

Mission: Lifelong learners will be inspired and developed through effective teaching in a safe and caring environment.
Vision: Respect – Pride – Excellence for All



AGENDA
BOARD OF EDUCATION – REGULAR MEETING
Instructional Planning Center/Huron Arena
Monday, February 13, 2023
5:30 p.m.



1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Adoption of the Agenda**
5. **Dates to Remember**

February 17	No School
February 20	President's Day – No School
February 22	Huron School Board will be recognized by the South Dakota State Legislature in the House and Senate Chambers for receiving the School Board Award of Excellence
February 24	5:00 p.m. – Deadline for Filing Nominating Petitions for School Board Election
February 27	Board of Education Meeting – 5:30 p.m. – IPC
March 1	Early Release
March 10	No School – Spring Break
March 13	Board of Education Meeting – 5:30 p.m. – IPC
March 17	No School – Spring Break
March 27	Board of Education Meeting – 5:30 p.m. – IPC
April 11	School Board Election
6. **Community Input on Items Not on the Agenda**
 - See Policy BFB – **Public Participation at Board Meetings** – for more information
7. **Conflict Disclosure and Consideration of Waivers** – The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
 - a)
8. **CONSENT AGENDA**

The superintendent recommends approval of the following:

 - a) **Approval and/or Corrections of Minutes of Previous Meeting**
 - b) **Approval and/or Corrections of the Financial Report**
 - c) **Consideration and Approval of the Bills**
 - d) **New Hires to the District**

Classified personnel and substitute teachers must be approved in order to be covered by our workmen's compensation plan.

 - 1) Chenoa Harris/Volunteer/Madison 2-3 Center
 - 2) Teresa Nelson/Substitute Teacher - \$160 per day/Substitute Para-Educator - \$19.16 per hour
 - 3) Sarah May/Volunteer/District
 - 4) Tayah Schraut/SPED Para Educator-Buchanan-\$19.16 per hour

- 5) Jordan Haaland/ Substitute Teacher - \$160 per day/Substitute Para-Educator - \$19.16 per hour
 - 6) Audrey Rubish/ Substitute Teacher - \$160 per day/Substitute Para-Educator - \$19.16 per hour
 - 7) Bernell Buckmaster/ Substitute Teacher - \$160 per day/Substitute Para-Educator - \$19.16 per hour
 - 8) Dee Tun/School Nutrition-MS Assistant Cook/\$19.80 per hour
 - 9) June Flowers/ TAP Site Greeter - \$18.11 per hour, TAP Classroom Leader - \$18.11 per hour
 - 10) Nancy Kempf/On-Site Leader for Traffic Control & Pedestrian Crossing - \$28 per day
 - 11) Michelle Kinney/School Nutrition-MS Head Cook/\$19.61 per hour
 - 12) Vincent Ramos/Para Educator-Madison/\$19.51 per hour
 - 13) Angie Rans/Volunteer – Destination Imagination
 - 14) Lora Katz/School Nutrition-Holy Trinity Satellite/\$18.73 per hour
 - 15) Austin Gross/ Substitute Teacher - \$160 per day/Substitute Para-Educator - \$19.16 per hour
 - 16) The following High School students will begin working at Madison 2-3 Center: Kaeden Wehrmann (9 gr), Alivia Cunard (9 gr), Mackenzie Hershman (10 gr), Heaven Gainey (12 gr), Paw Bor Wah (10 gr), Angel Olivo Porcayo (12 gr), Saybl McDermaid (12 gr), Maria Wilson (10 gr), Chasety Christensen (11 gr), Jackson Reno (11 gr), Makenzie Siemonsma (11 gr), Estar Ner (11 gr), Ireland Hennrich (11 gr), SoRo Paw (11 gr), Dah Christ Moo (11 gr), Cadence Kogel (10 gr), Marisol Dubon (11 gr), Kirsten DeGeest (10 gr) / Student-Teacher Assistants/\$13.74 per hour
 - 17) Bailey Thompson// Substitute Teacher - \$160 per day/Substitute Para-Educator - \$19.16 per hour
- e) **Resignations for Board Approval**
- 1) Mark Owens/Nutrition-High School/6 years (end of year)
 - 2) Donna Weber/Nutrition-High School/4 years (end of year)
- f) **Contracts for Board Approval**
- 1) Kristie Clark/SPED Teacher-Madison/\$56,184 per year
- g) **Request to Accept Cash-Wa Buller Fixture Bid for a Commercial Dishwasher for the High School Kitchen**
- h) **Revised Proposal from JLG Architects for Tennis Court Project**
- i) **Revised Proposal from JLG Architects for Arena Air Conditioning**
- j) **Intent to Apply for Grant Funding**
- | | |
|------------------------|---|
| Group Applying | Madison 2-3 Center SLC Classroom |
| Contact Person | Brittni Strand |
| Name of Award | American Bank & Trust Spirit Card |
| Name of Funder | American Bank & Trust |
| Amount to be Requested | \$700 |
| Project Focus | Purchase Osmo's for classroom iPad to reinforce reading & math skills |
- k) **Intent to Apply for Grant Funding**
- | | |
|-----------------------|--|
| Group Applying | Tiger After School Program |
| Contact Person | Linda Pietz |
| Name of Award | 21 st Century Community Learning Center Grant |
| Name of Funder | SD Department of Education |

- | | |
|------------------------|---|
| Amount to be Requested | \$300,000 |
| Project Focus | Enhance educational opportunities for the Youth of our district |
- l) **Intent to Apply for Grant Funding**
- | | |
|------------------------|---|
| Group Applying | Dayna Winter w/Makerspace |
| Contact Person | Dayna Winter, HMS Library/Makerspace |
| Name of Award | American Bank & Trust Spirit Card |
| Name of Funder | American Bank & Trust |
| Amount to be Requested | \$2,300 |
| Project Focus | Provide additional hand on project opportunities for the enhanced STEM Learning in the HMS Library Makerspace |
- m) **Intent to Apply for Grant Funding**
- | | |
|------------------------|--------------------------------------|
| Group Applying | Brandi Knippling/Buchanan K-1 Center |
| Contact Person | Brandi Knippling |
| Name of Award | American Bank & Trust Spirit Card |
| Name of Funder | American Bank & Trust |
| Amount to be Requested | \$139.98 |
| Project Focus | Flexible seating for floor |
- n) **Intent to Apply for Grant Funding**
- | | |
|------------------------|---|
| Group Applying | Caiti Ziegenbein |
| Contact Person | Caiti Ziegenbein |
| Name of Award | American Bank & Trust Spirit Card |
| Name of Funder | American Bank & Trust |
| Amount to be Requested | \$125 |
| Project Focus | Classroom materials (dry erase boards & pouches, POD swing, laminating pouches) |
- o) **Intent to Apply for Grant Funding**
- | | |
|------------------------|---|
| Group Applying | HMS Social Studies Team-Andrew Raml, Derek Schaefer, Carson Britzman, Cory Weeks |
| Contact Person | Andrew Raml |
| Name of Award | American Bank & Trust Spirit Card |
| Name of Funder | American Bank & Trust |
| Amount to be Requested | \$3,000-\$4,000 |
| Project Focus | Provide virtual experiences for students in the areas of history & geography. The device would allow students to have a more interactive experience, one they may not be able to have any other way |
- p) **Intent to Apply for Grant Funding**
- | | |
|------------------------|--|
| Group Applying | Special Education: Elementary SLC Classrooms |
| Contact Person | Ralyna Schilling |
| Name of Award | Huron Community Foundation - WINGS |
| Name of Funder | WINGS |
| Amount to be Requested | \$5,000 |
| Project Focus | Provide virtual experiences for students in the areas of history & geography. The device would allow students to have a more |

interactive experience, one they may not be able to have any other way

- q) **Intent to Apply for Grant Funding**
Group Applying HHS Post Prom Committee
 Contact Person Ranae Puterbaugh
 Name of Award Northwestern Energy Charitable Contribution Grant
 Name of Funder Northwestern Energy
 Amount to be Requested \$2,000
 Project Focus To provide a safe & drug-free event for youth after Prom
- r) **Intent to Apply for Grant Funding**
Group Applying HHS Post Prom Committee
 Contact Person Ranae Puterbaugh
 Name of Award Huron Youth Leadership Council Grant
 Name of Funder HYLC
 Amount to be Requested \$500
 Project Focus To provide a safe & drug-free event for youth after Prom
- s) **Intent to Apply for Grant Funding**
Group Applying HHS Post Prom Committee
 Contact Person Ranae Puterbaugh
 Name of Award Huron Community Foundation Grant
 Name of Funder Huron Community Foundation
 Amount to be Requested \$2,000
 Project Focus To provide a safe & drug-free event for youth after Prom
- t) **Intent to Apply for Grant Funding**
Group Applying Preschool Partnership Program
 Contact Person Jolene Konechne
 Name of Award Huron Youth Leadership Council
 Name of Funder HYLC
 Amount to be Requested \$500
 Project Focus Addressing unserved children in a preschool program
- u) **Rehiring of Administrators for the 2023-2024 School Year**
 Administrators will be rehired at a salary to be set at a later date
Administrators are listed below:
 Roger Ahlers Kathie Bostrom
 Peggy Heinz Jolene Konechne
 Rodney Mittelstedt Linda Pietz
 Terry Rotert Heather Rozell
 John Halbkat Amanda Reilly
 Ralyna Schilling Laura Willemsen
 Mike Radke Kari Hinker
 Lyndi Hudson
- v) **E-Rate Contracts for the following: Internet service to Our Home School, Huron Colony School & purchasing of 10 network switches to increase network capacity.**

(The consent agenda may be approved with one motion. However, if a board member wishes to separate an item for discussion, he/she may do so.

9. **CELEBRATE SUCCESSES IN THE DISTRICT**

Congratulations to:

- **Tiffany (Purchasing-Business Office) & Colton Eckmann** on the birth of their daughter Amara Rose. She was born January 24th, weighing 8 lbs, 5 oz and 21.25" long
- **James Stueckrath (HS Band Director)** for receiving the 2023 Dennis Hegg Young Director Award from the South Dakota Bandmasters Association.

Thank You to:

- **Paula Kingery** for her donation of winter gear to the Buchanan K-1 Center, on behalf of her parents, **Paul and Joyce Kingery**
- **First Presbyterian Church** for the donation of undergarments for McKinley Learning Center
- **Hope Lutheran Church** for mittens and hats donated to McKinley Learning Center
- **the family of Beverly Kempf (Nancy Kempf's Mother-in-Law)** for the donation to Washington School for supplies

10. **REPORTS TO THE BOARD**

- a) **Classified Employee of the Month – Presented by Kari Hinker Bill Westerberg, Title Para Educator, Washington 4-5 Center,** has been selected as Classified Employee of the Month for February 2023. Nomination comments are included in this packet. Congratulations Bill!
- b) **LAN Report – Tim Van Berkum**
- c) **TIF Committee**
- d) **Business Manager's Report**
- e) **Superintendent's Report**

11. **OLD BUSINESS**

- a) **Draft Calendars 2023-2024 & 2024-2025 - Calendar Committee Recommendation – 2nd Reading**
- b) **Policy GCD Professional Staff Hiring – 2nd Reading**
- c) **Policy IFCD – Bullying – 1st Reading**

12. **NEW BUSINESS**

- a) **Contract with JLG for CTE Renderings and Cost Estimate**
- b) **Contract with JLG for Architectural Services for the Arena A/C Project**
- c) **Bus Bid Unit #1 – 77 Passenger**
- d) **Bus Bid Unit #2 – 21 Passenger**

13. **EXECUTIVE SESSION**

1-25-2 Executive or closed meetings may be held for the sole purposes of:

(4) Preparing for contract negotiations or negotiating with employees or employee representatives.

14. **ADJOURNMENT**

I am resigning at the end of this
school year 2023.

Mark A. Owens

Date Jan. 30, 2023

Letter of Resignation

Donna Weber
551 Kansas Ave SE
Huron, South Dakota 57350

February 7, 2023

Huron School District Nutrition
Attn: Amanda Reilly & Kelly Christopherson
Huron, South Dakota 57350

Dear Mrs. Amanda Reilly & Kelly Christopherson,

Please accept this as formal notice of my resignation from the position of High School Cashier/Helper at Huron School District Nutrition, effective fifteen (15) weeks from today, making my last day of employment May 22, 2023.

After careful consideration, I have made the decision to resign. Working for Huron School District Nutrition has been a wonderful experience that has afforded me many valuable opportunities to learn and grow, and I am very grateful to have been part of this organization.

I will do all in my power to minimize any inconvenience caused to anyone at Huron School District Nutrition by my resignation. I will put forth every effort to facilitate a smooth transition, during my remaining fifteen weeks.

I wish you and Huron School District Nutrition continued growth and success in the future.

Sincerely,



(Donna Weber)

TEACHER'S CONTRACT
Huron School District No. 2-2, Huron, South Dakota

Kristie Clark

January 27, 2023

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a Teacher in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of \$ 56184 for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning 8/7/2023 and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board.

It is further contracted and agreed that your failure to complete the term of teaching prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring between the date signed and approved by the School Board through June 30 for the ensuing year, damages shall be assessed at \$1,000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2nd semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the District shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the teacher and the Board of Education.

BS

Hired 2023-2024: VV/BS-15 and 28 years of teaching experience.

Agreeing to this contract includes the following: Teachers new to the District are expected to work up to 5 additional days beginning Fall 2023. During this time, the teacher will receive appropriate training in District programs; and will have time to become adequately prepared for the new school year.

THIS CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY TUESDAY FEBRUARY 7, 2023

SCHOOL DISTRICT NO. 2-2 OF THE CITY OF
HURON, BEADLE COUNTY, SOUTH DAKOTA

ATTEST:

.....
Business Manager of the School District

By
Chairman of School District Board

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2
CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of teaching days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Witness my hand this day of 2023

Witness:

Print Name: Kristie Clark

Sign here: Kristie Clark

Teacher



Kelly Christopherson
Business Manager
150 5th St. SW
Huron, SD 57350
P: (605) 353-6995
F: (605) 353-6994
kelly.christopherson@k12.sd.us

Date: January 25, 2023


To: School Board Members
Dr. Kraig Steinhoff, Superintendent

From: Kelly Christopherson 

RE: High School Dishwasher Bid

We opened bids for a new commercial dishwasher for the High School on January 25, 2023. One bid was received and the bid is attached. The bid for the dishwasher was submitted by Cash-Wa Buller Fixture in the amount of \$65,777. The dishwasher will be paid for using the Food Service Fund and this has been pre-approved by the State Department of Education.

