with a copy to NWEA).

In compliance with the Family Educational Rights and Privacy Act (FERPA), [20 U.S.C. Section 1232g](#), the school board agrees to grant DPI permission to utilize personally identifiable educational records that NWEA will provide pursuant to the exception in [20 U.S.C. Section 1232g\(b\)\(1\)\(F\)](#).

**Data Confidentiality.** DPI agrees that any student-level or other individually identifiable data collected for the purposes of the program will be maintained in accordance with the confidentiality provisions in state and federal law. DPI shall use all appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of the district's data set except as provided for by this agreement.

DPI shall require any agent, including a subcontractor, to whom it provides the district's data, to agree to the same conditions and restrictions as set forth herein.

Student data shall be kept in a secure electronic format until no longer needed for purposes of the evaluation or for a period not to exceed five years after the termination of the AGR program, whichever occurs first, at which time DPI and its contracted program evaluator will permanently delete personally identifiable student information from the data set.

The school board understands that it retains the right to all data resulting from these assessments and that this agreement does not in any way waive their rights to the data. By signing below, we acknowledge that we have the necessary authority to enter into this agreement and that our school(s) will record this redisclosure and include it in their annual notification to parents.