JACKSON PUBLIC SCHOOLS
REGULAR BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

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1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Superintendent's Report
   MASB Presentation Kimberly May ~ Strategic Planning
6. Consent Agenda
   - 25-26-87 Minutes
   - 25-26-88 Human Resources
   - 25-26-89 Monthly Financial Report, April
   - 25-26-90 Certification of Tax Levy
   - 25-26-91 Resolution in Approval of 2026/27 JCISD Proposed Budget
7. **Citizens Requesting to Address the Board** *(Board Policy 0167.3) - this is an opportunity for any citizen present to address the Board on any item. The time limit is normally five (5) minutes, but the president or presiding officer may impose a shorter time limit if necessary.*
8. Discussion Items
   - 25-26-92 NEOLA Update, 1st Reading
   - 25-26-93 SIS Change
   - 25-26-94 Bus Purchase
   - 25-26-95 Stormwater Mgt Resolution
9. Action Items
   - 25-26-96 Approval of Strategic Plan
   - 25-26-97 Resolution Calling Public Hearing on Proposed 2026/27 Budget
   - 25-26-98 Roof Bids
   - 25-26-99 Lenco Painting
   - 25-26-100 Banking Services RFP
   - 25-26-101 TMP Contract
   - 25-26-102 Triangle Contract
10. Board Comments
11. Calendar
    - June 5, 2026 - Last day for students; half day
    - June 17, 2026 - 100 Year Kick-off Meeting, JHS Media Center, 5:30 pm
    - June 23, 2026 - Public Hearing on 2026/27 Proposed Budget; 5:45pm
    - June 23, 2026 - Regular Board Meeting, JHS Media Center, 6:00 pm or immediately following Public Hearing
12. Adjournment

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-87 SUBJECT: Minutes

FOR ACTION: Jeremy Patterson

STATEMENT OF THE ISSUE:

In accordance with Board policy, the minutes of the Board of Education must be approved by the Board.

RECOMMENDATION:

Administration recommends approval of the following minutes as presented:

April 28, 2026	Regular Board Meeting
May 6, 2026	Finance and Facilities Committee Meeting

JACKSON PUBLIC SCHOOLS
Board of Education Minutes
Regular Meeting
April 28, 2026

The Board of Education of the Jackson Public Schools held its Regular Meeting at 6:00 p.m. on Tuesday, April 28, 2026 at Jackson High School, 544 Wildwood Ave., pursuant to notice duly given.

Present: Marilyn Acton, Derek Dobies,Subba Reddy, Cheryl Simonetti, Tabitha Williams, Alaina Sharp
Absent: Kesha Hamilton

Approval of Agenda

Motion by D. Dobies, supported by S. Reddy, to approve the agenda. Motion carried unanimously. Motion carried 6-0

Superintendent's Report

Mr. Patterson expressed appreciation to the district's bus drivers in recognition of Bus Driver's Day, thanking them for their hard work and dedication. He also acknowledged Administrative Professionals Day, extending gratitude to staff for their continued commitment to the district. In addition, he noted that May is Teacher Appreciation Month.

Mr. Patterson shared that Lisa Rando has been named a Top 10 Teacher and will be honored at an upcoming recognition dinner.

He provided an update on the district's Academic Games teams, highlighting their success and strong performance on the national stage.

Lastly, Mr. Patterson gave an update on the district's ongoing strategic planning efforts in partnership with MASB.

Consent Agenda

The consent agenda consisted of the following items:

- 25-26-78 Minutes
- 25-26-79 Human Resources
- 25-26-80 Monthly Financial Report, March
- 25-26-81 2026/27 Calender

Motion by D. Dobies, supported by C. Simonetti, to approve the consent agenda as presented. Motion carried unanimously.

Citizens Requesting to Address the Board

1. John C. King

Discussion Items

25-26-82 Lenco Painting

Mr. Leon discussed the painting schedule with Lenco Painting. Jackson Public Schools has partnered with the company over the past several years and plans to continue utilizing their services for this project. Work will focus on completing the remaining corridors during the summer months. No action is required at this time; the item will be brought back for action in May.

25-26-83 2027FY Preliminary Budget

Mr. Leon presented the preliminary budget from the Jackson ISD. He noted that districts are required to review and approve the ISD budget annually. Additional discussion will take place during the Finance Committee meeting in May. No action is required at this time; the item will be brought back for action in May.

25-26-84 Banking Services RFP

Mr. Leon discussed recent changes involving Comerica Bank and noted that the district last issued a Request for Proposals (RFP) for banking services in 2017. He shared that the district has received 6–7 responses to the current RFP and is in the process of reviewing them. Additional discussion will take place during the Finance Committee meeting in May. No action is required at this time; the item will be brought back for action in May.

Action Items

25-26-85 Taher Annual Contract Renewal

Motion by D. Dobies, supported by A. Sharp, to approve the Taher annual contract renewal. Motion carried unanimously

25-26-86 Non Unit Salary Schedule

Motion by C.Simonetti, supported by T. Williams, to approve the non-unit salary schedule as presented. Motion carried unanimously

Board Comments

The Board members were given an opportunity to provide comments.

Calendar

- May 20, 2026 - JHS Baccalaureate, First United Methodist Church, 6pm
- May 21, 2026 - JHS Honors Night,JHS Auditorium, 6pm
- May 22, 2026 - SCMV Commencement, JHS Auditorium, 1pm
- May 22, 2026 - JHS/Pathways Commencement, Withington Community Stadium, 6pm
- May 25, 2026 - Memorial Day Observance, no school

- May 26, 2026 - Regular Board Meeting, JHS Media Center, 6:00 pm

Adjournment

Motion by D.Dobies, supported by S.Reddy, to adjourn the meeting at 6:28 pm. Motion carried unanimously.

_____

Alaina Sharp, Board Secretary

JACKSON PUBLIC SCHOOLS
Finance/Facilities Committee
Reynolds Hall
Meeting Minutes of 5/6/26

Call to Order:

The meeting was called to order at 1:00pm by Cheryl Simonetti.

Members Present:

Marilyn Acton, Cheryl Simonetti, Derek Dobies, Jeremy Patterson, Julie Baker, Carrie Putman, Jessica Southwell, Todd Frey, Jesse Hagensen, Joe Boertman, Marcus Leon, Matt Farhat

Approval of Agenda and Minutes:

The agenda for today's meeting and the minutes from the 3/11/2026 meeting were approved.

Finance Update:

The check registers for March and April were presented and all questions have been answered.

Secondary chromebook carts were discussed. The district is planning to pilot a classroom cart-based model for 6th grade next year instead of 1 to 1. This will cut down on device breakage when devices go home. It will also help students who leave their devices at home instead of bringing them to school. Students will still have an opportunity to check out devices to take home when needed for assignments.

The 26/27 Budget Assumptions were provided. These are early estimates as the Consensus Revenue Estimating Conference has not occurred yet. The Governor, House and Senate have all proposed a $250 per pupil increase. The 25/26 budget is projected to end in a deficit of 1.6 million. The district is projecting an 89 FTE student loss for next school year. Bargained contracts and health increases account for just over 2 million dollars in increases to the budget for next year. The starting deficit projection is 3.5 million dollars. The district will see some savings with a decrease in the ORS retirement rate costs and an increase in the special education reimbursement. The starting deficit for the 26-27 projected budget is about 3.2 million dollars. The ending estimated fund balance for 26/27 would be 11.7 million or 14.71%. Further discussion will occur at upcoming Board and Finance meetings.

The district conducted a Banking services RFP. Comerica is the district's main depository, and they are merging with Fifth Third. With that change, it was appropriate timing to conduct an RFP. Three finalists have been selected from 7 bids. The finance office will be interviewing candidates next Friday, May 15th. Recommendation will be provided to the BOE in May.

