

**Wrenshall ISD 100 Wrenshall Board of Education**

Monday, June 9, 2025 - 6:00 PM

Wrenshall School Library Media Center

This is the regular monthly business meeting of the Wrenshall Board of Education. A public comment period will precede the meeting at 5:30 p.m. in the same location in accordance with Policy 206 and 206A.

Director Ankrum will be actively participating in the meeting remotely through videoconferencing.

His location will be:

Baymont Inn (lobby)

245 Florence Ave

Owatonna, MN 55060

1. Call to Order  
Chairperson
2. Pledge of Allegiance  
Chairperson
3. Roll Call  
Chairperson
4. Adoption of Agenda  
Chairperson
5. Regular Business

Chairperson

- a. Approval of Minutes  
Chairperson  
Approval of official minutes for the May 12 regular business meeting and June 5 work session.
- b. Accept Business Office Report  
Jeff Pesta
- c. Approval of Consent Agenda  
Jeff Pesta
6. Informational Items

Chairperson

Regular Business

- a. Board Committee Reports  
Mary Carlson
  - b. Principal's Report  
Michelle Blanchard  
Optional Informational Principal's report.
  - c. Community Education Report  
Katie Beck  
Optional Informational Report from the Community Education Director or Coordinator.
  - d. American Indian Cultural Liaison Report  
Kevin Kot
  - e. Enrollment Report  
Jeff Pesta  
Monthly snapshot of current enrollment statistics
  - f. Superintendent's Report  
Jeff Pesta
  - g. Annual QComp Report  
Suzy Berger  
Quality Compensation (Q Comp) is an optional program that districts can receive a combination of state aid and levy authority to implement. The objective is to incentivize professional growth through teacher mentoring, peer review, and performance objectives.
  - h. Curriculum Committee Report  
Denise North
  - i. Consolidation Facilities Study  
Mary Carlson  
The attached contracts were an outcome of the June 3 Joint Board Consolidation Committee. The documents were not yet available to preview during the June 5 work session.
  - j. Preview of Community Education Handbooks and Proposed Changes to Board Director Compensation  
Mary Carlson  
Consideration of staff discounts for programming as a recruitment and retention incentive.
7. Action Items  
Chairperson
- a. Comprehensive Insurance Policy Renewal  
Jeff Pesta

The increase in comprehensive coverage for next year is 11%. The primary increase is due to a rise in property values tied to inflation. Our Workers' Comp and Auto coverages decreased due to a low claim history.

- b. Modify Incoming Interim Superintendent Contract to Start June 16, 2025  
Mary Carlson
- c. Approve Superintendent Transition Days  
Mary Carlson  
The Board intends to authorize Rising Tide School Board Services to provide mentoring for the incoming interim superintendent as requested, up to a maximum of 24 hours in Fiscal Year 2026.
- d. Modify Fiscal Year 2026 Budget to Include Addition of an Extra Section of First Grade and Gym Floor Refinishing  
Jeff Pesta
- e. Raptor Cooperative Pay Before Play Guidelines  
Mary Carlson  
Consider approving guidelines regarding activity participation fees and access for all Carlton or Wrenshall students.
- f. Proposed Administrative and Fiscal Host Agreement for Raptor Sports Cooperative  
Mary Carlson
- g. Minnesota State High School League Membership Annual Renewal  
Jeff Pesta
  
- h. Annual Renewal for the Arrowhead Regional Computing Consortium  
Jeff Pesta
- i. Renewal of MSBA Membership  
Jeff Pesta  
Renewal of member services to include policy and BoardBook.
- j. Approve Crisis Plan Document  
Jon Beck  
The Crisis Plan is an internal document which guides the District's emergency responses. The document will not be posted on public platforms. A summary of annual safety training involving students may be requested from the principal's office.
- k. Acknowledgment of Ad-Hoc Committee for Student Drop-off and Pick-up Procedures  
Mary Carlson
- l. Policy Review Cycle

Mary Carlson

The policy handbook review and update cycle has been completed.

1. New Policy

Mary Carlson

In accordance with Policy 208, new policies must have two public readings prior to a vote for approval upon the third reading.

m. Acceptance of Donations

Chairperson

n. Hiring Requests

Jeff Pesta

8. Future Meetings

Chairperson

Confirm upcoming meetings.

9. Adjournment

Chairperson

Wrenshall Board of Education  
Monday, June 9, 2025 6:00 PM

Wrenshall School Library Media Center  
207 Pioneer Drive  
Wrenshall, MN 55797

## **Agenda**

1. Call to Order

**Speaker(s):** Chairperson

2. Pledge of Allegiance

**Speaker(s):** Chairperson

3. Roll Call

**Speaker(s):** Chairperson

4. Adoption of Agenda

**Speaker(s):** Chairperson

5. Regular Business

**Speaker(s):** Chairperson

5.a. Approval of Minutes

**Speaker(s):** Chairperson

5.b. Accept Business Office Report

**Speaker(s):** Jeff Pesta

5.c. Approval of Consent Agenda

**Speaker(s):** Jeff Pesta

6. Informational Items

**Speaker(s):** Chairperson

6.a. Board Committee Reports

**Speaker(s):** Mary Carlson

6.b. Principal's Report

**Speaker(s):** Michelle Blanchard

6.c. Community Education Report

**Speaker(s):** Katie Beck

6.d. American Indian Cultural Liaison Report

**Speaker(s):** Kevin Kot

6.e. Enrollment Report

**Speaker(s):** Jeff Pesta

6.f. Superintendent's Report

**Speaker(s):** Jeff Pesta

6.g. Annual QComp Report

**Speaker(s):** Suzy Berger

6.h. Curriculum Committee Report

**Speaker(s):** Denise North

6.i. Consolidation Facilities Study

**Speaker(s):** Mary Carlson

6.j. Preview of Community Education Handbooks and Proposed Changes to Board Director Compensation

**Speaker(s):** Mary Carlson

7. Action Items

**Speaker(s):** Chairperson

7.a. Comprehensive Insurance Policy Renewal

**Speaker(s):** Jeff Pesta

7.b. Modify Incoming Interim Superintendent Contract to Start June 16, 2025

**Speaker(s):** Mary Carlson

7.c. Approve Superintendent Transition Days

**Speaker(s):** Mary Carlson

7.d. Modify Fiscal Year 2026 Budget to Include Addition of an Extra Section of First Grade and Gym Floor Refinishing

**Speaker(s):** Jeff Pesta

7.e. Raptor Cooperative Pay Before Play Guidelines

**Speaker(s):** Mary Carlson

7.f. Proposed Administrative and Fiscal Host Agreement for Raptor Sports Cooperative

**Speaker(s):** Mary Carlson

7.g. Minnesota State High School League Membership Annual Renewal

**Speaker(s):** Jeff Pesta

7.h. Annual Renewal for the Arrowhead Regional Computing Consortium

**Speaker(s):** Jeff Pesta

7.i. Renewal of MSBA Membership

**Speaker(s):** Jeff Pesta

7.j. Approve Crisis Plan Document

**Speaker(s):** Jon Beck

7.k. Acknowledgment of Ad-Hoc Committee for Student Drop-off and Pick-up Procedures

**Speaker(s):** Mary Carlson

7.l. Policy Review Cycle

**Speaker(s):** Mary Carlson

7.l.1. New Policy

**Speaker(s):** Mary Carlson

7.m. Acceptance of Donations

**Speaker(s):** Chairperson

7.n. Hiring Requests

**Speaker(s):** Jeff Pesta

8. Future Meetings

**Speaker(s):** Chairperson

9. Adjournment

**Speaker(s):** Chairperson

Wrenshall Board of Education  
Monday, May 12, 2025 6:00 PM Central

Wrenshall School Music Room  
207 Pioneer Drive  
Wrenshall, MN 55797

Eric Ankrum: Present  
Jon Beck: Present  
Mary Carlson: Present  
Ben Johnson: Present  
Ashley Laveau: Present  
Erin Riley: Present  
Present: 6.

#### 1. Call to Order

The meeting was called to order by Chair Carlson at 6:03 p.m. The Board received public comment from Tim Kasperi and Denise North in the open forum which preceded the business meeting.

#### 2. Pledge of Allegiance

#### 3. Roll Call

All directors were present along with Superintendent Pesta.

#### 4. Adoption of Agenda

Motion to approve. This motion, made by Eric Ankrum and seconded by Ashley Laveau, Carried.

Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau: Yea, Erin Riley: Yea  
Yea: 6, Nay: 0

#### 5. Regular Business

##### 5.a. Approval of Minutes

Motion to approve official minutes. This motion, made by Ben Johnson and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau: Yea, Erin Riley: Yea  
Yea: 6, Nay: 0

##### 5.b. Accept Business Office Report

Motion to accept business report as presented. This motion, made by Ashley Laveau and seconded by Erin Riley, Carried.

Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau: Yea, Erin Riley: Yea  
Yea: 6, Nay: 0

##### 5.c. Approval of Consent Agenda

Motion to approve. This motion, made by Eric Ankrum and seconded by Jon Beck, Carried.  
Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau:  
Yea, Erin Riley: Yea  
Yea: 6, Nay: 0

The circumstances for hiring Jolene Johnson retroactively on behalf of the Raptor Sports Cooperative were due to the lack of a Cheer Coach position within Schedule C of the current Carlton master agreement.

## 6. Informational Items

### 6.a. Board Committee Reports

Consolidation Committee - The Joint Session on April 28 went well and the exploratory process continues. The Carlton and Wrenshall Chairs had an exploratory discussion about potentially sharing a superintendent for Fiscal Year 2026. Carlton was encouraged to engage in a search process independent of the Wrenshall contract with its incoming superintendent. That process would not preclude reconsidering any possible options in the future, including sharing or purchasing of services.

#### 6.a.1. Formation of Ad Hoc Student Drop-Off and Pick-Up Safety Committee

Director Carlson is inviting Board directors, staff, parents, and community members who may be interested in participating in the ad-hoc committee to assist her in developing recommendations for best practice safety guidelines in the drop-off and pick-up zone of the school to be implemented next school year.

### 6.b. Principal's Report

### 6.c. Community Education Report

### 6.d. American Indian Cultural Liaison Report

### 6.e. Enrollment Report

### 6.f. Superintendent's Report

## 7. Action Items

### 7.a. Fiscal Year 2026 Budget Adoption

Motion to adopt budget as presented. This motion, made by Eric Ankrum and seconded by Ashley Laveau, Carried.

Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau:  
Yea, Erin Riley: Yea  
Yea: 6, Nay: 0

#### 7.a.1. Proposed Fiscal Year 2026 Budget

### 7.b. Approve Specialist Contracts for Service

Motion to approve the annual service contracts as presented. This motion, made by Erin Riley and seconded by Jon Beck, Carried.

Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau:  
Yea, Erin Riley: Yea  
Yea: 6, Nay: 0

#### 7.c. Approval of Copier Service Contract

Motion to award the copier service contract to Metro Sales as presented in their proposal. This motion, made by Eric Ankrum and seconded by Jon Beck, Carried.

Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau: Yea, Erin Riley: Yea

Yea: 6, Nay: 0

A team of District office professionals rated proposals based on a rubric as described in the Request for Proposals. The evaluation team is recommending renewing with Metro Sales for up to three years.

#### 7.d. Raptor Cooperative Pay Before Play Guidelines

Motion to table definitely. This motion, made by Eric Ankrum and seconded by Erin Riley, Carried.

Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau: Yea, Erin Riley: Yea

Yea: 6, Nay: 0

Chair Carlson provided a recommendation that the guidelines were not ready for approval. The consensus of the Board was to table action definitely until June 9.

#### 7.e. Policy Review Cycle

##### 7.e.1. Revised Policy

Motion to approve minor revisions to Policies 533 and 704. This motion, made by Ashley Laveau and seconded by Jon Beck, Carried.

Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau: Yea, Erin Riley: Yea

Yea: 6, Nay: 0

Minor revisions to Policies 533 and 704 may be adopted following one reading.

##### 7.e.2. New Policy

Motion move Policy 419.1 to a third and final reading. This motion, made by Eric Ankrum and seconded by Ashley Laveau, Carried.

Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau: Yea, Erin Riley: Yea

Yea: 6, Nay: 0

#### 7.f. Acceptance of Donations

Motion to accept donations with gratitude. This motion, made by Erin Riley and seconded by Ashley Laveau, Carried.

Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau: Yea, Erin Riley: Yea

Yea: 6, Nay: 0

#### 7.g. Hiring Requests

Motion to approve hiring requests as presented. This motion, made by Eric Ankrum and seconded by Erin Riley, Carried.

Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau: Yea, Erin Riley: Yea

Yea: 6, Nay: 0

#### 8. Future Meetings

A Board work session has been confirmed for June 5. Director Ankrum has provided notice that he will need to participate in the June 9 regular business meeting remotely through video.

#### 9. Adjournment

Motion to adjourn. This motion, made by Eric Ankrum and seconded by Ashley Laveau, Carried.

Eric Ankrum: Yea, Jon Beck: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Ashley Laveau: Yea, Erin Riley: Yea

Yea: 6, Nay: 0

Chair Carlson adjourned the meeting at 7:13 p.m.

Wrenshall Board of Education Work  
Session  
Thursday, June 5, 2025 6:00 PM Central

Wrenshall School Library Media Center  
207 Pioneer Drive  
Wrenshall, MN 55797

Eric Ankrum: Present  
Jon Beck: Present  
Mary Carlson: Present  
Ben Johnson: Present  
Ashley Laveau: Present  
Erin Riley: Present  
Present: 6.

### 1. Call to Order

Chair Carlson called the meeting to order at 6:08 p.m. Director Johnson was tardy with notice and arrived at 6:15 p.m. and was present for all discussions.

### 2. Preview of Regular Meeting Agenda for June 9.

#### 2.a. Board Committee Reports

CTE Protocol Ad-Hoc - Director Ankrum provided a preview of an alternative community affordable housing grant opportunity after the Minnesota Department of Education (MDE) grant application was unsuccessful. The committee will set a meeting to begin the process of completing the District protocol promptly.

Technology - Director Johnson provided an update on the installation of the MDE grant-provided equipment. He also asked for consensus from the Board to proceed with order placement timing for new staff equipment, which was approved in the Fiscal Year 2026 budget adoption.

Safety Committee - Director Beck shared that the Crisis Plan document had received the final edits and will be presented for formal approval on June 9.

Consolidation Joint Committee - Director Carlson reviewed the June 3rd joint meeting. A referendum and construction services contract with ICS was requested by the joint boards. The document will be placed as an informational item on the June 9 Wrenshall Board agenda.

#### 2.a.1. Consideration of School Safety and Security Grant Application

Director Johnson presented details of a federal COPS grant for school security infrastructure. There was no consensus of the Board to utilize resources to meet the urgent application deadline.

#### 2.a.2. Consideration of Acknowledgment of Ad-Hoc Committee for Student Drop-off and Pick-up Procedures

Director Carlson reminded the Board of the conditions in need of traffic safety improvements in front of the school. The consensus of the Board was to add acknowledgment of the ad-hoc committee to the June 9th agenda.

### 3. Strategic Planning

### 3.a. Preview of Community Education Handbooks

The consensus of the Board was to add consideration of including staff discounts for community education programming as an informational item on June 9th.

### 3.b. Proposed Administrative and Fiscal Hosts for Raptor Sports Cooperative

Director Carlson reviewed past agreements and updated the Board and guided them through a cost valuation process. The consensus of the Board was to add the agreement as an action item for June 9th.

### 3.c. Preview of 2025-2026 Staffing and Master Schedules

After reviewing current enrollment projections and staffing levels, the consensus of the Board was to create a June 9 action item to add a second section of first grade for the upcoming school year and to post for anticipated multiple vacancies for elementary teaching positions.

### 3.d. Possible Modification of Incoming Superintendent Start Date

The consensus of the Board was to add a modification of the incoming superintendent's contract with a starting date of June 16 rather than July 1 to the June 9th action agenda.

### 3.e. Consideration of Marketing Initiative

The Board reviewed quotes for two different advertisement opportunities for student enrollment recruitment. There was no consensus on proceeding. Individual directors are encouraged to motion for addition to the June 9 action agenda if they are recommending a specific marketing plan to the full Board at that time.

### 3.f. Budget Update

The proposed State of Minnesota funding bill agreement improves the District's adopted Fiscal Year 2026 budget by \$135,000. The recommendation of administration is that both this tentative agreement and the current increase in projected enrollment of 15 students are dependable enough to consider limited new or parked expenditures.

### 3.g. Board Retreat and New Strategic Plan

## 4. Adjournment

Chair Carlson adjourned the meeting at 10:26 p.m.

**Wrenshall School ISD #100**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund</b>	<b>Description</b>	<b>Total</b>
01	General Fund	\$103,544.02
02	Food Services Fund	\$11,550.49
03	Transportation (Sub of 01)	\$13,829.81
04	Community Service	\$668.93
05	Capital Outlay (Sub of 01)	\$13,534.28
18	Custodial	\$89.98
21	Student Activities	\$905.08
<b>Report Total</b>		<b>\$144,122.59</b>

**Wrenshall School ISD #100**  
**Receipt Listing Report with Detail by Deposit**  
**Fund Summary**

<b>Fund</b>	<b>Total</b>
01	\$929,604.01
02	\$26,204.99
04	\$14,436.82
21	\$3,954.00
<b>Report Total</b>	<b>\$974,199.82</b>

**Wrenshall School ISD #100**  
**Exp/Rev Summary - Fd**  
**Period Ending May 31, 2025**

Sequence: L, Fd

Description		Revised25 Annual Budget	Period 202511	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
E	Expenditure							
01	General Fund	5,060,636.76	406,438.16	3,899,951.14	77%	6,786.59	77%	1,153,899.03
02	Food Services Fund	190,973.00	21,013.86	179,640.02	94%	0.00	94%	11,332.98
03	Transportation (Sub of 01)	428,166.00	37,547.07	359,839.13	84%	140,975.90	117%	(72,649.03)
04	Community Service	187,304.00	16,483.35	155,207.99	83%	0.00	83%	32,096.01
05	Capital Outlay (Sub of 01)	159,232.00	13,534.28	176,339.61	111%	986.00	111%	(18,093.61)
07	Debt Redemption Fund	943,770.00	0.00	943,545.00	100%	0.00	100%	225.00
18	Custodial	0.00	89.98	3,289.98	0%	0.00	0%	(3,289.98)
21	Student Activities	0.00	3,441.94	34,138.17	0%	0.00	0%	(34,138.17)
E	Expenditure	6,970,081.76	498,548.64	5,751,951.04	83%	148,748.49	85%	1,069,382.23
R	Revenue							
01	General Fund	(5,304,127.00)	(931,526.10)	(5,198,828.71)	98%	0.00	98%	(105,298.29)
02	Food Services Fund	(217,700.00)	(26,204.99)	(187,485.19)	86%	0.00	86%	(30,214.81)
03	Transportation (Sub of 01)	(252,543.00)	0.00	0.00	0%	0.00	0%	(252,543.00)
04	Community Service	(192,674.00)	(14,436.82)	(149,933.94)	78%	0.00	78%	(42,740.06)
05	Capital Outlay (Sub of 01)	(138,011.00)	0.00	0.00	0%	0.00	0%	(138,011.00)
07	Debt Redemption Fund	(986,896.00)	0.00	(105,639.73)	11%	0.00	11%	(881,256.27)
18	Custodial	0.00	0.00	(1,700.00)	0%	0.00	0%	1,700.00
21	Student Activities	0.00	(3,954.00)	(20,196.81)	0%	0.00	0%	20,196.81
R	Revenue	(7,091,951.00)	(976,121.91)	(5,663,784.38)	80%	0.00	80%	(1,428,166.62)
	<b>Report Totals:</b>	<b>(121,869.24)</b>	<b>(477,573.27)</b>	<b>88,166.66</b>	<b>(72%)</b>	<b>148,748.49</b>	<b>(194%)</b>	<b>(358,784.39)</b>

## Wrenshall School ISD #100 Receipt Listing Report

Deposit Ctrl No	Batch	Co	Receipt No	Receipt Type	Bank	Check No	Date	Pmt Type	Grp	Code	Customer	Status	Amount
3734	0100		12264	Credit	1		05/02/25	Check	1	1500	Miscellaneous	Applied	200.00
	0100		12265	Credit	1		05/02/25	Check	1	1015	ISD 704 - Proctor	Applied	1,017.20
	0100		12266	Credit	1		05/02/25	Check	1	1042	LATCH KEY	Applied	1,691.25
	0100		12267	Credit	1		05/02/25	Check	1	1044	PreSchool	Applied	258.34
<b>Deposit Control Total:</b>												<b>3,166.79</b>	
3735	0100		12268	Credit	1	0009589788	05/06/25	Check	1	1002	State of MN	Applied	25,746.98
<b>Deposit Control Total:</b>												<b>25,746.98</b>	
3736	0100		12269	Credit	1	0009580433	05/06/25	Wire	1	1002	State of MN	Applied	1,355.17
<b>Deposit Control Total:</b>												<b>1,355.17</b>	
3737	0100		12270	Credit	1	0009600062	05/14/25	Wire	1	1002	State of MN	Applied	237,445.78
<b>Deposit Control Total:</b>												<b>237,445.78</b>	
3738	0100		12271	Credit	1		05/14/25	Check	1	1110	Lunch Program	Applied	321.55
	0100		12272	Credit	1		05/14/25	Check	1	1046	Community Ed	Applied	432.00
	0100		12273	Credit	1		05/14/25	Check	1	1044	PreSchool	Applied	150.00
	0100		12274	Credit	1		05/14/25	Check	1	1042	LATCH KEY	Applied	800.00
	0100		12275	Credit	1		05/14/25	Check	1	1500	Miscellaneous	Applied	7,728.69
<b>Deposit Control Total:</b>												<b>9,432.24</b>	
3739	0100		12276	Credit	1		05/19/25	Check	1	1500	Miscellaneous	Applied	22.50
	0100		12277	Credit	1		05/19/25	Check	1	1110	Lunch Program	Applied	50.00
	0100		12278	Credit	1		05/19/25	Check	1	1042	LATCH KEY	Applied	2,238.88
	0100		12279	Credit	1		05/19/25	Check	1	1046	Community Ed	Applied	100.00
	0100		12280	Credit	1		05/19/25	Check	1	1044	PreSchool	Applied	208.54
<b>Deposit Control Total:</b>												<b>2,619.92</b>	
3740	0100		12281	Credit	1		05/20/25	Check	1	1002	State of MN	Applied	2,304.57
<b>Deposit Control Total:</b>												<b>2,304.57</b>	
3741	0100		12282	Credit	1		05/23/25	Check	1	1014	ISD 97 Moose Lake	Applied	265.95
	0100		12283	Credit	1		05/23/25	Check	1	1500	Miscellaneous	Applied	364.00
	0100		12284	Credit	1		05/23/25	Check	1	1042	LATCH KEY	Applied	182.50
	0100		12285	Credit	1		05/23/25	Check	1	1044	PreSchool	Applied	50.00
<b>Deposit Control Total:</b>												<b>862.45</b>	
3742	0100		12286	Credit	1	1stadv	05/27/25	Check	1	1001	Carlton County	Applied	530,211.20
<b>Deposit Control Total:</b>												<b>530,211.20</b>	

### Wrenshall School ISD #100 Receipt Listing Report

Deposit Ctrl No	Batch	Co	Receipt No	Receipt Type	Bank	Check No	Date	Pmt Type	Grp	Code	Customer	Status	Amount
3743		0100	12287	Credit	1	0009633858	05/30/25	Wire	1	1002	State of MN	Applied	156,500.26
<b>Deposit Control Total:</b>												<b>156,500.26</b>	
3744		0100	12288	Credit	1	Maybrightwheel	05/31/25	Check	1	1045	BRIGHTWHEEL	Applied	4,554.46
<b>Deposit Control Total:</b>												<b>4,554.46</b>	
<b>Report Total:</b>												<b>974,199.82</b>	