I recommend accepting the bid from Cash-Wa Buller Fixture. The project is expected to be completed by June 1, 2023.



**Huron School District 2-2
Dishwasher – Conveyor Type
Bid Specifications and Bid Form
January 25, 2023 – 9:00 a.m.**

This is a request for bids for the purchase of a Champion Conveyor Type Dishwasher or Equivalent for the Huron High School in the Huron School District. Minimum specifications to be as follows, with any and all deviations to be noted by specification number and attached to the bid. Enclosing a brochure will not satisfy this requirement. The Huron School District reserves the right to reject any or all bids and make a decision based on the best interests of the district.

**Champion Conveyor Type Dishwasher
or Equivalent as Follows:**

- 1. Champion Model No. 66 PRO Pro Series Conveyor Dishwasher, 66"W, (44" single tank + 22" prewash), Proportional Rinse, Progressive anti-jam drive system, top mounted Prodigy series HMI user interface, Proactive maintenance software, 100 gallons per hour with energy sentinel (idle pump shut-off), (209) racks per hour, single-piece hood design, single-piece stainless steel upper & lower wash arms manifolds, internal removable scrap basket, dual-piece scrap screens, 20" standard vertical clearance which accommodate 18" x 26" sheet pans, full 180° opening leak proof insulated hinged access doors, automatic tank fill, door safety switches, leak-proof ball valve drains, lower front & side enclosure panels, stainless steel heavy gauge construction including base & legs, electric tank heat, 2 HP prewash and wash pumps, single point machine & booster connection, vent fan control, stainless steel rear manifolds, NSF, cULus, Made in USA or Equivalent.**
- 2. Left to Right Operation.**
- 3. 480v/60/3-ph.**
- 4. Electric tank heat, standard.**
- 5. Electric booster, 70° rise, 21kW, built-in.**
- 6. Shock Arrestor (un-mounted).**
- 7. Drain water tempering kit (un-mounted).**
- 8. Champion ION scale prevention system (un-mounted).**
- 9. Extended stainless steel vent cowl with 7" stack and locking damper (set of 2 each).**
- 10. 20" High hood vertical clearance for sheet pans (standard).**

11. Table limit switch, whisker style (unmounted) (traditional).
12. Supervision of Reassembly & Start-Up. M-F 8:00 a.m. – 4:00 p.m. - please allow (5) days advance notice for scheduling.
13. Shipping, Delivery, and Installation – All shipping costs, delivery costs, and installation costs should be included in the price bid.
14. Unhook, remove, and take out existing dishwasher.
15. Install and set in place new dishwasher.
16. Warranty - One-year on-site parts and labor warranty, minimum.
17. Bid Surety - Each bid must be accompanied by a certified check, cashier's check or draft, in an amount equal to five percent (5%) of the bid, or in lieu thereof a bid bond for ten percent (10%) of the amount of the bid and payable to the Huron School District as a guarantee that such bidder will enter into a contract with the District to deliver and install the equipment bid.

Price bid to include delivery and installation.

All material is guaranteed to be as specified and the above work to be performed in and completed in a professional manner.

Expected Project Completion date if order placed on February 14, 2023 June 1, 2023

TOTAL PRICE WITH DELIVERY AND INSTALLATION INCLUDED

\$ 65,777.00 See attached

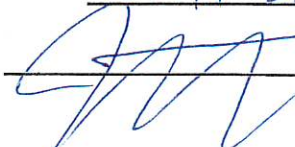
Company providing bid:

Name: Jeff Slattery / Cash-Wa Buller Fixture

Address: 4101 15th Ave. N.

Phone: 701-281-4474 Fax: —

Contact person: Jeff Slattery

Signature:  1-19-23

Return bid by 9:00 a.m. on January 25, 2023 to the Huron School District Business Office located at 150 5th Street SW, PO Box 949, Huron, SD 57350. Enclose bid in a sealed envelope marked "Dishwasher Bid".

PURCHASE AGREEMENT

01/19/2023

**BULLER
FIXTURE
COMPANY**



A DIVISION OF **CASH-WA** DISTRIBUTING

Project:

Huron High School-Dishwasher
Amanda Reilly 605-353-6909
801 18th St SW
Huron, SD 57350

From:

Jeff Slattery, CFSP
Buller Fixture Company
A Division of Cash-Wa Distributing
4101 15th Ave. N.
Fargo, ND 58102
701-281-4474

Job Reference Number: 718

I am happy to provide you with the following information. Please review this carefully. By reading and signing this Agreement you agree to the terms and conditions and receiving information of this sale. ***PRICING IS GOOD FOR 5 DAYS FROM THE DATE OF THIS QUOTE.

Item	Qty	Description	Sell	Sell Total
1	1 ea	DISHWASHER, CONVEYOR TYPE Champion Model No. 66 PRO Pro Series Conveyor Dishwasher, 66"W, (44" single tank + 22" prewash), Proportional Rinse, Progressive anti-jam drive system, top mounted Prodigy series HMI user interface, Proactive maintenance software, 100 gallons per hour with energy sentinel (idle pump shut-off), (209) racks per hour, single-piece hood design, single-piece stainless steel upper & lower wash arms manifolds, internal removable scrap basket, dual-piece scrap screens, 20" standard vertical clearance which accommodate 18" x 26" sheet pans, full 180° opening leak proof insulated hinged access doors, automatic tank fill, door safety switches, leak-proof ball valve drains, lower front & side enclosure panels, stainless steel heavy gauge construction including base & legs, electric tank heat, 2 HP prewash and wash pumps, single point machine & booster connection, vent fan control, stainless steel rear manifolds, NSF, cULus, Made in USA	\$40,595.00	\$40,595.00
	1 ea	1 year parts & labor warranty, standard		
	1 ea	Complimentary factory authorized performance test included, upon		

Item	Qty	Description	Sell	Sell Total
		equipment start-up. Consult local Champion sales representative for coordination of the start-up. If customer is beyond 60 miles from Champion authorized service agent, consult factory.		
	1 ea	Left-to-right operation		
	1 ea	480v/60/3-ph		
	1 ea	Electric tank heat, standard		
	1 ea	Electric booster, 70° rise, 21kW, built-in	\$4,548.00	\$4,548.00
	1 ea	Shock Arrestor (un-mounted)	\$124.00	\$124.00
	1 ea	Drain water tempering kit (un-mounted)	\$1,367.00	\$1,367.00
	1 ea	Champion ION scale prevention system (un-mounted)	\$1,803.00	\$1,803.00
	1 ea	Extended stainless steel vent cowl with 7" stack & locking damper (set)	\$1,843.00	\$1,843.00
	1 ea	20" High hood vertical clearance for sheet pans (standard)		
	1 ea	Table limit switch, whisker style (unmounted) (traditional)	\$422.00	\$422.00
	1 ea	LIFTGATE DELIVERY	\$200.00	\$200.00
		ITEM TOTAL:		\$50,902.00
1.2	1 ea	INSTALLATION PER SPECIFICATIONS	\$14,875.00	\$14,875.00
		Custom Model No. INSTALLATION		
		Unhook, remove and take out existing Stero Dishwasher. Install and set in place new dishwasher. Remove existing tabling to make room to remove existing dish machine. Remove the machine from building, dish machine to be hauled away by others. Uncrate, move into place, assemble, level and ready machine for final hook ups. Custom build (on site) new offsets to connect new dish machine to existing duct work. Offsets will be required for both ducts.		
		*****NOTE: THESE ITEMS TO BE PROVIDED BY OTHERS/OWNER:		
		A: NO WALL or ROOF PENETRATIONS.		
		B. NO ELECTRICAL WORK FOR OLD DISHWASHER & NEW DISHWASHER.		
		C: NO PLUMBING WORK FOR OLD DISHWAHER AND NEW DISHWASHER.		
		D: NO HAULING OF TRASH-OWNER TO PROVIDE DUMPSTER OR TAKE CARE OF ANY TRASH.		
		E: NO CORE DRILLING.		
		F: NO CONSTRUCTION WORK OR ROOFING WORK.		
		G. NO PERMITS		
		H: KC Stainless not responsible for airflow balancing or verifying correct exhaust CFM required for machine to operate properly.		
		I: Ceiling grid repair due to exhaust duct repair or replacement done by others.		
		ITEM TOTAL:		\$14,875.00
		Total		\$65,777.00

****PRICING IS GOOD FOR 5 DAYS ONLY.**

Special Order items CANNOT be returned**

IMPORTANT NOTE ON PRICE:

Due to market volatility, prices cannot be guaranteed after orders have been placed. Equipment manufacturers have increased prices days, weeks, and months after orders have been placed. This is typically seen with items having much longer leads times than we have seen in the past. Prices will be held whenever possible. However, if our costs increase in the days, weeks, and months after orders are placed, pricing will be adjusted to include the increased costs. Prices will be checked at the time of order to ensure their validity. Price changes will be communicated to ensure transparency. Prices cannot be guaranteed even after order has been placed with CWD/Sunflower/Buller Fixture.

Prices DO NOT include inside delivery, un-crating, assembly, setting in place, mechanical, or electrical connections unless otherwise noted in the above quotation.

Direct ship items:

Please note that it is the responsibility of the customer to fully inspect received freight for any shortages or damage BEFORE signing to accept the delivery. It is the responsibility of the customer to file freight claims directly with the freight company. All freight companies have a window of time to report concealed/hidden damages, that window varies slightly by carrier, and if that window closes before any shortages or damage are reported, neither the freight liner or Buller Fixture/Sunflower Equipment/ CWD are responsible for this freight damage not reported at time of receiving products. Once the bill of lading is signed by the receiving person at shipping location, as they are accepting the product in excellent condition "as is" by signing for receipt from carrier, and thus the manufacturer and/or freight liner can deny any freight claims that are signed for in good condition, unless otherwise notes before freight liner has left delivery job site.

All material is guaranteed to be specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a workman like manner for the sum of (dollars)
\$ _____.

_____ Buller Fixture/Sunflower/ CWD requires a 30% deposit on all special order items before the order is placed.

_____ Buller Fixture/Sunflower/CWD requires a 50% deposit on all custom special order items before the order is placed.

Buller Fixture/Sunflower/CWD payment terms for all special order or custom order equipment is 7 days from the date of invoice.

Buller Fixture/Sunflower/CWD may file a UCC1 form with the state on all equipment purchases over \$1,000.

_____ If this is a Proposal for an Exhaust System the customer must meet all NFPA 96 Exhaust Hood Codes and local, state, and state codes approved by the local fire Marshall. If all codes are not met Buller Fixture/ Sunflower/CWD cannot and will not install any of the foodservice equipment to be located under the aforementioned exhaust hood.

Any alterations or deviations from the above specification involving extra costs will be executed upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owners to carry fire, tornado, and other necessary insurance upon above listed items/project site. Workman's compensation and public liability insurance for the above work description to be taken out by _____.

ACCEPTANCE OF PURCHASE AGREEMENT- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. Remainder payment due within terms upon delivery.

01/19/2023

Company: _____

Date: _____

Signature: _____

Champion®

The Dishwashing Machine Specialists

Project _____
 Item No. _____
 Quantity _____

STANDARD FEATURES

- Perpetual rack advance system, with intuitive jam alert, and drive protection
- Proportional rinse, delivering unmatched total ware coverage, utilizing digital pattern cloning, stainless steel nozzles
- 209 racks per hour
- 100 GPH with energy sentinel (idle pump shut-off)
- Prodigy series HMI display, intuitive condition alerts, with user friendly cleaning and operation visual guidance, multi-lingual, touch control
- Proactive maintenance interface, self-diagnostics, problem recognition, with repair recommendation, from HMI touch screen
- Programmable machine dwell with automatic rack alignment into the optimal wash zone
- **Automatic drain valve *Exclusive!***
- Single-piece hood design
- Single-piece stainless steel upper and lower wash arm manifolds
- Single point electrical connection, machine and built-in booster heater
- 20" standard vertical clearance which accommodates 18" x 26" sheet pans
- Full 180° opening leak proof insulated hinged access doors
- Stainless steel heavy gauge construction including base, legs and feet
- Enclosure panels (front and sides)
- 2 HP pump motor, with stainless steel impeller
- Factory Authorized Start-up
- Vent fan control
- **ENERGY STAR® Qualified**
- **Made in America**



PRO SERIES

66 PRO Electric

High Temperature Rack Conveyor
 Dishwashing Machine



Model 66 PRO shown with
 vent cowl and damper option



Photo is for general visual representation only. Please refer to specifications for the latest detailed product information.

SPECIFIER STATEMENT

Specified unit will be Champion Model 66 PRO Series high temperature rack conveyor dishwashing machine. Features top mounted Prodigy HMI user interface controls with proactive maintenance software, proportional rinse, using only 100 GPH, built-in 21 kW booster, progressive anti-jam drive system, energy sentinel (idle pump shut-off), 209 racks per hour, single-piece hood design, single-piece stainless steel upper & lower wash arms manifolds, full 180° opening leak proof insulated hinged access doors.

1 year parts and labor warranty.