The committee previously discussed the Boom Lift that has been out of service and is not repairable. This equipment is required for the district to reach high areas around the district. The cost will be around 60 – 100k to replace and will be paid out of bond funds. Further information will be provided later.

This week the Parkside Fieldhouse roof membrane detached from the wood enclosure as it lifted from the adhesion. An insurance claim has been filed. This will need to be replaced and will be moved towards the front of the roof replacement cycle through the bond.

Marked up Contracts for TMP and Triangle were provided for the BOE to review. Questions should be directed to Marcus Leon regarding these contracts prior to the May BOE. These contracts need to be approved at the May meeting so projects can get underway. Costs and fees associated are aligned with the bond application approved by the BOE.

The playground materials the BOE approved back in the fall have all been installed and are in use. Additional playground materials are being considered.

Bond roof projects for Sharp Park, Montessori and Dibble are all out for bid and results will be available soon. Approval will be sought for these projects at the May BOE meeting. The plan is for all of these roofs to be completed this summer before schools starts next year.

Adjournment:

The meeting was adjourned at 1:45 pm; next meeting will be June 17, at 11 am; Reynolds Hall

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-88 SUBJECT: Human Resources

FOR ACTION: Human Resources

STATEMENT OF THE ISSUE:

New Hires

Retirements

Resignations

Carlee Williams has resigned from the district effective June 30, 2026. She was hired in August 2022, she taught PE at JRL/Montessori.

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2025

ITEM:25-26-89 SUBJECT: Monthly Financial Report, April

FOR ACTION: Mr. Marcus Leon

STATEMENT OF THE ISSUE:

The April Financial Report has been prepared.

Overall, revenues at 71%, are lower than the expected revenues of 73% through the same time period last year. This is due mainly to timing differences in drawing federal grant funds. Current overall expenses at 67% are lower than the expected expenses of 73% through the same time period last year. Most categories are tracking to budget.

RECOMMENDATION:

The administration recommends approval of the April 2026 Financial Report as presented.

JACKSON PUBLIC SCHOOLS

Revenues and Expenditures for the Ten Month Period
Ending April, 2026

	Prior Year Ending	Current Year Budget	Prior Year to Date Actual	Current Year to Date Actual	% YTD	% Prior YTD	
REVENUES:							
Local Revenues	13,314,888	15,094,261	12,903,094	14,813,451	98%	97%	Strong tax collection, Private donation
State Revenues	53,923,817	54,555,193	35,882,842	36,338,219	67%	67%	Includes 24/25 deferred revenue approx $1million
Federal	4,190,058	4,650,331	2,941,002	1,312,907	28%	70%	Timing of grant draws
Transfer-In	3,253,232	3,850,224	2,502,842	3,191,730	83%	77%	
TOTAL REVENUE	74,681,995	78,150,009	54,229,780	55,656,307	71%	73%	
EXPENDITURES:							
Instruction							
Elementary	17,660,148	18,104,554	12,801,771	11,322,050	63%	72%	
Middle School	5,545,797	5,061,268	4,072,807	3,031,442	60%	73%	
High School	9,644,526	9,148,996	7,095,213	6,021,504	66%	74%	
Summer Programs	362,205	267,527	177,027	7,003	3%	49%	
Special Education	7,907,459	9,023,435	5,795,515	6,219,892	69%	73%	
Compensatory Education	2,873,187	3,585,685	2,266,942	2,094,058	58%	79%	
Vocational Education	7,445	7,791	6,306	6,143	79%	85%	
Total Instructional	44,000,767	45,199,256	32,215,580	28,702,093	64%	73%	
Support Services							
Pupil Support	3,188,321	3,168,131	2,282,894	2,085,557	66%	72%	
Instructional Support	2,749,922	1,888,059	2,119,014	1,279,087	68%	77%	
Executive Administration	853,788	628,472	591,693	486,243	77%	69%	Election costs- to be moved to bond
School Administration	5,315,450	4,404,182	4,042,304	3,269,425	74%	76%	
Business Services	1,387,749	1,545,103	1,141,768	1,213,038	79%	82%	
Maintenance & Operations	7,578,122	7,817,297	6,080,675	5,942,954	76%	80%	
Transportation	4,840,271	4,636,265	2,984,911	3,885,250	84%	62%	Billed for PY health benefits in current year
Central Services	1,850,340	2,612,467	1,296,924	1,399,639	54%	70%	
Technology	2,456,330	2,610,838	1,995,870	1,911,824	73%	81%	
Athletics	1,135,583	1,202,665	895,510	984,027	82%	79%	
Other Support	979,468	205,643	99,815	141,260	69%	10%	
Total Support Services	32,335,344	30,719,122	23,531,377	22,598,304	74%	73%	
Community Activities	1,439,902	1,942,271	931,515	1,245,777	64%	65%	
Site & Building Improvements	67,521	1,374,010	50,191	733,149	53%	74%	
Transfers-Out	64,024	538,786	13,364	479,745	89%	0%	
TOTAL EXPENDITURES	77,907,558	79,773,445	56,742,028	53,759,068	67%	73%	
Excess of Revenues, over Expenditures	(3,225,562)	(1,623,436)	(2,512,248)	1,897,239			

Foundation	9,608.00	10,050.00
State Aid Membership	4,866.00	4,866.00

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-90 SUBJECT: Certification of Tax Levy

FOR ACTION: Marcus Leon

STATEMENT OF THE ISSUE:

In order for any school tax to be levied on taxable property and collected from the taxpayers of the district, the Board of Education must certify its intended levy to the appropriate collecting office.

For the July 1, 2025 tax bills, we were not subject to a Headlee rollback for operations and anticipate levying 18.0000 mills for operations. 0.7471 mills for recreation programs will be levied due to a Headlee rollback and 5.95 mills for debt service (2004, 2010 and 2018 bonds).

The estimated tax levy is summarized as follows:

Operating:	18.0000	$11,206,435
Recreation	.7471	1,249,785
2004 Debt	0.8340	1,395,224
2010 Debt	1.9879	3,325,374
2018 Debt	3.1281	5,232,850
	24.6971	$22,409,668

In order to be in compliance with the Truth in Taxation law and levy our full authorized millage, up to the amount allowed by law under the Headlee Amendment, we must discuss our proposed millage rate at the public hearing on the proposed budget at 6:00 pm on June 17, 2025.

RECOMMENDATION:

Administration recommends adoption of the L-4029 form certifying the 2026 tax levy as presented.

Michigan Department of Treasury
614 (Rev. 07-25)

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

L-4029

2026 Tax Rate Request (This form must be completed and submitted on or before September 30, 2026)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes	2026 Taxable Value of ALL Properties in the Unit as of 05-26-2026
JACKSON	**1,753,353,347**
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2026 Taxable Value excluding Principal Residence, Qualified Agricutlural, Qualified Forest, Industrial Personal and Commercial Personal Properties.
JACKSON PUBLIC SCHOOLS	**682,433,987**

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2026 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2025 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2026 Current Year "Headlee" Millage Reduction Fraction	(7) 2026 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
VOTED	OPER-NH	8/6/24	20.0000	20.0000	1.0000	20.0000	1.0000	18.0000	18.0000	0.0000	12/31/44
VOTED	RECREATION	8/6/24	0.7500	0.7470	1.0000	0.7470	1.0000	0.7470	0.7470	0.0000	12/31/34
VOTED	2004 DEBT	6/14/04	unlimited	N/A	1.0000	N/A	1.0000	unlimited	0.4914	0.0000	N/A
VOTED	2009 DEBT	11/3/09	unlimited	N/A	1.0000	N/A	1.0000	unlimited	0.2027	0.0000	N/A
VOTED	2018 DEBT	5/8/18	unlimited	N/A	1.0000	N/A	1.0000	unlimited	2.0696	0.0000	N/A
VOTED	2025 DEBT	11/4/25	unlimited	N/A	1.0000	N/A	1.0000	unlimited	3.1864	0.0000	N/A