# Expense Listing Report - May 2025

Check No.	Vendor	Amount	Date	Description
57237	ACT	\$780.00	5/2/2025 0:00	Standardized Test
57238	CENTURY LINK	\$328.83	5/2/2025 0:00	Communication Srvc-Telephone
57239	CITY OF WRENSHALL	\$800.00	5/2/2025 0:00	Snow Removal
57240	COMO OIL AND PROPANE	\$464.33	5/2/2025 0:00	Fuel For Vehicles
57241	COMO OIL AND PROPANE	\$621.91	5/2/2025 0:00	Fuel For Vehicles
57242	DSC COMMUNICATIONS	\$140.00	5/2/2025 0:00	Communications Serv
57243	DSC COMMUNICATIONS	\$70.00	5/2/2025 0:00	Communication Srvc-Telephone
57244	DSC COMMUNICATIONS	\$460.00	5/2/2025 0:00	Communications Serv
57245	INTEGRATED FOOD SERVICE	\$605.85	5/2/2025 0:00	Food-Lunch
57246	JOHANNA BERNU	\$400.00	5/2/2025 0:00	American Indian Ed Expense
57247	KARLSBURGER FOODS INC	\$43.50	5/2/2025 0:00	Food-Lunch
57248	KEMPS LLC	\$447.95	5/2/2025 0:00	Milk-Lunch
57249	MELANIE HUMMEL Ed S	\$1,968.75	5/2/2025 0:00	To Non-Ed Agency-SpEd General
57250	MENARDS - WEST DULUTH	\$75.58	5/2/2025 0:00	Instru Supplies-Industrial Ed
57251	MN TELECOMMUNICATIONS	\$403.00	5/2/2025 0:00	Svc Purch from MN Joint-Powers
57252	PEC SOLUTIONS LLC	\$347.20	5/2/2025 0:00	Contracted Services-Facilities
57253	SARAH BALDES HOLMI	\$150.00	5/2/2025 0:00	Father/Daughter Ball Gen Supplies
57254	SCHMITT DIRECTOR CENTER	\$15.16	5/2/2025 0:00	Local Grant Expense-District
57255	SCHMITT MUSIC DULUTH	\$68.38	5/2/2025 0:00	Local Grant Expense-District
57256	SECURLY INC	\$616.00	5/2/2025 0:00	Non-Instr Software Lic Agreemt
57257	SHIRLEY VAN GUILDER	\$132.00	5/2/2025 0:00	Father/Daughter Ball Gen Supls
57258	UNITED TRUCK BODY CO INC	\$74.00	5/2/2025 0:00	Repairs & Maint Serv
57259	UNITED WAY CARLTON CO PINE CO	\$131.00	5/2/2025 0:00	Student Assistance
57260	UPPER LAKES FOODS INC	\$3,702.50	5/2/2025 0:00	Food
57261	WALMART / CAPITAL ONE	\$205.75	5/2/2025 0:00	General Supplies
57262	A G O'BRIEN	\$3,370.83	5/12/2025 0:00	Contracted Services-Facilities
57263	CLOQUET SANITARY SERVICE	\$965.68	5/12/2025 0:00	Contr Svc- Garbage
57264	COMO OIL AND PROPANE	\$680.02	5/12/2025 0:00	Fuel For Vehicles
57265	COMO OIL AND PROPANE	\$812.88	5/12/2025 0:00	Fuel For Vehicles
57266	COMO OIL AND PROPANE	\$519.38	5/12/2025 0:00	Fuel For Vehicles
57267	ESC SYSTEMS	\$420.00	5/12/2025 0:00	Prof & Tech Svcs-ENVIR MGMT
57268	INTEGRATED FOOD SERVICE	\$551.65	5/12/2025 0:00	Food-Lunch
57269	JEFF PESTA	\$2,620.20	5/12/2025 0:00	Consulting Fees/Serv-Admin
57271	JUNCTION TIRE SERVICE	\$26.57	5/12/2025 0:00	Repairs & Maint Serv
57272	KATIE BECK	\$364.00	5/12/2025 0:00	Meetings/Travel-Elem SD
57273	KEMPS LLC	\$274.55	5/12/2025 0:00	Milk
57274	L & M SUPPLY INC	\$18.84	5/12/2025 0:00	Supplies-Operations & Maint
57275	MN PEIP	\$33,569.10	5/12/2025 0:00	Health Insurance
57276	NORTHERN DOOR & HARDWARE INC	\$335.00	5/12/2025 0:00	Supplies-Operations & Maint
57277	PER MAR SECURITY SERVICES	\$21.62	5/12/2025 0:00	Security System Fees
57278	RENAE HOUSE	\$224.00	5/12/2025 0:00	Travel-Food Svc
57279	TK ELEVATOR CORP	\$627.25	5/12/2025 0:00	Prof & Tech Services-Phys Haz
57280	UNITED TRUCK BODY CO INC	\$1,708.48	5/12/2025 0:00	Repairs & Maint Serv
57281	UNITED TRUCK BODY CO INC	\$918.40	5/12/2025 0:00	Repairs & Maint Serv
57282	UNITED TRUCK BODY CO INC	\$591.53	5/12/2025 0:00	Repairs & Maint Serv
57283	UNITED TRUCK BODY CO INC	\$286.87	5/12/2025 0:00	Repairs & Maint Serv
57284	WIEDIGER SPEECH & LANGUAGE SVCS	\$13,420.00	5/12/2025 0:00	To Non-Ed Agency
57285	BRITTANY CAMPBELL	\$22.18	5/16/2025 0:00	General Supplies-Food Svc

57286	CARLTON COUNTY HUMAN SERVICES	\$50.00	5/16/2025 0:00	Communication Srvc-Telephone
57287	CMH RAITER FAMILY CLINIC	\$50.00	5/16/2025 0:00	Physicals/Drug Testing
57288	CMH RAITER FAMILY CLINIC	\$247.00	5/16/2025 0:00	Physicals/Drug Testing
57289	COMO OIL AND PROPANE	\$569.78	5/16/2025 0:00	Fuel For Vehicles
57290	EDUCATORS BENEFIT CONSULTANTS	\$74.36	5/16/2025 0:00	Consultg Fees/Serv-Bus Office
57291	EMC INSURANCE COMPANIES	\$6,920.22	5/16/2025 0:00	Insurance
57292	GREAT LAKES AQUARIUM	\$172.50	5/16/2025 0:00	Elem Field Trip Reimb
57293	GUARDIAN PEST SOLUTIONS, INC	\$57.91	5/16/2025 0:00	Fees for Svc-Food Svc
57294	ISD #0094 CLOQUET	\$3,977.18	5/16/2025 0:00	Fed Subaward <\$25,000
57295	ISD #0095 CROMWELL	\$1,040.34	5/16/2025 0:00	Fed Subaward <\$25,000
57296	ISD #0099 ESKO	\$2,715.80	5/16/2025 0:00	Fed Subaward <\$25,000
57297	ISD #0381 LAKE SUPERIOR	\$1,212.45	5/16/2025 0:00	Fed Subaward <\$25,000
57298	ISD #0577 WILLOW RIVER	\$1,005.53	5/16/2025 0:00	Fed Subaward <\$25,000
57299	ISD #0700 HERMANTOWN	\$2,437.33	5/16/2025 0:00	Fed Subaward <\$25,000
57300	ISD #0700 HERMANTOWN	\$380.71	5/16/2025 0:00	Fed Subaward <\$25,000
57301	ISD #0700 HERMANTOWN	\$580.64	5/16/2025 0:00	Fed Subaward <\$25,000
57302	JULIAN KITTO	\$700.00	5/16/2025 0:00	American Indian Ed Expense
57303	KEMPS LLC	\$384.50	5/16/2025 0:00	Milk
57304	METRO SALES INC	\$482.00	5/16/2025 0:00	Lease Principal
57305	MINNESOTA GRAD SERVICES	\$33.00	5/16/2025 0:00	Graduation Expense
57306	MINNESOTA POWER	\$6,170.40	5/16/2025 0:00	Electricity
57307	MN ENERGY RESOURCES	\$943.65	5/16/2025 0:00	Fuel For Bldgs
57308	MN ENERGY RESOURCES	\$359.89	5/16/2025 0:00	Fuel For Bldgs
57309	PAN-O-GOLD BAKING	\$318.40	5/16/2025 0:00	Food-Lunch
57310	SAM'S CLUB / SYNCHRONY BANK	\$1.09	5/16/2025 0:00	Consultg Fees/Serv-Bus Office
57311	SHIRLEY VAN GUILDER	\$32.00	5/16/2025 0:00	Travel-Com Ed
57312	SUMMIT FIRE PROTECTION	\$96.00	5/16/2025 0:00	Prof & Tech Svcs-FIRE SAFETY
57313	THE COLLEGE OF ST SCHOLASTICA	\$1,000.00	5/16/2025 0:00	Gifted Talented Student Travel
57314	UNITED TRUCK BODY CO INC	\$1,024.06	5/16/2025 0:00	Repairs & Maint Serv
57315	UPPER LAKES FOODS INC	\$4,508.97	5/16/2025 0:00	Food
57316	CARDMEMBER SERVICE	\$8,445.28	5/16/2025 0:00	Supplies - Staff Dev - Textbooks
57317	BEN JOHNSON	\$190.40	5/22/2025 0:00	Comp Sci Cap Instr Tech Hdwe
57318	BETH PETERSON	\$90.00	5/22/2025 0:00	Travel-Admin Staff Development
57319	Bong Veterans Historical Center	\$215.00	5/22/2025 0:00	Elem Field Trip Reimb
57320	CITY OF WRENSHALL	\$710.44	5/22/2025 0:00	Water & Sewage
57321	COMO OIL AND PROPANE	\$671.98	5/22/2025 0:00	Fuel For Vehicles
57322	CONSTELLATION NEW ENERGY GAS	\$1,590.51	5/22/2025 0:00	Fuel For Bldgs
57323	DELTA DENTAL OF MINNESOTA	\$3,218.65	5/22/2025 0:00	Dental Insurance
57324	ESC SYSTEMS	\$915.33	5/22/2025 0:00	Prof & Tech Svcs-FIRE SAFETY
57325	INCLINE STATION BOWLING STATION	\$415.00	5/22/2025 0:00	Elem Field Trip Reimb
57326	KAITLYN BESTER	\$85.00	5/22/2025 0:00	Sixth grade revenue
57327	KELSEY WINTER	\$85.00	5/22/2025 0:00	Sixth grade revenue
57328	KEMPS LLC	\$475.30	5/22/2025 0:00	Milk
57329	MENARDS - WEST DULUTH	\$203.51	5/22/2025 0:00	Instru Supplies-Industrial Ed
57330	MENARDS - WEST DULUTH	\$204.92	5/22/2025 0:00	Instru Supplies-Industrial Ed
57331	MENARDS - WEST DULUTH	\$389.89	5/22/2025 0:00	Instru Supplies-Industrial Ed
57332	OSPREY WILDS ENVIRON LEARN CTR	\$3,150.00	5/22/2025 0:00	6th Grade Field Trips
57333	PETRA BEDNAR	\$10.00	5/22/2025 0:00	Sixth grade revenue
57334	PINE KNOT LLC	\$160.00	5/22/2025 0:00	Comm / Marketing-Board
57335	SCHMITT MUSIC DULUTH	\$400.00	5/22/2025 0:00	Local Grant Expense-District
57336	CENTURY LINK	\$328.83	5/30/2025 0:00	Comm Srvc-Telephone
57337	COMO OIL AND PROPANE	\$696.42	5/30/2025 0:00	Fuel For Vehicles
57338	COMO OIL AND PROPANE	\$506.04	5/30/2025 0:00	Fuel For Vehicles
57339	ERIK HOLTER	\$22.32	5/30/2025 0:00	Graduation Expense
57340	ISD #0099 ESKO	\$354.32	5/30/2025 0:00	Reimb to MN Dist

57341	NATL INSURANCE SVCS OF WI INC	\$869.01	5/30/2025 0:00	Life Insurance
57342	NORTHEAST SERVICE COOPERATIVE	\$3,021.00	5/30/2025 0:00	Prof & Tech Svcs-ENVIR MGMT
57343	SKUTEVIKS FLORAL	\$145.95	5/30/2025 0:00	Class of 2025 - Expense
57344	TASC	\$62.26	5/30/2025 0:00	Consulting Fees/Serv-Admin
57345	TRISH SWANSON	\$89.98	5/30/2025 0:00	Scholarship - N Gould
57346	UHL / ABE	\$2,066.80	5/30/2025 0:00	Repairs & Maint Serv-MECH SYS
57347	UHL / ABE	\$1,152.00	5/30/2025 0:00	Repairs & Maint Serv-MECH SYS
57348	WALMART / CAPITAL ONE	\$235.02	5/30/2025 0:00	Supplies
	<b>Total</b>	<b>\$144,122.59</b>		



# Wrenshall Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

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June 9, 2025

## Consent Agenda

- *Any Director may request to remove any item from this consent agenda and place it on the regular meeting agenda for individual consideration.*

### Appointments:

1. Catelyn Calverly, summer Wren's Club adult childcare aide up to 20 hours per week @ \$15.50 per hour, effective June 4, 2025.
2. Brody Anderson, Grade 5 temporary summer custodian up to 40 hours per week effective May 27, 2025.
3. Kaitlyn Deyo, secondary math teacher, B.A., Step 1, effective August 26, 2025.
4. Delaney Knudson, elementary special education teacher, B.A., Step 5, effective August 25, 2025.

### At-Will Agreements:

1. Kevin Kot, American Indian Cultural Liaison, 30 hours per week during the school year at \$24 per hour, plus benefits specific to the agreement, effective July 1, 2025.

**Resignations:** Julie Adkins, assistant cook, effective June 2, 2025.



June  
Community Education Report  
06/09/2025

School Readiness - Preschool 3-5 year olds

- End of the year picnic
  - All families participated
  - Hatchling: had a snack, open play and awards/art
  - Little Wrens: had lunch, open play and awards/art
    - Both were held at the Deer Park and the weather was amazing
- Parent aware approval (pending curriculum purchase)
- Little Wrens 2025-26 (Monday/Wednesday/Friday 8:30-3:00 PM)
  - 16 students
- Hatchling 2025-26 (Tuesday/Thursday 8:30 - 12:30 PM)
  - 11 Students
- Wrap around 2025-26 (Tuesday/Thursday 12:30-3:00 PM)
  - 6 students

Before/After school Wrens Club child care Fall/Spring 2025-26

- Before school (Every day 6:30-8:00 am) - 12 students
- After school (Every day 3:05 - 5:30 pm) - 13 students
- We would love to have some student workers (spread the word)

ECFE

- ECFE open house/celebration May 19th
  - We served over 10 families this Spring!
- Fall Program September-November 2025
  - Watch for details soon

CEAC

- Last Meeting/Celebration May 14th 2025
- Recap on programs & next years goals

Summer Wrens Club Child Care

- Officially kicked off Tuesday June 3rd
- Moved into our one "housed" location in the building
- All programs will run out of the old preschool room
  - Before/after school child care, preschool, wrap around and ECFE
- Yearly DHS visit Tuesday June 10th



### Garage Sales - Friday & Saturday

- 12 garage sale participants

### Reports, Grants & Fundraising

- Wetherby (Did not receive)
- Irving Community (received \$1000 last month)
- ECFE Annual Report
- ECFE Participant Questionnaire
- MDE Grant/Funding application

### Fall Programs/Ideas

- After school enrichment
  - Active adventures (gym club)
  - Fishing club (Ms. Kelli)
  - Environmental Club
- Youth enrichment
  - Leadership program (service project) 3rd - 12th grade  
Fall 2025 (CEAC Members volunteering)
- Fun Days for child care
  - Early dismissal/Teacher in-service days
- Family nights partnering with PIE
- Birthday Parties

### Facilities

- School documents & scheduling with rSchools
- Profile/user that can put scheduling on website

### Marketing

- Facebook
- Images
- Fall book before open house
  - All fall programming to hand out (all at once)



## **American Indian Education Aid Application**

School Year (SY) 2025-26 | Fiscal Year (FY) 2026

## American Indian Education Aid

The American Indian Education Aid (AIEA) program is administered by the Minnesota Department of Education (MDE) and provides per-pupil funding to districts, charter schools, cooperatives, and Tribally controlled schools that report a state American Indian student count of 20 or more on the October 1 MARSS (Minnesota Automated Reporting Student System) reporting deadline. Twenty American Indian students generate a base award of \$40,000, and each American Indian student beyond that generates an additional \$500.

Districts, charter schools, and Tribally controlled schools that meet the 20-student threshold are eligible to receive AIEA. The [Preliminary SY2025-26 American Indian Education Aid Program Eligibility](#) document is posted on our website which includes the state American Indian student count along with the maximum aid award that those students generate. Please check with your Minnesota Automated Reporting Student System (MARSS) coordinator if you have questions on your state American Indian student count.

Please carefully review the American Indian Education Aid Program Guidance document located on the [American Indian Education Aid](#) webpage prior to completing this application. This document provides in-depth information about American Indian student counts, aid awards, aid distribution, and expenditures, as it will help to inform staff and American Indian Parent Advisory Committees (AIPACs) to collaborate on the required application narratives and budget.

## The Application Overview

This application is comprised of three required sections. Incomplete applications will be returned for revision completion before a full review can take place. Do not modify this form in any way except to add text directly into the areas designated for narrative text or to fill a check box. Documents must be received at MDE in Portable Document Format (PDF) format.

### Section 1: Applicant Information

This section asks for pertinent information including the name and number of the district, charter school, cooperative, or Tribally controlled school, the name and contact information for applicable staff, and the name and contact information for the AIPAC chairperson.

### Section 2: The Program Plan

This section affords applicants with the opportunity to provide a thorough narrative on the operations and goals of the American Indian Education program within the district, charter, cooperative, or Tribally controlled school. Program plans should provide information on what is being provided to American Indian students above and beyond what the district does for all students in the school or district. This section is governed by six areas of focus found within [Minnesota Statutes 2024, section 124D.74, subdivision 1](#):

1. Support postsecondary preparation for American Indian pupils;
2. Support the academic achievement of American Indian pupils ;

3. Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils;
4. Provide positive reinforcement of the self-image of American Indian pupils;
5. Develop intercultural awareness among pupils, parents, and staff; and,
6. Supplement (not supplant) state and federal educational and co-curricular programs.

The six areas of focus must contain the details of the program(s) that are to be implemented. The bulk of the budget may not be funneled into just one of the areas of focus. There must be a balance between academic and cultural pursuits. The program details must align to [Minnesota Statutes 2024, section 124D.81, subdivision 2](#), and must specifically address each of the following:

- a. Identify the measures that will be used to meet the requirements of [Minnesota Statutes 2024, sections 124D.71-82](#).
- b. Identify the activities, methods and programs that will be implemented to meet the educational needs of American Indian students;
- c. Describe the district goals and objectives, and how those objectives will be achieved;
- d. Demonstrate that required and elective courses as structured do not have a discriminatory effect within the meaning of [Minnesota Statutes 2024, section 124D.74, subdivision 5](#); and
- e. Describe how the program will be organized, staffed, coordinated, and monitored; and,
- f. Program expenditures under [Minnesota Statutes 2024, sections 124D.71-82](#) (see required supplements below).

## SMART Goals

Using SMART goals in education helps students, teachers, and administrators set clear, structured, and achievable objectives. Goals provide clarity and focus to eliminate ambiguity and make clear what needs to be achieved and how to get there. SMART Goals are essential to your plan and should be created and implemented using measurable data points. The SMART Goal framework clarifies goals and how those goals will be achieved. SMART goals identify areas to be strengthened for American Indian students and create specific goals that can be measured to positively impact American Indian student outcomes.

## American Indian Education Aid (AIEA) Program Plan Evaluation Rubric

Office of American Indian Education will also use this rubric to provide feedback, request clarification, or ask for improvements on the application. This document is located on the [American Indian Education Aid](#) webpage.

## Section 3: The Certification Statement

This section is a signed declaration, affirming that all parties have reviewed the Office of American Indian Education's resources pertaining to AIEA. The certification confirms that the program plan was created collaboratively and in full consultation with the AIPAC, and the AIPAC is afforded the opportunity to make suggestions, review data, and collaborate with staff on the goals, initiatives, and expenditures outlined within the application narrative. Lastly, the certification statement confirms that the district or school is aware of statutory obligations for American Indian students in Minnesota. It requires the hand-written signatures of the superintendent or charter/tribal school director, the primary American Indian Education staff person, and the AIPAC chair.

Through the 2023 Minnesota Legislative Session, any district, charter school, cooperative, or Tribally controlled school that has 100 or more state-identified American Indian students must have a dedicated American Indian Education coordinator and provide American Indian culture and language classes to all American Indian students eligible for American Indian Education Aid programming. If this is applicable to your district, charter school, cooperative, or Tribally controlled school, please ensure it is filled out completely. For any additional questions, please email [American Indian Education Aid](mailto:mde.aiea@state.mn.us) (mde.aiea@state.mn.us).

## Required Documents

In addition to this application, participants are required to fill out and submit a budget worksheet and an AIPAC roster. Both items are available as downloads on the [American Indian Education Aid](#) webpage.

Applications submitted without all these required items will be returned for re-submission with the required documents and signatures. Reviews of plans will be conducted only when all required documents are submitted.

### The Program Budget Worksheet

The budget worksheet is a downloadable excel workbook that must accompany the AIEA application at the time of submission, and it must align to the AIEA award estimate. It is formatted for ease of use. Budget worksheets must detail the projected expenditures that will support the activities and initiatives outlined within the program plan narrative, and it supports adherence to item “f” above.

Applicants that propose using 50% or more of AIEA on staff salaries must also fill out the Budget Supplement tab with funding amounts that directly and specifically support American Indian students. See the salaries section of the American Indian Education Aid Program Guidance document for more information.

### The AIPAC Roster

The AIPAC roster is a downloadable supplement that must accompany the AIEA application at the time of submission. Parents of American Indian students eligible for this program should comprise 50% or more of the parent committee.

## The Application Deadline

In order to afford district and school participants more flexibility to collaborate with their AIPACs and write their program plans, the American Indian Education Aid Program plans will be due annually on June 1 for the following school year. Plans will be reviewed and approved over the summer months to provide for the cultural and academic needs of American Indian students programming at the very beginning of each school year.

## Submit

Submit your completed application, your budget worksheet, and your AIPAC roster to [American Indian Education Aid](#) (mde.aiea@state.mn.us).

## **Applicant Information**

### **District, Charter, or Tribally controlled School Information**

District/Charter/Tribally Controlled School Name: \_\_\_\_\_

District/Charter/Tribally Controlled Number: \_\_\_\_\_

### **Superintendent, Charter School, or Tribally Controlled School Director**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

### **American Indian Education Staff**

Primary Staff Name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Secondary Staff Name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

### **American Indian Parent Advisory Committee Chairperson**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

# The SY2025-26 American Indian Education Program Plan

## Area 1: Support Postsecondary Preparation for American Indian Pupils

Provide a program narrative for how the district will support postsecondary preparation for American Indian pupils. This narrative must address items a–e.

- a. Identify the measures that will be used to meet the requirements of Minnesota Statutes 2024, sections 124D.71-82;
- b. Identify the activities, methods and programs that will be implemented to meet the educational needs of American Indian students;
- c. Describe the district goals and objectives, and how those objectives will be achieved;
- d. Demonstrate that courses do not have a discriminatory effect within the meaning of Minnesota Statutes 2024, section 124D.74, subdivision 5; and,
- e. Describe how the program will be organized, staffed, coordinated and monitored.

### **Narrative:**

## **Area 2: Support the Academic Achievement of American Indian Pupils**

Provide a program narrative for how the district will support the academic achievement of American Indian students. This narrative must address items a–e.

- a. Identify the measures that will be used to meet the requirements of Minnesota Statutes 2024, sections 124D.71-82;
- b. Identify the activities, methods and programs that will be implemented to meet the educational needs of American Indian students;
- c. Describe the district goals and objectives, and how those objectives will be achieved;
- d. Demonstrate that courses do not have a discriminatory effect within the meaning of Minnesota Statutes 2024, section 124D.74, subdivision 5; and,
- e. Describe how the program will be organized, staffed, coordinated and monitored.

### **Narrative:**

### **Area 3: Make Curriculum Relevant to the Needs, Interests, and Cultural Heritage of American Indian Pupils**

Provide a program narrative for making curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils. This narrative must address items a–e.

- a. Identify the measures that will be used to meet the requirements of Minnesota Statutes 2024, sections 124D.71-82;
- b. Identify the activities, methods and programs that will be implemented to meet the educational needs of American Indian students;
- c. Describe the district goals and objectives, and how those objectives will be achieved;
- d. Demonstrate that courses do not have a discriminatory effect within the meaning of Minnesota Statutes 2024, section 124D.74, subdivision 5; and,
- e. Describe how the program will be organized, staffed, coordinated and monitored.

#### **Narrative:**

## **Area 4: Provide Positive Reinforcement of the Self-Image of American Indian Pupils**

Provide a program narrative for how the district will provide positive reinforcement of the self-image of American Indian pupils. This narrative must address items a-e.

- a. Identify the measures that will be used to meet the requirements of Minnesota Statutes 2024, sections 124D.71-82
- b. Identify the activities, methods and programs that will be implemented to meet the educational needs of American Indian students;
- c. Describe the district goals and objectives, and how those objectives will be achieved;
- d. Demonstrate that courses do not have a discriminatory effect within the meaning of Minnesota Statutes 2024, section 124D.74, subdivision 5; and,
- e. Describe how the program will be organized, staffed, coordinated and monitored.

### **Narrative:**

## **Area 5: Develop Intercultural Awareness Among Pupils, Parents, and Staff**

Please provide a program narrative explaining how the district will develop intercultural awareness among pupils, parents, and staff. This narrative must address items a–e.

- a. Identify the measures that will be used to meet the requirements of Minnesota Statutes 2024, sections 124D.71-82;
- b. Identify the activities, methods and programs that will be implemented to meet the educational needs of American Indian students;
- c. Describe the district goals and objectives, and how those objectives will be achieved;
- d. Demonstrate that courses do not have a discriminatory effect within the meaning of Minnesota Statutes 2024, section 124D.74, subdivision 5; and,
- e. Describe how the program will be organized, staffed, coordinated and monitored.

### **Narrative:**

## **Area 6: Supplement (Not Supplant) State and Federal Educational and Co-curricular Programs**

Please provide a program narrative for how the initiatives outlined in program areas 1–5 will supplement (not supplant) state and federal educational and co-curricular programs, specific to American Indian students.

### **Narrative:**

## The Certification Statement

By physically signing below, you hereby certify that the American Indian Education Aid application components have been developed in **full collaboration with the district, charter school, or Tribally controlled school's American Indian Parent Advisory Committee**, pursuant to [Minnesota Statutes 2024, section 124D.78](#), and you attest that:

- All parties are aware of Minnesota statutes pertaining to American Indian Education Aid as laid forth in the Indian Education Act of 1988.
- All parties have reviewed the Office of American Indian Education's resources and Every Student Succeeds Act (ESSA) indicator data pertaining to American Indian Education Aid, and,
- All goals, narratives, and budgets were discussed in detail and agreed upon by all parties, and,
- All programming initiatives supplement, and do not supplant any state or federal educational or co-curricular programs.

## AIPAC Must Indicate

- We have received our district/school Every Student Succeeds Act (ESSA) indicator data to assist in making data-driven decisions.
- We confirm this program plan clearly provides programming for state identified American Indian students only.

## District Must Indicate

*Any district or participating school that conducts American Indian education programs pursuant to [Minnesota Statutes 2024, sections 124D.71-82](#) with 100 or more state-identified American Indian students are to have a coordinator dedicated to State Indian Education programming.*

[Minnesota Statutes 2024, section 124D.76, Dedicated American Indian Education Coordinator](#)

- No, we do not have 100 or more state identified American Indian students
- Yes, we have 100 or more state identified American Indian students.
  - We have a dedicated American Indian Education Coordinator
  - We do not have a dedicated American Indian Education Coordinator

[Minnesota Statutes 2024, section 124D.74, subdivision 7, American Indian culture and language classes](#) if: (1) at least five percent of students are American Indian students; or (2) 100 or more students are American Indian students.