Champion Industries, Inc.
 3765 Champion Blvd., Winston-Salem, NC 27105
 Tel: 336/661-1556 Fax: 336/661-1979
www.championindustries.com

PRO SERIES

66 PRO Electric

High Temperature Rack Conveyor
Dishwashing Machine

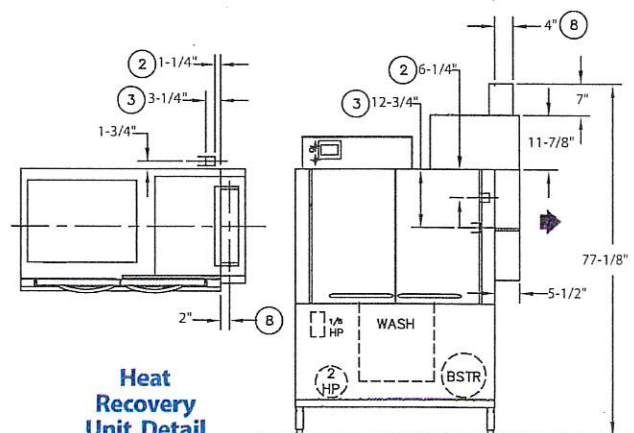
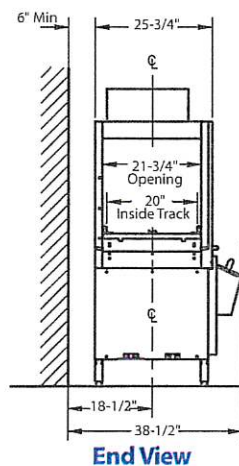
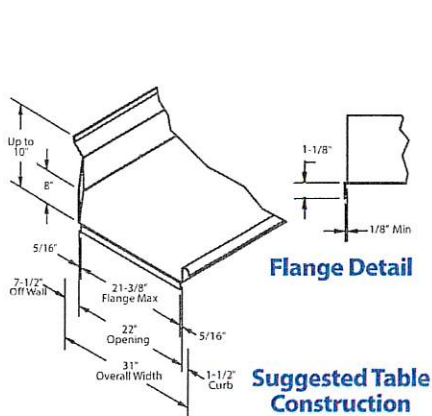
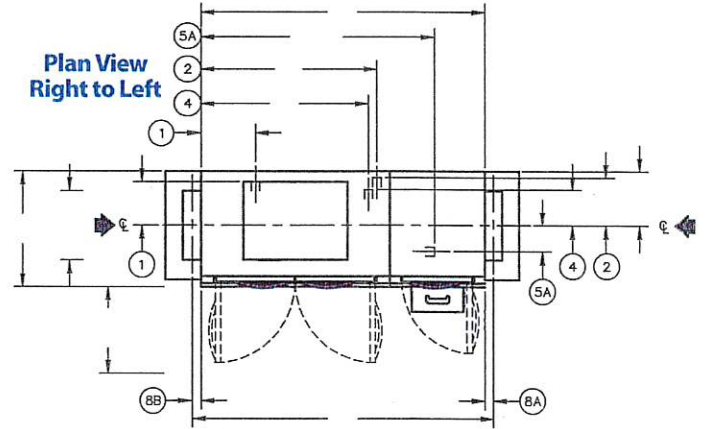
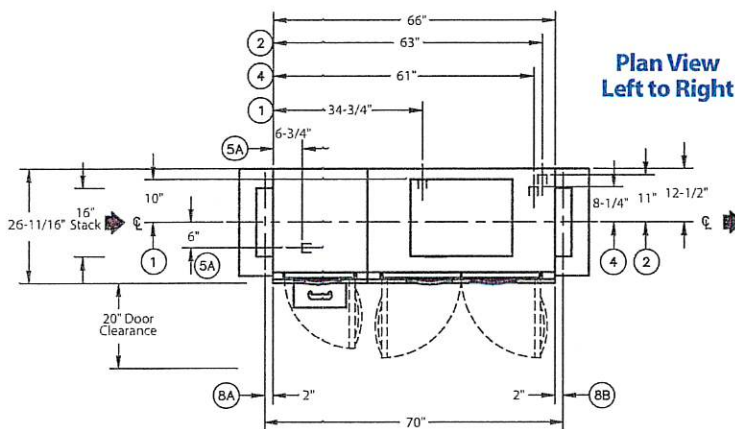
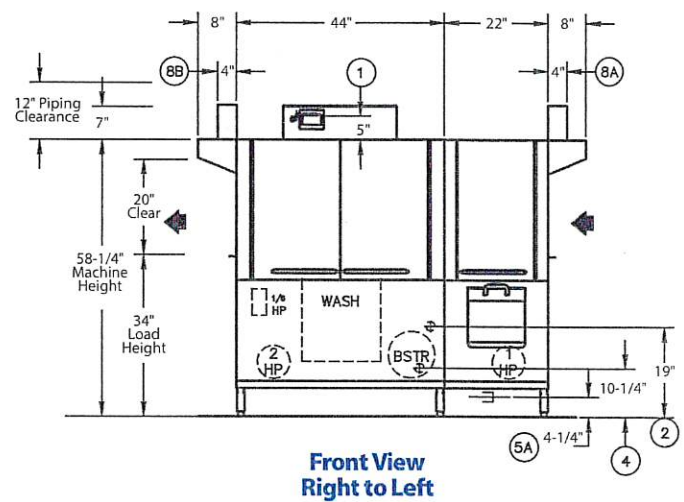
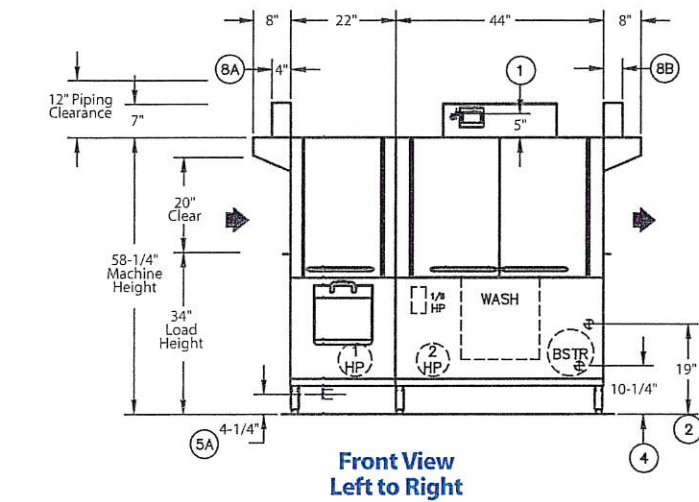
Champion®

The Dishwashing Machine Specialists

MODEL 66 PRO

Shipping weight crated: 1,000lbs

Dimensions shown in inches [mm]



Due to an ongoing value analysis program at Champion, specifications contained in this catalog are subject to change without notice.

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PRO SERIES

66 PRO Electric

High Temperature Rack Conveyor
Dishwashing Machine

Champion®

The Dishwashing Machine Specialists

Utilities

1	Electrical Connection A Machine electrical connection and booster electrical connection
2	Hot Water Machine with built-in booster Main connection 1/2" NPT
4	Hot Water Machine with no booster Main water connection 1/2" NPT
5	Drain Connection 1-1/2" NPT
8	Vents A Stack connection – Load end 200 CFM @ 1/4" static pressure B Stack connection – Unload end 400 CFM @ 1/4" static pressure

Warning: Plumbing and electrical connections should be made by qualified personnel who will observe all the applicable plumbing, sanitary, safety codes and the National Electrical Code.

Note: Water Hammer Arrestor (meeting ASSE-1010 standard or equivalent) to be supplied (by others) in common water supply line at service connection.

Plumbing Notes: Because of the variation in house-supplied steam and water pressures, steam and water pressure regulating valves (PRVs) may be needed. (Water PRV is standard on machines with booster.) The PRVs can either be purchased from Champion or obtained locally.

Venting Notes: Fabricated duct size: 3-7/8" x 15-7/8" (Outside dimensions)

Optional Drain Tempering: 1/2" NPT cold water connection required. 1/2" NPT drain connection from back flow preventer to house drain. (FIELD INSTALLED and PLUMBED).

Single Tank PRO Rack With 22 Prewash Machine and Booster Ratings

The tables below give the ratings for each model. The ratings include the requirements of the 12 and 21 kW booster heaters when they are use.

Machines with a single point electrical connection:

66 PRO Electric Tank Heat, 21 kW 70° Booster			
Electrical Specifications	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Overcurrent Protective Device
208/60/1	199	250	250
208/60/3	113	150	150
240/60/1	174	225	225
240/60/3	99	125	125
480/60/3	49	70	70
575/60/3	41	60	60

66 PRO Electric Tank Heat, 12 kW 40° Booster			
Electrical Specifications	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Overcurrent Protective Device
208/60/1	156	200	200
208/60/3	88	110	110
240/60/1	136	175	175
240/60/3	77	100	100
480/60/3	38	50	50
575/60/3	32	40	40

66 PRO Electric Tank Heat, No Booster			
Electrical Specifications	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Overcurrent Protective Device
208/60/1	98	125	125
208/60/3	55	70	70
240/60/1	86	100	100
240/60/3	48	60	60
480/60/3	24	30	30
575/60/3	20	25	25

SPECIFICATIONS

Capacity

Racks per hr. (NSF rated)	209
Wash/Pre-wash tanks (US gal.)	27
Conveyor speed (ft/min.)	5.8

Motor Horsepower

Drive	1/6
Wash	2
Pre-Wash	1

Water Consumption

US Gal. per hr. (max. use)	100
US Gal. per rack	0.48

Heating

Tank Heat, electric (kW)	15
Electric booster (built-in) (kW supplied for 40°F rise)	12
Electric booster (built-in) (kW supplied for 70°F rise)	21

Booster heaters completely inter plumbed, controls are interwired

Venting

Load end (minimum CFM)	200
Unload end (minimum CFM)	400

Standard 20" x 20" rack complement

Peg	1
Flat	1

Machines with a dual point electrical connection:

66 PRO Electric 21 kW Booster Only			
Electrical Specifications	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Overcurrent Protective Device
208/60/1	101	125	125
208/60/3	59	80	80
240/60/1	88	110	110
240/60/3	51	70	70
480/60/3	26	35	35
575/60/3	22	30	30

66 PRO Electric 12 kW Booster Only			
Electrical Specifications	Rated Amps	Minimum Supply Circuit Ampacity	Maximum Overcurrent Protective Device
208/60/1	58	80	80
208/60/3	34	45	45
240/60/1	50	70	70
240/60/3	29	40	40
480/60/3	15	20	20
575/60/3	12	15	15

Due to an ongoing value analysis program at Champion, specifications contained in this catalog are subject to change without notice.

Champion Industries, Inc., 3765 Champion Blvd., Winston-Salem, NC 27105 • 336/661-1556 • Fax: 336/661-1979 • www.championindustries.com

PRO SERIES

66 PRO Electric

High Temperature Rack Conveyor
Dishwashing Machine

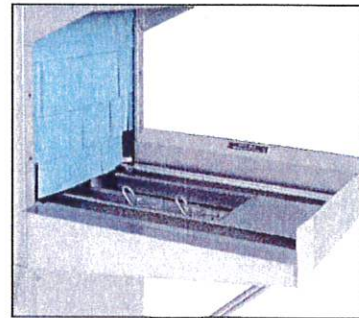
OPTIONS & ACCESSORIES

- Tank heat: choice of steam coil, electric
- Two-Point electrical connection, separate for machine and booster (completed in the field by a licensed electrician)
- 48" Blower-dryer – steam or electric (*see Blower Dryer spec sheet*)
- Booster Heaters (completely interplumbed, controls are interwired)
 - Steam: 40°F or 70°F rise (*see 66 PRO steam spec sheet*)
 - Electric: 40-70°F rise (built-in only)
- 24" Sideload
- 30" Sideload (accepts sheet pans)
- Racks: peg or flat racks (specify type)
- Table limit switch, unmounted (recommended on all rack conveyor installations)
- Vent cowl, stainless steel with 7" stack and locking damper
- Water pressure regulating valve (unmounted) (standard with booster)
- Water hammer kit (unmounted)
- Drain tempering kit (unmounted)
- Model CCT 90 (90° Corner Conveyor Table)
- Model RCT 64 or RCT 84 Roller Conveyor Table (See factory for custom length)
- Splash shields
- **NEW** Champion Ventless Heat Recovery (*see 66 PRO-VHR spec sheet*)
- ION scale prevention device (unmounted)

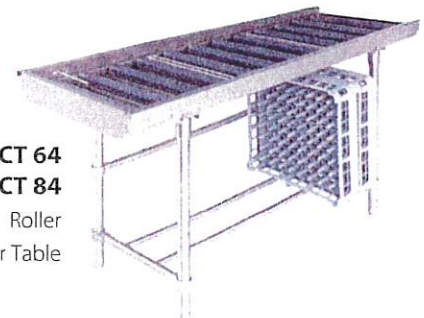
Champion®
The Dishwashing Machine Specialists



NEW PRO-90
90° Corner Conveyor Table



Cantilever Sideloader
(No hood)



**Model RCT 64
or RCT 84**
Roller
Conveyor Table



PROPOSAL

Huron School District

RE: 21392.01 Huron Tennis Courts - updated proposal

January, 2023

Dear Mr. Christopherson:

To: ☐ CC: ☒ Dan Miller
JLG Architects

Thank you for considering JLG Architects for this opportunity. Based on the information provided, we have developed the following scope of work; once accepted, we will develop a formal AIA contract that aligns with this proposal.

PROJECT DESCRIPTION

Our understanding is the project consists of replacing damaged fencing and extending fencing around the expanded courts, addition of four tennis courts (two on the west, two on the east), relocation of lighting if needed, and design of five shelters. Additional services to include location of site utilities, relocation and replacement of water line and sanitary sewer as needed.

PROJECT TEAM

OWNER: Huron School District
ARCHITECT: JLG Architects
CONSULTANTS: Structural Engineer: SEA
Mechanical Engineer (if required): Associated Consulting Engineers
Electrical Engineer (if required): Associated Consulting Engineers
Civil Engineer: Stockwell

BUDGET

Preliminary Cost Estimate: \$1,400,000 - \$1,500,000

SCOPE OF WORK

As defined by Phase below.

Schematic Design

Standard scope of Architect's Basic Services as described in AIA B101 (traditional delivery method) or AIA B103 (CMAR) - Agreement Between Owner and Architect. Basic services shall include structural, civil, mechanical and electrical engineering services as needed, any other requested consultants shall be considered an additional service.

- It is estimated one to two site visits will happen during SD

Design Development

Description of work: The size and character of the Project are further refined and described based on the approved design. The documents shall contain all data the Architect deems necessary to produce the intended aesthetic effect of the Project and describe locations, dimensions and types of materials. The Owner shall sign-off on this package prior to giving the Architect notice to proceed on to the next phase of work.

- Development and overall dimensioning of building plans and enlarged plans
- Development of building sections and exterior elevations
- Typical wall sections/wall types
- Door/window elevations
- Preliminary schedules
- Proforma review by Owner
- Design development estimate by JLG
- Two site visits included in the fee during DD

Construction Documents Phase

Description of work: The construction documents shall contain all data the Architect deems necessary to produce the intended aesthetic effect of the Project, describe locations, dimensions and types of materials, and obtain the approval of governmental authorities.