Prepared by	Telephone Number	Title of Preparer	Date
MARCUS LEON	**(517) 841-2203**	**ASSISTANT SUPERINTENDENT**	**05/26/2026**

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

	Signature	Print Name	Date
☐ Clerk ☒ Secretary		**ALAINA SHARP**	**05/26/2026**
☐ Chairperson ☒ President		**MARILYN ACTON**	**5/26/2026**

** Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.*

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2026 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	**0.0000**
For Commercial Personal	**6.0000**
For all Other	**18.0000**

Instructions For Completing
Form 614 (L-4029) *2026 Tax Rate Request,*
Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2026 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2025 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2025** permanently reduced rate can be found in column 7 of the **2025** Form L-4029. For operating millage approved by the voters after April 30, 2025, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2026 Millage Reduction Fraction Calculations Worksheet.* The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2026 and future years. This prevents any increase or "roll up" of millage rates. Use 1.0000 for new millage approved by the voters after April 30, 2026. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2026 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2026 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2026 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calulated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2026. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2026 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2026. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-91

SUBJECT: Resolution in Approval of the JCISD 2026/27 Proposed Budget

FOR ACTION: Marcus Leon/Jeremy Patterson

STATEMENT OF THE ISSUE:

The Revised School Code requires each local district to review the ISD proposed budget and either approve or disapprove by June 1 of each year. The ISD budget was presented to the County Superintendents on April 21 , 2026 and was discussed at the May 5, 2026 Finance/Facilities meeting.

Memo to Local Boards and Superintendents

2026-27 Preliminary Budget

Link to budget presentation

RECOMMENDATION:

Administration recommends adoption of the Resolution in Approval of the 2026/27 JCISD proposed budget as presented.

Jackson County ISD
an Educational Service Agency

April 22, 2026

MEMORANDUM

TO: LEA Boards of Education & Superintendents

FROM: Kevin Oxley
JCISD Superintendent KO

SUBJECT: JCISD Preliminary 2026-27 Budget

At the April 21, 2026 meeting of the Jackson County Intermediate School District Board of Education, a preliminary budget proposal for the 2026-27 school year was adopted. According to state law, the JCISD must submit, not later than May 1st, its proposed budget to the Boards of each constituent district for review. Each local district has the month of May to take action on a resolution to either approve or disapprove this budget; copies of the suggested resolutions are included for your convenience. A copy of the resolution adopted by your board, along with any comment or input, should be returned to Julie Griswold by June 1st. Taking into consideration the actions of the local districts, and any new information we might have by then, the JCISD Board must, by law, adopt a final General Appropriation Resolution/Budget by June 30th.

The preliminary budget is built based on anticipated needs and services for the upcoming 2026-27 school year. JCISD board goals and resulting data from the 2025-26 school year drive these anticipated needs and services. An analysis of the most recent and best available economic information at the local, state, and federal levels is also built into this preliminary budget. The information included with this letter is generally consistent with the information shared with the local district superintendents at an April meeting.

The most significant assumptions included in this preliminary budget are a 3.0% increase in local property tax revenue, flat Federal revenues, updated State revenues based on the March State Aid statement, a 15% year-over-year increase in health insurance costs, 3% salary increases and 88% reimbursement for local district special education costs.

Feel free to contact me if you have any questions.

Jackson County ISD
2027FY Preliminary Budget

Presentation to the

JCISD Board of Education

April 21, 2026

Key Budget Assumptions for 2027FY

Revenues

- Local property tax revenue assumed to increase 3.0% year-over-year
  - Last couple of years this has been in the 6-7% range
- Governor's budget proposal (Feb. 11) included 2.5% increase in foundation allowance
  - Good indicator, based on CREC forecast, of overall economic increase expected in final budget
  - Budget proposals from the state Senate and House expected "shortly" after spring break
- Federal funding assumed to be at carryover levels
  - IDEA is largest piece of federal funding and MDE advised to assume this will be carryover

Expenses

- Economic increases in salaries & wages per negotiated contract for each employee group
  - New 3-year agreements provide 6% increase in total over 3 years for most groups
  - Steps and lanes for those eligible
- Assumed economic increases for employee benefit costs including health insurance and retirement rate, as well as dental, vision, other insurance coverage, etc.
  - Assumes JCISD remains 80/20 for 2027CY and Y-o-Y health insurance costs increase by 15%
  - Assumes no change to PA152
  - As an FYI, the "hard cap" increase for the 2027CY is will be 3.0%
  - Y-o-Y reduction in effective MPSERS retirement rate of 3.91 percentage points (% of payroll cost) for employees in a retirement plan with a healthcare premium subsidy and 1.51 percentage points for employees in a retirement plan with a personal healthcare fund (PHF)
- Salary and benefit cost detail included in Preliminary Budget for current staff and any known staffing changes at this time
  - Final staffing requirements and adjustments will be included in June's final budget

Budgeted Transfers to LEA's for 2027FY

- For the 2027FY, the JCISD will maintain the Special Ed reimbursement to local districts at a total of $12.96 million
  - Represents 127% of estimated revenue from Special Ed enhancement millage
    - $6.7 billion expected property value @ 1.5326 mills = $10.2 million of revenue
  - Adjustment has been added to the formula to reflect the Y-o-Y loss of $1.3 million of state aid to LEA's due to declining Special Ed FTE student count
    - Adjustment impacts only the allocation of funds across districts, not the total amount of reimbursement being provided
- Payments to local districts for regional Special Ed classrooms and other room rental are incremental to, and paid separately from, the Special Ed reimbursement
- "Data processing" payments of $500,000 will be distributed to local districts per usual with allocation based on updated property values by district

Preliminary Budget Summary

	GENERAL	SPECIAL ED	CTE	COMBINED
		($000)		
TOTAL REVENUE	28,603	84,812	17,251	130,666
TOTAL EXPENDITURES	28,799	86,250	17,157	132,206
SURPLUS/(DEFICIT)	(196)	(1,438)	94	(1,540)
Beginning Fund Balance	5,135	8,338	3,921	17,394
ENDING FUND BALANCE -- $	4,939	6,900	4,015	15,854
-- %	17.1%	8.0%	23.4%	12.0%
Memo: Target Range	15-20%	8-12%	20-25%	

- Budget for General Fund and CTE Fund are currently very close to breakeven for the 2027FY
- Budget for Special Ed Fund currently shows a small deficit for the 2027FY
- Ending Fund Balance for all funds projected to be within target range
  - The Ending Fund Balance of the General Fund (at 6/30/2027) is projected to include $161,000 restricted for Tech Consortium use, $41,000 restricted for Challenge Day, and $3,400 restricted for the Spring Arbor sub pool

JCISD Capital Projects Fund

- JCISD utilizes a Capital Projects Fund to ensure adequate ongoing funding for facility upgrades & renovations, other major maintenance projects, and purchases of high dollar value capital assets
  - Requesting taxpayer approval of additional mills for a bond issue or sinking fund is not considered possible by the JCISD given the operational millages already in place for Special Ed and Vocational Ed
- Current and future major projects to be funded by the Capital Projects Fund include:
  - South Campus & Career Center Project (2025-26CY): approximate cost of $8 million
  - North Campus & Torrant Center Project (2026-27CY): estimated cost $12 million
    - Both projects include site plan modifications and facility renovations focused primarily on improving safety & security by applying lessons learned from the Central Campus project
  - JACC Culinary Arts kitchen renovation: estimated total cost $4 million
  - The JCISD report from the Michigan Statewide School Facilities Study recently conducted by the School Finance Research Foundation included school building maintenance and upgrade items with an estimated total cost of $29.6 million that should be addressed over the next 10 years
- Current Capital Projects Fund Balance as of 4/1/2026:
  - General Fund $7.5M
  - Special Ed Fund $14.7M
  - CTE Fund $7.1M
  - Total $29.3M