- Yes, we provide American Indian culture and language classes for all American Indian students eligible for American Indian Education Aid.
- No, we do not have at least five percent; or 100 or more American Indian students.

**Signatures:**

Superintendent or Charter/Tribally Controlled School Director: \_\_\_\_\_

Director of American Indian Education: Kevin Kot

American Indian Parent Advisory Committee Chair: Carol Kot

## 2025 - 2026 School Year

Updated 6/5/2025

Grade	Projection	Target	Variance	Waitlist	Inquiries
K	20	20	0		1
1	29	23	+6		
2	23	23	0		1
3	29	25	+4		2
4	22	25	-3		
5	28	25	+3		1
6	23	25	-2		
7	27	28	-1		2
8	25	28	-3		
9	31	30*			1
10	20	30*			
11	28	30*			
12	27	30*			
<b>TOTAL</b>	<b>332</b>				<b>8</b>



# AIA® Document C132® – 2019

## Standard Form of Agreement Between Owner and Construction Manager as Adviser

**AGREEMENT** made as of the 5th day of June, in the year 2025  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*

Wrenshall School District  
ISD #100  
207 Pioneer Drive  
Wrenshall, MN 55797

and ICS Consulting, LLC ("ICS"), the Construction Manager:  
*(Name, legal status, address, and other information)*

ICS Consulting, LLC  
1331 Tyler Street N.E., Suite 101  
Minneapolis, MN 55413

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

*(Paragraphs deleted)* 2026 Referendum Project for Carlton and Wrenshall Public Schools

The Owner and ICS agree as follows.

### ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. All references to "Construction Manager" shall mean ICS and its consultants. The term "Architect" shall mean the architectural firm serving as a consultant to ICS for the Project.

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

§ 1.1.1 The Owner's program for the Project:

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

Carlton and Wrenshall School Improvements, and any other projects determined by Pre-referendum planning.

§ 1.1.2 The Project's physical characteristics:

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

Carlton and Wrenshall School Improvements, and any other projects determined by Pre-referendum planning.

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

As determined by Pre-referendum planning, and contingent upon a successful referendum vote.

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

.1 Design phase milestone dates, if any:

Pre-referendum Planning - June 2025 - April 2026

Referendum Vote: April 2026

Design: May 2026 through Fall 2026

.2 Bid Procurement date:

TBD

.3 Construction Completion date or dates:

TBD

.4 Other milestone dates:

TBD

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

To be determined on a project-by-project basis once the project is defined

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

N/A

(Paragraphs deleted)

§ 1.1.7 Intentionally omitted as it is not applicable

§ 1.1.7.1 Intentionally omitted as it is not applicable

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

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

Mary Carlson, Board Chair  
Wrenshall School District  
ISD #100  
207 Pioneer Drive  
Wrenshall, MN 55797

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§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

*(Paragraph deleted)*

The Owner's representative identified in Article 1.1.9 shall obtain any necessary approvals of the Owner's School Board to the extent specifically required by law. ICS and Owner will develop a protocol to ensure that any expenditure or other item that must be approved by the School Board under Minnesota law is promptly presented to the School Board for approval without causing unnecessary or avoidable delays. Owner will be responsible for ensuring that any legally required School Board approvals are obtained.

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

*(List name, legal status, address, and other contact information.)*

.1 Civil Engineer:

Widseth  
704 E. Howard St.  
Hibbing, MN 55746  
(218) 263-6868

.2 Landscape Architect:

Widseth  
704 E. Howard St.  
Hibbing, MN 55746  
(218) 263-6868

.3 Structural Engineer:

Widseth  
704 E. Howard St.  
Hibbing, MN 55746  
(218) 263-6868

.4 Architect:

Widseth  
704 E. Howard St.  
Hibbing, MN 55746  
(218) 263-6868

.5 Mechanical Engineer:

Widseth  
704 E. Howard St.  
Hibbing, MN 55746  
(218) 263-6868

.6 Electrical Engineer:

Widseth  
704 E. Howard St.

Hibbing, MN 55746  
(218) 263-6868

.7 Separate Contractors, as defined in Section 1.4:

TBD

.8 Other, if any:  
*(List any other consultants retained by the Owner.)*

TBD

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:  
*(List name, address, and other contact information.)*

Nathan Norton, Project Executive  
ICS  
525 South Lake Avenue, Suite 222  
Duluth, MN 55802

§ 1.1.13 Intentionally omitted as it is not applicable

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:  
*(List name, legal status, address, and other contact information of any consultants.)*

N/A

§ 1.1.15 Intentionally omitted as it is not applicable

§ 1.1.16 Other Initial Information on which this Agreement is based:

N/A

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

§ 1.3 The parties shall develop protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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

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entities who perform construction under separate contracts with the Owner not administered by the Construction Manager.

**ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by skilled and experienced construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. The Construction Manager shall use reasonable efforts to complete its duties in a timely manner. The Construction Manager shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement.

§ 2.3 Intentionally omitted as it is not applicable

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

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement as will protect ICS from all claims which may arise from ICS's performance of its services under this Agreement. Prior to commencing the work, ICS shall provide a certificate of insurance to the Owner showing its insurance coverages and ICS shall maintain such insurance in full force and effect at all times until the Work has been completed. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.1.

COVERAGES	LIMITS OF LIABILITY
Workers' Compensation, including Employer's Liability Insurance	Statutory
Comprehensive General Bodily Injury Liability Insurance, including Contractual	\$1,000,000
Comprehensive General Property Damage Liability Insurance, including Contractual	\$1,000,000 Per Claim \$2,000,000 Aggregate
Comprehensive Automobile Injury Liability Insurance	\$500,000 Per Claim \$500,000 Aggregate
Comprehensive Automobile Property Damage Liability Insurance	\$500,000
Professional Liability Insurance	\$5,000,000 Per Claim

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	\$5,000,000 Aggregate
Umbrella Liability Coverage	\$5,000,000

§ 2.8.1 - § 2.8.5 Intentionally omitted as they are not applicable

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions.

§ 2.8.7 Intentionally omitted as it is not applicable

§ 2.9 Intentionally omitted as it is not applicable

§ 2.10

*(Paragraphs deleted)*

Intentionally omitted as it is not applicable

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

**ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES**

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the information over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule for the Owner's acceptance. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction

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Manager shall also provide recommendations to the Owner, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

**§ 3.2.8** The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner, and coordinate resolution, as necessary, of any such impacts.

**§ 3.2.9** As the preparation of the Schematic Design, Design Development and Construction Documents progresses, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner and the Construction Manager, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Owner's approval. The Construction Manager shall inform the Owner in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.2.10** As the preparation of the Schematic Design, Design Development and Construction Documents progresses, the Construction Manager shall consult with the Owner and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

**§ 3.2.11** The Construction Manager shall provide recommendations and information to the Owner regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

**§ 3.2.12** The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

**§ 3.2.13** The Construction Manager shall coordinate the division of the Project into individual contracts for the construction of various categories of Work. Because multiple contracts are to be awarded where possible, the Construction Manager shall review the Drawings and Specifications and prepare scopes of Work to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction. The Construction Manager shall keep the Owner apprised of Construction Manager proposed Work scopes prior to finalizing the divisions of Work with the Prime Contractors.

**§ 3.2.14** The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

**§ 3.2.15** The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

**§ 3.2.16** The Construction Manager shall determine the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to assist in minimizing the adverse effects of labor shortages.

**§ 3.2.17** The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

**§ 3.2.18** Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules in accordance with applicable law. The Construction Manager shall assist the Owner with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents and shall assist the Owner with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Owner's approval.

§ 3.2.21 The Construction Manager shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

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

### § 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall assist the Owner in coordinating all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

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

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site

inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum. The certification of an application for payment shall constitute the Construction Manager's representation to the Owner that the Construction Manager has reported to the Owner all defects in the Work or deviations from the Contract Documents that have been observed by or reported to the Construction Manager.

**§ 3.3.13** The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

**§ 3.3.14** The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

**§ 3.3.15** The Construction Manager shall advise and consult with the Owner during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 3.3.16** The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

**§ 3.3.17** The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

**§ 3.3.18** The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

**§ 3.3.19** Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its updates:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be unreasonably withheld.

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

§ 3.3.31 To the extent not addressed in the foregoing, the following shall be included as Basic Services by the Construction Manager. To the extent these address the same item described in the foregoing provisions, the duties will be read in combination. If they cannot be read consistently, the more specific provision will prevail. If an ambiguity or inconsistency remains, the following provisions shall prevail. Construction Manager shall:

1. Interact with the Owner and Architect during the course of the design process to provide advice regarding constructability, value engineering, and evaluation of design options.
2. Provide periodic updates of detailed construction estimate as design progresses to the Owner and Architect.
3. Develop construction phasing schedule and detailed construction schedule.
4. Determine the bid package organization for the Project.
5. Prepare a detailed scope of Work document to clarify the Work required for each individual bid package.
6. Perform final review of and assemble all the necessary bid package documents. Make bid packages available for bidders.
7. Handle pre-bid conferences, questions, site visits, etc. during the bid process.
8. Assist Owner in bid opening process and bid evaluation. Construction Manager shall review bids and make recommendations to the Owner. The Owner, in its discretion, may accept or reject any or all bids.
9. Manage, coordinate and oversee all construction activity and construction scheduling.

10. Administrate the Project Contracts, including the review and certification of all Applications for Payment.
11. Have a qualified Project Superintendent present on job site during all construction activity.
12. Collect and compile maintenance and operation manuals and information sheets for all as-installed equipment and fixtures.
13. Provide written status reports to Owner and Architect on a mutually agreed schedule.
14. Interact and meet frequently with Owner and Architect representatives during both pre-construction and construction phases.
15. Attend meetings to assist Owner, if requested by Owner.
16. Manage, coordinate, apply for, and arrange for Owner to purchase all applicable construction permitting except any permits which the contractors are required to obtain directly.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager’s responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.3. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility <i>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	Architect
§ 4.1.1.2 Tenant-related services	Not Provided
§ 4.1.1.3 Commissioning	Owner
§ 4.1.1.4 Development of a commissioning plan	Owner
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	ICS
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	ICS
§ 4.1.1.8 Assistance with site selection	ICS
§ 4.1.1.9 Assistance with selection of the Architect	Not Provided
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	ICS
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Not Provided
§ 4.1.1.14 Stakeholder relationships management	Not Provided
§ 4.1.1.15 Owner moving coordination	Not Provided
§ 4.1.1.16 Coordination of Owner’s Separate Contractors	Owner
§ 4.1.1.17 Other Supplemental Services	ICS

**§ 4.1.2 Description of Supplemental Services**

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

*(Describe in detail the Construction Manager’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

TBD

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

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

TBD

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.3.

#### § 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

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

- .1 Initial Decision Maker services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed as identified in the review and comment submission to the Minnesota Department of Education, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provide a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. In no event shall the Owner's representative have authority to agree to any adjustments in the Contract Sum or Contract Time. All adjustments to the Contract Sum or Contract Time require approval by the Owner's Board unless the Board expressly delegates in writing to the representative, defined authority to approve specified sums or times. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

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

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

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

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

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

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents.

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

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

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

## ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

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

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

**§ 6.5** If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

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

**§ 6.6** If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

The Owner and the Construction Manager agree that the work product the Construction Manager creates during its performance of this Agreement is proprietary information and may be copyrighted by the Construction Manager. The Owner shall not sell, share, or distribute the Construction Manager's work product to any party, individual or entity. The Owner has no right or title to the work product and shall not use the work product for any purpose other than those purposes directly benefitting the Project. The Construction Manager has the right to use, reproduce, and to make derivative works from documents and other data generated or collected during the performance of its services. If the Construction Manager seeks to use information collected during its performance of this Contract that is specific to the Owner and that is classified as public, or private, or confidential information under the Minnesota Government Data Practices Act (MGPDA), the consent of the Owner and, as to private or confidential data, the consent of the subject of the data shall be required to use such information, and the Owner or the subject of the data may elect not to provide consent to the Construction Manager. The Owner is entitled to keep electronic and hard copies of the Construction Manager's work product, including plans, specifications, and construction documents, created pursuant to the Agreement Contract. The Owner may, after receiving the Construction Manager's written approval, provide such documents to other professional service providers the Owner may retain after the Construction Manager's services under this Agreement are completed to assist with the construction, repair, maintenance, and preservation of its properties.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

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

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

**§ 8.1.3** The Construction Manager shall indemnify, defend and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the

negligent, intentional or otherwise wrongful acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. The Construction Manager agrees, that in order to protect itself and the Owner under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances required by this Agreement. Nothing in this Agreement shall be construed to waive any immunities of limitations to which Owner is entitled under Minnesota Statute, Chapter 466 or otherwise.

**§ 8.1.3.1** To the extent permitted by law, the Owner shall indemnify, defend and hold the Construction Manager and the Construction Manager's officers and employees harmless from and against damages, losses and judgements arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent, intentional or otherwise wrongful acts or omissions of the Owner and its employees, consultants or contractors in the performance of the Owner's obligations under this Agreement. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. The Owner agrees, that in order to protect itself and the Construction Manager under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurance required in this Agreement. Nothing in this Agreement shall be construed to waive any immunities or limitations to which Owner is entitled under Minnesota Statute, Chapter 466 or otherwise.

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

## **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. The parties agree that mediation through a private mediator shall be held within six (6) months after notice of the claim, dispute or other matter in question is provided to the other party, or within thirty (30) days before the hearing date for any dispositive motion, whichever is earlier, The parties shall mutually select the mediator within seven (7) days of the delivery of a mediation demand to the other party to this Agreement, or if the parties do not agree the mediator shall be appointed by the district court in the jurisdiction where the Project is located.

**§ 8.2.2** Intentionally omitted as it is not applicable

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

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

*(Check the appropriate box.)*

Litigation in a court of competent jurisdiction  
*(Paragraphs deleted)*

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

**§ 8.3** Intentionally omitted as it is not applicable

*(Paragraphs deleted)*

**§ 8.4** Intentionally omitted as it is not applicable

## ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement through no fault of ICS, or pursuant to Section 9.1, 9.3, or 9.4, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.1, 9.3 or 9.4, the Owner Shall pay to the Construction Manager the following termination fee:  
(Paragraph deleted)  
Termination Fee: 25% of total unbilled fees.

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

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

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

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

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

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

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

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

§ 10.10 The Construction Manager and the Owner each acknowledge that they have reviewed and familiarized themselves with this Agreement and all attachments, that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect, and that the Construction Manager and Owner agree to be bound by the terms and conditions contained therein.

§ 10.11 The Construction Manager and the Owner specifically understand and agree that at all times pertinent to this Agreement the Construction Manager and its consultants shall be independent professionals and shall not be considered employees of the Owner.

§ 10.12 This Agreement can only be amended or modified by a writing signed by authorized representatives of the Owner and the Construction Manager.

**§ 10.13 Notice Pursuant to Minnesota Statutes, Section 16C.05, subd. 5,**

The books, records, documents, and accounting procedures and practices of the Construction Manager that are relevant to the Contract are subject to examination by the Owner and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. If the Owner requests that the state auditor examine the books, records, documents, and accounting procedures and practices of the Construction Manager, the Owner shall be liable for the cost of the examination.

**§ 10.14 Notice Pursuant to Minnesota Statutes, Section 181.59.**

The Owner and Construction Manager agree that the contractual agreement(s) between the Owner and any Contractor performing work on a Project pursuant to this Contract shall contain provisions by which the Contractor agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) That a violation of this section is a misdemeanor; and
- (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**§ 10.15 Notice Pursuant to Minnesota Statute 13.05, subd. 11:**

- (a) If a government entity enters into a contract with a private person to perform any of its functions, all of the data created, collected, received, stored, used, maintained, or disseminated by the private person in performing those functions is subject to the requirements of this chapter and the private person must comply with those requirements as if it were a government entity. All contracts entered into by a government entity must include a notice that the requirements of this subdivision apply to the contract. Failure to include the notice in the contract does not invalidate the application of this subdivision. The remedies in section 13.08 apply to the private person under this subdivision.
- (b) This subdivision does not create a duty on the part of the private access to public data to the public if the public data are available from the government entity, except as required by the terms of the contract.

**§ 10.16 No Waiver.** Unless otherwise specified in the Agreement, any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

**ARTICLE 11 COMPENSATION**

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

Compensation for Pre Referendum Phase Services shall be a sum of Ten Thousand Dollars and 00/100 (\$10,000). Upon a successful Referendum, a fee of One and One-Half Percent (1.5%) of Referendum total shall be compensated for referendum services. Should the Referendum Phase exceed the periods indicated in Section 1.1.4 above by 8 months, the Construction Manager's time shall be billed at the hourly rates set forth in Section 11.5

§ 11.1.1 Compensation for Pre Construction Services in Section 3.2 Shall be:  
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Refer to the table shown in Section 11.1.2 for combined Pre-Construction and Construction phase services.

§ 11.1.2 For Construction Phase Services in Section 3.3 refer to fee table below. An amendment establishing fee will be made to this agreement once scope is determined by the Pre Referendum process.  
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Description	Combined Pre-Construction and Construction Phases
Heavy Renovation/Remodeling	2.50% - 3.80%
Light Renovation/Remodeling	2.50% - 3.50 %
Additions	2.50% - 3.50 %
New Construction	1.50% - 3.00 %

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

If additional services are required by the Owner, the Construction Manager and Owner are to negotiate additional terms.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.1 and 4.2, the Owner shall compensate ICS as follows:  
(Paragraph deleted)  
The amount invoiced to ICS plus 10%

§ 11.4 Compensation for Supplemental and Additional Services of ICS’s consultants when not included in Section 11.3, shall be the amount invoiced to  
(Paragraphs deleted)  
ICS plus ten percent (10%).

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

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

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

§ 11.6.1  
(Paragraphs deleted)

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

§ 11.6.2 Intentionally omitted as it is not applicable

§ 11.7 The 2025 hourly billing rates for services of ICS and ICS's consultants are set forth below. The rates shall be adjusted in accordance with ICS's and ICS's consultants' normal review practices on an annual basis.

<b>Personnel Description</b>	<b>Rate / Hour</b>
Construction Executive	\$185.00
Project Director	\$155.00
Safety Director	\$140.00
Senior Project Manager	\$145.00
Project Manager	\$135.00
General Superintendent	\$145.00
Site Superintendent	\$130.00
Project Engineer	\$100.00
Clerical / Accounting	\$75.00

<b>Flat Rates for Reimbursable Items</b>	<b>Rate Monthly / Weekly</b>
Site Trailer	\$1,650.00 per month
Office Supplies / Equipment	\$300.00 per month
Phones / Internet / Technology	\$550.00 per month
Superintendent Truck	\$1,400.00 per month
Project Construction Mileage	\$1,000.00 per month
Safety Supplies and Signage	\$350.00 per month
Pre-Construction Mileage	\$250.00 per month
Superintendent Lodging / Meals	\$1,000.00 per week

**§ 11.8 Compensation for Reimbursable Expenses**

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

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .3 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .4 ICS Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by ICS Consultant's;
- .5 All taxes levied on professional services and on reimbursable expenses;
- .6 Professional services of consultants other than architecture, mechanical, electrical, civil and structural.
- .7 All site related services including project manager, site superintendent, general superintendent, project engineer, trailer, office supplies and equipment, etc.;
- .8 Transportation and authorized out-of-town travel and subsistence;
- .9 Long distance services, dedicated data and communication services, teleconferences, Project web sites and extranets;
- .10 Printing, reproduction, plots, standard form documents; and
- .11 Postage, handling and delivery.
- .12 General liability, professional liability, and umbrella liability insurance at a rate of 0.99% of the cost of the Construction Manager's Preconstruction and Construction Phase Services.
- .13 Coordination of warranty work required to be performed by the Contractors after substantial Completion of the Project at a rate of Fifteen-Hundredths percent (0.15%) of the Cost of the Work Defined in Article 6.

*(Paragraph deleted)*

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

*(Paragraphs deleted)*

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§ 11.8.3 General Conditions are in addition to the compensation for ICS professional services under Article 3 and include expenses incurred by ICS and ICS's sub consultants directly related to the Project, as follows:

- .1 All site related contracted services including temporary sanitation, temporary utilities, construction cleaning/waste management, testing, fencing/security, temporary enclosures, snow plowing, temporary roads, winter conditions, etc.

§ 11.8.4 For General Conditions, the compensation shall be out of pocket expenses incurred by ICS and ICS's consultants plus an administrative fee of ten percent (10%) of the expenses incurred.

#### § 11.9 ICS's Insurance

If the types and limits of coverage required in Section 2.8 are in addition to the types and limits ICS normally maintains, the Owner shall pay ICS for the additional costs incurred by ICS for the additional coverages as set forth below:

N/A

#### § 11.10 Payments to ICS

##### § 11.10.1 Initial Payments

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

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the ICS's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of ICS.

5 % Five percent

§ 11.10.2.2 The Owner may hold in escrow a disputed Progress Payment, or portion thereof, pending completion of a binding dispute resolution proceeding regarding such disputed payment. This subparagraph 11.10.2.2 shall not otherwise change, alter or limit the rights of ICS under the Claims and Disputes section or other provisions of this Agreement.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Reimbursable and General Conditions expenses will be estimated during Schematic Design, Design Development and Construction Documents phases.

### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

#### Contingency

The Owner shall include "reasonable contingencies" in the budget for the project. The Owner agrees to provide a reasonable construction contingency and further acknowledges that this contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: *(Include other terms and conditions applicable to this Agreement.)*

- .1 to account for coordination issues in the Construction Documents, including errors and omissions
- .2 to modify or change the scope of the project
- .3 to accommodate unknown conditions

### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager  
*(Paragraphs deleted)*  
as Adviser, as amended for the Project.

*(Paragraphs deleted)*  
.2 Exhibit ICS\_2023\_EEO\_AAP\_Letter\_V1

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

\_\_\_\_\_  
**Wrenshall School District, ISD #100** *(Signature)*  
*(Row deleted)*  
Mary Carlson Board Chair  
*(Printed name and title)*

\_\_\_\_\_  
**ICS** *(Signature)*  
Andy Faulkner, President  
*(Printed name and title)*

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# AIA® Document C132® – 2019

## Standard Form of Agreement Between Owner and Construction Manager as Adviser

**AGREEMENT** made as of the 5th day of June, in the year 2025  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*

Carlton School District  
ISD #93  
405 School Avenue  
Carlton, MN 55718

and ICS Consulting, LLC ("ICS"), the Construction Manager:  
*(Name, legal status, address, and other information)*

ICS Consulting, LLC  
1331 Tyler Street N.E., Suite 101  
Minneapolis, MN 55413

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

*(Paragraphs deleted)* 2026 Referendum Project for Carlton and Wrenshall Public Schools

The Owner and ICS agree as follows.

### ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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2	ICS'S RESPONSIBILITIES
3	SCOPE OF ICS'S BASIC SERVICES
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5	OWNER'S RESPONSIBILITIES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. All references to "Construction Manager" shall mean ICS and its consultants. The term "Architect" shall mean the architectural firm serving as a consultant to ICS for the Project.

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

§ 1.1.1 The Owner's program for the Project:

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

Carlton and Wrenshall School Improvements, and any other projects determined by Pre-referendum planning.

§ 1.1.2 The Project's physical characteristics:

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

Carlton and Wrenshall School Improvements, and any other projects determined by Pre-referendum planning.

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

As determined by Pre-referendum planning, and contingent upon a successful referendum vote.

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

.1 Design phase milestone dates, if any:

Pre-referendum Planning - June 2025 - April 2026

Referendum Vote: April 2026

Design: May 2026 through Fall 2026

.2 Bid Procurement date:

TBD

.3 Construction Completion date or dates:

TBD

.4 Other milestone dates:

TBD

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

To be determined on a project-by-project basis once the project is defined

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

N/A

(Paragraphs deleted)

§ 1.1.7 Intentionally omitted as it is not applicable

§ 1.1.7.1 Intentionally omitted as it is not applicable

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

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

Laura Nilsen, Board Chair  
Carlton Public Schools  
ISD #93  
405 School Avenue  
Carlton, MN 55718

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

*(Paragraph deleted)*

The Owner's representative identified in Article 1.1.9 shall obtain any necessary approvals of the Owner's School Board to the extent specifically required by law. ICS and Owner will develop a protocol to ensure that any expenditure or other item that must be approved by the School Board under Minnesota law is promptly presented to the School Board for approval without causing unnecessary or avoidable delays. Owner will be responsible for ensuring that any legally required School Board approvals are obtained.

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

*(List name, legal status, address, and other contact information.)*

.1 Civil Engineer:

Widseth  
704 E. Howard St.  
Hibbing, MN 55746  
(218) 263-6868

.2 Landscape Architect:

Widseth  
704 E. Howard St.  
Hibbing, MN 55746  
(218) 263-6868

.3 Structural Engineer:

Widseth  
704 E. Howard St.  
Hibbing, MN 55746  
(218) 263-6868

.4 Architect:

Widseth  
704 E. Howard St.  
Hibbing, MN 55746  
(218) 263-6868

.5 Mechanical Engineer:

Widseth  
704 E. Howard St.  
Hibbing, MN 55746  
(218) 263-6868

.6 Electrical Engineer:

Widseth  
704 E. Howard St.