- Dimensioned building plans
- Code required interior elevations only
- Annotated exterior elevations (material selections)
- Building sections, as required for code compliance and to indicate design intent
- Wall sections/wall types, as required for code compliance and to indicate design intent
- Details as required for code compliance and to indicate design intent
- Outline specifications
- Coordination w/ Owner's Consultants
- Code summary (on final Construction Documents)
- CD estimate by JLG
- All bidding and negotiation by Owner (JLG can also help with this, but typically we see this lead by Owner)
- Monthly site visits during construction included.

Contract Administration Phase

Description of work: Construction Phase services shall be limited to the services noted below:

- Answering of inquiries/RFIs regarding interpretation of the Construction Documents
- Site visits will be on a monthly or biweekly bases based on construction schedule
- One substantial completion visit, and one 11-month warranty visit are included in the fee
- Review and certification of Contractor's applications for payment
- Maximum of two reviews of shop drawings – shop drawing schedule to be submitted by Contractor and approved by Architect and Owner

OWNER RESPONSIBILITIES

Provide necessary information in a timely manner, including, but not limited to:

- Site Control
- Project delivery determination
- Site Survey – to provide information necessary to complete project
- Soil Engineering – to provide information necessary to complete project
- Soil remediation if required
- Design feedback and direction
- Sign-off at each phase of work
- And as described in the Agreement Between Owner and Architect

SCHEDULE

Bidding to happen February, 2023.

Construction of fence and courts to happen summer of 2023

COMPENSATION

Lump sum of \$116,800

REIMBURSABLE EXPENSES

All final documents will be delivered electronically. Travel by JLG Architects to the site is included in the fixed compensation amount, any other travel costs will not be incurred without the Owner's prior approval. If the Owner requests JLG to provide printing of promotional materials or other similar project related expenses, JLG will invoice the Owner at direct cost.

OTHER

* The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project and aptly credit any/all drawings, renderings and other documents by including JLG's logo or otherwise crediting JLG Architects by name in writing.

* Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project, or termination of this Agreement by either party, the Owner's right to use the instruments of service shall cease.

Thank you for the opportunity to submit this proposal. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Catherine Dekkenga, JLG Architects

Please sign and date below to acknowledge your acceptance of this proposal.

Client:

Date



PROPOSAL

Huron School District

RE: 21392 Arena HVAC

January, 2023

Dear Mr. Christopherson:

To: CC:
☐ ☒ Dan Miller
JLG Architects

Thank you for considering JLG Architects for this opportunity. Based on the information provided, we have developed the following scope of work; once accepted, we will develop a formal AIA contract that aligns with this proposal.

PROJECT DESCRIPTION

Our understanding is the project consists of adding air conditioning to the existing Arena building.

PROJECT TEAM

OWNER: Huron School District
ARCHITECT: JLG Architects
CONSULTANTS: Structural Engineer: Albertson Engineering
Mechanical Engineer: Associated Consulting Engineers
Electrical Engineer: Associated Consulting Engineers
Civil Engineer: Stockwell

BUDGET

Estimated Cost of Work: \$1,000,000

SCOPE OF WORK

As defined by Phase below.

Schematic Design

Standard scope of Architect's Basic Services as described in AIA B101 (traditional delivery method) or AIA B103 (CMAR) - Agreement Between Owner and Architect. Basic services shall include structural if needed, mechanical and electrical engineering services; any other requested consultants shall be considered an additional service.

- It is estimated one to two site visits will happen during SD

Design Development

Description of work: The size and character of the Project are further refined and described based on the approved design.

- Development and overall dimensioning of building plans as needed for consultants
- Development of building sections and exterior elevations as needed for consultants
- Preliminary schedules
- Proforma review by Owner
- Design development estimate by JLG
- It is estimated one site visit will be needed during DD

Construction Documents Phase

Description of work: The construction documents shall contain all data the Architect deems necessary to produce the intended aesthetic effect of the Project, describe locations, dimensions and types of materials, and obtain the approval of governmental authorities.

- Dimensioned building plans
- Code required interior elevations only

- Annotated exterior elevations where needed
- Building sections, as required for code compliance
- Details as required for code compliance and to indicate design intent
- Outline specifications
- Coordination w/ Owner's Consultants
- Code summary (on final Construction Documents)
- CD estimate by JLG
- All bidding and negotiation by Owner (JLG can also help with this, but typically we see this lead by Owner)
- Monthly site visits during construction included.

Contract Administration Phase

Description of work: Construction Phase services shall be limited to the services noted below:

- Answering of inquiries/RFIs regarding interpretation of the Construction Documents
- Site visits will be on a monthly bases based on construction schedule
- One substantial completion visit, and one 11-month warranty visit are included in the fee
- Review and certification of Contractor's applications for payment
- Maximum of two reviews of shop drawings – shop drawing schedule to be submitted by Contractor and approved by Architect and Owner

OWNER RESPONSIBILITIES

Provide necessary information in a timely manner, including, but not limited to:

- Site Control
- Project delivery determination
- Site Survey – to provide information necessary to complete project
- Soil Engineering – to provide information necessary to complete project
- Soil remediation if required
- Design feedback and direction
- Sign-off at each phase of work
- And as described in the Agreement Between Owner and Architect

SCHEDULE

Bidding to happen February 2023

Construction will be in two phases – inner Arena and outer Arena

COMPENSATION

Lump sum of \$142,000

REIMBURSABLE EXPENSES

All final documents will be delivered electronically. Travel by JLG Architects to the site is included in the fixed compensation amount, any other travel costs will not be incurred without the Owner's prior approval. If the Owner requests JLG to provided printing of promotional materials or other similar project related expenses, JLG will invoice the Owner at direct cost.

OTHER

* The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project and aptly credit any/all drawings, renderings and other documents by including JLG's logo or otherwise crediting JLG Architects by name in writing.

* Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project, or termination of this Agreement by either party, the Owner's right to use the instruments of service shall cease.

Thank you for the opportunity to submit this proposal. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Catherine Dekkenga, JLG Architects

Please sign and date below to acknowledge your acceptance of this proposal.

Client:

Date



Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1/24/23 Contact Person: Brittini Strand

Group Applying: Madison 2-3 Ctr. SLC Room

Name of Grant/Award: Spirit Card

Name of Funder: American Bank & Trust Contact Person: Whitney McDonald

Amount to be Requested: \$ 700 Funder's Submission Due Date: 2/10/23

Project Focus: Purchase Osmo's for Classroom iPad use to reinforce reading & math skills.

How awarded amount received? ☒ Full amount up front ☐ Reimbursement

Are any follow up reports required? ☐ Yes ☒ No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes ☐ No ☒

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed allowing the application to proceed.

Signature: [Signature] Date: 1/26/23
Building/Department Administrator

Signature: [Signature] Date: 1/26/23
Linda J Pietz, Director of Curriculum, Instruction & Assessment

Signature: [Signature] Date: 1-26-2023
Kelly Christopherson, Business Manager

Presented to School Board: _____



SCHOOL DISTRICT

Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1/26/23 Contact Person: Linda Pietz

Group Applying: Tiger After School Program

Name of Grant/Award: 21st Century Community Learning Center Grant

Name of Funder: SD Dept. of Ed Contact Person Alan Haarstad

Amount to be Requested: \$300,000.00 Funder's Submission Due Date: TBD

Project Focus: Enhance educational opportunities for the youth of our district.

How awarded amount received? Full amount up front x Reimbursement

Are any follow up reports required? Yes X No If yes, when are they due?

Is any District funding, resource, or in-kind commitment required now or in the future? Yes No X

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o A copy of the completed grant application must be available upon request.
- o The person or group applying will need to submit the following documentation to the business offices:
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: Linda J Pietz 1/26/23
Building/Department Administrator Date

Signature: Linda J Pietz 1/26/23
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 1-26-2023
Kelly Christopherson, Business Manager Date

Presented to School Board:



SCHOOL DISTRICT

Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1-24-23 Contact Person: Dayna Winter, HMS Library/Makerspace

Group Applying: Dayna Winter, w/maker space

Name of Grant/Award: Spirit Card Funds

Name of Funder: American Bank + Trust Contact Person: Whitney McDonald

Amount to be Requested: \$2300.00 Funder's Submission Due Date: 2-10-2023

Project Focus: Provide additional hands on project opportunities for the !

How awarded amount received? enhanced STEM Learning in the HMS Library Makerspace.

Are any follow up reports required? Yes ☒ No If yes, when are they due? Reimbursement

Is any District funding, resource, or in-kind commitment required now or in the future? Yes No ☒

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: Laura Williams 1/24/23
Building/Department Administrator Date

Signature: Linda J Pietz 1/27/23
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 1-27-23
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



SCHOOL DISTRICT

Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1/30/23 Contact Person: Brandi Knippling

Group Applying: Brandi Knippling - Buchanan K-1 Center

Name of Grant/Award: ABT Spirit Card

Name of Funder: American Bank/Trust Contact Person: Whitney McDonald

Amount to be Requested: \$139⁹⁸ Funder's Submission Due Date: 2/10/23

Project Focus: Flexible Seating for floor

How awarded amount received? ☒ Full amount up front ☐ Reimbursement

Are any follow up reports required? ☐ Yes ☒ No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes ☐ No ☒

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o A copy of the completed grant application must be available upon request.
- o The person or group applying will need to submit the following documentation to the business offices:
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: [Signature] Date: 1/30/23
Building/Department Administrator

Signature: [Signature] Date: 1/30/23
Linda J Pietz, Director of Curriculum, Instruction & Assessment

Signature: [Signature] Date: 1-31-23
Kelly Christopherson, Business Manager

Presented to School Board: _____



SCHOOL DISTRICT

Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 1/31/23 Contact Person: Caiti Ziegenbein

Group Applying: Caiti Ziegenbein

Name of Grant/Award: Spirit Card Funds

Name of Funder: American Bank & Trust Contact Person: Whitney McDonald

Amount to be Requested: \$125 Funder's Submission Due Date: 2/10/2023

Project Focus: Classroom materials - updated (dry erase boards, dry erase pouches, P.O.D. swing, laminating pouches)

How awarded amount received? Full amount up front Reimbursement

Are any follow up reports required? Yes ☒ No NA If yes, when are they due?

Is any District funding, resource, or in-kind commitment required now or in the future? Yes Yes No No

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: [Signature] 1/31/23
Building/Department Administrator Date

Signature: [Signature] 1/31/23
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: [Signature] 1-31-23
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 2/1/23

Contact Person: Andrew Raml

Group Applying: Andrew Raml, Derek Schaefer, Carson Britzman, Cory Weeks - HMS Social Studies Team

Name of Grant/Award: Spirit Card Funds

Name of Funder: American Bank & Trust

Contact Person: Whitney McDonald

Amount to be Requested: \$3,000 - \$4,000

Funder's Submission Due Date: February 10, 2023

Project Focus: Provide virtual experiences for students in the areas of history and geography. The device would allow students to have a more interactive experience, one they may not be able to have any other way.

How awarded amount received? X Full amount up front Reimbursement

Are any follow up reports required? Yes X No If yes, when are they due?

Is any District funding, resource, or in-kind commitment required now or in the future? Yes X No

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Annual subscription for the school of \$699 that covers all devices.

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: *Dana Wilkerson*
Building/Department Administrator

2/1/2023
Date

Signature: *Linda J Pietz*
Linda J Pietz, Director of Curriculum, Instruction & Assessment

2/3/23
Date

Signature: *Kelly Christopherson*
Kelly Christopherson, Business Manager

2-3-23
Date

Presented to School Board:



SCHOOL DISTRICT

Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 2/6/2023 Contact Person: Ralyna Schilling

Group Applying: Special Education: Elementary SLC Classrooms

Name of Grant/Award: Huron Community Foundation - WINGS

Name of Funder: WINGS Contact Person: _____

Amount to be Requested: \$5000 Funder's Submission Due Date: Ongoing

Project Focus: Manipulatives for TEACCH baskets for non-verbal, high-needs students with communication disorders and autism. Sensory integration items for students with various behavioral needs.

How awarded amount received? X Full amount up front Reimbursement

Are any follow up reports required? Yes X No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes Yes No X

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: Ralyna Schilling Date: 2-6-23
Building/Department Administrator

Signature: Linda J Pietz Date: 2/6/23
Linda J Pietz, Director of Curriculum, Instruction & Assessment

Signature: Kelly Christopher Date: 2-6-2023
Kelly Christopher, Business Manager

Presented to School Board: _____



SCHOOL DISTRICT

Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 02/03/2023

Contact Person: Ranae Puterbaugh

Group Applying: Huron High School Post Prom Committee

Name of Grant/Award: Northwestern Energy Charitable Contribution Grant

Name of Funder: Northwestern Energy Contact Person: Tom Glanzer

Amount to be Requested: \$2000.00 Funder's Submission Due Date: N/A

Project Focus: To Provide a Safe and Drug-Free Event for Youth After Prom

How awarded amount received? ☒ Full amount up front ☐ Reimbursement

Are any follow up reports required? ☐ Yes ☒ No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes ☐ No ☒

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: [Signature] 2/7/23
Building/Department Administrator Date

Signature: [Signature] 2/7/23
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: [Signature] 2-7-2023
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



SCHOOL DISTRICT

Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 02/01/2023

Contact Person: Ranae Puterbaugh

Group Applying: Huron High School Post Prom

Name of Grant/Award: Huron Youth Leadership Council Grant

Name of Funder: HYLK

Contact Person: Jen Bragg

Amount to be Requested: \$500.00 Funder's Submission Due Date: 03/8/2023

Project Focus: To Provide a Safe and Drug-Free Event for Youth After Prom

How awarded amount received? ☒ Full amount up front ☐ Reimbursement

Are any follow up reports required? ☐ Yes ☒ No If yes, when are they due? _____

Is any District funding, resource, or in-kind commitment required now or in the future? Yes ☐ No ☒

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: [Signature] 2/7/23
Building/Department Administrator Date

Signature: [Signature] 2/7/23
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: [Signature] 2-7-2023
Kelly Christopherson, Business Manager Date

Presented to School Board: _____



SCHOOL DISTRICT

Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 02/01/2023

Contact Person: Ranae Puterbaugh

Group Applying: Huron High School Post Prom Committee

Name of Grant/Award: Huron Community Foundation Grant

Name of Funder: Huron Community Foundation Contact Person: Steve Gohn

Amount to be Requested: \$2,000 Funder's Submission Due Date: 3/15/2023

Project Focus: To Provide a Safe and Drug-Free Event for Youth After Prom

How awarded amount received? _____ Full amount up front ____X____ Reimbursement

Are any follow up reports required? X Yes _____ No If yes, when are they due? Upon Completion of Event

Is any District funding, resource, or in-kind commitment required now or in the future? Yes _____ No X _____

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- A copy of the completed grant application must be available upon request.
- The person or group applying will need to submit the following documentation to the business offices:
 - If and when the grant is awarded, a copy of the award letter.
 - If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: _____

Building/Department Administrator

Date

2/7/23

Signature: _____

Linda J Pietz, Director of Curriculum, Instruction & Assessment

Date

2/7/23

Signature: _____

Kelly Christopherson, Business Manager

Date

2-7-2023

Presented to School Board: _____



SCHOOL DISTRICT

Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 2/7/2023 Contact Person: Jolene Konechne

Group Applying: Preschool Partnership Program

Name of Grant/Award: Huron Youth Leadership Council

Name of Funder: HYLC Contact Person Heidi Holforty

Amount to be Requested: \$500 Funder's Submission Due Date: March 8, 2023

Project Focus: Addressing unserved children in a preschool program.