Risks

Assumptions made in every budget to address "unknowns" represent budget risks:

- Federal
  - Lots of concern last year, but impact of actual changes to education implemented were less than expected
- State
  - HB6058 from 2024, or any new changes to PA152 (health insurance hard caps)
  - Speaker of the House still talks about a complete new approach to school funding as part of a major tax reform initiative
  - Also talk of formula-based funding per student
  - How close will the House, Senate and Executive branch be to a budget consensus?
    - And how long will it take to pass a budget this year?
- Economic, Geopolitical and Other
  - Midterm elections including Governor's race in Michigan
  - Ongoing war in the Middle East and its impact on oil and other commodity prices
  - Ongoing political / legal issues related to tariffs and potential impact on inflation
    - Tariff issues and disputes with Canada have much bigger impact on the auto industry and Michigan in general than most of the rest of the country
  - Growth of AI & datacenters causing chip shortage significantly driving up tech costs

Conclusion

- Are there any questions, comments or other feedback?
- JCISD 2027FY Preliminary Budget will be distributed to all local districts by May 1st as required by law
  - Local Boards of Education have until June 1st to review, comment and approve or reject the ISD Preliminary Budget
- JCISD Administration will be presenting to the County School Board Association at its May 9th meeting

JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT
Proposed Preliminary Budget for the
Fiscal Year ending June 30, 2027
2026-27 MAJOR FUND OVERVIEW

	GENERAL	SPECIAL ED	CTE	COMBINED
		($000)		
Local Revenue	8,037	45,349	14,591	67,977
State Sources	14,898	31,584	2,131	48,613
Federal Sources	668	7,729	362	8,759
Internal Transfers In	5,000	150	167	5,317
TOTAL ALL SOURCES	**28,603**	**84,812**	**17,251**	**130,666**
Instruction/Basic Programs	191	-	-	191
Adult & Continuing Education	-	-	-	-
Added Needs	1	26,142	8,946	35,089
Pupil Support	1,920	27,018	1,165	30,103
Instruction Support	5,160	5,644	25	10,829
General Administration	756	-	-	756
School Administration	-	508	885	1,393
Business Services	3,320	220	92	3,632
Operation & Maintenance	623	2,757	1,409	4,789
Transportation	-	6,882	42	6,924
Central Services	9,010	596	387	9,993
Community Services	197	133	273	603
Transfers Out	7,621	16,350	3,933	27,904
TOTAL ALL USES	**28,799**	**86,250**	**17,157**	**132,206**
SURPLUS/(DEFICIT)	**(196)**	**(1,438)**	**94**	**(1,540)**
Beginning Fund Balance	5,135	8,338	3,921	17,394
ENDING FUND BALANCE -- $	**4,939**	**6,900**	**4,015**	**15,854**
-- %	**17.1%**	**8.0%**	**23.4%**	**12.0%**
MEMO: BY OBJECT OF EXPENDITURE				
Salaries	10,034	37,503	5,893	53,430
Fringe Benefits	7,564	26,870	4,398	38,832
Purchased Services	2,659	2,427	698	5,784
Supplies	715	1,733	1,250	3,698
Capital Outlay	110	1,033	638	1,781
Other	96	334	347	777
Transfers	7,621	16,350	3,933	27,904
TOTAL ALL USES	**28,799**	**86,250**	**17,157**	**132,206**

JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT
Proposed Preliminary Budget for the
Fiscal Year ending June 30, 2027
GENERAL EDUCATION FUND

	2025 AUDITED	2026 BUDGET ($000)	PROPOSED Preliminary 2027 Budget
Local Revenue	7,754	7,564	8,037
State Sources	13,993	14,268	14,898
Federal Sources	1,140	990	668
Internal Transfers In	5,000	5,000	5,000
TOTAL ALL SOURCES	**27,887**	**27,822**	**28,603**
Instruction/Basic Programs	202	156	191
Adult & Continuing Education	-	-	-
Added Needs	25	25	1
Pupil Support	1,264	1,837	1,920
Instruction Support	4,666	5,441	5,160
General Administration	694	743	756
School Administration	4	4	-
Business Services	3,093	3,374	3,320
Operation & Maintenance	536	597	623
Transportation	-	-	-
Central Services	8,067	8,427	9,010
Community Services	394	456	197
Transfers Out	8,612	6,992	7,621
TOTAL ALL USES	**27,557**	**28,052**	**28,799**
SURPLUS/(DEFICIT)	**330**	**(230)**	**(196)**
Beginning Fund Balance	5,035	5,365	5,135
ENDING FUND BALANCE -- $	**5,365**	**5,135**	**4,939**
-- %	**19.5%**	**18.3%**	**17.1%**
MEMO: BY OBJECT OF EXPENDITURE			
Salaries	8,859	9,720	10,034
Fringe Benefits	6,673	7,720	7,564
Purchased Services	1,552	2,788	2,659
Supplies	798	621	715
Capital Outlay	191	110	110
Other	872	101	96
Transfers	8,612	6,992	7,621
TOTAL ALL USES	**27,557**	**28,052**	**28,799**

JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT
Proposed Preliminary Budget for the
Fiscal Year ending June 30, 2027
SPECIAL EDUCATION FUND

	2025 AUDITED	2026 BUDGET ($000)	PROPOSED Preliminary 2027 Budget
Local Revenue	42,925	43,182	45,349
State Sources	33,576	31,893	31,584
Federal Sources	7,662	7,827	7,729
Internal Transfers In	150	150	150
TOTAL ALL SOURCES	**84,313**	**83,052**	**84,812**
Instruction/Basic Programs	-	-	-
Adult & Continuing Education	-	-	-
Added Needs	21,975	26,369	26,142
Pupil Support	23,801	26,576	27,018
Instruction Support	4,848	5,091	5,644
General Administration	-	-	-
School Administration	511	485	508
Business Services	143	221	220
Operation & Maintenance	2,626	2,736	2,757
Transportation	7,299	5,947	6,882
Central Services	615	553	596
Community Services	126	131	133
Transfers Out	21,654	16,433	16,350
TOTAL ALL USES	**83,598**	**84,542**	**86,250**
SURPLUS/(DEFICIT)	**715**	**(1,490)**	**(1,438)**
Beginning Fund Balance	9,113	9,828	8,338
ENDING FUND BALANCE -- $	**9,828**	**8,338**	**6,900**
-- %	**11.8%**	**9.9%**	**8.0%**
MEMO: BY OBJECT OF EXPENDITURE			
Salaries	32,250	36,050	37,503
Fringe Benefits	23,492	27,441	26,870
Purchased Services	2,209	2,377	2,427
Supplies	1,855	1,686	1,733
Capital Outlay	1,871	228	1,033
Other	267	327	334
Transfers	21,654	16,433	16,350
TOTAL ALL USES	**83,598**	**84,542**	**86,250**

JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT
Proposed Preliminary Budget for the
Fiscal Year ending June 30, 2027
VOCATIONAL EDUCATION FUND

	2025 AUDITED	2026 BUDGET ($000)	PROPOSED Preliminary 2027 Budget
Local Revenue	13,849	14,221	14,591
State Sources	2,658	2,315	2,131
Federal Sources	331	330	362
Internal Transfers In	63	66	167
TOTAL ALL SOURCES	**16,901**	**16,932**	**17,251**
Instruction/Basic Programs	-	-	-
Adult & Continuing Education	-	-	-
Added Needs	7,638	8,524	8,946
Pupil Support	1,225	1,334	1,165
Instruction Support	18	27	25
General Administration	-	-	-
School Administration	963	967	885
Business Services	67	92	92
Operation & Maintenance	1,200	1,357	1,409
Transportation	101	41	42
Central Services	387	379	387
Community Services	310	313	273
Transfers Out	4,900	3,923	3,933
TOTAL ALL USES	**16,809**	**16,957**	**17,157**
SURPLUS/(DEFICIT)	**92**	**(25)**	**94**
Beginning Fund Balance	3,854	3,946	3,921
ENDING FUND BALANCE -- $	**3,946**	**3,921**	**4,015**
-- %	**23.5%**	**23.1%**	**23.4%**
MEMO: BY OBJECT OF EXPENDITURE			
Salaries	5,243	5,701	5,893
Fringe Benefits	3,876	4,390	4,398
Purchased Services	570	702	698
Supplies	1,184	1,250	1,250
Capital Outlay	649	642	638
Other	387	349	347
Transfers	4,900	3,923	3,933
TOTAL ALL USES	**16,809**	**16,957**	**17,157**

RESOLUTION IN APPROVAL
of the

Jackson County Intermediate School District

2027FY Proposed Budget

(Insert District Name), Jackson, Michigan (the "District")

A (regular/special) meeting of the board of education of the District was held in the _____ in the District, on the _____ day of _____, 2026, at _____ o'clock in the _____.