Hibbing, MN 55746  
(218) 263-6868

.7 Separate Contractors, as defined in Section 1.4:

TBD

.8 Other, if any:  
*(List any other consultants retained by the Owner.)*

TBD

**§ 1.1.12** The Construction Manager identifies the following representative in accordance with Section 2.5:  
*(List name, address, and other contact information.)*

Nathan Norton, Project Executive  
ICS  
525 South Lake Avenue, Suite 222  
Duluth, MN 55802

**§ 1.1.13** Intentionally omitted as it is not applicable

**§ 1.1.14** The Construction Manager's consultants retained under Basic Services, if any:  
*(List name, legal status, address, and other contact information of any consultants.)*

N/A

**§ 1.1.15** Intentionally omitted as it is not applicable

**§ 1.1.16** Other Initial Information on which this Agreement is based:

N/A

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

**§ 1.3** The parties shall develop protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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

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entities who perform construction under separate contracts with the Owner not administered by the Construction Manager.

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by skilled and experienced construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. The Construction Manager shall use reasonable efforts to complete its duties in a timely manner. The Construction Manager shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement.

§ 2.3 Intentionally omitted as it is not applicable

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

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement as will protect ICS from all claims which may arise from ICS's performance of its services under this Agreement. Prior to commencing the work, ICS shall provide a certificate of insurance to the Owner showing its insurance coverages and ICS shall maintain such insurance in full force and effect at all times until the Work has been completed. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.1.

COVERAGES	LIMITS OF LIABILITY
Workers' Compensation, including Employer's Liability Insurance	Statutory
Comprehensive General Bodily Injury Liability Insurance, including Contractual	\$1,000,000
Comprehensive General Property Damage Liability Insurance, including Contractual	\$1,000,000 Per Claim \$2,000,000 Aggregate
Comprehensive Automobile Injury Liability Insurance	\$500,000 Per Claim \$500,000 Aggregate
Comprehensive Automobile Property Damage Liability Insurance	\$500,000
Professional Liability Insurance	\$5,000,000 Per Claim

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User Notes:

(1147434055)

	\$5,000,000 Aggregate
Umbrella Liability Coverage	\$5,000,000

§ 2.8.1 - § 2.8.5 Intentionally omitted as they are not applicable

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions.

§ 2.8.7 Intentionally omitted as it is not applicable

§ 2.9 Intentionally omitted as it is not applicable

§ 2.10

*(Paragraphs deleted)*

Intentionally omitted as it is not applicable

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

**ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES**

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the information over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule for the Owner's acceptance. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction

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Manager shall also provide recommendations to the Owner, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

**§ 3.2.8** The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner, and coordinate resolution, as necessary, of any such impacts.

**§ 3.2.9** As the preparation of the Schematic Design, Design Development and Construction Documents progresses, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner and the Construction Manager, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Owner's approval. The Construction Manager shall inform the Owner in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.2.10** As the preparation of the Schematic Design, Design Development and Construction Documents progresses, the Construction Manager shall consult with the Owner and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

**§ 3.2.11** The Construction Manager shall provide recommendations and information to the Owner regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

**§ 3.2.12** The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

**§ 3.2.13** The Construction Manager shall coordinate the division of the Project into individual contracts for the construction of various categories of Work. Because multiple contracts are to be awarded where possible, the Construction Manager shall review the Drawings and Specifications and prepare scopes of Work to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction. The Construction Manager shall keep the Owner apprised of Construction Manager proposed Work scopes prior to finalizing the divisions of Work with the Prime Contractors.

**§ 3.2.14** The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

**§ 3.2.15** The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

**§ 3.2.16** The Construction Manager shall determine the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to assist in minimizing the adverse effects of labor shortages.

**§ 3.2.17** The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

**§ 3.2.18** Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules in accordance with applicable law. The Construction Manager shall assist the Owner with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents and shall assist the Owner with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Owner's approval.

§ 3.2.21 The Construction Manager shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

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

### § 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall assist the Owner in coordinating all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

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

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site

inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum. The certification of an application for payment shall constitute the Construction Manager's representation to the Owner that the Construction Manager has reported to the Owner all defects in the Work or deviations from the Contract Documents that have been observed by or reported to the Construction Manager.

**§ 3.3.13** The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

**§ 3.3.14** The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

**§ 3.3.15** The Construction Manager shall advise and consult with the Owner during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 3.3.16** The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

**§ 3.3.17** The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

**§ 3.3.18** The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

**§ 3.3.19** Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its updates:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be unreasonably withheld.

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

§ 3.3.31 To the extent not addressed in the foregoing, the following shall be included as Basic Services by the Construction Manager. To the extent these address the same item described in the foregoing provisions, the duties will be read in combination. If they cannot be read consistently, the more specific provision will prevail. If an ambiguity or inconsistency remains, the following provisions shall prevail. Construction Manager shall:

1. Interact with the Owner and Architect during the course of the design process to provide advice regarding constructability, value engineering, and evaluation of design options.
2. Provide periodic updates of detailed construction estimate as design progresses to the Owner and Architect.
3. Develop construction phasing schedule and detailed construction schedule.
4. Determine the bid package organization for the Project.
5. Prepare a detailed scope of Work document to clarify the Work required for each individual bid package.
6. Perform final review of and assemble all the necessary bid package documents. Make bid packages available for bidders.
7. Handle pre-bid conferences, questions, site visits, etc. during the bid process.
8. Assist Owner in bid opening process and bid evaluation. Construction Manager shall review bids and make recommendations to the Owner. The Owner, in its discretion, may accept or reject any or all bids.
9. Manage, coordinate and oversee all construction activity and construction scheduling.

10. Administrate the Project Contracts, including the review and certification of all Applications for Payment.
11. Have a qualified Project Superintendent present on job site during all construction activity.
12. Collect and compile maintenance and operation manuals and information sheets for all as-installed equipment and fixtures.
13. Provide written status reports to Owner and Architect on a mutually agreed schedule.
14. Interact and meet frequently with Owner and Architect representatives during both pre-construction and construction phases.
15. Attend meetings to assist Owner, if requested by Owner.
16. Manage, coordinate, apply for, and arrange for Owner to purchase all applicable construction permitting except any permits which the contractors are required to obtain directly.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager’s responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.3. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility <i>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	Architect
§ 4.1.1.2 Tenant-related services	Not Provided
§ 4.1.1.3 Commissioning	Owner
§ 4.1.1.4 Development of a commissioning plan	Owner
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	ICS
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	ICS
§ 4.1.1.8 Assistance with site selection	ICS
§ 4.1.1.9 Assistance with selection of the Architect	Not Provided
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	ICS
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Not Provided
§ 4.1.1.14 Stakeholder relationships management	Not Provided
§ 4.1.1.15 Owner moving coordination	Not Provided
§ 4.1.1.16 Coordination of Owner’s Separate Contractors	Owner
§ 4.1.1.17 Other Supplemental Services	ICS

**§ 4.1.2 Description of Supplemental Services**

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

*(Describe in detail the Construction Manager’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

TBD

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

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

TBD

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.3.

#### § 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

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

- .1 Initial Decision Maker services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed as identified in the review and comment submission to the Minnesota Department of Education, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provide a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. In no event shall the Owner's representative have authority to agree to any adjustments in the Contract Sum or Contract Time. All adjustments to the Contract Sum or Contract Time require approval by the Owner's Board unless the Board expressly delegates in writing to the representative, defined authority to approve specified sums or times. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

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

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

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

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

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

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents.

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

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

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

## ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

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

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

**§ 6.5** If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

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

**§ 6.6** If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

The Owner and the Construction Manager agree that the work product the Construction Manager creates during its performance of this Agreement is proprietary information and may be copyrighted by the Construction Manager. The Owner shall not sell, share, or distribute the Construction Manager's work product to any party, individual or entity. The Owner has no right or title to the work product and shall not use the work product for any purpose other than those purposes directly benefitting the Project. The Construction Manager has the right to use, reproduce, and to make derivative works from documents and other data generated or collected during the performance of its services. If the Construction Manager seeks to use information collected during its performance of this Contract that is specific to the Owner and that is classified as public, or private, or confidential information under the Minnesota Government Data Practices Act (MGPDA), the consent of the Owner and, as to private or confidential data, the consent of the subject of the data shall be required to use such information, and the Owner or the subject of the data may elect not to provide consent to the Construction Manager. The Owner is entitled to keep electronic and hard copies of the Construction Manager's work product, including plans, specifications, and construction documents, created pursuant to the Agreement Contract. The Owner may, after receiving the Construction Manager's written approval, provide such documents to other professional service providers the Owner may retain after the Construction Manager's services under this Agreement are completed to assist with the construction, repair, maintenance, and preservation of its properties.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

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

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

**§ 8.1.3** The Construction Manager shall indemnify, defend and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the

negligent, intentional or otherwise wrongful acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. The Construction Manager agrees, that in order to protect itself and the Owner under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances required by this Agreement. Nothing in this Agreement shall be construed to waive any immunities of limitations to which Owner is entitled under Minnesota Statute, Chapter 466 or otherwise.

**§ 8.1.3.1** To the extent permitted by law, the Owner shall indemnify, defend and hold the Construction Manager and the Construction Manager's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent, intentional or otherwise wrongful acts or omissions of the Owner and its employees, consultants or contractors in the performance of the Owner's obligations under this Agreement. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. The Owner agrees, that in order to protect itself and the Construction Manager under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurance required in this Agreement. Nothing in this Agreement shall be construed to waive any immunities or limitations to which Owner is entitled under Minnesota Statute, Chapter 466 or otherwise.

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

## **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. The parties agree that mediation through a private mediator shall be held within six (6) months after notice of the claim, dispute or other matter in question is provided to the other party, or within thirty (30) days before the hearing date for any dispositive motion, whichever is earlier, The parties shall mutually select the mediator within seven (7) days of the delivery of a mediation demand to the other party to this Agreement, or if the parties do not agree the mediator shall be appointed by the district court in the jurisdiction where the Project is located.

**§ 8.2.2** Intentionally omitted as it is not applicable

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

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

*(Check the appropriate box.)*

Litigation in a court of competent jurisdiction  
*(Paragraphs deleted)*

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

**§ 8.3** Intentionally omitted as it is not applicable

*(Paragraphs deleted)*

**§ 8.4** Intentionally omitted as it is not applicable

## ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement through no fault of ICS, or pursuant to Section 9.1, 9.3, or 9.4, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.1, 9.3 or 9.4, the Owner Shall pay to the Construction Manager the following termination fee:  
(Paragraph deleted)  
Termination Fee: 25% of total unbilled fees.

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

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

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

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

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

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

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

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

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

**§ 10.10** The Construction Manager and the Owner each acknowledge that they have reviewed and familiarized themselves with this Agreement and all attachments, that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect, and that the Construction Manager and Owner agree to be bound by the terms and conditions contained therein.

**§ 10.11** The Construction Manager and the Owner specifically understand and agree that at all times pertinent to this Agreement the Construction Manager and its consultants shall be independent professionals and shall not be considered employees of the Owner.

**§ 10.12** This Agreement can only be amended or modified by a writing signed by authorized representatives of the Owner and the Construction Manager.

**§ 10.13 Notice Pursuant to Minnesota Statutes, Section 16C.05, subd. 5,**

The books, records, documents, and accounting procedures and practices of the Construction Manager that are relevant to the Contract are subject to examination by the Owner and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. If the Owner requests that the state auditor examine the books, records, documents, and accounting procedures and practices of the Construction Manager, the Owner shall be liable for the cost of the examination.

**§ 10.14 Notice Pursuant to Minnesota Statutes, Section 181.59.**

The Owner and Construction Manager agree that the contractual agreement(s) between the Owner and any Contractor performing work on a Project pursuant to this Contract shall contain provisions by which the Contractor agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) That a violation of this section is a misdemeanor; and
- (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**§ 10.15 Notice Pursuant to Minnesota Statute 13.05, subd. 11:**

- (a) If a government entity enters into a contract with a private person to perform any of its functions, all of the data created, collected, received, stored, used, maintained, or disseminated by the private person in performing those functions is subject to the requirements of this chapter and the private person must comply with those requirements as if it were a government entity. All contracts entered into by a government entity must include a notice that the requirements of this subdivision apply to the contract. Failure to include the notice in the contract does not invalidate the application of this subdivision. The remedies in section 13.08 apply to the private person under this subdivision.
- (b) This subdivision does not create a duty on the part of the private access to public data to the public if the public data are available from the government entity, except as required by the terms of the contract.

**§ 10.16 No Waiver.** Unless otherwise specified in the Agreement, any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

**ARTICLE 11 COMPENSATION**

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

Compensation for Pre Referendum Phase Services shall be a sum of Ten Thousand Dollars and 00/100 (\$10,000). Upon a successful Referendum, a fee of One and One-Half Percent (1.5%) of Referendum total shall be compensated for referendum services. Should the Referendum Phase exceed the periods indicated in Section 1.1.4 above by 8 months, the Construction Manager's time shall be billed at the hourly rates set forth in Section 11.5.

§ 11.1.1 For Pre-Construction Services in Section 3.2 compensation for services shall be:  
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Refer to the table shown in Section 11.1.2 for combined Pre-Construction and Construction Phase services.

§ 11.1.2 For Construction Phase Services in Section 3.3 refer to the fee table below. An amendment establishing fee will be made to this agreement once scope is determined by the Pre Referendum process.  
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Description	Combined Pre-Construction and Construction Phases
Heavy Renovation/Remodeling	2.50% - 3.80%
Light Renovation/Remodeling	2.50% - 3.50 %
Additions	2.50% - 3.50 %
New Construction	1.50% - 3.00 %

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

If additional services are required by the Owner, the Construction Manager and Owner are to negotiate additional terms.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.1 and 4.2, the Owner shall compensate ICS as follows:  
(Paragraph deleted)  
The amount invoiced to ICS plus 10%

§ 11.4 Compensation for Supplemental and Additional Services of ICS’s consultants when not included in Section 11.3, shall be the amount invoiced to  
(Paragraphs deleted)  
ICS plus ten percent (10%).

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

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

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

§ 11.6.1  
(Paragraphs deleted)

When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.

ICS shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.6.2** Intentionally omitted as it is not applicable

**§ 11.7** The 2025 hourly billing rates for services of ICS and ICS’s consultants are set forth below. The rates shall be adjusted in accordance with ICS’s and ICS’s consultants’ normal review practices on an annual basis.

<b>Personnel Description</b>	<b>Rate / Hour</b>
Construction Executive	\$185.00
Project Director	\$155.00
Safety Director	\$140.00
Senior Project Manager	\$145.00
Project Manager	\$135.00
General Superintendent	\$145.00
Site Superintendent	\$130.00
Project Engineer	\$100.00
Clerical / Accounting	\$75.00

<b>Flat Rates for Reimbursable Items</b>	<b>Rate Monthly / Weekly</b>
Site Trailer	\$1,650.00 per month
Office Supplies / Equipment	\$300.00 per month
Phones / Internet / Technology	\$550.00 per month
Superintendent Truck	\$1,400.00 per month
Project Construction Mileage	\$1,000.00 per month
Safety Supplies and Signage	\$350.00 per month
Pre-Construction Mileage	\$250.00 per month
Superintendent Lodging / Meals	\$1,000.00 per week

**§ 11.8 Compensation for Reimbursable Expenses**

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

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .3 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .4 ICS Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by ICS Consultant’s;
- .5 All taxes levied on professional services and on reimbursable expenses;
- .6 Professional services of consultants other than architecture, mechanical, electrical, civil and structural.
- .7 All site related services including project manager, site superintendent, general superintendent, project engineer, trailer, office supplies and equipment, etc.;
- .8 Transportation and authorized out-of-town travel and subsistence;
- .9 Long distance services, dedicated data and communication services, teleconferences, Project web sites and extranets;
- .10 Printing, reproduction, plots, standard form documents; and
- .11 Postage, handling and delivery.
- .12 General liability, professional liability, and umbrella liability insurance at a rate of 0.99% of the cost of the Construction Manager’s Preconstruction and Construction Phase Services.
- .13 Coordination of warranty work required to be performed by the Contractors after substantial Completion of the Project at a rate of Fifteen-Hundredths percent (0.15%) of the Cost of the Work Defined in Article 6.

*(Paragraph deleted)*

Init.

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

*(Paragraphs deleted)*

§ 11.8.3 General Conditions are in addition to the compensation for ICS professional services under Article 3 and include expenses incurred by ICS and ICS's sub consultants directly related to the Project, as follows:

- .1 All site related contracted services including temporary sanitation, temporary utilities, construction cleaning/waste management, testing, fencing/security, temporary enclosures, snow plowing, temporary roads, winter conditions, etc.

§ 11.8.4 For General Conditions, the compensation shall be out of pocket expenses incurred by ICS and ICS's consultants plus an administrative fee of ten percent (10%) of the expenses incurred.

### § 11.9 ICS's Insurance

If the types and limits of coverage required in Section 2.8 are in addition to the types and limits ICS normally maintains, the Owner shall pay ICS for the additional costs incurred by ICS for the additional coverages as set forth below:

N/A

### § 11.10 Payments to ICS

#### § 11.10.1 Initial Payments

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

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the ICS's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of ICS.

5 % Five percent

§ 11.10.2.2 The Owner may hold in escrow a disputed Progress Payment, or portion thereof, pending completion of a binding dispute resolution proceeding regarding such disputed payment. This subparagraph 11.10.2.2 shall not otherwise change, alter or limit the rights of ICS under the Claims and Disputes section or other provisions of this Agreement.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Reimbursable and General Conditions expenses will be estimated during Schematic Design, Design Development and Construction Documents phases.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

### Contingency

The Owner shall include "reasonable contingencies" in the budget for the project. The Owner agrees to provide a reasonable construction contingency and further acknowledges that this contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes:

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

- .1 to account for coordination issues in the Construction Documents, including errors and omissions
- .2 to modify or change the scope of the project
- .3 to accommodate unknown conditions

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

.1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager  
*(Paragraphs deleted)*  
as Adviser, as amended for the Project.

*(Paragraphs deleted)*

.2 Exhibit ICS\_2023\_EEO\_AAP\_Letter\_V1

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

\_\_\_\_\_  
**Carlton Public Schools, ISD #93** *(Signature)*

*(Row deleted)*

\_\_\_\_\_  
Laura Nilsen, Board Chair  
*(Printed name and title)*

\_\_\_\_\_  
**ICS** *(Signature)*

\_\_\_\_\_  
Andy Faulkner, President  
*(Printed name and title)*

Updated: June 2025



# Wrens Club Child Care Handbook – Summer 2025

207 Pioneer DR Wrenshall MN 55797  
wrensclub@isd100.org

## Welcome to Wrens Club!

Wrenshall Public School in conjunction with Community Education, offers the Wrens Club program which is designed to meet the needs of children of working parents. Our primary purpose is to provide high quality care for children in pre-kindergarten through grade six. Wrens Club offers a fun, safe, caring environment that fosters recreational, social, educational and developmentally appropriate experiences that compliment your child’s school day. Wrens Club is a state certified child care program allowing us to accept CCAP payments for families using assistance.

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## Program Standards

Community Education is part of the Wrenshall School District and all district policies apply to and are followed by Community Education personnel. Wrens Club staffing and program standards are approved by the Wrenshall Public School Board. School policies are determined by the school board. The Board of Education is elected by the people of this district and reflects their will and their authority. The determination of school policies rests solely with the school board. The superintendent and administrators execute these policies. The district reserves the right to change policies and procedures at any time. The Wrens Club staff meet the required qualifications and training and they dedicate themselves to making a positive difference in the lives of children. Wrens Club staff are under the direct guidance of the Wrens Club Coordinator and Community Education Coordinator. The Wrens Club program maintains a 1 staff to 15 children ratio in K-5, and 1-10 ratio for Pre-K as recommended by the Minnesota School Age Child Care Alliance.

## Staff

In accordance with MN State Statute section 123B.03, all staff are required to have a background study done. Certified centers require 6 hours of study in child development and behavior guidance every year. Coordinators must have 16 hours of training.

The Wrens Club staff consists of experienced and well-trained people who care about children. They provide successful experiences, safety, appropriate developmental tasks, and a caring environment. Staff members attend training throughout the year provided by the school district, community education, and other community resources.

Wrens Club staff always appreciates parental input. Please communicate with the staff about daily concerns, family illnesses, or anything that might affect how your child's day might go.

We also encourage parents to share any special skill, activity or occupation with children and staff. We want to model this program around the children and families. Any suggestions or ideas would be welcomed and appreciated.

### **According to MN State Statute 245H.14 our staff are required to be trained in...**

- First aid and Cardiopulmonary resuscitation annually.
- Abusive head trauma.
- Child development.
- Blood borne pathogens.
- We are required to have in service hours each year.

### **Abuse Reporting (Mandatory Reporters):**

According to MN Statute 626.556, a professional or his or her delegate, who is engaged in the practice of... education, who has knowledge or reasonable cause to believe a child is being neglected or physically or sexually abused, shall immediately report the information to the local welfare agency, liaison officer, or the County Sheriff..." An oral report shall be made immediately by telephone or otherwise...and shall be followed within 72 hours, exclusive of weekends or holidays, by a report in writing. For matters occurring within the family unit, concerned school personnel will contact the Children's Service Intake Worker - Carlton County Human Services at 218-879-4583.

Staff must promptly inform a building principal of all reports filed and documentation will be kept on file. Principals, counselors, and the school psychologist are available to assist in the process.

### **Data Privacy:**

All staff must be familiar with the Data Privacy Act. No verbal or written information about a student's school performance should be shared except within the school district for educationally relevant reasons. As a rule of thumb, any data arising out of the education of a student which identifies a student, except for directory information, is private data. Directory information is defined as a student's name, date and place of birth, major fields of study, weight and height of athletic team members, etc. Care should be taken to ensure students cannot overhear private data shared in conferences or telephone calls with staff, students, or parents; care should also be taken so that students do not view other students' grades.

### **Emergency Preparedness**

According to MN State Statute 245H.15 Wrens Club has a written safety plan including...

- Fire related emergencies.
- Weather related emergencies.
- Intruder based emergencies.
- We follow the district's guidelines for fire and lockdown drills.
- In the event of an actual emergency, parents would be notified through the District communication site.

### **Emergency Closing or Dismissal**

If Wrens Club has to close due to severe weather, or other emergency, Wrens club will notify parents, and you will have 1 hour to pick up your child.

## Medications

### According to MN State Statute 245H.13 Health and Safety Requirements...

- Exclusion of sick children and infectious disease outbreak control. We must supervise and isolate a child from other children in the program when a child becomes sick and immediately notify the sick child's parent or legal guardian. We must post or give notice to the parent or legal guardian of an exposed child the same day the program is notified of a child's contagious reportable disease specified in Minnesota Rules, or scabies, impetigo, ringworm, or chicken pox.
- Immunizations. By a child's date of attendance we must maintain or have access to a record detailing the child's current immunizations or applicable exemption.
- Administration of Medicine. We may administer personal prescriptions under the following guidelines:
  - We will not administer the first dose of any medication due to possible reactions.
  - For long-term medications (prescribed for more than two weeks), a written statement from the family physician indicating the need for such medication to be administered during Wrens Club hours must be on file.
  - The medication will be stored in a safe, appropriate place with access restricted to the Wrens Club staff only.
  - Under NO circumstances shall Wrens Club personnel give aspirin, Tylenol, cough medicines, etc. without a physician's prescription and signed parent permission.
  - NO medication should be sent with the child – parents must deliver it personally. The medication must be in the original bottle, properly labeled. The medication cannot be improperly labeled in containers such as plastic bags or envelopes.
  - EPI-Pens must be dropped off by the parent the first week of school.

## Illness or Emergency

In an instance of severe illness or injury, the staff will make an evaluation and contact parents. PLEASE DO NOT bring a sick child to Wrens Club. **A sick child must be fever/vomit-free without medication for 24 hours before returning to child care programs.** The site is not equipped to handle sick children. You must email Wrens Club. No call/No Show fee will be billed to you.

Children who receive minor injuries will be given first aid and the parent will be notified when picking up the child.

In the event of an emergency, parents will be notified immediately and, if necessary, the child will be transported to a parent-specified hospital by the local emergency responders for treatment at the parent's expense. Parents are responsible for the child's health insurance/accident coverage.

## Food Allergies

If your child has any food allergies, it is VERY IMPORTANT that you indicate these allergies on the Wrens Club Enrollment Form. Please be specific about possible reactions. You should send an Epi-pen for severe reactions. Please consider sending snacks with your child or provide a list of approved snacks so we can accommodate them better.

## Breakfast, Lunch & Snacks

- Catered Breakfast, Lunch and snack from Chickadee Catering a menu will be provided to families before the start of the next month.
- Breakfast will be provided – 8:00 AM
- Lunch will be provided – 11:00 AM
- Afternoon snack will be provided – 3:00 PM

## Eligibility

- Children must be three years old
- Children must be able to use the toilet and clean themselves independently.
- Children should not be wearing diapers or pull-ups as we do not have adequate facilities or training for changing diapers. Please notify staff regarding any concerns in this area.
- Recurring bathroom accidents will require a parent meeting with Child Care Coordinator and Community Education Coordinator and could lead to potential discontinuation of services.

## Wrens Club Child Care Employee Discount Policy

- Applies To: Bus drivers, school board members and half time or greater employees/staff may partake in the 20% discount on Wrens Club Child Care for before and after, wrap around and/or summer child care.

## Free Child Care for Program Staff

- Employees who work directly within the Wrens Club Child Care Program are eligible to receive free child care during their scheduled working hours. This includes the following positions:
  - Community Education Coordinator
  - Child Care Coordinator
  - Child Care Assistant

## Eligibility and Conditions

- Discounts and free care apply only while the employee is actively working.
- These benefits are non-transferable and apply only to the children or dependents of the eligible employee.
- Substitute employees are not eligible for any Wrens Club Child Care discounts or free services.
- All child care arrangements are subject to space availability and compliance with licensing requirements.