How awarded amount received? xx Full amount up front Reimbursement

Are any follow up reports required? Yes xx No If yes, when are they due?

Is any District funding, resource, or in-kind commitment required now or in the future? Yes No xx

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

Please note:

- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
- o A copy of the completed grant application must be available upon request.
- o The person or group applying will need to submit the following documentation to the business offices:
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: Jolene Konechne 2/7/2023
Building/Department Administrator Date

Signature: Linda J Pietz 2/7/23
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 2-7-2023
Kelly Christopherson, Business Manager Date

Presented to School Board:



Roger Ahlers
Director of Technology
150 5th St. SW
Huron, SD 57350
P: (605) 353-7800 x8842
roger.ahlers@k12.sd.us

Dr. Steinhoff,

I am seeking permission to award these E-Rate-eligible contracts for internet services and network hardware:

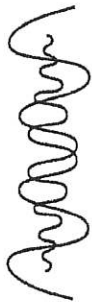
1. Internet service to Our Home School. Internet will be provided by SDN and we will be charged \$761.40 per month.
2. Internet service to Huron Colony School. Internet will be provided by Venture Communications and we will be charged \$128.95 per month
3. We will be purchasing 10 network switches to increase our network capacity. The switches will be purchased from Riverside Technologies, Inc. and the total cost will be \$20,110.

In each case, we will be applying for E-Rate funding to cover most of the costs. In past years, 80% of the costs have been reimbursed to us for the services and hardware. These contracts are contingent on school board approval and go into effect on July 1, 2023 if E-rate funding is approved.

Thanks for your support in using this funding to improve our school district networks.

Roger Ahlers

Technology Director



SDN COMMUNICATIONS®

SDN Communications
2900 W. 10th Street
Sioux Falls, SD 57104
Megan Greenfield
(605) 864 8521

Our Home Alternative School P2P

Monthly Recurring Cost (MRC) Non Recurring Cost (NRC)

Request Type	Location Description	Street Address	City/ST	Product	MRC	CCR Fee (8%)	SDN Total MRC	SDN NRC
ReTerm	School District - Alternative School	A: 1761 Arizona Ave SW Z: 40354 210th St.	Huron, SD	Ethernet E-Line 200 Mb - 60 mo. Contract	\$705.00	\$56.40	\$761.40	\$0.00

This contract will not start until July 1, 2023.

Customer has the option to select up to two voluntary 12 month extensions

Response to Narrative: SDN primary offices are within 150 miles driving distance of the city of Huron. All costs for all services listed are E-rate eligible. Services do not include a basic firewall. There are no additional costs/fees beyond the pricing given. SDN understands the changing needs of a school district for data services and will work with the school to provide bandwidth upgrade options. New services desired during the term of this contract would be quoted at the rates at the time of the request.

Proposal is quoted with Package Pricing and is all-inclusive, including applicable discounts, and shall be considered Proprietary and Confidential.

1. The Carrier Cost Recovery (CCR) Fee recovers a portion of the funds SDN Communications pays to the Federal Communications Commission on interstate services to support federal universal service programs, any state assessed fees on intrastate services, and additional costs related to administering and complying with regulatory requirements. It is not a tax or charge that is required or prohibited by law to be collected from customers. The CCR Fee is not necessarily attributable to any service, and the fee is subject to change depending upon regulatory compliance costs.
2. Customer certifies that the circuit is used primarily for the traffic identified in the Form. Intrastate circuits are used for intrastate traffic contain less than 10% interstate/international traffic. Interstate circuits contain 10% or more interstate/international traffic. If for whatever reason the jurisdictional certification on this Form becomes inaccurate, Customer must notify SDN and complete a circuit certification form. SDN may require reasonable supporting documentation of jurisdictional classifications.
3. All services are quoted to the building Minimum Point of Entry ("MPOE"). Customer is responsible for any loop extension ("Demarc Extension").
4. All off-net charges will be passed through to the customer and are subject to verification.
5. The Term of the Service shall commence on the Service Activation Date. Should the Service be ordered and subsequently canceled by the Customer prior to the Service

Activation Date, Customer is responsible for paying the costs and fees reasonably incurred by SDN as set forth in the MSA.

- 6. The above quoted service may not include applicable taxes, special construction, additional equipment, or other fees imposed by regulators.
- 7. The services quoted may require interconnection with two or more providers including the respective Local Exchange Carriers for local loop facilities.
- 8. This accepted Order for Services Form (Form), and any exhibit(s) attached hereto, are exhibits to the Master Services Agreement (MSA) between SDN and the Customer. As such this Form and its exhibit(s) are incorporated into the MSA and made a part thereof by this reference. Any terms and conditions set forth in this Form take precedence over language in the MSA if there is a conflict.

Accepted By:

Roger Ahlers
Print Name

Roger Ahlers
Customer Signature

Technology Director
Title

2-3-2023
Date

Ryan Dutton
Print Name

R. Dutton
SDN Signature

V. of Sales & Marketing
Title

02/07/2023
Date



Contract

PO Box 157
218 Commercial Ave S.E.
Highmore, SD 57345-0157
Phone: 605-852-2224

DATE February 8, 2023
470# 230007370
Customer ID

Bill To:

Huron School District 2-2
150 5th Street SW, PO Box 949
Huron, SD 57350

Comments or special instructions:

Venture Communciations will provide 250/250 Fiber Internet Service with a Static IP to the Huron Colony school at 40068 399th Ave Huron, SD 57350. This contract will begin July 1, 2023 and end June 30th, 2026. By signing this contract you agree to the Acceptable Use Policy that is noted on our website, <https://venturecomm.net/acceptable-use-policy/>.

Description	AMOUNT
250/250 Fiber Internet Service per month	\$ 118.95
Static IP per month	10.00
Total for 12 months	1,547.40
Total for 36 months	4,642.20
Total for 60 months	7,737.00

Voluntary extensions for an additional two years will be accepted.
Prices are subject to change.

THANK YOU FOR YOUR BUSINESS!

The parties hereby & authorize this Contact as of the lastest date shown below:

Huron School Distict-Huron Colony School

Name of School

Roger Ahlers

Signature:

Roger Ahlers

Printed Name

Technology Director

Title

2-8-2023

Date

Venture Communications Cooperative

Name of Provider

Mary Knox

Signature:

Mary Knox

Printed Name

Marketing Supervisor

Title

02-08-23

Date



Roger Ahlers
Director of Technology
150 5th St. SW
Huron, SD 57350
P: (605) 353-7800 x8842
roger.ahlers@k12.sd.us

Vendor Contract Letter For Planned E-Rate Category Two Purchase Funding Year 2023 (4/1/2023 – 9/30/2024)

January 27, 2023

Riverside Technologies, Inc

105 Gateway Drive

North Sioux City, SD 57049

Dear Dan,

This letter will confirm our decision to purchase \$20,110 in Meraki switches and licenses from your company during the next E-Rate funding year (04/01/2023 to 9/30/2024 for Category 2 components) as specified in the attached specifications and price quotations.

The procurement of these switches and licenses will be dependent upon the following conditions

1. Final approval of next year's fiscal budget;
2. School Board Approval
3. Award of associated E-Rate funding
4. Nothing can be installed prior to April 1st 2023 but must be installed no later than September 30, 2024
5. No invoices can be sent to USAC/SLD before July 1, 2023 (SPI or BEAR)

One Year voluntary extension option available to District, for contract to be extended to September 30, 2025.

Service Provider ID Number (SPIN): 143033191

To accept these terms and conditions, please sign below and return to us as a pdf file via email with a cc to Erin@eratecomplete.com.

We look forward to working with Riverside Technologies on this project.

Sincerely,

Roger Ahlers

1/27/2023

Technology Director, Huron School District 2-2

Vendor Agreement:

By: Kevin Heiss

Date: 1/30/2023



2023 E-Rate

Quote #DP091613 v1

Prepared For:

Huron School District

Main
Roger Ahlers
150 5th St SW

Huron, SD 57350

P: (605) 353-7800

E: roger.ahlers@k12.sd.us

Contract:

Prepared by:

Riverside Technologies

Dan Pollema
748 N 109th Court
Omaha, NE 68154

P: 866.804.4388

E: dpollema@riversidetechnologies.com

Date Issued:

12.15.2022

Expires:

01.14.2023

Meraki Switches		Price	Qty	Ext. Price
MS120-48LP-HW	Meraki MS120-48LP 1G L2 Cld Managed 48x GigE 370W PoE Switch	\$2,149.00	3	\$6,447.00
MS120-24P-HW	Meraki MS120-24P 1G L2 Cld -Mngd 24x GigE 370W PoE Switch	\$1,579.00	7	\$11,053.00
			Subtotal:	\$17,500.00

Optional 5 Year Licensing		Price	Qty	Ext. Price
LIC-MS120-48LP-5YR	Meraki MS120-48LP Enterprise License and Support 5 Year	\$345.00	3	\$1,035.00
LIC-MS120-24P-5YR	Meraki MS120-24P Enterprise License and Support 5 Year	\$225.00	7	\$1,575.00
Meraki Licensing & Support is considered Internal Connections				
			Subtotal:	\$2,610.00

Quote Summary		Amount
Meraki Switches		\$17,500.00
Optional 5 Year Licensing		\$2,610.00
Total:		\$20,110.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Classified Employee of the Month

Name	<u>Bill Westerberg</u>
Position	<u>Title One Para Educator</u>
Date	<u>February 3, 2023</u>

What makes this employee deserving of the award for the Washington Classified Employee of the month?

Mr. Westerberg is a dedicated member of the Washington 4-5 Center Staff. He does a great job monitoring the students in the success maker classroom. He communicates with teachers on a daily basis about the progress of the students as they work in success maker, as well as any behaviors that occur when they are with him. He has put forth a tremendous amount of effort to learn the program to be able to help the students succeed. He wants to help students reach their goals and makes it a priority. Building relationships with the students that he sees is very important to him, and he likes to make them smile and laugh. Mr. Westerberg works to improve the culture in his classroom and sharpen his management skills. He is always kind and courteous to everyone in the building.

Mr. Westerberg also takes advantage of every free moment he has in the day to help students and teachers with additional tasks they may have. He is quick to lend a helping hand. Everyone is appreciative and grateful to have Mr. Westerberg on staff at the Washington 4-5 Center. Mr. Westerberg does his job with positivity, a smile, and a great joke!



Huron School District Academic Calendar 2023-2024 School Year

(PTC / OH / ER subject to change)

School Board Approved 00/00/2023

AUGUST 2023 (10)						
SUN	MON	TUES	WED	THUR	FRI	SAT
		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		

+ New Teach Wkdays ++ New teach lunch/sub in-service ▲ Teach In-serve ▲▲ All Staff In-service 9:30-12:15 + Early Release # Elem Open House (K-1 4:00-5:00) (2-3 5:15-6:30) (4-5 6:45-8:00) ▲ MS Open House 5-6:00
● Aug 17 - 1st Day of School ✓ Kindergarten Screen ✕ Aug 23 - Kindergarten 1st Day

SEPTEMBER 2023 (19=29)						
SUN	MON	TUES	WED	THUR	FRI	SAT
					▲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

◆ State Fair (No School) Sep 1 thru 4 = 1st Day of TAP
✕ HS PT Conferences (5:30-8:30 pm)
(_ Homecoming Parade) + Early Release

OCTOBER 2023 (21=50)						
SUN	MON	TUES	WED	THUR	FRI	SAT
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				

◆ Native American Day + Early Release 4-5 PT Conf (3:30-6:45) ** 2-3 PT Conf (3:30-6:45)
■ MS PT Conf (3:30 to 6:30)

NOVEMBER 2023 (18=68)						
SUN	MON	TUES	WED	THUR	FRI	SAT
			+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		

+ Early Release ◆ Vet Day ◆ Holiday Break ✕ HS PT Conferences (5:30-8:30 pm)
* K-1 PT Conf (3:30-6:45)

DECEMBER 2023 (16=84)						
SUN	MON	TUES	WED	THUR	FRI	SAT
					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						

+ Early Release ◆ Holiday Break

ELEMENTARY/MIDDLE SCHOOL/HIGH SCHOOL

Quarter will end on date set at grade level.