The meeting was called to order by _____.

Present:

Absent:

The following preamble and resolution were offered by _____ and supported by _____:

WHEREAS,

Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed budget not later than May 1 st of each year to the board of each constituent district for review; and Not later than June 1 st of each year, the board of each constituent district shall review the proposed intermediate school district budget, shall adopt a board resolution expressing its support for, or disapproval of, the proposed intermediate school district budget, and shall submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

NOW, THEREFORE, BE IT RESOLVED,

The board of education has received and reviewed the Jackson County Intermediate School District's 2027FY General Appropriation Budget as proposed, in accordance with Section 624 of the Revised School Code as amended, and by the adoption of this resolution, expresses its support for the proposed 2027FY Budget.

The secretary of the board of education or his/her designees shall forward a copy of this resolution to the intermediate school board or its superintendent no later than June 1, 2026.

All resolutions insofar as they conflict with this resolution be and the same are hereby rescinded.

Ayes:

Nays:

Resolution declared adopted.

_____

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Jackson, Michigan, hereby certifies the foregoing is a true and complete copy of a resolution adopted by the Board at a regular/special meeting held on _____, 2026, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-92

SUBJECT: NEOLA Updates, Vol 40 No 2, 1st Reading

FOR DISCUSSION: Jeremy Patterson

STATEMENT OF THE ISSUE:

Several times per year, NEOLA provides updates to districts when laws change or new information becomes available that needs to be considered.

The policy committee met on April 27, 2026 to review the policies.

No action required at this meeting. The policies will be recommended for adoption at the June meeting.

Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Copy of DEFINITIONS
Code	po0100 - SEE GOLD HIGHLIGHT - CH 20260504 PER EMAIL FROM SE - CH/JP/JB/SE/BOE COMMITTEE 20260427 - CH 20260426 - REVISED POLICY
Status	
Adopted	July 13, 2015
Last Revised	November 16, 2021

Revised Policy - Vol. 40, No. 2

0100 - **DEFINITIONS**

Whenever the following items are used in these bylaws, policies and administrative guidelines, they shall have the meaning set forth below:

Administrative Guideline

A statement, based on policy, usually written, which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation.

Agreement

A collectively negotiated contract with a recognized bargaining unit.

Apps and Web Services

Apps/web services are software (i.e., computer programs) that support the interaction of personal communication devices (as defined in Bylaw 0100) over a network, or client-server applications in which the user interface runs in a web browser. Apps/web services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps/web services also are used to facilitate communication to, from and among and between, staff, students, and parents.

Board

The Board of Education.

Bylaw

Rule of the Board for its own governance.

Classified or Support Employee

An employee who provides support to the District's program and whose position does not require a professional certificate.

District

The School District.

Due Process

Procedural due process requires prior knowledge (a posted discipline code), notice of offense (accusation), and the opportunity to respond.

Procedural due process may require consideration of statutorily mandated factors, right to counsel and/or confrontation or cross-examination of witnesses, depending upon the situation.

Full Board

Authorized number of voting members entitled to govern the District.

Family Member

"Family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. (See Bylaw 0144.3)

Information Resources

The Board defines Information Resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, web sites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting or retrieving electronic communications.

May

This word is used when an action by the Board or its designee is permitted but not required.

Meeting

Any gathering which is attended by or open to all of the members of the Board held with the intent on the part of the members of the body present to discuss or act as a unit upon the specific public business of that body.

Parent

The natural or adoptive parents or individuals with a valid power of attorney for the care and custody of the student for purposes other than educational placement. Parent also refers to any individual appointed by the State or court as a legal guardian or custodian for the student. Both parents will have equal access to records and rights regarding the student's education absent a court order restricting such rights.

Personal Communication Devices

Personal communication devices ("PCDs") may include computers, laptops, tablets, e-readers, wireless communication devices ("WCDs"), cellular/mobile phones, smartphones, and/or other web-enabled devices of any type.

Policy

A general, written statement by the governing Board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

President

The chief executive officer of the Board of Education. (See Bylaw 0170)

Principal

The educational leader and head administrator of one (1) or more District schools or programs, as designated by the Board of Education. The Principal must hold an appropriate school administrator certificate or permit. The Principal is responsible for the supervision of the school or program consistent with Board policy and directives of the Superintendent and may delegate responsibility to subordinates as appropriate.

Professional Staff Member

An employee who implements or supervises one (1) or more aspects of the District's program and whose position requires a professional credential from the State.

Relative

The mother, father, sister, brother, spouse, parent of spouse, child, grandparents, grandchild, or dependent in the immediate household as defined in the negotiated, collectively-bargained agreement.

Secretary

The chief clerk of the Board of Education. (See Bylaw 0170)

Shall

This word is used when an action by the Board or its designee is required. (The word "will" or "must" also signifies a required action.)

Social Media

Social media are online platforms where users engage one another and/or share information and ideas through text, video, or pictures. Social media consists of any form of online publication or presence that allows interactive communication including, but not limited to, text messaging, instant messaging, websites, web logs ("blogs"), wikis, online forums (e.g., chat rooms), virtual worlds, and social networks. Examples of social media include, but are not limited to, Facebook, Facebook Messenger, Google Hangouts, X (f.k.a. Twitter), LinkedIn, YouTube, Flickr, Instagram, Pinterest, Skype, and Facetime. Social media does not include sending or receiving e-mail through the use of District-issued e-mail accounts. Apps and web services shall not be considered social media unless they are listed on the District's website as District-approved social media platforms/sites.

Student

A person who is officially enrolled in a school or program of the District.

Superintendent

The chief executive officer of the School District responsible to supervise all programs and staff of the District and to implement Board policy and follow Board directives. The Superintendent must hold an appropriate school administrator certificate or permit. Consistent with Board policies and directives, the Superintendent may delegate responsibility to subordinates as appropriate.

Technology Resources

The Board defines Technology Resources to include computers, laptops, tablets, e-readers, cellular/mobile telephones, smartphones, web-enabled devices, video and/or audio recording equipment, projectors, software and operating systems that work on any device, copy machines, printers and scanners, information storage devices (including mobile/portable storage devices such as external hard drives, CDs/DVDs, USB thumb drives and memory chips), the computer network, Internet connection, and online educational services and apps.

Treasurer

The chief financial officer of the District. (See Bylaw 0170)

Vice-President

The Vice-President of the Board of Education. (See Bylaw 0170)

Voting

A vote at a meeting of the Board of Education. Except to accommodate the absence of any member of the Board due to military duty or for any other purpose permitted by law. Board members must be physically present to have their vote officially recorded in the Board minutes.