## Children with Special Needs/IEPs

- Every effort will be made to accommodate children with special needs.
- We can not guarantee one on one care for students.
- Parents must schedule a meeting with the program coordinator to provide information about the child and devise a plan for Wrens Club to meet the needs of the child prior to enrollment.
- If the family expresses a need for accommodations for their child to participate in Wrens Club or Wrens Club staff determines special accommodations are needed for participation, Wrens Club will work with the family to come up with a plan to help the child succeed in the program. Items to consider:
  - The student's ability to function in an environment of 20-30 kids.
  - The student's ability to function on the playground without individual supervision.
  - The student's ability to function with a staff to child ratio of 1:15.
- Accommodations that are agreed upon will be outlined in a document to be shared with the family and entered into the child's record at Wrens Club.
- It is important that our program is assessed to determine if we are able to provide the best care for every child.

## Registration Process

To register your child for Wrens Club, you will need to read all of the materials in this handbook and complete the following before your child may attend:

- Signed the last page of the Family Handbook.
- Wrens Club Enrollment Form.
- \$50 registration fee per family.
- Any past due balances with Community Education are paid in full.  
(*This may include past due balances for School Readiness or Wrens Club bills.*)
- ALL registration materials listed in brightwheel

## Parent's To-Do List...

- Sign your child "In" & "Out" each day. This means walking your child to the Wrens Club room. Parents will need to sign out in our software-brightwheel program each day when they pick up.
- Keep your child's enrollment information up-to-date to ensure your child's safety.
- Make sure your child is picked up by **5:30 pm** to avoid a late pick up fee.
- **Adequately dress your child for indoor and outdoor play.**
- Label your child's personal belongings.
- **Water bottle daily.**
- **Please sign the sunscreen & bug spray document**
- **We will provide breakfast, lunch and afternoon snack**
- **Do not send your child with any electronic devices - There will be special days**

## Children's Clothing/Belongings

Children should be adequately dressed each day for indoor and outdoor activities. Wrens Club follows the same policy regarding outerwear as the Elementary School. Outerwear should be labeled with the child's name. The program is not responsible for lost or stolen articles. For younger children, please send an extra set of clothing. Please do not allow your child to bring any toys, games, or electronic toys. For preschoolers please remember to send indoor shoes during the wintertime.

**Children at any age are NOT allowed to be on any electronic devices while at care. If a child brings a cell phone or electronics to care, it will be kept at the desk until the parent picks up the child.**

## Hours of Operation (2025)

### Summer 2025

Wrens Club Child Care is open 6:30 am - 5:30 pm

**Summer program begins Tuesday June 3rd 2025**

**Summer program ends Friday August 22nd 2025**

Closed Summer dates:

Thursday June 19th 2025

Friday July 4th 2025

## Program Fees

Annual registration fee per family: \$50

### Option 1 - Per month

Child 1: \$700 - full time - everyday we are open - (\$36 / day)

Sibling: \$560 - full time - 20% discount

### Option 2 - Per month

Child 1: \$450 - part time - 3 days a week during each week - (\$37.50 / day)

Sibling: \$360 - part time - 20% discount

### Option 3

Wondering Wednesdays - field trip or participation in Northern Outdoors Club - ONLY

\$45 / per child - for every Wednesday - Must be registered and approved five days before

**Schedules need to be entered or messaged in the Brightwheel program a minimum of one week prior to care.**

**Financial assistance through CCAP**

Billing will be conducted off the monthly schedule submitted. Cancellations made less than one week in advance for any reason will not be deducted from billing. This will help us maintain our staff numbers.

\*No Call/No Show Finders fee \$10

\*Show up fee – child here without being scheduled \$10

\*Late Pick-up/Early drop-off fee (before 6:30 AM/after 6:00 PM)\*\$10 first minute-\$1 per minute after 1<sup>st</sup> minute

\*Refunds are NOT issued for absences from scheduled days. To avoid No Call/No Show fee, email Wrens Club staff before **10 am** when they will not be attending child care for any reason. \*Parents who have frequent **No Call No Shows** or late pick up charges may have their child care suspended

**If your payments are not made and you go over 30 days you will be charged a \$20.00 late fee. If your payments are not made and you go over 60 days you will be charged a \$40.00 late fee. If your payments are not made and you go over 90 days you will automatically be sent to collections and your child care will be discontinued. If you are sent to collections you will be charged an extra 37% to your bill for collection fees.**

Invoices will be made available to pay online. A 2% convenience fee is added to all credit card/debit card payments. ACH (checking account transfers) have a .6% fee added to them. Checks or money orders will be accepted during Community Education Office hours. Community Education hours are:

Summer Community Education Coordinator Schedule:

Monday 8:30 – 4:30 PM

Tuesday 8:30 – 2:30 PM

Wednesday 9:00 – 2:00 PM – On field trip

Email: [kbeck@isd100.org](mailto:kbeck@isd100.org)

Phone number: 218-384-4274 Ext. 3100

**In the event your schedule changes....**

**Absent Notification:** – The safety of your child(ren) is our primary concern. **Please email [wrensclub@isd100.org](mailto:wrensclub@isd100.org) or message on brightwheel-** You may email at any time. If we are not here, we will get the message first thing in the morning.

In the event that you will not be able to pick up your child on time, notify the Wrens Club staff immediately of the alternate arrangements. A late pick-up fee of \$10 for the first minute and \$1 each additional minute after 5:30 PM will be assessed. In addition, the following will happen:

**Attempt to Contact Time Frame:** If you are late in picking up your child, the following procedure will be followed:

After 10 minutes: Call parent/guardian

After 15 minutes: Call emergency contacts listed for child

After 30 minutes: Call the police. If you are more than thirty minutes late and we are unsuccessful in reaching you or an emergency contact person, the police **will** be called for further assistance.

**If you have picked up your child late more than once, or if you cancel your child's schedule on a consistent basis you are subject to discontinuation of child care.**

### **Release of Children**

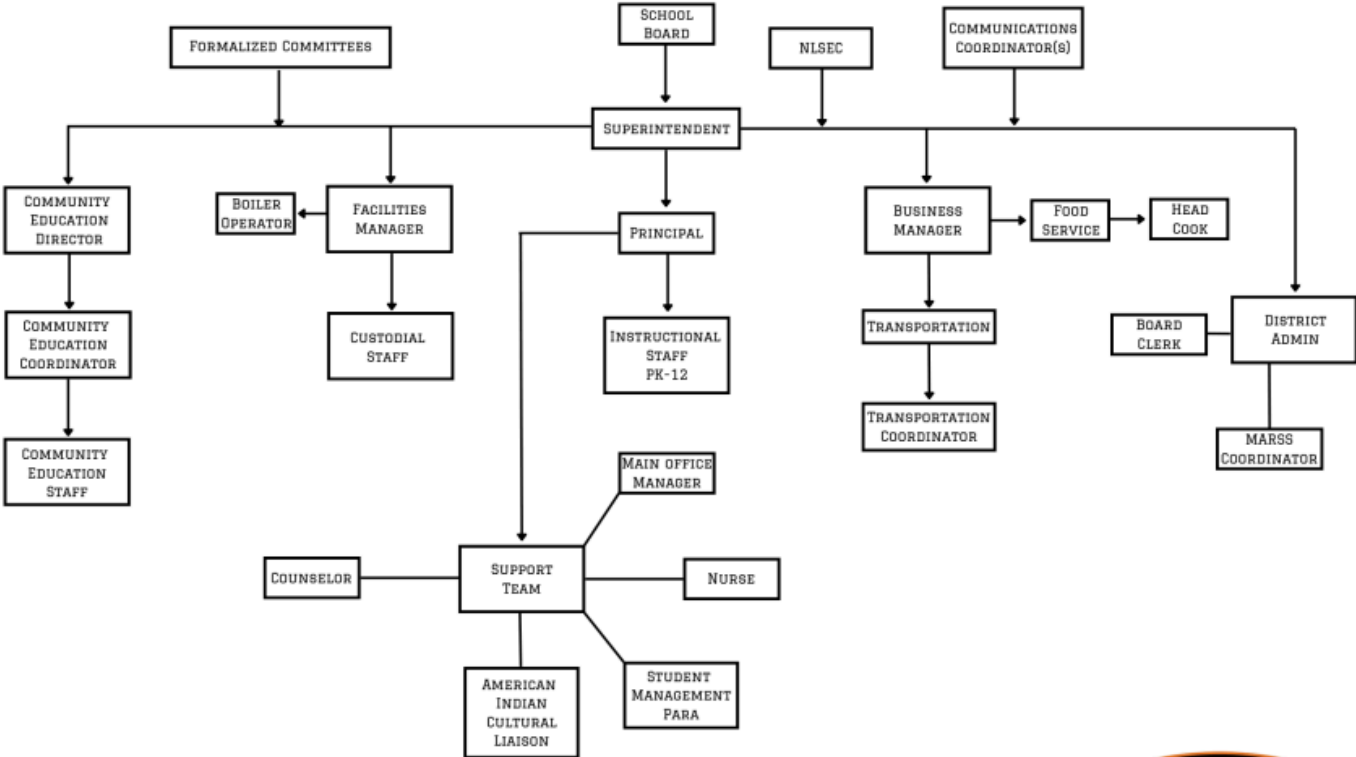
Wrens club will only release children to the parent or person authorized on your emergency pick up list. They must be at least 16 years old to sign out your child. Please email [wrensclub@isd100.org](mailto:wrensclub@isd100.org) or message us on brightwheel to inform us if someone other than you will pick up your child/ren. If a parent or other person appears physically/emotionally impaired to the extent that the staff is concerned that the child is at risk of danger, the staff person will call other people listed on the emergency list. If no one can be reached, we may need to call 911.

### **Wrens Club Child Care offers:**

- Educational and Recreational theme-based activities.
- Audio, Visual & Hands-on play and learning experiences.
- Physical Activity – Gym, Outside.
- Manipulative & Sensory Play.
- Quiet/Homework Time.
- Food Service Breakfast and Lunch Program
- Afternoon snack.
- Technology.
- Skill Building.
- Games.
- Free Choice, Creative Play.

Wrens Club Child Care Organization Chart:

# WRENSHALL SCHOOL DISTRICT ORGANIZATIONAL CHART



LAST UPDATED FEBRUARY 2025



Wrens Club seeks to provide a quality program where:

- Kids can be kids.
- The atmosphere is comfortable, relaxed, happy, and busy.
- The environment is conducive to a wide-range of opportunities both active and passive.
- There are a variety of age-appropriate activities and choices offered.
- The activities offered provide children with educational, social and recreational experiences.
- Individual differences are respected and valued.
- Staff are flexible and responsive to meet the needs of all children enrolled.
- There are clear and consistent rules enforced that ensure safety.
- Kids learn to resolve conflicts in a positive and effective manner.
- Parents are well informed about the program and feel comfortable with their choice of childcare.
- Families find the program to be flexible and affordable.

**Behavior**

**Wrenshall Public Schools Policy 514 expressly prohibits bullying, and outlines the procedures and regulations for bullying prevention and intervention, including:**

A person who engages in an act of bullying, reprisal, or false reporting of bullying shall be subject to discipline for the act in accordance with school district’s policies and procedures. Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. The school district may take into account the following factors:

- The developmental and maturity levels of the parties involved.
- The levels of harm, surrounding circumstances, and nature of the behavior.
- Past incidences or past or continuing patterns of behavior.
- The relationship between the parties involved.
- The context in which the alleged incidents occurred.

**Wrens Club Behavior Expectations**

Please see attached behavior policy plans, one for PreK-2<sup>nd</sup> grade and one for grades 3-5. It is the goal of the Wrens Club program to guide children to be happy, responsible, cooperative participants in the program. We use positive, nonthreatening techniques that help the child become responsible for his/her actions. The child should also respect the rights and feelings of others.

- Be prompt and prepared.
- Respect authority.
- Respect the rights of others.
- Respect property.
- Display a concern for learning.
- Display appropriate social skills.

Wrens club Discipline Plan: Grades 3-6

Behavior	Step 1	Step 2	Step 3
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<p><b>Mild Behaviors</b> Behaviors that demonstrate a lack of respect for the feelings of other IE: name calling, mocking, put downs, rude gestures (eye rolling, dirty looks, sighing), taunting and related behaviors.</p>	<p>*Staff has a conversation with student about behavior</p> <ul style="list-style-type: none"> <li>• Verbal Warning</li> <li>• Child writes Fix It plan</li> <li>• Staff documents incident &amp; parents sign</li> <li>• Staff talks face to face with parent about behavior &amp; goes over Fix It plan and student, staff &amp; parents sign &amp; date</li> </ul>	<p>*Staff has conversation with student about behavior</p> <ul style="list-style-type: none"> <li>• Time Out 2-5 minutes</li> <li>• Review Fix It Plan with staff</li> <li>• Logical consequence (loss of privilege in the activity for the day-going up the slide the wrong way/no slide for the day)</li> <li>• Staff documents the incident in the binder</li> <li>• Staff talks face to face with parent about behavior and go over Fix It plan and student, staff, and parent sign &amp; date</li> </ul>	<p>*Removal from program area</p> <ul style="list-style-type: none"> <li>• Removal from program for the rest of the day. Staff calls parent to come &amp; pick up child from program.</li> <li>• Letter of apology written by student</li> <li>• Personal Behavior Plan developed by student, parent, and Coordinator</li> <li>• Incident reported to Elementary Principal</li> <li>• Staff documents incident in binder</li> <li>• Staff talks face to face with parent about behaviors, Review Fix It plan &amp; all parties sign &amp; date</li> </ul>
<p><b>Moderate Behaviors</b> Behaviors that may cause injury IE: damaging property, rough play, exclusion, gossip/spreading rumors, insults, negative written notes, negative behaviors toward a specific person, and related behaviors.</p>	<p>Anyone with moderate behaviors should have a Fix It plan in place</p> <ul style="list-style-type: none"> <li>• Review Fix It plan</li> <li>• Removal from program for the rest of the day, staff call parents to pick up child</li> <li>• Letter of apology from child</li> <li>• Personal Behavior plan developed by student and parent. Return to Coordinator.</li> <li>• Staff documents in binder</li> <li>• Staff talks face to face with parents, goes over Fix It plan and all parties sign and date</li> </ul>	<ul style="list-style-type: none"> <li>• Review Personal Behavior plan</li> <li>• Removal of program for the rest of the day plus 1 day. Staff call parent to pick up child from program</li> <li>• Incident reported to Elementary Principal</li> <li>• Staff documents incident in binder</li> <li>• Parents and Coordinator must meet before the child can return to the program</li> </ul>	<ul style="list-style-type: none"> <li>• Child is removed from the program for a minimum of 5 program days. Staff call parent to pick up child.</li> <li>• Staff documents incident in binder</li> <li>• Parents, Coordinator, and Director must meet before child returns to the program</li> </ul>
<p><b>Severe Behaviors</b> Behaviors that cause injury IE: biting, harassment,(racial, ethnic, gender, or religious), stealing, hitting, kicking, punching, repeated/chronic failure to comply with rules, spitting, vandalizing, verbal or written threats, slapping, grabbing, hair pulling, kneeling, damaging property, and related behaviors.</p>	<p>Student with severe behaviors should have a Personal Behavior Plan in place already</p> <ul style="list-style-type: none"> <li>• Review Personal Behavior Plan</li> <li>• Removal from program for remainder of day plus 3 program days. Staff calls parents to pick up child.</li> <li>• Report incident to Elementary Principal</li> <li>• Staff documents incident in binder</li> <li>• Parent and coordinator must meet before child can return to program</li> </ul>	<ul style="list-style-type: none"> <li>• Removal of program for the rest of the day plus 9 program days. Staff calls parents to pick up child</li> <li>• Staff documents incident in the binder</li> <li>• Parents, Coordinator, and Director must meet before child can return to the program.</li> </ul>	<ul style="list-style-type: none"> <li>• Child is removed from program for a minimum of 27 program days</li> <li>• Staff documents incident in binder.</li> <li>• Parents, Coordinator, Director, and Elementary Principal must meet before child returns to program</li> </ul>

\*\* Behavior is categorized as mild, moderate, or severe. Each incident in a category requires moving up a step in consequence.

Wrens Club "Individual Behavior Plan"

To be filled out by student & parent the evening of the event

Name\_\_\_\_\_

Date\_\_\_\_\_

I chose a behavior at Wrens Club that violates our behavior policy.

What I did\_\_\_\_\_

Because I have violated the behavior policy multiple times, and I did not follow my Fix It plan, the next time I break behavior rules, I will

\_\_\_\_\_ Not participate in group play for the rest of the day

\_\_\_\_\_ Time Out for 10 minutes and verbal apology to all people affected including other kids in the program

\_\_\_\_\_ Time Out for 20 minutes and write a letter of apology to all people affected including other kids in the program/ The letter will be read aloud to the group.

I will also choose a better behavior when I am feeling \_\_\_\_\_(fill in feeling at time of rule violation)

The behavior I will choose when I feel this way is\_\_\_\_\_

Student Signature\_\_\_\_\_

Parent Signature\_\_\_\_\_

Staff Signature\_\_\_\_\_ (sign when returned)

Date signed by Staff\_\_\_\_\_



Wrens Club "Fix It" Plan

Name \_\_\_\_\_

Date\_\_\_\_\_

I chose a behavior at Wrens Club that violates our behavior policy.

What I did\_\_\_\_\_

In the future I am going to make better choices. When I feel like I am going to break a behavior rule, I will choose to do this instead-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If I continue to violate the behavior rules in Wrens Club, I know I will be put on an individual behavior plan which could lead to suspension from the program.

Student Signature\_\_\_\_\_

Staff Signature\_\_\_\_\_

Parent Signature\_\_\_\_\_

Date Signed (parent)\_\_\_\_\_

**Wrens Club Behavior Plan  
Grades PreK- 2**

For students ages 3/4 through grade 2, we will continue to use the Red Choices/Green Choices Pyramid model for handling behavior.

If children bring home a red slip due to making "red" choices, please take time to talk through the behavior with your child and write out thoughtful answers to return the following day that they attend Wrens Club. We appreciate your help!

Behavior Intervention Form

Child's Name: \_\_\_\_\_

I broke the rules of behavior at Wrens club today.

What I did: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I believe I made others feel \_\_\_\_\_

(emotion/physical feeling)

with the way I acted.

In the future, I can stop breaking the behavior rules in Wrens Club by doing this instead

\_\_\_\_\_

\_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Student Name \_\_\_\_\_

(please have students attempt to write their name)

Our door is always open. Feel free to drop by our Wrens Club program any time. If you have concerns, concerns, or problems with our program, please email [wrensclub@isd100.org](mailto:wrensclub@isd100.org) or message me on brightwheel or call 218-384-384-4274 Ext. 3100 (Community Education Coordinator-Katie Beck) - please check summer schedule or Blythe in the Wrens Club room at 218-384-4274 Ext. 3105

Summer Wrens Child Care Club Registration Process

To register your child for Summer Wrens Club you will need to read all of the materials in this handbook and complete the following before your child may attend:

- Wrens Club Enrollment Form
- Signed last page of the Family Handbook
- Pay the \$50 Registration fee
- Schedule Request
- Must have a minimum of 3 scheduled days per week per child

- Fill out all forms on brightwheel
- Any past due balances with Wrenshall Community Education are paid in full.

### Hours of Operation for Summer 2025

Wrens Club is open 6:30 am – 5:30 pm, Monday–Friday

- Wrens Club first day of Summer care will be Tuesday June 3rd
- Wrens Club will be closed: Thursday June 19th & July 4th
- Wrens Club last day of Summer Care will be Friday, August 22nd.
- We plan occasional Wednesday (mostly on Wed.) field trip days. If you attend you must come for a full day, all teachers go on the field trip.
- Breakfast, lunch and afternoon snack is provided
- Please provide sunscreen & bug spray for use in the summer program.

### Summer Program Fees

- Monthly summer rate, agreement 3 days or full time or wandering Wednesday rate
- Late pick-up fees are \$10.00 for the first minute past 5:30 pm and \$1.00 every minute past 5:31 pm

*\*\*Parents who have frequent late pick up charges may have their child care discontinued.*

*If you do not pay your bill, your child's care will be discontinued until the balance due is paid in full. NO REFUNDS for any schedule changes if the child is called off after Wednesday prior to the next week.*

### PARENTAL HAND BOOK NOTIFICATION FORM

Please sign and date below, indicating that you have read and understand all of the information provided in this Wrens Club Family Handbook.

*This form must be returned to Wrens Club staff along with your child's Enrollment Form and schedule, prior to their first day in the Wrens Club Program (one form per family).*

Name of Child/Children:

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Print Parent/Guardian Name:

-----  
Parent/Guardian Signature

Date

-----

Updated June 2025



## Preschool Handbook

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207 Pioneer DR Wrenshall MN 55797  
[kbeck@isd100.org](mailto:kbeck@isd100.org)

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# Welcome to School Readiness Programs

Wrenshall Early Learning Preschool is a 4-star Parent Aware rated program for children 3 to 5 years of age. This program, through age-appropriate curriculum, prepares children to enter into kindergarten with the necessary skills, behavior and stability they need to flourish and progress. The program is staffed by qualified licensed teachers.

Characteristics of Wrenshall Early Learning Preschool include:

Child observation and assessment

Emphasis on emerging literacy

Enhancing personal, social, and physical development

Collaboration with Early Childhood Special Education

## **Staff**

Our preschool staff consist of a licensed Teacher and a Program Assistant.

Wrenshall Preschool staff appreciate parental input. Please communicate with the staff about daily concerns, family illnesses, or anything that might affect your child's day.

We encourage parents to share any special skills, activities, or their profession with the class. We want to introduce the children to new experiences, and including family members is a great way to make connections and provide additional knowledge from a variety of areas. Any scheduled visitors will be welcomed and appreciated!

The staff is required, by Minnesota State Law, to report any suspected cases of child abuse or neglect to authorities.

## **What classes we offer**

Hatchlings (3 & 4 year olds): Students must be 3 years of age on or before September 1st. This class meets on Tuesday and Thursday mornings from 8:30 - 12:30 PM.

Little Wrens (4 - 5 year olds): Students must be 4 by September 1st. Four year old classes run on Mondays, Wednesdays, and Fridays. Class runs from 8:30 - 3:00 PM.

## **Preschool (School Readiness) Employee Discount Policy**

Applies To: Bus drivers, school board members and half time or greater employees/staff may partake in the 20% discount on preschool (school readiness programs - Hatchling / Little Wrens)

## **Free Preschool for Program Staff**

- Employees who work directly within the Preschool Program are eligible to receive free child care during their scheduled working hours. This includes the following positions:
  - Preschool Teacher
  - Preschool Teacher Assistant

**Fees**

**Option 1 - Hatchling (3-4 year olds) - Class size limited to 20**

- Fill out the Hatchling Program Sliding Fee Scale - attached
- Tuesday & Thursday 8:30 AM - 12:30 PM

**Option 2 - Little Wrens (4-5 year olds) - Class size limited to 20**

- Fill out the Little Wrens Program Sliding Fee Scale - attached
- Monday, Wednesday & Friday 8:30 AM - 3:00 PM

**Option 3 - Both Hatchling & Little Wrens - Must register & Pay tuition for both programs**

- See options 1 & 2 for registration

**Program Extra Options:**

**Option 4 - bus ONLY (if space is available & 4 years) with breakfast & 30 minutes of child care before start of class (8:00-8:30) - \$5/week**

- Monday, Wednesday & Friday
- Tuesday & Thursday
- Monday-Friday

**Option 5 - wrap around child care 12:30 - 3:00 PM**

- Each Child: \$80/month

# Hatchlings

## Mixed Ages (3 & 4's) Program Fee Chart 2025-2026

Student Name \_\_\_\_\_

**Please read and complete this form. Sign and date below!**

1. Locate your family size and total annual income.
2. Follow the column down to find your program fee and the monthly payment breakdown.
3. Payments may be made monthly via credit card in the Brightwheel system. Payment by check will be accepted for full tuition only.

Sliding Fee Scale - Annual Income					
Family Size					
2	below 19,720	19,721-36,482	36,483-56,201	56,202 - 66,061	66,062+
3	below 24,860	24,861-45,991	45,992-50,729	50,730 - 67,639	83,281+
4	below 30,000	30,001-55,500	55,501-63,989	63,990 - 85,319	100,500+
5	below 35,140	35,141-65,009	65,010-77,249	77,250 - 103,999	117,719+
6	below 40,280	40,281-74,518	74,519-90,509	90,510 - 120,679	134,938+
Category	A	B	C	D	E
Full and Monthly Class Fees					
Category	A	B	C	D	E
Monthly Fee	\$69	\$81	\$92	\$103	\$114
Annual Fee	\$625	\$725	\$825	\$925	\$1,025

For reference      \$2.40/hour      \$2.79/hour      \$3.17/hour      \$3.56/hour      \$3.94/hour

**Please note: If your family is in category A, you will likely qualify for FREE tuition through a Pathways scholarship. Category B may also qualify. To see if you qualify, you will need to fill out additional paperwork.**

I understand that my fee is \$\_\_\_\_\_ and payment will be processed or due at or around the 15th of each month.

I certify that this information is true and correct. I understand that school officials may verify the information via tax forms and that deliberate misrepresentation may subject me to prosecution under applicable laws.

Signature of responsible adult (required) \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

## Little Wrens

### Mixed Ages (4 & 5's) Program Fee Chart 2025-2026

Student Name \_\_\_\_\_

**Please read and complete this form. Sign and date below!**

1. Locate your family size and total annual income.
2. Follow the column down to find your program fee and the monthly payment breakdown.
3. Payments may be made monthly via credit card in the Brightwheel system. Payment by check will be accepted for full tuition only.