End of 1st Semester - (84 days)

End of 2nd Semester - (90 days)

GRADUATION Sunday, May 19, 2024 2:00 p.m., Huron Arena

174 Student Contact Days
2 Conference Days
4 Teacher In-Service Days
.5 Teacher Check-out (1/2 day)
180.5 Total Teacher Days

JANUARY 2024 (20=104)						
SUN	MON	TUES	WED	THUR	FRI	SAT
	◆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			

◆ New Year's Day Holiday ▲ Teach In-serve + Early Release ◆ Martin Luther King Holiday
✕ HS PT Conferences (5:30-8:30 pm)

FEBRUARY 2024 (19=123)						
SUN	MON	TUES	WED	THUR	FRI	SAT
				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		

+ Early Release ◆ Vacation ◆ Presidents' Day ■ 4-5 PT Conf (3:30-6:45)

MARCH 2024 (17=140)						
SUN	MON	TUES	WED	THUR	FRI	SAT
					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						

+ Early Release ◆ Spring Break ✕ HS PT Conferences (5:30-8:30 pm)
** 2-3 PT Conf (3:30-6:45) * K-1 PT Conf (3:30-6:45) ■ MS PT Conf (3:30 to 6:30)

APRIL 2024 (21=161)						
SUN	MON	TUES	WED	THUR	FRI	SAT
	◆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				

+ Early Release ◆ Vacation

MAY 2024 (13=174)						
SUN	MON	TUES	WED	THUR	FRI	SAT
			+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	

● Last day of classes □ Teacher Checkout ◆ Memorial Day + Early release
■ Baccalaureate = Last Day of TAP
◆◆ Graduation

Staff Development - Early Release Days

Aug 30 Sep 13 Oct 4 Nov 1 Dec 6
Jan 10 Feb 7 Mar 6 Apr 3 May 1
(Sep __, May 17 also Early Release)

MAKE-UP DAYS FOR SNOW

May 20, 21, 22, 23, 24, 28

CONFERENCES: (All to be determined by principals after calendar approved)

K & 1st Gr Center:
2nd & 3rd Gr Center:
4th & 5th Gr Center:
Middle School:
High School: Sep __, Dec __, Mar __



Huron School District Academic Calendar 2024-2025 School Year

(PTC / OH / ER subject to change)

School Board Approved 00/00/2023

AUGUST 2024 (10)						
SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	+5++	+6	+7	+8	9	10
11	▲12▲▲	▲13	▲14	●15✓	16✓	17
18	19✓	20✓	21k	22	23	24
25	26	27	+28	◆29	◆30	31

+ New Teach Wkdays ++New teach lunch/sub in-service ▲Teach In-serve ▲▲ All Staff In-service 9:30-12:15 ● Aug 15 - 1st Day of School ✓ Kindergarten Screen k Aug 21 - Kindergarten 1st Day † Early Release # Elem Open House (K-1 4:00-5:00) (2-3 5:15-6:30) (4-5 6:45-8:00) *MS Open House 5-6:00

SEPTEMBER 2024 (20=30)						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	◆2	3=	4	5	6	7
8	9	10	†6	7	8	9
15	16	12	13	14	15	16
22	23	19	20	21	22	23
29	30					

◆ State Fair (No School) Aug 30 thru Sep 2 = 1st Day of TAP × HS PT Conferences (5:30-8:30 pm) — Homecoming Parade † Early Release

OCTOBER 2024 (22=52)						
SUN	MON	TUES	WED	THUR	FRI	SAT
		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		

◆ Native American Day † Early Release □ 4-5 PT Conf (3:30-6:45) ** 2-3 PT Conf (3:30-6:45) □□ MS PT Conf (3:30 to 6:30)

NOVEMBER 2024 (17=69)						
SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	†6	7	8	9
10	◆11	12	13	14	15	16
17	18	19	20	23	24	25
24	25	26	◆27	◆28	◆29	30

† Early Release ◆ Vet Day ◆ Holiday Break × HS PT Conferences (5:30-8:30 pm)
* K-1 PT Conf (3:30-6:45)

DECEMBER 2024 (15=84)						
SUN	MON	TUES	WED	THUR	FRI	SAT
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				

† Early Release ◆ Holiday Break

ELEMENTARY/MIDDLE SCHOOL/HIGH SCHOOL

Quarter will end on date set at grade level.

End of 1st Semester - (84 days)

End of 2nd Semester - (90 days)

GRADUATION Sunday, May 18, 2025 2:00 p.m., Huron Arena

174	Student Contact Days
2	Conference Days
4	Teacher In-Service Days
.5	Teacher Check-out (1/2 day)
180.5	Total Teacher Days

JANUARY 2025 (20=104)						
SUN	MON	TUES	WED	THUR	FRI	SAT
			◆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	

◆ New Year's Day Holiday ▲Teach In-serve † Early Release ◆ Martin Luther King Holiday
× HS PT Conferences (5:30-8:30 pm)

FEBRUARY 2025 (18=122)						
SUN	MON	TUES	WED	THUR	FRI	SAT
						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	

† Early Release ◆ Vacation ◆ Presidents' Day □ 4-5 PT Conf (3:30-6:45)

MARCH 2025 (19=141)						
SUN	MON	TUES	WED	THUR	FRI	SAT
						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					

† Early Release ◆ Spring Break × HS PT Conferences (5:30-8:30 pm)

** 2-3 PT Conf (3:30-6:45) * K-1 PT Conf (3:30-6:45) □□ MS PT Conf (3:30 to 6:30)

APRIL 2025 (20=161)						
SUN	MON	TUES	WED	THUR	FRI	SAT
		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			

† Early Release ◆ Vacation

MAY 2025 (13=174)						
SUN	MON	TUES	WED	THUR	FRI	SAT
				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

†Early release ● Last day of classes □ Baccalaureate = Last Day of TAP
◆◆ Graduation □Teacher Checkout ◆Memorial Day

Staff Development - Early Release Days

Aug 28 Sep 6 Oct 2 Nov 6 Dec 11

Jan 8 Feb 5 Mar 5 Apr 2 May 7

(Sep _ - Homecoming TBD, May 19 also Early Release)

MAKE-UP DAYS FOR SNOW

May 20, 21, 22, 23, 27, 28

CONFERENCES: (All to be determined by principals after calendar approved)


K & 1st Gr Center:

2nd & 3rd Gr Center:

4th & 5th Gr Center:

Middle School:

High School: Sep , Dec , Mar

	Huron School District #2-2	Code: GCD Professional Staff Hiring
	Policies and Regulations	

PROFESSIONAL STAFF HIRING

All professional staff members of the district will be employed by the Board upon the recommendation of the Superintendent. Should a person nominated by the Superintendent be rejected by the Board, it will be the Superintendent's duty to make another nomination.

The Superintendent will assure that all persons nominated for employment meet state certification requirements and the qualifications established for the particular position.

Interviewing and selection procedures will assure that the principal or other administrator to be directly responsible for the work of the staff member has an opportunity to aid in his selection; however, the final recommendation to the Board will be made by the Superintendent.

All candidates will be considered on the basis of their merits, qualifications, and the needs of the district. In each instance, the Superintendent and others playing a role in the selection will seek to hire the best-qualified person for the job.

Upon approval by the Board, a ~~teacher~~ **staff member** will receive a written contract to be signed by the ~~teacher~~ **staff member**, Board president, and school district business manager.

The District may offer and, upon the signing of a contract by both parties, pay a signing bonus, moving expenses, or tuition reimbursement to a ~~teacher hired to teach~~ **staff member employed** in the District. The signing bonus, moving expenses, or tuition reimbursement may be paid either in one lump sum upon completion of the ~~teacher's~~ **staff member's** first year of employment in the District, or in installments over a period not to exceed three years from the date the ~~teacher~~ **staff member** signed a contract of employment with the District, and upon the terms and conditions as may be mutually agreed upon by the School Board and the ~~teacher~~ **staff member**. Any signing bonus, moving expenses, or tuition reimbursement authorized by the School Board is in addition to any amount payable under a negotiated ~~teacher's~~ **contract**. **The School Board may negotiate any signing bonus, moving expenses, or tuition reimbursement payment with the staff member's designated collective bargaining representative.**


01/17

~~SD Codified Law concerning signing bonuses:~~

~~13-43-61. Signing bonus, moving expenses, or tuition reimbursement.~~

~~Notwithstanding any other provision of law, a school district may offer and, UPON the signing of a contract by both parties, pay a signing bonus, moving expenses, or tuition reimbursement to a teacher employed in the school district.~~

~~Source: SL 2015, ch 99, § 1.~~

	Huron School District #2-2	Code: GCD Professional Staff Hiring
	Policies and Regulations	


13-43-62. Payment in lump-sum or installments.

Any payment authorized in § 13-43-61 may be paid as follows:

(1) In one lump-sum upon completion of the teacher's first year of employment in the school district; or

(2) In installments over a period not to exceed three years from the date the teacher signed a contract of employment with the school district, and upon the terms and conditions as may be mutually agreed upon by the school district and the teacher.

Source: SL 2015, ch 99, § 2.

	Huron School District #2-2	Code: JFCD Bullying
	Policies and Regulations	

SECTION 1 – Policy Statement

The District is committed to maintaining a constructive, safe, and bullying-free school climate that is conducive to all students' educational opportunities and which fosters an environment in which all students are treated with respect and dignity. Bullying can inhibit a student's educational opportunities and may also have long-term negative effects on a student. Bullying of students shall not be tolerated and is strictly prohibited. Bullying of students from other schools who are at a District activity, parents, school employees, guests, visitors, volunteers and vendors of the District shall also not be tolerated and is strictly prohibited.

This policy shall not be interpreted or applied to prohibit civil exchange of opinions or debate protected under the state or federal constitutions if the opinion expressed does not otherwise materially or substantially disrupt the education process or intrude upon the rights of others. However, conduct which substantially interferes with the work of the school, causes material and substantial interference with school work and discipline, and might reasonably have led school authorities to forecast substantial disruption of or material interference with school activities is not constitutionally protected speech and is therefore prohibited under this policy.


All students, parents, employees, guests, visitors, volunteers and vendors shall conduct themselves in a civil and responsible manner and in a manner consistent with school policies related to student, parent, employee and visitor conduct. This policy prohibiting bullying shall apply to all students, parents, employees, guests, visitors, volunteers and vendors while on school property, while attending or participating in school activities, on school-owned property or on non-school property, while in any school-owned or leased vehicle, while at a school bus stop, or when in a private vehicle located on school property during school or during school activities.

The District shall investigate all reported instances involving bullying. Unless a different person is designated by the Superintendent to conduct the investigation, the Principal of the school attendance center where the bullying is alleged to have occurred is responsible for investigating the alleged bullying. Allegations of bullying may also be reported by the administration to other authorities, including but not limited to law enforcement.

Students who violate this policy shall be subject to appropriate disciplinary action, up to and including expulsion. Employees who violate this policy shall be subject to appropriate disciplinary action, up to and including termination of employment. Parents, guests, visitors, volunteers, and vendors who violate this policy may be prohibited from being on school property.

Pursuant to state law:

- A. any school district employee, school volunteer, student, or parent who promptly reports in good faith an act of bullying to the appropriate school district official as designated in the school district's policy, and who makes the report in compliance with the provisions of the school district's policy, is immune from any cause of action for damages arising from failure to remedy the reported incident, and
- B. no cause of action is created against the school district, school district employee, school volunteer, student, or parent unless there has been substantial noncompliance with the school district's policy which results in injury to a person.

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	Policies and Regulations	


The District will maintain confidentiality to the maximum extent possible under the circumstances. However, a person reporting bullying conduct must understand that should the administrator who is investigating the report determine there is reasonable cause to suspect that bullying did occur which could result in administrative discipline or a referral to the School Board, the person alleged to have abused the other person may have the right to know the identity of the person(s) making the report in order that he/she may have an opportunity to defend himself/herself.

The District strictly prohibits retaliation against any person because he or she has made a report, testified, assisted, or participated in the investigation of a report of alleged bullying. Retaliation includes, but is not limited to, any form of verbal or physical reprisal or adverse pressure. The person(s) alleged to have bullied another person shall not directly or indirectly (such as through another person) harass, pressure, or retaliate against any other person because of the complaint being reported. A violation of this provision may lead to separate disciplinary action based on the retaliation. Any person who believes he or she is being subjected to retaliation because of his or her involvement with a bullying report should immediately contact a school administrator.

Complaints against school employees and complaints related to Sexual Harassment are addressed through other school district policies and not through this policy.

SECTION 2 – Bullying Defined

- A. Bullying is an intentional isolated act or pattern of repeated conduct toward another person that is sufficiently severe and offensive to a reasonable person, and
 1. has the purpose or effect of creating an intimidating, hostile or offensive school environment for one or more students, parents, employees, guests, visitors, volunteers or vendors, and/or
 2. has the purpose or effect of substantially or unreasonably interfering with a student’s educational opportunities (i.e., academic, co-curricular activities, extra-curricular activities, and social opportunities, etc. within the school environment), employee’s and volunteer’s work environment or performance, or access by parents, guests, visitors or vendors, and/or
 3. places a person in reasonable fear of harm to his or her person or damage to his or her property, and/or
 4. causes physical hurt or psychological distress to a person, and/or
 5. constitutes retaliation against any person for asserting or alleging an act of bullying, and/or
 6. disrupts the orderly operation of a school.
- B. Bullying conduct includes threats, intimidation, physical violence, theft, destruction of property, hazing, stalking (SDCL 22-19A-1), harassment (SDCL 22-19A-4), and threatening or harassing contact by telephone or other communication devices, commonly referred to as cyberbullying (SDCL 49-31-31). Neither the physical location nor the time of day of any incident involving the use of computers or other electronic devices is a defense to any disciplinary action taken by the School District for conduct determined to meet the definition of bullying in SDCL 13-32-15.


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1. Hazing defined: any verbal or physical act or acts done on school property or at a school activity which directed toward another person and done for the purpose of initiation into any group, regardless of whether the group is a school sanctioned organization, when the act or acts causes or may create a reasonable risk of causing mental, emotional or physical harm to the person who is the recipient of the act or acts.
2. Stalking defined: willfully, maliciously, and repeatedly following or harassing another person; making a credible threat to another person with the intent to place that person in reasonable fear of death or great bodily injury; or willfully, maliciously, and repeatedly harassing another person by means of any verbal, electronic, digital media, mechanical, telegraphic, or written communication.
3. Harass defined: a knowing and willful course of conduct directed at a specific person which seriously alarms, annoys, or harasses the person, and which serves no legitimate purpose.
4. Threatening or harassing contacts by telephone or other electronic communication device defined: using or knowingly permitting a telephone or other electronic communication device under his or her control for any of the following purposes:
 - (1) to contact another person with intent to terrorize, intimidate, threaten, harass or annoy such person by using obscene or lewd language or by suggesting a lewd or lascivious act,
 - (2) to contact another person with intent to threaten to inflict physical harm or injury to any person or property,
 - (3) to contact another person with intent to extort money or other things of value,
 - (4) to contact another person with intent to disturb that person by repeated anonymous telephone calls or intentionally failing to replace the receiver or disengage the telephone connection.