Wireless Communication Device ("WCD")

For the purposes of Policy/Administrative Guideline 5136 - Wireless Communication Devices (WCDs), a WCD is an electronic device capable of, but not limited to, text messaging, voice communication, entertainment, navigation, accessing the internet, sending and receiving photos and videos, or producing email. A WCD does not include a basic telephone, which is a device primarily used for voice calling that cannot support third-party applications, except those preinstalled, and does not support access to internet platforms via applications or web browsers.

Citations to Michigan Compiled Laws (M.C.L.) are shown as M.C.L. followed by the Section Number (e.g., M.C.L. 380.1438). Citations to the Michigan Administrative Code are prefaced A.C. Rule (e.g., A.C. Rule R380.221). Citations to the Federal Register are noted as FR, to the Code of Federal Regulations as C.F.R., and to the United States Code as U.S.C.

Revised 12/12/16
Revised 12/10/18
Revised 10/14/19

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Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Vol. 40, No. 2 - February 2026 New STAFF ETHICS
Code	po1410 - OPTIONS MARKED ACCORDING TO CURRENT PO3210 - CH/JP/JB/SE/BOE COMMITTEE 20260427 - CH 20260426 - NEW POLICY
Status	

New Policy - Vol. 40, No. 2

1410 - **STAFF ETHICS**

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, the Board of Education expects all administrators to maintain high standards in their working relationships, and in the performance of their professional duties, to:

A. **Responsibility to the Profession**

1. demonstrate responsibility for oneself as an ethical professional;
2. acknowledge, address, and attempt to resolve ethical issues in an appropriate manner;
3. promote and advance the profession within and beyond the school community;

B. **Responsibility to Professional Competence**

1. demonstrate commitment to high standards of practice;
2. demonstrate responsible use of data, materials, research, and assessment;
3. act in the best interest of all students;

C. **Responsibility to Students**

1. respect the rights and dignity of students;
2. demonstrate an ethic of care for students;
3. maintain student trust and confidentiality in a developmentally appropriate manner and within appropriate limits;

D. **Responsibility to the School Community**

1. promote effective and appropriate relationships with parents/guardians;
2. promote effective and appropriate relationships with colleagues;
3. promote effective and appropriate relationships with the community and other stakeholders;

4. promote effective and appropriate relationships with employers;

5. understand the problematic nature of dual or multiple relationships;

E. **Responsible and Ethical Use of Technology**

1. use technology in a responsible manner;

2. ensure student safety and well-being when using technology;

3. maintain confidentiality in the use of technology;

4. promote the appropriate use of technology in educational settings;

F. **(X)** recognize basic dignities of all individuals with whom they interact in the performance of duties;

G. **(X)** represent accurately their qualifications;

H. **(X)** exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;

I. **(X)** seek and apply the knowledge and skills appropriate to assigned responsibilities;

J. **(X)** keep in confidence legally-confidential information as they may secure;

K. **(X)** ensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;

L. **(X)** avoid accepting anything of value offered by another for the purpose of influencing judgment;

M. **(X)** refrain from using position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. This will not be implemented in a manner that limits constitutionally or legally protected rights as a citizen.

[END OF OPTIONS]

In keeping with the ethical responsibilities of administrators, the Board prohibits staff from engaging in a romantic or sexual relationship of any kind with students of this District, regardless of the student's age. District staff should not provide alcohol, drugs, cigarettes, or any other contraband to a student.

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Legal M.C.L. 750.520b, 750.520c, 750.520d, 750.520e

Michigan Code of Educational Ethics

Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Copy of ON-LINE/BLENDED LEARNING PROGRAM
Code	po2370.01 - CH/JP/JB/SR/BOE COMMITTEE 20260427 - CH 20260426 - REVISED POLICY
Status	
Adopted	July 13, 2015
Last Revised	December 19, 2023

Revised Policy - Vol. 40, No. 2

2370.01 - **ON-LINE/BLENDED LEARNING PROGRAM**

The District shall provide eligible students the option of participating in on-line or blended learning courses. The purpose of the program is to make instruction available to eligible students using on-line and distance education technology in both traditional and nontraditional classroom settings. The District must make all eligible students and their parents or guardians aware of this program.

A. **Definitions**

1. **On-Line Learning** - Means a course of study that is capable of generating a credit or a grade, that is provided in an interactive internet-connected learning environment, in which students and their teachers are separated by time or location, or both, and in which the teacher is responsible for determining appropriate instructional methods for each student, diagnosing learning needs, assessing student learning, prescribing intervention strategies, reporting outcomes, and evaluating the effects of instruction and support strategies.

2. **Blended Learning** - A hybrid instructional delivery model where students are provided content, instruction, and assessment in part at the classroom, with a teacher, and in part through internet-connected learning environments with some degree of student control over time, location, and pace of instruction.

B. **Program Eligibility**

The District shall offer a program for students in K-12.

The District may offer a full time or part time program for grade 9-12 students enrolled in dropout prevention, academic intervention, core courses to meet graduation requirements, or dual enrollment programs.

C. **Course Availability and Access**

1. The District shall provide access to enroll and participate in the available courses and shall award credit, as may be appropriate, for successful completion. Access shall be available to eligible students during or after the school day and during summer school enrollment.

2. The District shall enroll an eligible student in up to two (2) on-line courses as requested by the student during an academic term, semester, or trimester. Consent from the student's parent or legal guardian must be obtained for students under the age of eighteen (18), except that permission shall not be required if the

course is being provided as permitted by M.C.L. 388.1621f(14)~~, which allows a District to provide online instruction for not more than fifteen (15) days per school year under specific circumstances~~.

3. A student may enroll in more than two (2) virtual courses in a specific academic term, semester, or trimester if both of the following conditions are met:

    a. The District has determined that it is in the best interest of the student.

    b. The student agrees with the recommendation of the District.

4. The District will provide two (2) or fewer courses per semester in Grades K-5 and one (1) or more courses per semester in Grades 6-12. If students are taking more than two (2) courses per semester, the guidance found in the Pupil Accounting Manual 5-0- B shall be followed and seat time waivers obtained.

5. An eligible student may enroll in an on-line course published in the District on-line course syllabus, as described in section 8 below, or the statewide catalog of on-line courses maintained by the Michigan Virtual University.

6. The District may deny a student enrollment in an on-line course if any of the following apply, as determined by the District:

    a. The student is enrolled in any of grades K to five (5).

    b. The student has previously gained the credits provided from the completion of the on-line course.

    c. The on-line course is not capable of generating academic credit.

    d. The on-line course is inconsistent with the remaining graduation requirements or career interests of the student.

    e. The student has not completed the prerequisite coursework for the requested virtual course or has not demonstrated proficiency in the prerequisite course content.

    f. The on-line course is of insufficient quality or rigor. If the District denies a student enrollment for this reason, the District shall make a reasonable effort to assist the student in finding an alternative course in the same or a similar subject that is of acceptable rigor and quality.

    g. The cost of the virtual course causes the District to exceed the target foundation allowance percentage.

    h. The request for a virtual course enrollment was not made in the academic term, semester, trimester, or summer preceding the enrollment. This subsection does not apply to a request made by a student who is newly enrolled in the District.

    i. If a student is denied enrollment in an on-line course by the District, the student may appeal the denial by submitting a letter to the Superintendent. The appeal must include the reason provided by the District for not enrolling the student and the reason why the student is claiming that the enrollment should be approved.

    j. The Superintendent shall respond to the appeal within five (5) days after it is received. If the Superintendent determines that the denial of enrollment does not meet one (1) or more of the reasons specified in this subsection, the District shall allow the student to enroll in the on-line course.

7. An on-line learning student shall have the same rights and access to technology in the student's~~his/her~~ District's school facilities as all other students enrolled in that District.

8. If a student successfully completes an on-line course, as determined by the District, the District shall grant appropriate academic credit for completion of the course and shall count that credit toward completion of graduation and subject area requirements. A student's school record and transcript shall identify the on-line course title as it appears in the on-line course syllabus.