Sliding Fee Scale - Annual Income					
Family Size					
2	below 19,720	19,721-36,482	36,483-56,201	56,202 - 66,061	66,062+
3	below 24,860	24,861-45,991	45,992-50,729	50,730 - 67,639	83,281+
4	below 30,000	30,001-55,500	55,501-63,989	63,990 - 85,319	100,500+
5	below 35,140	35,141-65,009	65,010-77,249	77,250 - 103,999	117,719+
6	below 40,280	40,281-74,518	74,519-90,509	90,510 - 120,679	134,938+
Category	A	B	C	D	E
Full and Monthly Class Fees					
Category	A	B	C	D	E
Monthly Fee	\$208	\$219	\$231	\$242	\$253
Annual Fee	\$1,875	\$1,975	\$2,075	\$2,175	\$2,275
For reference	\$2.72/hour	\$2.86/hour	\$3.00/hour	\$3.15/hour	\$3.29/hour

**Please note: If your family is in category A, you will likely qualify for FREE tuition through a Pathways scholarship. Category B may also qualify. To see if you qualify, you will need to fill out additional paperwork.**

I understand that my fee is \$\_\_\_\_\_ and payment will be processed or due at or around the 15th of each month.

I certify that this information is true and correct. I understand that school officials may verify the information via tax forms and that deliberate misrepresentation may subject me to prosecution under applicable laws.

Signature of responsible adult (required) \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

[2025-26 School Calendar - Wrenshall School Calendar](#)

# Wrenshall Hatchlings and Little Wrens Preschool 2025-2026 CALENDAR

Save the dates! Check monthly calendars/newsletters sent home in folders for any updates or changes.

## August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## September

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
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Little Wrens: Monday/Wednesday/Friday @ 8:30-3:00  
Hatchlings: Tuesday/Thursday @ 8:30-12:30

### AUGUST

27: Open House

### SEPTEMBER

8: Little Wrens – First Day of School  
9: Hatchlings – First Day of School

### OCTOBER

14-17: No School (MEA Weekend)  
23: Hatchlings – Family Pumpkin Carving Day  
24: Little Wrens – Family Pumpkin Carving Day  
31: No Preschool (Half Day for K-12)

### NOVEMBER

20: Conferences @ 3:30-7:30  
25: Conferences @ 3:30-7:30  
26-28: No School (Thanksgiving Break)

### DECEMBER

24-31: No School (Holiday Break)

### JANUARY

1-2: No School (Holiday Break)  
16: No Preschool (Half Day for K-12)  
26: No School

### FEBRUARY

13: No Preschool (Half Day for K-12)  
16: No School (President's Day)  
19: Conferences @ 3:30-7:30  
24: Conferences @ 3:30-7:30  
25: Little Wrens – I Love to Read Family Celebration  
26: Hatchlings – I Love to Read Family Celebration  
27: No School

### MARCH

6: No Preschool (Kindergarten Round-Up)  
20: No Preschool (Half Day for K-12)  
23-27: No School (Spring Break)

### APRIL

3: No School (Good Friday)

### MAY

1: No School  
25: No School (Memorial Day)  
27: Little Wrens – Last Day of School  
27: Little Wrens – Preschool Family Picnic  
28: Hatchlings – Last Day of School  
28: Hatchlings: Preschool Family Picnic

If there is a 2-hour delay or school cancellation due to inclement weather, Preschool will be canceled.

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## February

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## July

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\*No Preschool classes (hatchling or little wrens) on early release or late start days.

**\*Childcare would be available if you sign up for before/after or wrap around childcare**

**\*If school is closed due to inclement weather all programs will be closed**

### **Bussing**

Bussing is available for Wrenshall residents that are **4 years of age** and others if space is available and you have signed up for child care.

### **Program Standards**

Our preschool programming and staff are approved by the Wrenshall Public School Board. Our teachers are licensed with a Bachelor degree in Education, and have many years of experience working in a preschool setting. All staff are required to be CPR and first aid certified.

We maintain a two staff to twenty children ratio.

### **Arrival**

Students can arrive at **8:30 AM** unless you have signed up for the wrap around bussing/breakfast option. Please do not arrive at the classroom before that as the teachers are getting ready for the day.

### **Departure**

Some children get quite nervous if all of the children are picked up and their parents have not arrived for pick up. *Please make sure to arrive to pick your child up prior to class dismissal.* If no one picks up the child within 5 minutes of class dismissal we will begin calling the parents. If we cannot reach one of the parents we will begin calling their emergency contacts. If you arrive late, not only does this add stress to your child's day, but it takes away from time needed for staff prep. Thank you for making every effort to arrive on time when picking up at the end of class.

### **Correspondence**

We have multiple ways we communicate with parents. It is very important that parents monitor all communication routes.

Our first, and most common route of connecting with parents, is through brightwheel. Please make us aware of any changes the night prior to class or morning drop off.

We also use daily folders.. Parents are required to provide a communication folder (a two pocket folder with prongs inside). This folder is used regularly for teachers to send messages home after class, and to send projects home for your child to share with you. It is very important that parents monitor this folder each day after class to keep up with school happenings.

### **Authorization to pick up child**

No child will be released to a person not authorized by a parent to pick up the child. If you have a new person picking up your child, not on the emergency pick up list, we will need a note stating that you approve this pick up.

If someone attempts to pick your child up who is unauthorized or incapacitated we will immediately attempt to call you. Please ensure that we have updated phone numbers for you at all times. If we cannot reach you we will call 911.

### **Emergency Closing or Dismissal**

When Wrenshall schools are closed due to severe weather, or emergency, School Readiness will also close. If Wrenshall school releases early, our program will also be dismissed at that time. (ex. If they send out an alert that school will be closing at 1pm, due to weather conditions, we will also close at 1pm)

### **General Health, Illness or Emergency**

In an instance of severe illness or injury the staff will bring your child to the nurse, and will notify parents. At other times, staff will make an evaluation and contact the parents. DO NOT bring a sick child to school. This not only does not benefit your child, but it leaves room for spreading of germs and illness. Children who receive minor injuries will be given first aid and the parent will be notified when picking up the child.

In the event of an emergency, parents will be notified immediately. If necessary, the child will be transferred to a local hospital (we will send your child to a parent specified hospital only if you had specified on the emergency card), by the local emergency responders, for treatment at the parent's expense. Parents are responsible for the child's health insurance/accident coverage.

The staff is required, by Minnesota State Law, to report any suspected cases of child abuse or neglect to authorities.

### **Medications**

- Under NO circumstances shall School Readiness staff give prescription medications or over the counter medicines without a physician's instruction and signed parent permission.
- All medications will be distributed by the staff during school days. Children may not take medication on their own.
- For long-term medications (prescribed for more than two weeks), a written statement from the family physician indicating the need for such medication to be administered during preschool hours is required to be on file.
- The medication will be stored in a safe and appropriate place, with access restricted to our preschool staff only.

- NO medication should be sent with the child - parents must deliver it personally. The medication must be in the original bottle and properly labeled. The medication cannot be labeled in containers such as plastic bags or envelopes.
- EPI-Pens must be dropped off by parents the first week of school.

**Food Allergies**

If your child has any food allergies, it is VERY IMPORTANT that you indicate these allergies on the Wrenshall Early Learning Student Health Summary page of the enrollment paperwork.

Please be specific about possible reactions.

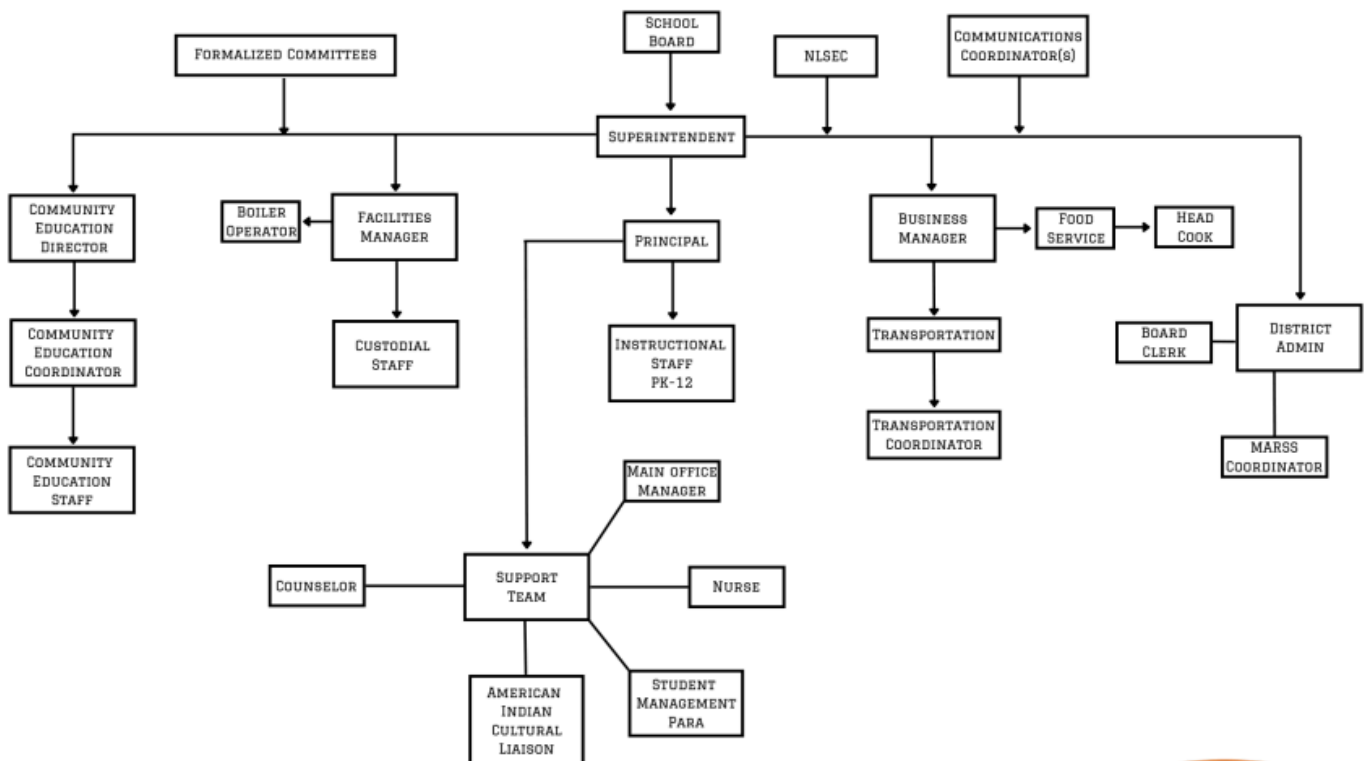
**Snack**

We ask that you send your child, each day, with a healthy snack (veggies, fruit cups/applesauce, crackers, etc) and a water bottle. Please try your best to avoid sugary snacks. We only allow the children to have one snack for snack time. Please make sure to only send one item along with them. When more are sent along they have to choose, and that makes for unhappy children - as they may want both items.

We do not allow any snacks which include any peanuts or tree nuts. Please read the ingredients on your child’s snack before sending them along with your child. **Our classrooms are Peanut and Tree Nut Free.** Please help us to keep this policy and provide a safe space for all of our children.

**Organization Chart**

**WRENSHALL SCHOOL DISTRICT ORGANIZATIONAL CHART**



## **Community Education Coordinator Schedule**

To be finalized fall 2025

### **Birthday Policies/Pre-K Spotlight**

- Each week we will have 1 student from each preschool class in our “Pre-K Spotlight”. The week before your student’s spotlight week, they will receive a yellow folder with a packet to fill out all about them. Please take some time to fill this out together. Please return this folder and packet, along with up to 5 pictures that will be displayed in class by the beginning of the spotlight week.
- This is also when we will celebrate birthdays.
  - Students will be in the Pre-K Spotlight on or around their birthday depending on how many birthdays there are that week.
  - If a birthday lands on a week day we will celebrate the day of.
  - If a birthday lands on a weekend or Summer birthday, we will celebrate the Monday/Tuesday of their spotlight week.
- You are more than welcome to bring in birthday treats for the class. We just ask that treats are store bought in their original boxes so we can check labels for allergies if needed.
- We only allow handing out birthday invitations in class if you plan to invite the entire class. If you are inviting only a few we ask that you make alternate arrangements to get invitations to those particular children. Thank you for your help with this!

### **Clothing/Belonging Policy**

Children should be adequately dressed each day for indoor and outdoor activities. Please make every effort to dress students for each day's weather. Also, keep in mind that if there should be a case of an emergency (fire, evacuation, etc) where we need to leave the building immediately, we do not stop to put on coats/sweaters/sweatshirts. Whatever your child has on is what they will be walking outdoors with should an emergency arise.

Outerwear should be labeled with the child’s name on each individual item. The Wrenshall Preschool program is not responsible for any lost or stolen articles.

Please provide an extra set of clothing to keep at school in a gallon sized ziplock bag with their name clearly written on it. We will store these bags of clothing at school for the year. This clothing will need to be replaced if we end up using it as a change of clothes for your child during a particular school day. The intent of having this change of clothing is as a backup plan. (For example: a toilet accident, spilling something on themselves, or playing outdoors and accidentally slipping on mud or sliding into a puddle) If soiled clothing is ever sent home with your child you should send a new set along with your child for the next class date in a clean labeled bag.

Please do not allow your child to bring toys or games along - unless it is for their personal show & tell day. These extra items can be distracting to the classroom, and they also run the risk of breaking or being misplaced.

Remember to send extra shoes along during boot season. You may leave a pair of shoes at the school during the boot season so that you don’t have to keep sending them daily. Each class has a shoe bin to store extra shoes. These shoes must be labeled with children’s names on each shoe.

### **Teaching Responsibility**

Our Little Wrens class (4-5 year olds) will be teaching the children personal responsibilities. They will need to be able to unload and load their own items into their backpacks, zip their bags up, and put on their own outerwear as needed. Please keep this in mind as you prepare your child for school throughout the year. Practice at home will make this learning process run far more smoothly. Also, please keep this in mind when picking out the size of their backpack, and when allowing students to bring items from home. We realize that many of our students also attend Wrens Club child care, and have some items they need for that time of day (lunch, blanket, etc). We want you to start thinking about how your child is going to handle all of the items independently, and help to set them up for success.

Our Hatchlings class (3-4 year olds) will get a bit more support with this learning experience, but as the year progresses they will also be expected to handle these tasks independently. Please begin practicing these skills at home. Although it seems easier to help children when learning how to put on coats and boots, in the long run, they need to be able to handle these tasks themselves. It is definitely a step-by-step developmental process. They will need your modeling and support.

### **Registration Process**

To register your child for any preschool programs, you will need to read all of the materials in this handbook and complete the following before your child may attend:

- Signed the last page of the preschool parent handbook
- Enrollment Form.
- \$50 registration fee
- Any past due balances with Community Education are paid in full.  
(*This may include past due balances for School Readiness or Wrens Club bills.*)
- ALL registration materials listed in brightwheel

**PARENTAL HAND BOOK NOTIFICATION FORM**

Please sign and date below, indicating that you have read and understand all of the information provided in this preschool parent handbook

*This form must be returned to Community education with any other paperwork prior to their first day in the preschool program or signed on brightwheel (one form per family).*

Name of Child/Children:

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Print Parent/Guardian Name:

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Parent/Guardian Signature

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Date

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Updated: June 2025



# Wrens Club Child Care Handbook

Fall/Spring

207 Pioneer DR Wrenshall MN 55797  
wrensclub@isd100.org

2025-2026

Before and After school care and wrap around for preschool child care

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## Welcome to Wrens Club!

Wrenshall Public School in conjunction with Community Education, offers the Wrens Club program which is designed to meet the needs of children of working parents. Our primary purpose is to provide high quality care for children in pre-kindergarten through grade six. Wrens Club offers a fun, safe, caring environment that fosters recreational, social, educational and developmentally appropriate experiences that compliment your child's school day. Wrens Club is a state certified child care program allowing us to accept CCAP payments for families using assistance.

## Program Standards

Community Education is part of the Wrenshall School District and all district policies apply to and are followed by Community Education personnel. Wrens Club staffing and program standards are approved by the Wrenshall Public School Board. School policies are determined by the school board. The Board of Education is elected by the people of this district and reflects their will and their authority. The determination of school policies rests solely with the school board. The superintendent and administrators execute these policies. The district reserves the right to change policies and procedures at any time. The Wrens Club staff meet the required qualifications and training and they dedicate themselves to making a positive difference in the lives of children. Wrens Club staff are under the direct guidance of the Wrens Club Coordinator and Community Education Coordinator. The Wrens Club program maintains a 1 staff to 15 children ratio in K-5, and 1-10 ratio for Pre-K as recommended by the Minnesota School Age Child Care Alliance.

## Staff

In accordance with MN State Statute section 123B.03, all staff are required to have a background study done. Certified centers require 6 hours of study in child development and behavior guidance every year. Coordinators must have 16 hours of training.

The Wrens Club staff consists of experienced and well-trained people who care about children. They provide successful experiences, safety, appropriate developmental tasks, and a caring environment. Staff members attend training throughout the year provided by the school district, community education, and other community resources.

Wrens Club staff always appreciates parental input. Please communicate with the staff about daily concerns, family illnesses, or anything that might affect how your child's day might go.

We also encourage parents to share any special skill, activity or occupation with children and staff. We want to model this program around the children and families. Any suggestions or ideas would be welcomed and appreciated.

### **According to MN State Statute 245H.14 our staff are required to be trained in...**

- First aid and Cardiopulmonary resuscitation annually.
- Abusive head trauma.
- Child development.
- Blood borne pathogens.
- We are required to have in service hours each year.

### **Abuse Reporting (Mandatory Reporters):**

According to MN Statute 626.556, a professional or his or her delegate, who is engaged in the practice of... education, who has knowledge or reasonable cause to believe a child is being neglected or physically or sexually abused, shall immediately report the information to the local welfare agency, liaison officer, or the County Sheriff..." An oral report shall be made immediately by telephone or otherwise...and shall be followed within 72 hours, exclusive of weekends or holidays, by a report in writing. For matters occurring within the family unit, concerned school personnel will contact the Children's Service Intake Worker - Carlton County Human Services at 879-4583.

Staff must promptly inform a building principal of all reports filed and documentation will be kept on file. Principals, counselors, and the school psychologist are available to assist in the process.

### **Data Privacy:**

All staff must be familiar with the Data Privacy Act. No verbal or written information about a student's school performance should be shared except within the school district for educationally relevant reasons. As a rule of thumb, any data arising out of the education of a student which identifies a student, except for directory information, is private data. Directory information is defined as a student's name, date and place of birth, major fields of study, weight and height of athletic team members, etc. Care should be taken to ensure students cannot overhear private data shared in conferences or telephone calls with staff, students, or parents; care should also be taken so that students do not view other students' grades.

### **Emergency Preparedness**

According to MN State Statute 245H.15 Wrens Club has a written safety plan including...

- Fire related emergencies.
- Weather related emergencies.
- Intruder based emergencies.
- We follow the district's guidelines for fire and lockdown drills.
- In the event of an actual emergency, parents would be notified through the District communication site.

### **Emergency Closing or Dismissal**

If Wrenshall schools are closed due to severe weather, or other emergency, Wrens Club will be closed. **If there is a 2 hour late start, we will open at 9:00 AM.** You **must** email Wrens Club if your child will not be coming before the late start or you will be charged a No Call/No Show fee of \$20. **If Wrenshall schools are closed early, parents must pick up 1 hour after school closes.** Please tune in to local radio and television stations for this information.

### **Parent Emergency**

You must sign up for the Wrenshall Public schools' electronic notification system, an essential tool for notification and communication. Within minutes of an emergency, school officials can use the system to deliver a single, clear message to the students' parents or guardians by telephone, cell phone, e-mail, pager or PDA in any combination. It can also be used to notify you of a school closing due to inclement weather. **Wrens Club will send out a message out on brightwheel as well.**

If you need assistance with setting up a profile, please contact Michelle Blanchard at 218-384-4274 Ext 2101 and she will assist you. If you do not have access to a computer please feel free to come to the school to use our facilities.

## Medications

According to MN State Statute 245H.13 Health and Safety Requirements...

- Exclusion of sick children and infectious disease outbreak control. We must supervise and isolate a child from other children in the program when a child becomes sick and immediately notify the sick child's parent or legal guardian. We must post or give notice to the parent or legal guardian of an exposed child the same day the program is notified of a child's contagious reportable disease specified in Minnesota Rules, or scabies, impetigo, ringworm, or chicken pox.
- Immunizations. By a child's date of attendance we must maintain or have access to a record detailing the child's current immunizations or applicable exemption.
- Administration of Medicine. We may administer personal prescriptions under the following guidelines:
  - We will not administer the first dose of any medication due to possible reactions.
  - For long-term medications (prescribed for more than two weeks), a written statement from the family physician indicating the need for such medication to be administered during Wrens Club hours must be on file.
  - The medication will be stored in a safe, appropriate place with access restricted to the Wrens Club staff only.
  - Under NO circumstances shall Wrens Club personnel give aspirin, Tylenol, cough medicines, etc. without a physician's prescription and signed parent permission.
  - NO medication should be sent with the child – parents must deliver it personally. The medication must be in the original bottle, properly labeled. The medication cannot be improperly labeled in containers such as plastic bags or envelopes.
  - EPI-Pens must be dropped off by the parent the first week of school.

## Illness or Emergency

In an instance of severe illness or injury, the staff will bring your child to the nurse, if it is during school hours, and will notify parents. At other times, staff will make an evaluation and contact parents. **PLEASE DO NOT** bring a sick child to Wrens Club. **A sick child must be fever/vomit-free without medication for 24 hours before returning to child care or preschool programs.** The site is not equipped to handle sick children. You must email Wrens Club and also notify the Elementary attendance office when your child is sick and won't be attending the program, or the No call/No Show fee will be billed to you.

Children who receive minor injuries will be given first aid and the parent will be notified when picking up the child.

In the event of an emergency, parents will be notified immediately and, if necessary, the child will be transported to a parent-specified hospital by the local emergency responders for treatment at the parent's expense. Parents are responsible for the child's health insurance/accident coverage.

## Food Allergies

If your child has any food allergies, it is VERY IMPORTANT that you indicate these allergies on the Wrens Club Enrollment Form. Please be specific about possible reactions. You should send an Epi-pen for severe reactions. Please consider sending snacks with your child or provide a list of approved snacks so we can accommodate them better.

## Breakfast, Lunch & Snacks

- All Students (except for preschool children) will be dismissed at 8:00AM for breakfast
- Lunch
- Snacks for wrap around students will be provided at 2:00 PM
- Snacks will be provided at 3:45 PM for After school program

## Eligibility

- Children must be three years old by September 1 of the school year and enrolled in one of our School Readiness programs.
- Children must be able to use the toilet and clean themselves independently.
- Children should not be wearing diapers or pull-ups as we do not have adequate facilities or training for changing diapers. Please notify staff regarding any concerns in this area.
- Recurring bathroom accidents will require a parent meeting with Wrens Club Coordinator and Community Education Coordinator and could lead to potential discontinuation of services.

## Wrens Club Child Care Employee Discount Policy

- Applies To: Bus drivers, school board members and half time or greater employees/staff may partake in the 20% discount on Wrens Club Child Care for before and after + wrap around

## Free Child Care for Program Staff

- Employees who work directly within the Wrens Club Child Care Program are eligible to receive free child care during their scheduled working hours. This includes the following positions:
  - Community Education Coordinator
  - Child Care Coordinator
  - Child Care Assistant

## Eligibility and Conditions

- Discounts and free care apply only while the employee is actively working.
- These benefits are non-transferable and apply only to the children or dependents of the eligible employee.
- Substitute employees are not eligible for any Wrens Club Child Care discounts or free services.
- All child care arrangements are subject to space availability and compliance with licensing requirements.

## Children with Special Needs/IEPs

- Every effort will be made to accommodate children with special needs.
- We can not guarantee one on one care for students.
- Parents must schedule a meeting with the program coordinator to provide information about the child and devise a plan for Wrens Club to meet the needs of the child prior to enrollment.
- If the family expresses a need for accommodations for their child to participate in Wrens Club or Wrens Club staff determines special accommodations are needed for participation, Wrens Club will work with the family to come up with a plan to help the child succeed in the program. Items to consider:
  - The student's ability to function in an environment of 30-50 kids.
  - The student's ability to function on the playground without individual supervision.
  - The student's ability to function with a staff to child ratio of 1:15.
- Accommodations that are agreed upon will be outlined in a document to be shared with the family and entered into the child's record at Wrens Club.
- It is important that our program is assessed to determine if we are able to provide the best care for every child.

## Parent's To-Do List...

- Sign your child "In" & "Out" each day. This means walking your child to the Wrens Club room. Parents will need to sign out in our software program each day when they pick up.
- Let your child's classroom teacher know your child's Wrens Club schedule.
- Email Wrens Club and your child's teacher when your child will not attend a scheduled day at child care, by 10:00 am.
- Keep your child's enrollment information up-to-date to ensure your child's safety.
- Make sure your child is picked up by **5:30 pm** to avoid a late pick up fee.
- **Adequately dress your child for indoor and outdoor play.**
- Label your child's personal belongings.
- **Do not send your child with any electronic devices**

## Children's Clothing/Belongings

Children should be adequately dressed each day for indoor and outdoor activities. Wrens Club follows the same policy regarding outerwear as the Elementary School. Outerwear should be labeled with the child's name. The program is not responsible for lost or stolen articles. For younger children, please send an extra set of clothing. Please do not allow your child to bring any toys, games, or electronic toys. For pre-schoolers please remember to send indoor shoes during the wintertime.

Children at any age are NOT allowed to be on any electronic devices while at care. If a child brings a cell phone or electronics to care, it will be kept at the desk until the parent picks up the child.

## Registration Process

To register your child for Wrens Club, you will need to read all of the materials in this handbook and complete the following before your child may attend:

- Signed the last page of the Family Handbook.
- Wrens Club Enrollment Form.
- \$50 registration fee per family.
- Any past due balances with Community Education are paid in full.  
(*This may include past due balances for School Readiness or Wrens Club bills.*)
- ALL registration materials listed above are complete.

# Before/After School & Wrap Around for Preschool 2025-2026 CALENDAR

Save the dates! Check monthly calendars/newsletters sent home in folders for any updates or changes.