SECTION 3 – Reporting Procedure

Any individual who believes that he or she has been or is being subjected to bullying or has reason to suspect another person has been or is being subjected to bullying should immediately report it to a teacher or school administrator. The report may be made verbally or in writing. A report may be made anonymously, although disciplinary action may not be based solely on an anonymous report. If disciplinary action is being requested, the individual reporting the bullying will be asked to either submit a signed written complaint or sign a completed Bullying Report Form, Exhibit JFCD-E(1), verifying the accuracy of its content. The written complaint or Bullying Report Form must include the following:

- the date the written complaint was filed or the Bullying Report Form was completed,
- the school employee receiving the complaint (if applicable),
- the name of the person reporting the bullying,
- the address/phone # of the person reporting the bullying,

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- the specific conduct or nature of the bullying complaint including the person(s) alleged to have bullied the complaining party or another person, the date(s) and location where the conduct occurred, witnesses, etc.,
- the date the school employee completed the form (if applicable),
- the date and signature of the person reporting the bullying.

If the signed written complaint was given to a teacher, or if the Bullying Report Form was completed by a teacher, the teacher shall forward the complaint or Bullying Report Form to the teacher's building principal.

SECTION 4 – Procedure for Addressing Bullying Complaints

STEP 1: Principal.

Should there be a report which alleges a District student, parent, employee, guest, visitor, volunteer or vendor has been subjected to bullying, an investigation into the alleged bullying will be initiated. The District's investigation may include, but is not limited to, such things as interviewing individuals with actual or possible knowledge regarding the conduct in question, identifying facts related to the conduct in question, identifying when and over what period of time the conduct is to have occurred, determining whether the conduct negatively affects the educational opportunities or employment condition of the victim, identifying prior history of a similar nature by any of the individuals involved, and attempting to obtain possible verification from other persons. The investigation shall be conducted promptly, **utilize a third-party recorder**, and be completed in a reasonable time frame given the nature of the complaint.


The person alleged to have bullied another person will be notified that a complaint has been filed pursuant to this policy and that the complaint is being investigated. The name of the person making the complaint will not be disclosed to the person alleged to have violated this policy unless and until the investigation results in a determination that there is reasonable cause to suspect that bullying did occur.

Upon reasonable suspicion by the school administrator responsible for the investigation that the allegation of bullying may be true, the employee, student or other person accused of bullying conduct shall be notified in writing that reasonable suspicion exists that the complaint may be valid, including a statement of the facts supporting the determination that reasonable suspicion exists, and the name of the alleged victim.

The person alleged to have bullied another person in violation of this policy shall be afforded an opportunity to respond to the allegation of bullying but is not required to submit a response.

Pending the outcome of the investigation the school administrator responsible for conducting the investigation may take such action consistent with school policy and state law as deemed appropriate in order to facilitate the investigation and protect the rights of all persons involved. If there is reasonable suspicion to believe that a person bullied another person while at school or at a school activity on non-school property in violation of this policy, the administration may prohibit that person from being on school property or at school activities.

Upon reasonable suspicion by the school administrator responsible for the investigation that the allegation of bullying may be true, the employee, student or other person accused of bullying conduct shall be notified in writing that reasonable suspicion exists that the complaint may be valid, a statement of the facts supporting the

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determination that reasonable suspicion exists, and the name of the alleged victim and complaining individual(s).

The person alleged to have bullied another person in violation of this policy shall be afforded an opportunity to respond in writing to the notification of alleged bullying but is not required to submit a written response.

At the conclusion of the investigation, the Principal shall make a determination as to whether bullying did occur or whether the facts are insufficient to determine that a determination that bullying occurred. The complainant and the person alleged to have bullied another person will receive written notice of the Principal's determination. Should the Principal conclude that bullying did occur, the Principal shall take such action as deemed appropriate, which may include imposing disciplinary consequences on the person found to have violated this policy prohibiting bullying.


STEP 2: Appeal to the Superintendent

The following procedure shall be used to address an appeal of the Principal's decision in Step 1 to the Superintendent :

1. If either party is not satisfied with the Principal's decision, or if the Principal does not render a written decision within fourteen (14) calendar days of the request for a decision on the merits of the complaint, that party may appeal to the Superintendent by filing form JFCD-E(2). The appeal must be filed within ten (10) calendar days of receipt of the Principal's written decision, or ten (10) days of the deadline for the Principal's written decision, whichever comes first. The appealing party must attach the Principal's written decision.
2. Within fourteen (14) calendar days from the date the appeal was filed, the Superintendent shall render a decision in writing. All parties shall receive copies of the decision. The Superintendent shall uphold, reverse, modify the principal's decision, or the Superintendent may refer the matter back to the Principal for further investigation and supplemental decision which decision may restate, modify or reverse the Principal's initial decision. A supplemental decision by the Principal after a referral back to the Principal is subject to appeal to the Superintendent. The time frame for rendering a decision by the Superintendent may be extended by the Superintendent for good cause and upon written notification to all parties, which notification shall identify the reason for the extension and the date on or before which the decision shall be rendered.


STEP 3: Appeal to the Board

If either party is not satisfied with the Superintendent's decision, or if the Superintendent does not render a written decision within fourteen (14) calendar days of the receipt of the appeal, that party may appeal to the School Board by filing with the Business Manager using Form JFCD-E(3) within ten (10) calendar days of receipt of the Superintendent's written decision, or ten (10) days of the deadline for the Superintendent's written decision, whichever comes first. The appeal shall be in writing and the appealing party must attach to the appeal the Principal's written decision, the appeal to the Superintendent, and the Superintendent's written decision or notice of the Superintendent's failure to render a written decision.

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The following procedure shall be used by the Board to address an appeal of the Superintendent's decision on the merits related to a bullying complaint:

1. Upon receipt by the Board President/Chairperson of an appeal by the Complainant, a copy of the appeal shall be given to the person alleged to have violated the bullying policy.
2. Upon receipt of an appeal, the Board shall at its next meeting schedule a date, time and location for the appeal hearing.
3. The following procedure shall be applicable at the appeal hearing before the Board:
 - A. The Board shall appoint a board member or a person who is not an employee of the school district as the hearing officer;
 - B. Within thirty (30) calendar days of an appeal being filed with the Board, the Board shall conduct a hearing in executive session;
 - C. The Complainant, person alleged to have violated the bullying policy, and Superintendent each have the right to be represented at the hearing;
 - D. The Board shall make a verbatim record of the hearing by means of an electronic or mechanical device or by court reporter. This record and any exhibits must be sealed and must remain with the hearing officer until the appeal process has been completed;
 - E. The issue on appeal is whether the Superintendent's decision should be upheld, reversed or modified;
 - F. All parties shall be given the opportunity to make an opening statement, with the appealing party being given the first opportunity, followed by the other party, and then the Superintendent;
 - G. The appealing party shall present his or her case first, and the other party shall then present his or her case. Both parties shall have the opportunity to ask questions of the other's witnesses. The hearing officer and board members may ask questions of any witness;
 - H. The Superintendent shall present the basis of his/her decision which led to the appeal. Both parties shall have the opportunity to ask the Superintendent questions. The hearing officer and board members may also ask questions of the Superintendent;
 - I. Unless a witness is a party to the appeal, witnesses may be present only when testifying unless the hearing officer rules otherwise. All witnesses must take an oath or affirmation administered by the School Board president, hearing officer or other person authorized by law to take oaths and affirmations;
 - J. The hearing officer shall admit all relevant evidence. The hearing officer may limit unproductive or repetitious evidence. The strict rules of evidence do not apply. *Moran v. Rapid City Area School Dist.*, 281 N.W.2d 595. 602 (S.D. 1979).

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K. All parties shall be given the opportunity to make a closing statement, with the appealing party having the first opportunity, followed by the other party, and then the Superintendent. The appealing party shall be given the opportunity for a brief rebuttal;

L. After the evidentiary hearing, the Board shall continue to meet in executive session for deliberations. No one other than the hearing officer may meet with the Board during deliberations. The Board may seek advice during deliberation from an attorney who has not represented any of the parties to the hearing. Consultation with any other person during deliberation may occur only if a representative of both parties and Superintendent are present. The Board may, in its sole discretion, continue the proceedings and make a final decision on the appeal at a later date; Within twenty (20) calendar days of the hearing, the Board shall render its decision and issue its written Findings of Fact, Conclusions of Law and Decision. The time frame for rendering a decision may be extended by the Board President for good cause and upon written notification to both parties and the Superintendent, and the notification shall identify the reason for the extension and the date on or before which the decision shall be rendered;

M. The decision of the School Board must be based solely on the evidence presented at the hearing and must be formalized by a motion made in open meeting. The Board will convene in open session and a motion to uphold, reverse, or modify the Superintendent's decision shall be made and voted upon. Findings of Fact, Conclusions of Law and Decision, consistent with the Board motion shall be in writing and approved by the Board. Both parties, the Principal and the Superintendent will receive copies after the Findings of Fact, Conclusions of Law and Decision are approved by the Board.

N. Following the Board hearing, should the Board determine there has been a violation of this policy prohibiting bullying, Board action may include but is not limited to the following: (1) suspend or expel a student from any or all school programs, including but not limited to classes, extracurricular activities, or attendance at school activities; (2) pursuant to statute, reprimand, suspend without pay, or terminate the contract of an employee, or (3) prohibit a person from being on school property or at school activities for such time as may be determined by the Board.

O. If either party is dissatisfied with the Board's decision, that party may appeal the decision by filing an appeal to circuit court pursuant to SDCL 13-46-1.

Monitoring Effectiveness

The superintendent is responsible for monitoring the effectiveness of the bullying/harassment prevention efforts and timely reporting to the Board of Education. The administrators will annually report to the superintendent the number and type of complaints investigated under this policy and the results, including disciplinary actions taken and the effectiveness of those actions, including follow-up contacts. The documentation supplied by the administrators will be reviewed by central administration to coordinate data district-wide and formulate a comprehensive report. The report will include the number and type of complaints filed under this policy with comparative data from previous years as it becomes available. The report may also include district-wide or individual building survey results related to bullying and harassment. This policy shall not be interpreted to prohibit the civil exchange of opinions or debate protected under the state or federal constitutions where the opinion expressed does not otherwise materially or substantially disrupt the education process or intrude upon the rights of others.

Associated School Boards of South Dakota	NEPN Code: JFCD-E(1)
Policy Reference Manual	

BULLYING COMPLAINT REPORT FORM

Date Form Completed: _____

Form Completed by: _____

Person Reporting the Bullying: _____

Address/Phone # of the Person Reporting the Bullying:

Nature of Complaint: (With specificity, identify the person(s) alleged to have bullied, the conduct which is the basis of the bullying complaint, when/where the conduct occurred, the person(s) alleged to have bullied, witnesses, and any other pertinent information):

_____ (use additional sheets if necessary).

Date

School Employee Completing the Bullying Report Form

Date

Person Reporting the Bullying

Adopted: 6/1/2011
Revised: 12/8/2014
Reviewed:

ASBSD sample exhibits are intended to be a guide for school districts. As is the case with any exhibit, a local school district's unique circumstances, challenges and opportunities need to be considered.

AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirtieth day of January in the year Two Thousand and Twenty Three
(In words, indicate day, month and year.)

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

Huron Public School District
150 5th St. SW
Huron, SD 57350

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

JLG Architects
232 S. Main Ave.
Sioux Falls, SD 57104

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

213179.06 – Huron School District – CTE
Our understanding is the Project consists of an addition to the existing CTE building. This addition will include a shop, green house, and class room space totaling roughly 35,000 SF. As well as investigating options for an updated entry with collaboration space for students, site work including parking and bus drop off.

The Owner and Architect 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.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect's services include the following consulting services, if any:

Pre-design services as outlined in the proposal dated October, 2022

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in

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

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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 2; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes:

- (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.

The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality."

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Compensation shall be fixed fee in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00)

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of One point Five percent (1.5 %) monthly, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Six (6) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Limitation of Liability

To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for any and all claims, losses, costs, damages, of any nature whatsoever or claims expenses from any cause or causes, including attorney's

Init.

fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total compensation for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Claims and disputes:

The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand. Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be the following: Litigation in a court of competent jurisdiction.

Exhibits:

Exhibit B: JLG Image Release

Exhibit C: Schedule of Hourly Compensation & Reimbursable Expenses

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

OWNER (Signature)

Garret Bischoff, President
(Printed name and title)

ARCHITECT (Signature)

Catherine Dekkenga, AIA, Principal
(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B105™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:08:29 ET on 01/31/2023.

PAGE 1

AGREEMENT made as of the Thirtieth day of January in the year Two Thousand and Twenty Three

...

Huron Public School District
150 5th St. SW
Huron, SD 57350

...

JLG Architects
232 S. Main Ave.
Sioux Falls, SD 57104

...

213179.06 – Huron School District - CTE

Our understanding is the Project consists of an addition to the existing CTE building. This addition will include a shop, green house, and class room space totaling roughly 35,000 SF. As well as investigating options for an updated entry with collaboration space for students, site work including parking and bus drop off.

PAGE 2

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect's services include the following consulting services, if any:

...

Pre-design services as outlined in the proposal dated October, 2022

PAGE 3

The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 2; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes:

...

(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.

...

The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality."

...

Compensation shall be fixed fee in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00)

...

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

...

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10 %).

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Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of One point Five percent (1.5 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

...

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to

Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Six (6) months of the date of this Agreement through no fault of the Architect.

...

Limitation of Liability

PAGE 4

To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for any and all claims, losses, costs, damages, of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total compensation for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

...

Claims and disputes:

...

The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand. Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be the following: Litigation in a court of competent jurisdiction.

...

Exhibits:

...

Exhibit B: JLG Image Release

...

Exhibit C: Schedule of Hourly Compensation & Reimbursable Expenses

...

Garret Bischoff, President

(Printed (Printed name and title)title)

Catherine Dekkenga, AIA, Principal

(Printed name, title, and license number, if
~~required~~required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Catherine Dekkenga, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:08:29 ET on 01/31/2023 under Order No. 4104237673 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ - 2017, Standard Short Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Third day of September in the year Two Thousand and Twenty Two
(In words, indicate day, month and year.)

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

Huron Public School District
150 5th St. SW
Huron, SD 57350

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

JLG Architects
232 S. Main Ave.
Sioux Falls, SD 57104

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

21392 – Huron School District – Arena A/C
Adding air conditioning to the existing Arena building

The Owner and Architect 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.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 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.

(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.)

The project consists of adding air conditioning to the existing Arena building.

§ 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.)

Existing Arena building with barrel vault, located on the school property.

§ 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.)