9. The enrollment of a student in one (1) or more on-line courses shall not result in a student being counted as more than 1.0 full-time equivalent student under this act.

D. **Applicants**

1. If the number of nonresident applicants eligible for acceptance in an on-line course does not exceed the capacity of the District to provide the on-line course, the District shall accept for enrollment all of the nonresident applicants eligible for acceptance.

2. If the number of nonresident applicants exceeds the District's capacity to provide the on-line course, the District shall use a random draw system.

3. The District shall determine whether or not it has the capacity to accept applications for enrollment from nonresident applicants in online courses and may use that limit as the reason for refusal to enroll an applicant.

E. **Requirements Specific to On-Line Learning Courses**

To offer an on-line course, the District must:

1. Provide the Michigan Virtual University with the course syllabus in a form and method prescribed by the Michigan Virtual University for inclusion in a statewide on-line course catalog.

2. Provide on its publicly accessible website a link to the course syllabi for all of the on-line courses offered by the District and a link to the statewide catalog of on- line courses maintained by the Michigan Virtual University.

3. Assign to each student a teacher of record.

4. Offer the on-line course on an open entry and exit method, or aligned to a semester, trimester, or accelerated academic term format.

F. **On-line Course Syllabus**

The District must publish an on-line course syllabus for each on-line course offered. The on-line course syllabus must include:

1. An alignment document showing how the course meets applicable State academic standards.

2. On-line course content outline.

3. On-line course required assessments.

4. On-line course prerequisites.

5. Expectations for actual teacher contact time with the on-line learning student and other student-to-teacher communications.

6. Academic support available to the on-line learning student.

7. On-line course learning outcomes and objectives.

8. Name of the institution or organization providing the online content.

9. Name of the institution or organization providing the teacher of record.

10. The course titles assigned by the provider and the course titles and course codes from the National Center for Education Statistics school codes for the exchange of data.

11. Number of eligible nonresident students that will be accepted by the District in the on-line course. This may include limiting enrollment to students enrolled in the District.

12. Results of the on-line course quality review using the guidelines and model review process published by the Michigan Virtual University.

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Legal	M.C.L. 388.1621f Michigan Department of Education Guidance on Best Practices as Defined in M.C.L. 388.1621f

Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Vol. 40, No. 2 - February 2026 Revised COMPREHENSIVE SCHOOL HEALTH EDUCATION
Code	po2417 - NOT A CURRENT POLICY - CH/JP/JB/SE/BOE COMMITTEE 20260427 - - CH 20260426
Status	

Revised Policy - Vol. 40, No. 2

2417 - **COMPREHENSIVE SCHOOL HEALTH EDUCATION**

~~**[NOTE: This policy is provided to address Best Practice Incentive for Fiscal Year 2012-13.]**~~

The Board shall provide a comprehensive health education program that addresses the essential knowledge and skills that help students to become "health literate," develop self-efficacy in health-related skills and knowledge, make~~making~~ the healthiest choices available, and avoid~~avoiding~~ those behaviors that can cause damage to their health and well-being.

The Board shall comply with current state law in implementing comprehensive health education programs. In doing so, the Board shall adopt, implement, and evaluate a research and evidence based comprehensive health education program that is effective, medically accurate, and developmentally appropriate~~research-based, theory-driven comprehensive education program~~.

The District's comprehensive health education program shall strive to:

A. provide quality~~at least fifty (50) hours of~~ health education instruction at every grade level, from Pre-kindergarten through grade twelve (12), facilitated by qualified, properly endorsed educators in partnership with families to give all students sufficient time to learn health skills and habits for a lifetime;

B. align instruction with~~help students master~~ the Michigan Health Education Standards Guidelines~~Content Standards and Benchmarks~~;

C. focus on helping young people develop and practice personal, social, and emotional competencies~~and social skills, such as communication and decision-making, in order~~ to deal effectively with health-risk situations;

D. use active, participatory instructional strategies within safe and supportive learning environments consistent with State guidelines~~to engage all students~~;

E. address social and media influences on student behaviors and help students identify healthy alternatives to specific high-risk behaviors;

F. emphasize critical knowledge and skills that students need in order to obtain, understand, and use valid and reliable health information, products, services, and resources~~basic health information and services~~ in ways that enhance healthy living, including skills for research, reasoning, critical thinking, and problem solving;

G. focus on behaviors that have the greatest effect on health, especially those related to nutrition; physical activity; violence and injury; alcohol and other drug use; tobacco use; mental and emotional health; healthy relationships; and sexual behaviors that may increase the risk of HIV/AIDS, sexually transmitted infections~~and sexual behaviors~~

~~that lead to HIV, sexually transmitted disease~~, or unintended pregnancy, emphasizing both~~their~~ short-term and long-term consequences and strategies for prevention, including abstinence;

H. build functional knowledge and skills, from year to year, that are developmentally appropriate, trauma-responsive, inclusive, and culturally responsive; ~~and~~

I. include medically accurate and up-to-date information, and be appropriate to students' developmental levels, personal behaviors, and cultural backgrounds; and~~.~~

J. incorporate personal safety skills, maintaining personal boundaries.

Assessment

Student work in health education courses may be regularly assessed and the District may determine how course grades factor into~~shall be regularly assessed and graded using performance-based items that are aligned with the health education content standards. Course grades shall be determined in the same manner as other subject areas and shall be included in calculations of~~ grade point average, class rank, and academic recognition programs.

Collaborative Approach

Collaborative and integrative approaches shall be used in the teaching of health education. The health education program is one component of a coordinated school health program and shall be coordinated with other school health initiatives. If the District includes sex education as part of its comprehensive health education program, a sex education advisory board shall be established in accordance with M.C.L. 380.1507. In fostering a collaborative approach with the school, parents shall have the right to opt their child out of sex education instruction without penalty or loss of academic credit.

Health topics shall be integrated into the instruction of other subjects, with the assistance of school health education professionals, in order to complement the health education program.

The District will collaborate with community organizations to provide student learning opportunities in both the classroom and the community. Participation in community opportunities for service learning related to health and utilization of community resources as a part of classroom instruction shall be in accordance with policies of the Board and relevant to course objectives.

The District shall partner with parents/guardians and families, who are recognized as the first and primary health educators of their children, in order to provide consistent messages regarding health behavior. Health education programs shall be consistent with school and community standards that support positive parent/child communications and guidance.

Implementation

The Board shall employ ~~highly~~ qualified teachers of health education with the appropriate endorsements and credentials. Such teachers shall possess the necessary qualifications, skills, and training as specified by Michigan law and the Michigan Department of Education. Such qualifications for teachers to provide instruction in health education include the appropriate endorsement as specified by the Michigan Department of Education. To provide instruction in sex education, teachers must meet the qualification requirements of M.C.L. 380.1507(5)~~essential to perform their duties well, and shall serve as positive role models by demonstrating healthy behaviors~~.

Teachers shall have received quality professional development in health education through their pre-service preparation or through in-service training.

~~In order to teach health in secondary health courses, a teacher must have an endorsement in health or family and consumer sciences on their secondary level teaching certificate.~~

The Board supports ongoing professional development activities specifically related to health education, including practice using strategies designed to positively influence students' health behaviors and attitudes.

The Board shall evaluate its policies and implementation of District efforts that promote health literacy and healthy behaviors among all students. The District shall utilize available funds effectively in providing health education services and shall work with local partners in pursuit of additional resources to provide comprehensive school health education programming, professional development, and classroom materials.