*August*

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*October*

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*November*

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*January*

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25	26	27	28	29	30	31

**Monday/Wednesday/Friday @ 6:30-8:00 and 3:05-5:30**  
**Tuesday/Thursday @ 6:30-8:00 and 12:30-5:30**

**ALL DAY FUN DAYS**  
Wrens Club will be open on early release and no school days due to teacher in-service days. This will be free for registered Wrens Club before/after school families and wrap around PreK families. \*Note: Wrens Club Fun Days will not be open on holidays or holiday breaks.

**AUGUST**

**SEPTEMBER**  
2: First Day of Wrens Club

**OCTOBER**  
16-17: Closed (MEA Weekend)  
31: All Day Fun Day!

**NOVEMBER**  
26-28: Closed (Thanksgiving Break)

**DECEMBER**  
24-31: Closed (Holiday Break)

**JANUARY**  
1-2: Closed (Holiday Break)  
16: All Day Fun Day!  
26: All Day Fun Day!

**FEBRUARY**  
13: All Day Fun Day!  
16: Closed (President's Day)  
27: All Day Fun Day!

**MARCH**  
20: All Day Fun Day!  
23-27: Closed (Spring Break)

**APRIL**  
3: Closed (Good Friday)

**MAY**  
1: All Day Fun Day!  
25: Closed (Memorial Day)  
29: Last Day of Wrens Club

If school is closed due to inclement weather, all programs will be closed.

*February*

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

*March*

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

*April*

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

*May*

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

*June*

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

*July*

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

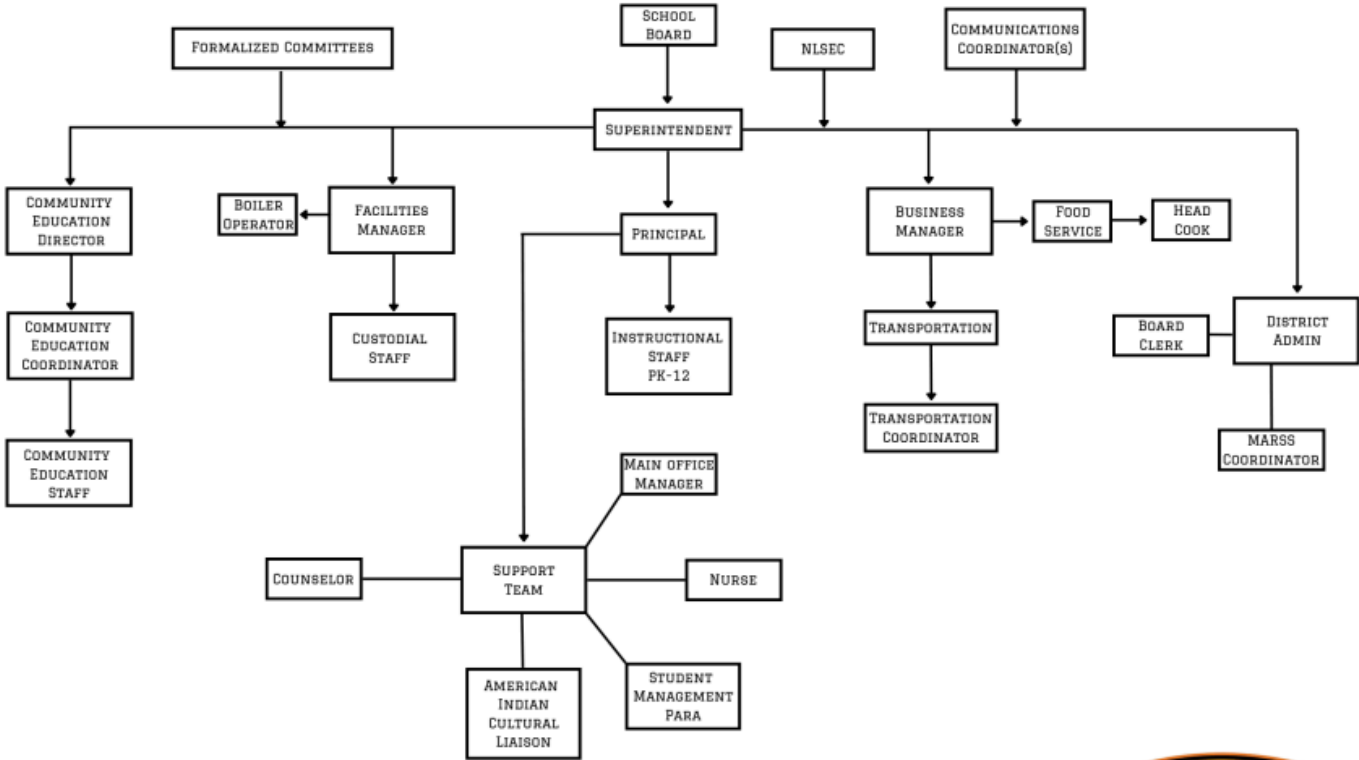
**\*If school is closed due to inclement weather all programs will be closed**

[2025-26 School Calendar - Wrenshall School Calendar](#)

Our door is always open. Feel free to drop by our Wrens Club program any time. If you have concerns, complaints, or problems with our program, please email [wrensclub@isd100.org](mailto:wrensclub@isd100.org) or [kbeck@isd100.org](mailto:kbeck@isd100.org)

Wrens Club Child Care Organization Chart:

## WRENSHALL SCHOOL DISTRICT ORGANIZATIONAL CHART



LAST UPDATED FEBRUARY 2025



Community Education Coordinator Schedule fall/spring schedule:

Monday 7:00 AM - 12:00 PM

Tuesday & Thursdays 9:30 AM - 3:30 PM

## Program Fees

Annual registration fee per family: \$50

### Flat rate for preschool wrap around (3 & 4 year olds) care: (School year 2024-25)

- \$80 / month Tuesday & Thursdays - 12:30-3:00
- \$20 / month bus pick up & drop off with breakfast (30 minutes of care 8:00-8:30 AM)

### Before & After School (K-6) Flat Rates:

Option 1 - Before School (20 days average per month / \$4.00 each morning)

(6:30 AM - 8:00 AM)

- Child 1: \$80/month
- Sibling: \$64/month - 20% discount

Option 2 - After School (has the option to attend after early release days)

(3:05 PM - 5:30 PM) (20 days average per month / \$6.00 each night / \$2.40 hour)

- Child 1: \$120/month
- Sibling: \$99/month - part time - 20% discount

Option 3 - Both Before & After School (has the option to attend when there is a teacher in service days - not on holidays, winter break or spring break)

- Child 1: \$160/month
- Sibling: \$128 - 20% discount

### After school snacks are provided

Lunch on days school is not in session and we provide childcare - families are responsible for packed lunches

Schedules need to be entered in the Brightwheel program a minimum of one week prior to care or emailed to [wrensclub@isd100.org](mailto:wrensclub@isd100.org).

Billing will be conducted off the monthly schedule submitted. Cancellations made less than one month in advance for any reason will not be deducted from billing. This will help us maintain our staff numbers.

\*No Call/No Show Finders fee           \$10

\*Show up fee – child here without being scheduled \$10

\*Late Pick-up/Early drop-off fee (before 6:30 AM/after 6:00 PM)\*\$10 first minute-\$1 per minute after 1<sup>st</sup> minute

\*Refunds are NOT issued for absences from scheduled days. To avoid No Call/No Show fee, email Wrens Club staff before **10 am** when they will not be attending child care for any reason. \*Parents who have frequent **No Call No Shows** or late pick up charges may have their child care suspended

**If your payments are not made and you go over 30 days you will be charged a \$20.00 late fee.**

**If your payments are not made and you go over 60 days you will be charged a \$40.00 late fee.**

**If your payments are not made and you go over 90 days you will automatically be sent to collections and your child care will be discontinued.**

**If you are sent to collections you will be charged an extra 37% to your bill for collection fees.**

Invoices will be made available to pay online. A 2% convenience fee is added to all credit card/debit card payments. ACH (checking account transfers) have a .6% fee added to them. Checks or money orders will be accepted during Community Education Office hours. Community Education hours are:

**In the event your schedule changes....**

**Absent Notification:** – The safety of your child(ren) is our primary concern. **Please email Wrens Club before 10:00 am if your child will not be coming after school. We are discontinuing the use of the B app.** You may email at any time. If we are not here, we will get the message first thing in the morning. **\*The elementary office cannot call to inform us of absences. The classroom teachers are also unable to call us if your child is absent.** If your child is scheduled to be at Wrens Club and does not come to us, we must look for them. This takes time and takes staff away from the other children. Our staff usually has at least 30 kids to check in after school and we need to know where they all are. To avoid a **No Call/ No Show fee**, please email Wrens Club staff before **10:00 am** if your child will not be attending child care for any reason. **Email to Wrens Club is the best form of notification so please send us an email if your schedule changes for any reason.** [Wrensclub@isd100.org](mailto:Wrensclub@isd100.org)

In the event that you will not be able to pick up your child on time, notify the Wrens Club staff immediately of the alternate arrangements. A late pick-up fee of \$10 for the first minute and \$1 each additional minute after 6:00 PM will be assessed. In addition, the following will happen:

**Attempt to Contact Time Frame:** If you are late in picking up your child, the following procedure will be followed:

After 10 minutes: Call parent/guardian

After 15 minutes: Call emergency contacts listed for child

After 30 minutes: Call the police. If you are more than thirty minutes late and we are unsuccessful in reaching you or an emergency contact person, the police **will** be called for further assistance.

**If you have picked up your child late more than once, or if you cancel your child's schedule on a consistent basis you are subject to discontinuation of child care.**

## Release of Children

Wrens club will only release children to the parent or person authorized on your emergency pick up list. They must be at least 16 years old to sign out your child. Please email [wrensclub@isd100.org](mailto:wrensclub@isd100.org) to inform us if someone other than you will pick up your child/ren. If a parent or other person appears physically/emotionally impaired to the extent that the staff is concerned that the child is at risk of danger, the staff person will call other people listed on the emergency list. If no one can be reached, we may need to call 911.

## Wrens Club offers:

- Educational and Recreational theme-based activities.
- Audio, Visual & Hands-on play and learning experiences.
- Physical Activity – Gym, Outside.
- Manipulative & Sensory Play.
- Quiet/Homework Time.
- Food Service Breakfast and Lunch Program (Summer requires a packed cold lunch).
- Morning and Afternoon snack.
- Technology.
- Skill Building.
- Games.
- Free Choice, Creative Play.

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**Wrens Club seeks to provide a quality program where:**

- Kids can be kids.
- The atmosphere is comfortable, relaxed, happy, and busy.
- The environment is conducive to a wide-range of opportunities both active and passive.
- There are a variety of age-appropriate activities and choices offered.
- The activities offered provide children with educational, social and recreational experiences.
- Individual differences are respected and valued.
- Staff are flexible and responsive to meet the needs of all children enrolled.
- There are clear and consistent rules enforced that ensure safety.
- Kids learn to resolve conflicts in a positive and effective manner.
- Parents are well informed about the program and feel comfortable with their choice of childcare.
- Families find the program to be flexible and affordable.

**Behavior****Wrenshall Public Schools Policy 514 expressly prohibits bullying, and outlines the procedures and regulations for bullying prevention and intervention, including:**

A person who engages in an act of bullying, reprisal, or false reporting of bullying shall be subject to discipline for the act in accordance with school district's policies and procedures. Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. The school district may take into account the following factors:

- The developmental and maturity levels of the parties involved.
- The levels of harm, surrounding circumstances, and nature of the behavior.
- Past incidences or past or continuing patterns of behavior.
- The relationship between the parties involved.
- The context in which the alleged incidents occurred.

**Wrens Club Behavior Expectations**

Please see attached behavior policy plans, one for PreK-2<sup>nd</sup> grade and one for grades 3-5. It is the goal of the Wrens Club program to guide children to be happy, responsible, cooperative participants in the program. We use positive, nonthreatening techniques that help the child become responsible for his/her actions. The child should also respect the rights and feelings of others.

- Be prompt and prepared.
- Respect authority.
- Respect the rights of others.
- Respect property.
- Display a concern for learning.
- Display appropriate social skills.

Wrens club Discipline Plan: Grades 3-6

Behavior	Step 1	Step 2	Step 3
<p><b>Mild Behaviors</b> Behaviors that demonstrate a lack of respect for the feelings of other IE: name calling, mocking, put downs, rude gestures (eye rolling, dirty looks, sighing), taunting and related behaviors.</p>	<p>*Staff has a conversation with student about behavior</p> <ul style="list-style-type: none"> <li>● Verbal Warning</li> <li>● Child writes Fix It plan</li> <li>● Staff documents incident &amp; parents sign</li> <li>● Staff talks face to face with parent about behavior &amp; goes over Fix It plan and student, staff &amp; parents sign &amp; date</li> </ul>	<p>*Staff has conversation with student about behavior</p> <ul style="list-style-type: none"> <li>● Time Out 2-5 minutes</li> <li>● Review Fix It Plan with staff</li> <li>● Logical consequence (loss of privilege in the activity for the day-going up the slide the wrong way/no slide for the day)</li> <li>● Staff documents the incident in the binder</li> <li>● Staff talks face to face with parent about behavior and go over Fix It plan and student, staff, and parent sign &amp; date</li> </ul>	<p>*Removal from program area</p> <ul style="list-style-type: none"> <li>● Removal from program for the rest of the day. Staff calls parent to come &amp; pick up child from program.</li> <li>● Letter of apology written by student</li> <li>● Personal Behavior Plan developed by student, parent, and Coordinator</li> <li>● Incident reported to Elementary Principal</li> <li>● Staff documents incident in binder</li> <li>● Staff talks face to face with parent about behaviors, Review Fix It plan &amp; all parties sign &amp; date</li> </ul>
<p><b>Moderate Behaviors</b> Behaviors that may cause injury IE: damaging property, rough play, exclusion, gossip/spreading rumors, insults, negative written notes, negative behaviors toward a specific person, and related behaviors.</p>	<p>Anyone with moderate behaviors should have a Fix It plan in place</p> <ul style="list-style-type: none"> <li>● Review Fix It plan</li> <li>● Removal from program for the rest of the day, staff call parents to pick up child</li> <li>● Letter of apology from child</li> <li>● Personal Behavior plan developed by student and parent. Return to Coordinator.</li> <li>● Staff documents in binder</li> <li>● Staff talks face to face with parents, goes over Fix It plan and all parties sign and date</li> </ul>	<ul style="list-style-type: none"> <li>● Review Personal Behavior plan</li> <li>● Removal of program for the rest of the day plus 1 day. Staff call parent to pick up child from program</li> <li>● Incident reported to Elementary Principal</li> <li>● Staff documents incident in binder</li> <li>● Parents and Coordinator must meet before the child can return to the program</li> </ul>	<ul style="list-style-type: none"> <li>● Child is removed from the program for a minimum of 5 program days. Staff call parent to pick up child.</li> <li>● Staff documents incident in binder</li> <li>● Parents, Coordinator, and Director must meet before child returns to the program</li> </ul>

<p><b>Severe Behaviors</b> Behaviors that cause injury IE: biting, harassment,(racial, ethnic, gender, or religious), stealing, hitting, kicking, punching, repeated/chronic failure to comply with rules, spitting, vandalizing, verbal or written threats, slapping, grabbing, hair pulling, kneeing, damaging property, and related behaviors.</p>	<p>Student with severe behaviors should have a Personal Behavior Plan in place already</p> <ul style="list-style-type: none"> <li>• Review Personal Behavior Plan</li> <li>• Removal from program for remainder of day plus 3 program days. Staff calls parents to pick up child.</li> <li>• Report incident to Elementary Principal</li> <li>• Staff documents incident in binder</li> <li>• Parent and coordinator must meet before child can return to program</li> </ul>	<ul style="list-style-type: none"> <li>• Removal of program for the rest of the day plus 9 program days. Staff calls parents to pick up child</li> <li>• Staff documents incident in the binder</li> <li>• Parents, Coordinator, and Director must meet before child can return to the program.</li> </ul>	<ul style="list-style-type: none"> <li>• Child is removed from program for a minimum of 27 program days</li> <li>• Staff documents incident in binder.</li> <li>• Parents, Coordinator, Director, and Elementary Principal must meet before child returns to program</li> </ul>
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\*\* Behavior is categorized as mild, moderate, or severe. Each incident in a category requires moving up a step in consequence.

Wrens Club "Individual Behavior Plan"

To be filled out by student & parent the evening of the event

Name\_\_\_\_\_

Date\_\_\_\_\_

I chose a behavior at Wrens Club that violates our behavior policy.

What I did\_\_\_\_\_

Because I have violated the behavior policy multiple times, and I did not follow my Fix It plan, the next time I break behavior rules, I will

\_\_\_\_\_ Not participate in group play for the rest of the day

\_\_\_\_\_ Time Out for 10 minutes and verbal apology to all people affected including other kids in the program

\_\_\_\_\_ Time Out for 20 minutes and write a letter of apology to all people affected including other kids in the program/ The letter will be read aloud to the group.

I will also choose a better behavior when I am feeling \_\_\_\_\_(fill in feeling at time of rule violation)

The behavior I will choose when I feel this way is\_\_\_\_\_

Student Signature\_\_\_\_\_

Parent Signature\_\_\_\_\_

Staff Signature\_\_\_\_\_ (sign when returned)

Date signed by Staff\_\_\_\_\_

Wrens Club "Fix It" Plan

Name \_\_\_\_\_

Date\_\_\_\_\_

I chose a behavior at Wrens Club that violates our behavior policy.

What I did\_\_\_\_\_

In the future I am going to make better choices. When I feel like I am going to break a behavior rule, I will choose to do this instead-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If I continue to violate the behavior rules in Wrens Club, I know I will be put on an individual behavior plan which could lead to suspension from the program.

Student Signature\_\_\_\_\_

Staff Signature\_\_\_\_\_

Parent Signature\_\_\_\_\_

Date Signed (parent)\_\_\_\_\_

**Wrens Club Behavior Plan  
Grades PreK- 2**

For students ages 3/4 through grade 2, we will continue to use the Red Choices/Green Choices Pyramid model for handling behavior.

If children bring home a red slip due to making "red" choices, please take time to talk through the behavior with your child and write out thoughtful answers to return the following day that they attend Wrens Club. We appreciate your help!

**Behavior Intervention Form**

Child's Name: \_\_\_\_\_

I broke the rules of behavior at Wrens club today.

What I did: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I believe I made others feel \_\_\_\_\_  
(emotion/physical feeling)  
with the way I acted.

In the future, I can stop breaking the behavior rules in Wrens Club by doing this instead

\_\_\_\_\_  
\_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Student Name \_\_\_\_\_  
(please have students attempt to write their name)

**PARENTAL HAND BOOK NOTIFICATION FORM**

Please sign and date below, indicating that you have read and understand all of the information provided in this Wrens Club Family Handbook.

*This form must be returned to Wrens Club staff along with your child's Enrollment Form and schedule, prior to their first day in the Wrens Club Program (one form per family).*

Name of Child/Children:

-----

Print Parent/Guardian Name:

-----

Parent/Guardian Signature

Date

-----



## Statement of Values

**Location 1**

207 Pioneer Dr  
Wrenshall, MN 55797-9000

<b>Building 1</b>	<b>Description:</b> 2 Story Modified Fire Resistive - Other Than Reinforced Masonry - Light Steel Building <b>In Protection Class:</b> 5 <b>Occupancy:</b> Wrenshall School K-12 - MAIN (2S)		
	<b>Coverage</b>	<b>100% Values</b>	<b>Value Type</b>
	Building	\$31,792,027.00	Replacement Cost
	PERSONAL PROPERTY OF YOUR BUSINESS	\$4,780,214.00	Replacement Cost
<b>Building 2</b>	<b>Description:</b> 1 Story Frame Building <b>In Protection Class:</b> 5 <b>Occupancy:</b> ATHLETIC STORAGE		
	<b>Coverage</b>	<b>100% Values</b>	<b>Value Type</b>
	Building	\$61,059.00	Replacement Cost
	PERSONAL PROPERTY OF YOUR BUSINESS	\$12,898.00	Replacement Cost
<b>Building 3</b>	<b>Description:</b> 1 Story Frame Building <b>In Protection Class:</b> 5 <b>Occupancy:</b> COLD STORAGE		
	<b>Coverage</b>	<b>100% Values</b>	<b>Value Type</b>
	Building	\$240,895.00	Replacement Cost
	PERSONAL PROPERTY OF YOUR BUSINESS	\$12,898.00	Replacement Cost



Building 4	<b>Description:</b> 1 Story Frame Building <b>In Protection Class:</b> 5 <b>Occupancy:</b> BUS GARAGE BUILDING 3 SIDED		
	<b>Coverage</b>	<b>100% Values</b>	<b>Value Type</b>
	Building	\$451,684.00	Replacement Cost
	PERSONAL PROPERTY OF YOUR BUSINESS	\$25,795.00	Replacement Cost
Building 5	<b>Description:</b> 1 Story Non-Combustible - Other Than Light Steel Building <b>In Protection Class:</b> 5 <b>Occupancy:</b> CAREER/TECH/ED BUILDING		
	<b>Coverage</b>	<b>100% Values</b>	<b>Value Type</b>
	Building	\$2,778,644.00	Replacement Cost
	PERSONAL PROPERTY OF YOUR BUSINESS	\$38,693.00	Replacement Cost
Special Class 1	<b>In Protection Class:</b> 5		
	<b>Coverage</b>	<b>100% Values</b>	<b>Value Type</b>
	BUILDING	32,638	Replacement Cost

Total Building	\$35,324,309.00 RC
Total Personal Property	\$4,870,498.00 RC
Total Property in the Open	\$32,638.00 RC

**Combined Total** **\$40,227,445.00**

1. Values shown must be 100% actual cash value or replacement cost and should reflect coverage basis for each item of buildings, personal property or both.
2. Value shall be submitted to insurance company, subject to its acceptance.
3. Nothing contained in these instructions shall be construed as changing in any manner the conditions of this policy.



4. The company may require this statement of values to be signed by the insured or in the case of firms, by a partner or an officer.

All values submitted are correct to the best of my knowledge and belief.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACT BY AND BETWEEN  
INDEPENDENT SCHOOL DISTRICT #100  
WRENSHALL, MINNESOTA  
AND  
GULL CREEK SERVICES**

**June 15, 2025 - June 30, 2026**

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**ARTICLE I  
PURPOSE**

The School Board of Independent School District No. 100, Wrenshall, Minnesota enters into this agreement with Dr. Frank Schill of Gull Creek Services, a legally qualified and licensed Superintendent, who agrees to perform the duties of Superintendent of Schools.

The School District and the Superintendent/Gull Creek Services agree as follows:

**ARTICLE II  
APPLICABLE STATUTE**

This contract is entered into pursuant to and in conformity with Minn. Stat. Sec.123B.143 which is incorporated herein and made a part hereof by this reference.

**ARTICLE III  
LICENSURE**

The Superintendent/Gull Creek Services shall furnish and maintain throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules and regulations. Failure to do so can and will result in immediate termination for cause.

**ARTICLE IV  
DURATION, EXPIRATION, TERMINATION AND MUTUAL  
CONSENT**

1. Duration.
  - a. This contract is for a term of one (1) year June 15, 2025 and ending June 30, 2026. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent in written form, or unless terminated as provided herein.
  
2. Subsequent Contract.
  - a. Notice by Superintendent/Gull Creek Services:

The notice provisions of this contract shall obligate the School Board only if no later than December 15, 2025 prior to the expiration of this contract the Superintendent provides written notice to each member of the School Board calling to the attention of members of the School Board the notice requirements as contained in this section of the Superintendent's contract.
  
  - b. Preliminary Notice--School Board:

In the event the School Board is contemplating not offering the Superintendent a subsequent contract, the School Board shall give preliminary written notice of such intent not to offer a subsequent contract no later than December 15, 2025 preceding the date of expiration of this contract. Failure to give such notice is not a material breach of this contract and is merely an expression of desire and intent of the parties. This contract is governed by the provisions of Article II which governs any extensions.

c. Request for Meeting:

Within ten calendar (10) days after receipt of an intent not to renew as provided in Paragraph b hereof, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions, the reasons therefore, and ways in which any concerns of the School Board might be addressed by the parties.

d. Meeting Between the Parties:

Upon receipt of such request, the School Board shall within fifteen (15) calendar days hold a meeting with the Superintendent.

e. Final Action--School Board:

The School Board shall delay taking final action on a subsequent contract for at least seven (7) calendar days after the meeting between the parties. However, the School Board shall take final action on a subsequent contract no later than January 31, 2026 and shall notify the Superintendent of such action in writing.

f. Effect:

The timeline provided herein is intended to provide both the School Board and the Superintendent with an appropriate process to address the subsequent contract issue and is not intended to bind both parties. This process is intended as a guideline which the parties agree to follow, but failure to do so shall not be considered as a material breach of this contract. The timeline provided herein may be extended or modified by written agreement.

3. Expiration.

This contract shall automatically expire at the end of the term specified in Section I hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent contract is entered into in accordance with M.S. § 123B.143

4. Termination during the Term.

The Superintendent/Gull Creek Services' employment may be subject to termination during the term of this contract pursuant to the grounds set forth in Minn. Stat. Sec. 122A.40, subdivisions 9 or 13., but except for purposes of describing grounds for discharge, the provisions of M.S. I 22A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. Or Subd. 13., it shall notify the Superintendent in writing of the proposed ground for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Char within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse

5. Mutual Consent.  
This contract may be terminated at any time by the parties by mutual consent of the School Board and the Superintendent/Gull Creek Services.
  
6. Superintendent Evaluation  
The School Board shall conduct a performance evaluation of the Superintendent/Gull Creek Services prior to December 1, 2025. The assessment shall reflect the essential superintendent duties and priority goals formally adopted by the School Board prior to September 15, 2025. The duties and goals shall accurately reflect the part-time (.5 FTE) employment status of the Superintendent within this agreement.