Estimated Cost of Work: \$1,000,000

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

- .1 Design phase milestone dates, if any:

Design: July 1, 2022 - September 1, 2022

CD: Sept 2, 2022 - February 1, 2023

Bidding to happen February 2023

Construction will be in two phases – inner Arena and outer Arena, dates to be determined with the Owner upon hiring of contractor

.2 Construction commencement date:

June 2023

.3 Substantial Completion date or dates:

October 2023

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design/Bid/Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Kelly Christopheron
Huron Public School District
150 5th St. SW
Huron, SD 57350
Telephone:
Email: kelly.christopherson@k12.sd.us

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

(List name, address, and other contact information.)

N/A

Init.

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

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

By Architect

.3 Other, if any:

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

N/A

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

Catherine Dekkenga
JLG Architects
232 S. Main Ave.
Sioux Falls, SD 57104

Telephone: 605-271-2531
Email: cdekkenga@jlgarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Alberton Engineering
215 N. Main Ave.
Sioux Falls, SD 57103
Telephone:

.2 Mechanical Engineer:

Associated Consulting Engineers, Inc., Ryan Van der Bill
340 S. Phillips Ave.
Sioux Falls, SD 57104
Telephone: 605-335-3720

Init.

3 Electrical Engineer:

Associated Consulting Engineers, Inc., Brad Shope
340 S. Phillips Ave.
Sioux Falls, SD 57104
Telephone: 605-335-3720

4 Civil Engineer:

Stockwell Engineers
801 N. Phillips Ave.
Suite 100
Sioux Falls, SD 57104

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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

Proposal dated January , 2023

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

Init.

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

Init.

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

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

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner approach(es) to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at points mutually agreed upon with Owner and Contractor prior to or at the start of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1)

known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review, or take other appropriate action per specifications, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The

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Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

§ 3.6.7 Disclaimer of Duty to Review Supplementary Video Information

1. The Parties agree and understand that, during the course of the construction of the Work, the Owner, Contractor, or other Project participants may choose to, at their own expense and initiative, make use of supplemental video imagery and information sourced from devices such as project webcams, Unmanned Aerial Vehicles, including but not limited to drones, and/or other videography equipment, in order to obtain visual information and documentation regarding the state of the progress and/or quality of the Work (collectively "Supplementary Video Information"). Notwithstanding the foregoing, the Parties expressly agree and acknowledge the following:
 1. Since Supplementary Video Information encompasses only certain limited visual information and provides neither complete nor comprehensive visual information/measurements/dimensions, nor any tactile, auditory, or olfactory feedback whatsoever, such Supplementary Video Information shall not be used as a substitute for or required supplement to Architect's Construction Phase services, herein, but rather may, to the extent provided and made available to Architect in a reasonably timely, legible, and complete fashion, supplement the other data and information obtained by Architect pursuant to Architect's Construction Phase Services, herein.
 2. Architect shall have no obligation to conduct a comprehensive or continuous review of any Supplementary Video Information, but rather may, at its sole discretion, choose to review such Supplementary Video Information, or any portion thereof, in connection with the performance of its Construction Phase Services on the Project.
 3. Architect's receipt of any Supplementary Video Information shall not in any way change the provisions of the Construction Phase Services described, herein, to the effect that Architect's observation of the Work shall be limited to becoming generally familiar with the progress and quality of the Work and to determine, in general, if the Work observed appears to be in general conformance with the Contract Documents based upon the Architect's site visits of the Project during construction pursuant to this Agreement, and that Architect shall not be required to make continuous or exhaustive on-site inspections of any kind with respect to the quality, quantity, or progress of the Work and, under no circumstances shall Architect have any responsibility with respect to the Contractor's construction means, methods, techniques, sequences, or procedures with respect to the Work or any portion or part thereof.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided

§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Not Provided
§ 4.1.1.10	Architectural interior design	Not Provided
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	Not Provided
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Not Provided
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

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

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

SS 4.1.1.8 Civil Engineering: Limited to usual and customary civil engineering services

§ 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.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or 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;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 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 consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: (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. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 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.

§ 5.5 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.

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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

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

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§ 5.11 The Owner shall provide prompt written notice to the 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include 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 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, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect 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 Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, 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 Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand. Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be as selected in the sections to follow.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, 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 Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

Init.

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension and as planned and communicated per schedule for two (2) weeks following suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon 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 seven days' written notice to the Architect for the Owner's convenience and without cause.

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

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

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

.1 Termination Fee:

An amount equal to the average of the Architect's previous two invoices, prior to the date of termination.

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

As mutually agreed

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

Init.

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

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

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

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

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" 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.

ARTICLE 11 COMPENSATION

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

1 Stipulated Sum

(Insert amount)

Compensation in the amount of One Hundred Forty Two Thousand Dollars and Zero Cents (\$142,000.00)

2 Percentage Basis

(Insert percentage value)

N/A of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 Other

(Describe the method of compensation)

N/A

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

Hourly or as mutually agreed upon in advance of services

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

Hourly or as mutually agreed upon in advance of services

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

As mutually agreed by Owner and Architect in advance of services

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

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty	percent (	30	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty Five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

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

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

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

See Exhibit C – Hourly Compensation and Reimbursable Expenses

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

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

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

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 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 the Architect.

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

1.5 % Monthly

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

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

§ 11.10.2.4 Owner Agrees to receive invoices by email, which will be sent to the following individual and email

address:

Full Name: Kelly Christopherson
Email Address: kelly.christopherson@k12.sd.us

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

1. AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
2. AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

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

Exhibit B: JLG Image Release
Exhibit C: Schedule of Hourly Compensation & Reimbursable Expenses

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

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

OWNER (Signature)

Garret Bischoff, President
(Printed name and title)

ARCHITECT (Signature)

Catherine Dekkenga, AIA, Principal
(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:50:07 ET on 01/30/2023.

PAGE 1

AGREEMENT made as of the Twenty Third day of September in the year Two Thousand and Twenty Two

...

Huron Public School District
150 5th St. SW
Huron, SD 57350

...

JLG Architects
232 S. Main Ave.
Sioux Falls, SD 57104

...

21392 – Huron School District – Arena A/C
Adding air conditioning to the existing Arena building

PAGE 2

TABLE OF ARTICLES

...

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

...

The project consists of adding air conditioning to the existing Arena building.

...

Existing Arena building with barrel vault, located on the school property.

...

Estimated Cost of Work: \$1,000,000

PAGE 3

Design: July 1, 2022 - September 1, 2022

...

CD: Sept 2, 2022 - February 1, 2023

...

Bidding to happen February 2023

...

Construction will be in two phases – inner Arena and outer Arena, dates to be determined with the Owner

...

upon hiring of contractor

...

June 2023

...

October 2023

...

Design/Bid/Build

...

N/A

...

Kelly Christopheron

Huron Public School District

150 5th St. SW

Huron, SD 57350

Telephone:

Email: kelly.christopherson@k12.sd.us

...

N/A

PAGE 4

N/A

...

By Architect

...

N/A

...

Catherine Dekkenga

JLG Architects

232 S. Main Ave.

Sioux Falls, SD 57104

Telephone: 605-271-2531

Email: cdekkenga@jlgarchitects.com

...

Alberton Engineering

...

215 N. Main Ave.

...

Sioux Falls, SD 57103

...

Telephone: --

...

Associated Consulting Engineers, Inc., Ryan Van der Bill

...

340 S. Phillips Ave.

...

Sioux Falls, SD 57104

...

Telephone: 605-335-3720 --

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Associated Consulting Engineers, Inc., Brad Shope

...

340 S. Phillips Ave.

...

Sioux Falls, SD 57104

...

Telephone: 605-335-3720 -

...

4. Civil Engineer:

...

Stockwell Engineers

...

801 N. Phillips Ave.

...

Suite 100

...

Sioux Falls, SD 57104

...

N/A

...

Proposal dated January, 2023

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

...

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

...

§ 2.5.5 Employers' Liability with policy limits ~~not less than (\$) each accident, (\$ Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00)~~ each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of ~~not less than (\$ Two Million Dollars and Zero Cents (\$ 2,000,000.00)~~ per claim and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate.

...

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

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner ~~alternative approaches~~ approach(es) to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

...

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

PAGE 10

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

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

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§ 3.6.7 Disclaimer of Duty to Review Supplementary Video Information

1. The Parties agree and understand that, during the course of the construction of the Work, the Owner, Contractor, or other Project participants may choose to, at their own expense and initiative, make use of supplemental video imagery and information sourced from devices such as project webcams, Unmanned Aerial Vehicles, including but not limited to drones, and/or other videography equipment, in order to obtain visual information and documentation regarding the state of the progress and/or quality of the Work (collectively "Supplementary Video Information"). Notwithstanding the foregoing, the Parties expressly agree and acknowledge the following:
 1. Since Supplementary Video Information encompasses only certain limited visual information and provides neither complete nor comprehensive visual information/measurements/dimensions, nor any tactile, auditory, or olfactory feedback whatsoever, such Supplementary Video Information shall not be used as a substitute for or required supplement to Architect's Construction Phase services, herein, but rather may, to the extent provided and made available to Architect in a reasonably timely, legible, and complete fashion, supplement the other data and information obtained by Architect pursuant to Architect's Construction Phase Services, herein.
 2. Architect shall have no obligation to conduct a comprehensive or continuous review of any Supplementary Video Information, but rather may, at its sole discretion, choose to review such Supplementary Video Information, or any portion thereof, in connection with the performance of its Construction Phase Services on the Project.

3. Architect's receipt of any Supplementary Video Information shall not in any way change the provisions of the Construction Phase Services described, herein, to the effect that Architect's observation of the Work shall be limited to becoming generally familiar with the progress and quality of the Work and to determine, in general, if the Work observed appears to be in general conformance with the Contract Documents based upon the Architect's site visits of the Project during construction pursuant to this Agreement, and that Architect shall not be required to make continuous or exhaustive on-site inspections of any kind with respect to the quality, quantity, or progress of the Work and, under no circumstances shall Architect have any responsibility with respect to the Contractor's construction means, methods, techniques, sequences, or procedures with respect to the Work or any portion or part

ARTICLE thereof.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

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§ 4.1.1.1	Programming	<u>Not Provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>

§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>

...

SS 4.1.1.8 Civil Engineering: Limited to usual and customary civil engineering services

...

N/A

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 ~~Four (4)~~ visits to the site by the Architect during construction

...

- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 One (1) inspections for any portion of the Work to determine final completion.

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

...

§ 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; 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: (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. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand. Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be as selected in the sections to follow.

...

[X] Litigation in a court of competent jurisdiction

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension and as planned and communicated per schedule for two (2) weeks following suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

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

...

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

...

An amount equal to the average of the Architect's previous two invoices, prior to the date of termination.

...

As mutually agreed

PAGE 21

Compensation in the amount of One Hundred Forty Two Thousand Dollars and Zero Cents (\$142,000.00)

...

(~~→~~) % N/A of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

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Hourly or as mutually agreed upon in advance of services

...

Hourly or as mutually agreed upon in advance of services

...

As mutually agreed by Owner and Architect in advance of services

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty Five</u>	percent (<u>25</u>	%)

...

See Exhibit C – Hourly Compensation and Reimbursable Expenses

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

...

None

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the

Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 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 the Architect.

...

1.5 % Monthly

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§ 11.10.2.4 Owner Agrees to receive invoices by email, which will be sent to the following individual and email address:

...

Full Name: Kelly Christopherson

Email Address: kelly.christopherson@k12.sd.us

...

None

...

Exhibit B: JLG Image Release

...

Exhibit C: Schedule of Hourly Compensation & Reimbursable Expenses

...

Garret Bischoff, President

Catherine Dekkenga, AIA, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Catherine Dekkenga, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:50:07 ET on 01/30/2023 under Order No. 4104237673 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Kelly Christopherson
Business Manager
150 5th St. SW
Huron, SD 57350
P: (605) 353-6995
F: (605) 353-6994
kelly.christopherson@k12.sd.us

Date: February 9, 2023

To: School Board Members
Dr. Kraig Steinhoff, Superintendent

From: Kelly Christopherson 

RE: School Bus Bids

We opened bids for two new yellow school buses on February 7, 2023. Two bids were received and bid tabulations are attached. The low bid for Unit #1, a 77-passenger bus seated for 71 passengers was submitted by North Central Bus Sales for \$128,009. The low bid did not quite meet specification, it has two batteries instead of the three requested, it has two heaters instead of the three requested, and it does not have LED headlights. We feel these three deviations are not worth the \$9,911 cost to purchase the other bus that meets the specifications. Last year we purchased a similar bus for \$99,685. The bus this year is 28% more.

The low bid for Unit #2, a 21-passenger bus was submitted by North Central Bus Sales for \$78,089. The low bid bus deviates quite a bit from our specifications. The other bid was submitted by Foreman Sales and Service for \$86,891. We recommend rejecting the low bid and purchasing the bus from Foreman Sales and Service that meets our specifications. We believe the additional equipment is worth the money. With the bus that meets our specifications we will get:

- Two push out windows for emergency exits.
- A flat floor without wheel wells.
- A better driver's seat.
- Electrically adjustable exterior mirrors.
- Two integrated child seats.
- A 16 LED light monitor.

- Exterior LED back-up lights, LED 8-way lights, and LED headlights.
- Heavy mud flaps.
- 40,000 more miles of engine and transmission warranty.
- Warranty work will be performed in Miller, SD instead of St. Cloud, MN.

This bus is on the Clean Diesel Grant so 25% of the cost difference ($\$8,802 \times 25\% = \$2,200$) will be covered by the grant.

I recommend awarding the bid for Unit #1 to North Central Bus Sales for \$128,009.

I recommend awarding the bid for Unit #2 to Foreman Bus Sales for \$86,891.

Huron School District 2-2

Unit #1 - Diesel 77 Passenger School Bus Seated 71

Bid Recap

February 7, 2023 at 3:00 p.m.

Vendor	Bond/ Check	Bus	Base Price	Meet's Specifications?
I-State Truck Center	Yes	2025 Freightliner	137,920.00	Yes
North Central Bus Sales	Yes	2024 Bluebird	128,009.00	No, see notes

Huron School District 2-2
Unit #2 - Gas 21 Passenger School Bus
Bid Recap
February 7, 2023 at 3:00 p.m.

Vendor	Bond/ Check	Bus	Base Price	Meet's Specifications?
Foreman's Sales and Service	Yes	2024 Freightliner	86,891.00	Yes
North Central Bus Sales	Yes	2024 Bluebird	78,089.00	No, see notes