**ARTICLE V  
DUTIES**

The Superintendent/Gull Creek Services shall have charge of the administration of the schools under the direction of the School Board. The Superintendent/Gull Creek Services shall be the chief executive officer of the School Board; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the school district subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the School District, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent/Gull Creek Services shall abide by the policies, regulations, rules and procedures established by the School Board and the State Board of Education. The Superintendent/Gull Creek Services shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.

**ARTICLE VI  
DUTY YEAR AND LEAVES**

1. Basic Work Year.  
The Superintendent/Gull Creek Services' duty year shall be part-time (.5 FTE) for the entire 12.5-month contract year as provided herein and the Superintendent shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy. For the duration of this contract, the Superintendent/Gull Creek Services will work 2.5 days per week, unless otherwise arranged with the district.
  
2. Paid Time Off.  
Does not apply.

3. Holidays.  
The Superintendent/Gull Creek Services is not expected to work on the following holidays each contract year as designated by the School Board:

New Year's Day	Labor Day
President's Day (when school is not in session)	Thanksgiving
Good Friday	Friday after Thanksgiving (when school is not in session)
Easter Monday (when school is not in session)	Day before
Memorial Day	Christmas
Juneteenth	Christmas
Independence Day	Day after Christmas

4. Sick Leave.  
Does not apply.

5. Emergency Leave.  
The Superintendent/Gull Creek Services may be granted paid emergency leave during the contract year at the direction of the School Board.

6. Bereavement Leave.  
Does not apply.

7. Disability.  
Does not apply.

8. Medical Leave.  
a. The Superintendent/Gull Creek Services and School District agree to incorporate by reference and be bound by the provisions of M.S. I 22A.40, Subd. 12 relating to suspension and leave of absence for health reasons unless otherwise agreed to by the parties in written form.

If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to M.S. I 22A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence, without pay, up to one year in duration. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent when on medical leave of absence is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the

Superintendent shall pay the entire premium for such programs as the Superintendent wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. 122A.40, Subd. 12.

## **ARTICLE VII INSURANCE**

1. Health and Hospitalization and Dental.  
Does not apply.
2. Life Insurance.  
Does not apply.
3. Long Term Disability Insurance.  
Does not apply.
4. Liability Insurance.  
Does not apply.

**ARTICLE VIII  
OTHER BENEFITS**

1. Tax Sheltered Annuities.  
Does Not apply.
2. Conferences and Meetings.  
The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences, and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.
3. Auto and Home Damage.  
All claims for damage as a result of contracting with Independent School District #100 will be reimbursed the cost of the property deductibility not to exceed the deductible amount of the insurance policy or \$1,000, whichever is less.
4. Expense Reimbursements for Required Training/Education.  
Educational and training costs will be reimbursed for all expenses incurred due to the requirements of maintaining the Superintendent licensure.

**ARTICLE IX  
SALARY**

Gull Lake Services, the Superintendent shall be paid an annual contract of \$85,000 for services provided June 15, 2025 to June 30, 2026. During the term of this Contract, the contract may be modified, but shall not be reduced. The annual contract shall be paid in accordance with standard School District procedures.

**ARTICLE X  
OTHER PROVISIONS**

1. Outside Activities.  
While the Superintendent/Gull Creek Services shall devote part-time effort (.5 FTE) and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other business activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendency.
2. Dues.  
Gull Creek Services is encouraged to belong to and participate in appropriate professional educational and civic organizations where such membership will serve the best interests of the School District to include the Minnesota Association of School Administrators (MASA) and the national equivalent organization (AASA). The School District will not pay such professional organization membership dues as are required.

3. Other Applicable Provisions.

a. Computer Hardware and Software

The School District shall provide necessary hardware and software for School District use while away from the office and other technology considered necessary for both onsite and remote services provided by the Superintendent/Gull Creek Services. In the event of his/her termination of employment, the equipment and software will be returned to the district in working order. An annual review of laptop contents will be conducted by the Technology Coordinator to ensure the laptop was/is used for district purposes only.

b. Cell Phone

Superintendent/Gull Creek Services is not eligible for participating in the school district cell phone plan.

c. Vehicle Expense

Superintendent/Gull Creek Services is to provide their own vehicles/transportation and will not expense mileage to the school.

d. Indemnification and Provision of Counsel

In the event that an action is brought or a claim is made against the Superintendent/Gull Creek Services arising out of or in connection with their employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in Minnesota Statutes Chapter 466. This indemnification and defense obligation extends to all costs and fees incurred by the Superintendent in any internal investigation of a claim against the Superintendent that does not result or would not have resulted in substantial disciplinary action against the Superintendent (defined as sufficient to create public data under the final disposition of a disciplinary action provisions of Minnesota Statutes 13.43, Subd. 2). Payment of legal fees includes when the Superintendent incurs individual legal costs in serving as a witness in a claim against the School District. Nothing herein affects the Superintendent's right to legal counsel of the Superintendent's choice. Nothing herein affects the parties' right to negotiate payment of legal fees as part of a separation agreement.

**ARTICLE XI  
SEVERABILITY**

If any provision of this contract is held to be invalid by operation of law the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

This revised contract shall be effective only upon signatures of the Superintendent and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF,  
I have subscribed my signature  
this 9 day of June 2025



Superintendent of Schools

IN WITNESS WHEREOF,  
I have subscribed my signature  
this \_\_\_ day of June 2025

---

School Board Chair

*[Faint handwritten scribbles]*



HILLYARD / MINNEAPOLIS  
 274 APOLLO DRIVE  
 LINO LAKES MN 55014

Phone: 763 746 2800  
 Fax: 763 746 2850

# Quotation

### Sold-to Party Address

WRENSHALL ISD 100  
 COUNTY OF CARLTON  
 207 PIONEER DR  
 WRENSHALL MN 55797-9000  
 Customer Phone: 218-384-4274

[www.hillyard.com](http://www.hillyard.com)

### Information

**Quotation No.** 25423540  
 Valid from 05/15/2025 to 09/30/2025  
**Document Date** 05/15/2025  
**Customer No.** 346267  
**Customer P.O.** 346267sapdoa@hillyard  
**Account Manager** MATT KOZEL  
**Phone**  
**Ship By** Ground Standard

Entered By: 346267sapdoa

Page 2 of 2

### Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
			Subtotal	2,435.24
			Gross Price	2,435.24
	Tax and Freight charges are subject to change.			
	<b>AEPA/CPC Contract 023-B</b>		+ Labor if Wanted	\$1,118.70
	Pricing subject to change in accordance with global tariffs.			
	<b>DO NOT PAY FROM THIS QUOTATION!</b>			

OK JAT

6/9/25

INDEPENDENT SCHOOL DISTRICT 93  
Carlton Minnesota 55718



Agreement between Carlton Public Schools and Wrenshall Public Schools  
For Administrative Host Duties

This Agreement ("Agreement") is made and entered into between Carlton Public Schools ("Carlton") and Wrenshall Public Schools ("Wrenshall") effective as of July 1st, 2024 and shall continue in effect until June 30th, 2025 ("Term").

**Services:** Wrenshall Schools agrees to contract with Carlton Schools for their proportional share of administrative host services for the The Carlton/Wrenshall Raptor Student Activities Cooperative. Carlton Schools shall provide (all) administrative host services (to include employing a qualified Activities Director) for a total of 5 hours per week for 52 weeks at a rate of \$50.00 per hour

**Payment:** Total cost of services equals \$13,000. Wrenshall shall pay Carlton half of the total cost of services equal to the sum of \$6500.00 per year for all administrative host services provided by Carlton School District. Carlton will invoice Wrenshall at the end of the fiscal year, at which time payment of \$6500.00 will be required.

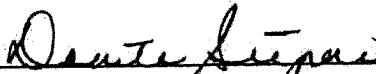
**Termination:** This Agreement shall commence on 7/1/24 and shall continue in effect until 6/30/2025, unless earlier terminated by mutual agreement of the Parties or as otherwise provided herein. Either Party may terminate this Agreement upon request.

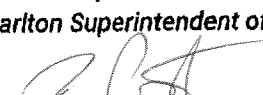
**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of MN, without regard to its conflict of law provisions.

**Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

**Amendment:** This Agreement may be amended only by a written instrument executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

  
\_\_\_\_\_  
Donita Stepan - Carlton Public Schools  
Carlton Superintendent of Schools  
Date 6-21-24

  
\_\_\_\_\_  
Jeff Pesta - Wrenshall Public Schools  
Wrenshall Superintendent of Schools  
Date 6/24/24

District Offices  
PO Box 310  
405 School Ave  
Carlton MN 55718  
(218) 384-4225 Option 1  
(218) 384-3543 Fax

South Terrace Elementary School  
PO Box 620  
530 Stine Drive  
Carlton MN 55718  
(218) 384-4225 Option 3  
(218) 384-4039 Fax

Carlton High School  
PO Box 310  
405 School Ave  
Carlton MN 55718  
(218) 384-4225 Option 2  
(218) 384-3607 Fax



# WRENSHALL PUBLIC SCHOOL DISTRICT

Jeff Pesta – Superintendent  
Michelle Blanchard – Principal

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Agreement between Carlton Public Schools and Wrenshall Public Schools

For Administrative/Fiscal Host Duties

This Agreement ("agreement") is made and entered into between Carlton Public Schools ("Carlton") and Wrenshall Public Schools ("Wrenshall") effective as of July 1st, 2025 and shall continue in effect until June 30th, 2026 ("Term").

**Services:** Carlton School District agrees to contract with Wrenshall School District for their proportional share of administrative host services for the The Carlton/Wrenshall Raptor Student Activities Cooperative. Wrenshall School shall provide (all) administrative and fiscal host services.

For the duration of this agreement, Carlton will employ the current Raptor's Athletic Director. Wrenshall will reimburse their 50% of that athletic director's contract to Carlton. If the current athletic director leaves their position, Wrenshall will hire a new athletic director. The athletic director will report to Wrenshall's Superintendent.

**Payment:** Total cost of services equals \$8000. Carlton shall pay Wrenshall half of the total cost of services equal to the sum of \$4000 per year for all administrative host services provided by Wrenshall School District. Wrenshall will invoice Carlton at the end of the fiscal year, at which time payment of \$4000 will be required.

**Termination:** This agreement shall commence on 7/1/2025 and shall continue in effect until 6/30/2026, unless earlier terminated by mutual agreement of the Parties or as otherwise provided herein. Either Party may terminate this Agreement upon request.

**Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of MN, without regard to its conflict of law provisions.

**Entire Agreement:** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

Amendment: This Agreement may be amended only by a written instrument executed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

\_\_\_\_\_ Date \_\_\_\_\_

Laura Nilsen - Carlton Public Schools  
Board Chair

\_\_\_\_\_ Date \_\_\_\_\_

Jeff Pesta - Wrenshall Public Schools  
Wrenshall Superintendent of Schools



**2025-2026 RESOLUTION FOR MEMBERSHIP  
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE  
Membership Renewal Form**

**This form must be completed once for each school in the district.**

**Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2025. Retain one copy for the school files.**

**RESOLVED**, that the Governing Board or Entity of \_\_\_\_\_ (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

**FURTHER RESOLVED**, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

**FURTHER RESOLVED**, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

***Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.***

*Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.*

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

**The following is taken from the MSHSL Constitution:**

**208.00 LOCAL CONTROL**

**208.01 Designated School Representatives**  
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

**One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.**

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

**208.02 Designated Activity Representatives**  
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

**208.03 Local Advisory Committee**  
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

\_\_\_\_\_  
Name of School (Please Print)

**208.01 VOTE ON BEHALF OF THE HIGH SCHOOL**

\_\_\_\_\_  
(Designated School Board Member – please print)

\_\_\_\_\_  
(Designated School Representative – please print)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

**208.02 ACTIVITY REPRESENTATIVES**

\_\_\_\_\_  
(Boys Sports – please print)

\_\_\_\_\_  
(Girls Sports – please print)

\_\_\_\_\_  
(Speech – please print)

\_\_\_\_\_  
(Music – please print)

**208.03 LOCAL ADVISORY COMMITTEE MEMBERS**

\_\_\_\_\_  
(Board Member—please print)

\_\_\_\_\_  
(Student—please print)

\_\_\_\_\_  
(Parent—please print)

\_\_\_\_\_  
(Faculty Member—please print)

\_\_\_\_\_  
(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: \_\_\_\_\_  
(Clerk/Secretary - Local Governing Board)

Print Name: \_\_\_\_\_  
(Superintendent or Head of School)

Signed: \_\_\_\_\_  
(Clerk/Secretary - Local Governing Board)

Signed: \_\_\_\_\_  
(Superintendent or Head of School)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Arrowhead Regional Computing Consortium**  
 4884 Miller Trunk Hwy Ste 300  
 Hermantown Mn 55811  
 Ph 218.723.1700 Fax 218.723.1923

# INVOICE

Number	Date	Page
2119	07/01/2025	Pg 1 of 1

Ext Invoice No Ref:

Bill To: ISD #100  
 WRENSHALL SCHOOL DISTRICT  
 207 PIONEER DRIVE  
 WRENSHALL MN 55797

Email: bpeterson@isd100.org  
 FY26 Membership billing

Customer	Cus Phone	Cus Fax	Terms	Due Date
1-1051			Due on Receipt	07/01/2025
ISD #100				

No.	SKU Code/Description/Comments	U/M	Units	Rate	Total
1	Base Membership Dues		1.00	3,600.00	3,600.00
2	APU Membership Dues		365.57	5.00	1,827.85
3	Finance/UFARS Dues		365.57	16.00	5,849.12
4	Payroll/STAR Dues		1.00	6,590.04	6,590.04
5	ARCC Infinite Campus Support		1.00	3,529.00	3,529.00
6	MARSS, EdFi, CRDC, MCCC Support		1.00	2,450.00	2,450.00

Each district may allocate up to 70.24% of this bill against Operating Capital revenue.

Invoice may be paid in two installments: 1/2 due July 1, 1/2 due January 1.

<b>Subtotal</b>	\$23,846.01
<b>Sales Tax</b>	\$0.00
<b>Invoice Total</b>	\$23,846.01
<b>Payment Received</b>	\$0.00
<b>Discounts Given</b>	\$0.00
<b>Balance Due</b>	\$23,846.01

Arrowhead Regional Computing Consortium  
 Statistic and Fee Change Analysis FY 2024-2025 vs 2025-2026  
**Wrenshall**

<b>Statistics</b>	<b>2025-2026</b>	<b>2024-2025</b>	<b>\$ Change</b>	<b>% Change</b>
Adjusted Pupil Units	365.57	374.44	-8.87	-2.37%
Payroll Runs Processed	26	32	-6	-18.75%
PR Forms Processed	1,933	1,989	-56	-2.82%
Average Daily Membership	330	340	-10	-2.94%

<b>Fee Legend</b>	<b>Unit Measurement</b>	<b>2025-2026</b>	<b>2024-2025</b>	<b>\$ Change</b>	<b>% Change</b>
Base Membership	Per Entity	\$3,600.00	\$3,500.00	\$100.00	2.86%
Membership Dues	Per Adjusted Pupil Unit	\$5.00	\$4.75	\$0.25	5.26%
Finance/UFARS Support	Per Adjusted Pupil Unit	\$16.00	\$15.75	\$0.25	1.59%
Payroll/STAR Support	Per Adjusted Pupil Unit	\$12.00	\$11.75	\$0.25	2.13%
Payroll Runs	Per Payroll Runs Processed	\$55.00	\$55.00	\$0.00	0.00%
Payroll Forms	Per Payroll Forms Processed	\$0.40	\$0.40	\$0.00	0.00%
Infinite Campus/MARSS Support	Per Adjusted Pupil Unit/Min \$5,550 + \$.80 Per APU	\$11.50	\$11.00	\$0.50	4.55%
Other SIS MARSS Support	Per Entity	\$2,450.00	\$2,450.00	\$0.00	0.00%
	Minimum	\$5,550.00	\$5,550.00	\$0.00	0.00%
	Per APU	\$1.30	\$0.80	\$0.50	62.50%

<b>Fees Billed</b>	<b>Unit Measurement</b>	<b>2025-2026</b>	<b>2024-2025</b>	<b>\$ Change</b>	<b>% Change</b>
Base Membership	Per Entity	\$3,600.00	\$3,500.00	\$100.00	2.86%
Membership Dues	Per Adjusted Pupil Unit	\$1,827.85	\$1,778.59	\$49.26	2.77%
Finance/UFARS Support	Per Adjusted Pupil Unit	\$5,849.12	\$5,897.43	(\$48.31)	-0.82%
Payroll/STAR Support	Per Adjusted Pupil Unit	\$4,386.84	\$4,399.67	(\$12.83)	-0.29%
Payroll Runs	Per Payroll Runs Processed	\$1,430.00	\$1,760.00	(\$330.00)	-18.75%
Payroll Forms	Per Payroll Forms Processed	\$773.20	\$795.60	(\$22.40)	-2.82%
Infinite Campus/MARSS Support	Per Adjusted Pupil Unit/Min \$5,550 + \$.75 Per APU	\$5,979.00	\$5,822.00	\$157.00	2.70%
Other SIS MARSS Support	Per Entity	\$0.00	\$0.00	\$0.00	N/A

<b>Total</b>		<b>\$23,846.01</b>	<b>\$23,953.29</b>	<b>(\$107.28)</b>	<b>-0.45%</b>
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<b>Analysis of Fee Changes</b>	<b>2025-2026</b>	<b>2024-2025</b>	<b>\$ Change</b>	<b>% Change</b>
Fees Charged per Entity	\$3,600.00	\$3,500.00	\$100.00	2.86%
Fees Charged on Pupil Units	\$18,042.81	\$17,897.69	\$145.12	0.81%
Fees Charged on Payroll Usage	\$2,203.20	\$2,555.60	(\$352.40)	-13.79%
<b>Total Fee Change</b>	<b>\$23,846.01</b>	<b>\$23,953.29</b>	<b>(\$107.28)</b>	<b>-0.45%</b>

# Arrowhead Regional Computing Consortium

## Historical Fee Comparison

### Wrenshall

Fiscal Year	<u>25-26</u>	<u>24-25</u>	<u>23-24</u>	<u>22-23</u>	<u>21-22</u>
<b>Pupil Measurement Type</b>	Adjusted Pupil Units	Adjusted Pupil Units	Adjusted Pupil Units	Adjusted Pupil Units	Adjusted Pupil Units
<b>Pupil Units</b>	365.57	374.44	397.81	394.68	399.34
<b>Base Membership</b>	3,600	3,500	3,400	3,250	3,250
<b>Membership Dues</b>	1,828	1,779	1,790	1,677	1,697
<b>Total Membership Fees</b>	<u>5,428</u>	<u>5,279</u>	<u>5,190</u>	<u>4,927</u>	<u>4,947</u>
<b>Finance/UFARS Fees</b>	5,849	5,897	6,166	6,019	6,090
<b>Payroll/STAR Fees</b>	6,590	6,955	7,102	6,673	6,762
<b>Total Finance &amp; Payroll Fees</b>	<u>12,439</u>	<u>12,852</u>	<u>13,268</u>	<u>12,692</u>	<u>12,852</u>
<b>Campus Student Support</b>	5,979	5,822	5,848	5,747	5,750
<b>Total Student Fees</b>	<u>5,979</u>	<u>5,822</u>	<u>5,848</u>	<u>5,747</u>	<u>5,750</u>
<b>Total ARCC Services</b>	<u><b>23,846</b></u>	<u><b>23,953</b></u>	<u><b>24,306</b></u>	<u><b>23,367</b></u>	<u><b>23,549</b></u>
	<b>1 Year</b>	<b>5 Years</b>			
<b>\$ Change</b>	-107	297			
<b>% Change</b>	-0.447%	1.26%			



**Minnesota School Boards Association**  
**1900 West Jefferson Avenue**  
**St. Peter, MN 56082-3015**  
**507-934-2450 or 800-324-4459**

<b>Invoice</b>	INV-13765-Y5X6R3
<b>Date</b>	7/1/2025
<b>Amount Due</b>	\$6,805.00
<b>Date Due</b>	8/15/2025

Wrenshall  
 207 Pioneer Dr  
 Wrenshall, MN 55797-9000

<b>Customer Name</b>	<b>Purchase Order No.</b>		
Wrenshall			
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Ext. Price</b>
BoardBook Subscription - Wrenshall	1	\$2,950.00	\$2,950.00
Policy Services Subscription - Wrenshall	1	\$760.00	\$760.00
ISD Membership - Wrenshall	1	\$3,095.00	\$3,095.00

COPY

Dues for your district are based on "Average Daily Membership of Students Served" for the fiscal year ended June 30, 2024, as provided by the Minnesota Department of Education.

MSBA is not able to accept Credit, Debit, or Procurement Cards as a method of payment of your 2025-2026 Dues Invoice. Please remit payment of this invoice to MSBA by CHECK. Thank you for your cooperation.

In accordance with IRS Code Sec. 6113, contributions or gifts (including membership dues) to MSBA are not deductible as charitable contributions for Federal income tax purposes.

<b>Subtotal</b>	\$6,805.00
<b>Total</b>	\$6,805.00



# Wrenshall Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

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## Board of Education Committee Acknowledgement

Date: Jun 9, 2025

Committee Title: AD HOC **Student Drop Off + Pick Up Procedures**

Statutory Reference: A district strategic plan for student drop off and pickup is not mandated in state statute, but the powers and responsibilities of school boards, including their authority to manage and superintend the schools are outlined in the following:

### **Minnesota Statute 123B.09**

### **BOARDS OF INDEPENDENT SCHOOL DISTRICTS**

Members: Board Liaisons: Mary Carlson and Ashley Laveau  
Staff: Kirk Hill, Michelle Blanchard, Josiah Davey

Participant Compensation:

- Community members are volunteers.
- Staff compensation options - meetings during school hours, Schedule D for instructional staff outside of school hours.
- School Board Directors - committee time is included in their compensation.

Budget: None.

Annual Reporting Date: August 2025, whereafter the committee will no longer exist.

### **Mission:**

The mission of the Wrenshall School District ISD 100 **Student Drop-Off and Pickup Procedures Committee** is to develop and recommend a safe and efficient plan for student arrival and departure, ensuring smooth operations for both parents and buses. The committee will consider current drop off and pick up procedures and recommend any necessary changes - both long and short term - to enhance student safety during these transitional times.

The committee will present its findings to the school board in August 2025.

**121A.08 SMUDGING PERMITTED.**

An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

**History:** *2024 c 109 art 2 s 19*

## **419.1 SMUDGING**

### **I. PURPOSE**

It is the purpose of this policy to establish a standard for smudging ceremonies to be followed in the Wrenshall Public School District. This policy allows for students, staff, elders, and cultural teachers who identify as members of an American Indian Tribe to conduct individual or group smudging.

### **II. GENERAL STATEMENT**

Wrenshall Public School District is committed to creating an open and respectful campus climate for all. The district recognizes plants such as sage, sweetgrass, traditional tobacco, and cedar as traditional American Indian medicines and essential elements of purification and cultural ceremony.

(MN Statute 144.4167) It shall not be a violation of policy for an American Indian adult to light tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices.

This policy provides direction to the school community for respectful engagement in these traditions.

### **III. DEFINITIONS**

The smudging or cleansing ceremony is a cultural practice among American Indian communities. It is a traditional practice that is intended to help ground people in mindfulness and center them in their daily activities. It involves burning sacred plant medicines. Commonly used plants in this practice include sage, sweetgrass, traditional tobacco, and cedar. These plant medicines can be used for smudging either individually or in combination.

Smudging is voluntary and people are never forced or pressured to engage in the ceremony.

Smudging is a tradition common to many American Indian people including those in the Wrenshall Public School District.

#### **IV. PROCEDURE**

1. A smudge is to be led by a person who has an understanding of what a smudge is and why it is done. That person may be a cultural teacher or another staff person who is knowledgeable about the tradition of smudging.
2. Upon appropriate notification to the building principal, American Indian staff and/or cultural teachers will be able to use plants such as sage, sweetgrass, traditional tobacco, and cedar to conduct individual or group smudging.
3. Giving notice recognizes the importance of smudging as a cultural practice.
4. Advanced notice also reduces the number of inquiries regarding the smell of smoke.
5. Responsibility for the safe and appropriate use of traditional American Indian medicines rests with the lead participant(s) of the event.
6. The adult supervisor responsible for the smudge must know the location of the nearest fire extinguisher and be aware of nearby combustible materials. The smudge bowl must rest in an area with non-combustible materials. The smudge bowl used must be capable of withstanding the heat of the smudge bundles and never left unattended. Embers must be kept in a heat/fire proof container until cold to the touch before discarding. *Note: Contents of the container are to be returned to Mother Earth as is traditional custom once the risk of fire has been eliminated.*
7. The area being used and students attending must be supervised by program staff during the smudging ceremony.

**Legal References:** Minn. Stat. § 144.4167 Subd. 2. (Traditional Native American ceremonies)

Minn. Stat. § 121.08. Smudging Allowed

**Cross References:** MSBA/MASA Model Policy 419 (Tobacco-Free Environment)



# Wrenshull Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

June 9, 2025

I, \_\_\_\_\_, introduce the following resolution and move for its adoption:

## RESOLUTION FOR ACCEPTANCE OF DONATIONS

WHEREAS the following have been generously donated:

<u>Amount/Value of Item</u>	<u>Donor</u>
\$300 for Family Ball	Township of Silver Brook
\$500 for Images Newsletter	Township of Silver Brook

\_\_\_\_\_ duly seconded the motion for adoption of the foregoing resolution.

Voting in favor of the resolution:

THEREFORE, BE IT RESOLVED by the Wrenshull Board of Education to gratefully accept these gifts.

The foregoing resolution was approved on:  
June 9, 2025

SCHOOL BOARD OF INDEPENDENT DISTRICT 100

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District Clerk



# Wrenshall Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

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June 9, 2025

## Request to Post Vacancies

1. Elementary Teacher, first grade, effective August 26, 2025.
2. Anticipated Vacancies, elementary teachers, effective August 26, 2025.