M.C.L. 380.1502, 380.1169, 380.1170, 380.1507
Michigan State Board of Education Policy on Comprehensive School Health Education
Michigan Health Education Standards Guidelines (2025)

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Legal	M.C.L. 380.1502, 380.1169, 380.1170, 380.1507 Michigan State Board of Education Policy on Comprehensive School Health Education Michigan Health Education Standards Guidelines (2025)

Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Copy of SEX EDUCATION
Code	po2418 - CH/JP/JB/SE/BOE COMMITTEE 20260427 - CH 20260426 - REVISED POLICY
Status	
Adopted	February 10, 2020
Last Revised	June 18, 2024

Revised Policy - Vol. 40, No. 2

2418 - **SEX EDUCATION**

In accordance with Michigan statute and the Michigan Health Education Standard Guidelines, the Board of Education authorizes instruction in sex education. Such instruction may include family planning, human sexuality, gender identity, gender expression, sexual orientation, and the emotional, physical, psychological, hygienic, economic, and social aspects of family life. Instruction may also include the subjects of reproductive health, consent education, and the recognition, prevention, and treatment of sexually transmitted infections ("STIs"), including HIV/AIDS~~diseases~~.

The instruction described in this policy shall emphasize~~stress~~ that abstinence from sex is the only protection that is 100% effective against unplanned pregnancy, sexually transmitted infections, and HIV. Instruction shall also articulate the benefits of abstinence, postponing sexual activity, and setting personal limits based on individual beliefs and values~~a responsible and effective method of preventing unplanned or out-of-wedlock pregnancy and sexually transmitted diseases and is a positive lifestyle for unmarried young people~~.

Such instruction shall be elective and not a requirement for graduation.

A student shall not be enrolled in a class in which the subjects of family planning or reproductive health are discussed unless the student's parent or guardian is notified in advance of the course and the content of the course, is given a prior opportunity to review the materials to be used in the course and is notified in advance of the parent's/guardian's right to have the student excused from the class. The Michigan Board of Education shall determine the form and content of the notice required in this policy.

Upon the written request of a student or the student's parent or legal guardian, the student shall be excused, without penalty or loss of academic credit, from attending a class described in this policy. If a parent or guardian submits a continuing written notice, the student will not be enrolled in a class described in this policy unless the parent or guardian submits a written authorization for that enrollment.

The District shall provide the instruction by teachers qualified to teach health education. Material and instruction in a sex education curriculum shall be developmentally appropriate, age-appropriate, medically accurate~~age appropriate, not medically inaccurate~~, and shall comply with the statutory requirements of M.C.L. 380.1507b and align with the Michigan Health Education Standard Guidelines.

Instruction shall be organized around grade spans (3-5, 6-8, 9-12) and shall address content areas appropriate to each span as detailed in AG 2418 and aligned with the Michigan Health Education Standard Guidelines.

If a district chooses to include sex education as part of its comprehensive health education program, the district shall~~The Board~~ shall establish a sex education advisory board and shall determine terms of service for the sex education advisory board, the number of members to serve on the advisory board, and a membership selection process that reasonably reflects the District's population. The Board shall appoint two (2) co-chairs for the advisory board, at least one (1) of whom is a parent of a child attending a District school. At least (one-half) 1/2 of the members of the sex education advisory board

shall be parents who have a child attending a District school, and a majority of these parent members shall be individuals who are not employed by a District. The sex education advisory board shall include students of the District, educators, local clergy, and community health professionals. Written or electronic notice of a sex education advisory board meeting shall be sent to each member at least two (2) weeks before the date of the meeting.

The sex education advisory board shall:

A. Establish program goals and objectives for student knowledge and skills that are likely to reduce the rates of sexual activity~~sex~~, pregnancy, and sexually transmitted infections~~diseases~~. ~~Additional program goals and objectives may be established by the sex education advisory board that are not contrary to Michigan law.~~

B. Review the materials and methods of instruction used and make recommendations to the Board for implementation. The advisory board shall take into consideration the District's needs, demographics, and trends including, but not limited to, teenage pregnancy rates, STI~~sexually transmitted disease~~ rates, and incidents of student sexual violence and harassment.

C. At least once every two (2) years, evaluate, measure, and report the attainment of program goals and objectives established by the advisory board. The Board shall make the resulting report available to parents in the District.

Before adopting any revisions in the materials or methods used in instruction under this policy, including, but not limited to, revisions to provide for the teaching of abstinence from sex as a method of preventing unplanned or out-of-wedlock pregnancy and STI~~ssexually transmitted disease~~, the Board shall hold at least two (2) public hearings on the proposed revisions. The hearings shall be held at least one (1) week apart and public notice of the hearings shall be given in the manner required for Board meetings. A public hearing held pursuant to this section may be held in conjunction with a public hearing held pursuant to M.C.L. 380.1169.

Teachers providing instruction at the secondary level (Grades 6-12) must hold appropriate endorsements as specified by Michigan statute and the Michigan Department of Education. Instruction in health and sex education shall comply with the Elliott-Larsen Civil Rights Act and all applicable laws, including parent opt-out provisions.~~Each person who provides instruction to K to twelve (12) students in accordance with this policy shall receive training based on District approved standards and in accordance with training requirements of the Michigan Department of Education (MDE) and Michigan Department of Health and Human Services (MDHHS).~~

No person shall dispense or otherwise distribute in a District school or on District school property a family planning drug or device.

For purposes of this policy, "family planning" means the use of a range of methods of fertility regulation to help individuals or couples avoid unplanned pregnancies; bring about wanted births; regulate the intervals between pregnancies, and plan the time at which births occur in relation to the age of parents. It may include the study of fetology. It may include marital and genetic information. Clinical abortion shall not be considered a method of family planning, nor shall abortion be taught as a method of reproductive health.

M.C.L. 380.1169, 380.1170, 380.1310b, 380.1507, 380.1507a, 380.1507b
Act 453 of 1976, as amended by Public Act 6 of 2023 (Elliott-Larsen Civil Rights Act)

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Legal M.C.L 380.1507, 380.1507b, 380.1169

Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Copy of VOLUNTEERS
Code	po3120.09 - CH/JP/JB/SE/BOE COMMITTEE 20260427 - CH 20260426 - RENUMBER/RESCIND POLICY
Status	
Adopted	July 13, 2015

Renumber/Rescind Policy - Vol. 40, No. 2

~~3120.09 **VOLUNTEERS**~~

~~The Board of Education recognizes that certain programs and activities can be enhanced through the use of volunteers who have particular knowledge or skills that will be helpful to members of the professional staff responsible for the conduct of those programs and activities.~~

~~The Superintendent shall be responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. S/He shall not be obligated to make use of volunteers whose abilities are not in accord with District needs.~~

~~To protect the district and its students, any volunteer who works with or has access to students shall be screened through the internet sites for the Sex Offenders Registry (SOR) list and the Internet Criminal History Access Tool (ICHAT) criminal history records check prior to being allowed to participate in any activity or program.~~

~~Individuals convicted of crimes listed in Section 2 of the Sex Offender Register Act, M.C.A.A. 28.722 and individuals convicted of a felony or an enumerated misdemeanor requiring disclosure according to the School Safety Legislation can not volunteer in the District.~~

~~Individuals convicted of other non enumerated felonies are offered an opportunity to appeal denial to a five member ad hoc committee consisting of 1) the Superintendent, 2) the Human Resources Director, 3) a Board Member and 4) two community members. The decision of the ad hoc committee is final. If the decision of the ad hoc committee is favorable, the Superintendent and/or his designee will give written approval.~~

~~The Superintendent or his/her designee has discretionary authority to accept or deny the use of volunteers based on the results of the criminal history checks. In making the determination regarding whether an individual may volunteer within the District the ad hoc committee will consider the following factors:~~

- ~~A. the nature of the offense does relate or is related to children, sex, drugs, or violence, etc.;~~
- ~~B. how long ago did the incident occur;~~
- ~~C. were there repeated incidents;~~
- ~~D. nature of assignment in District (access to children, role model, etc.); and~~
- ~~E. whether any treatment or other rehabilitation has occurred.~~

~~The Superintendent is to inform each volunteer that s/he:~~

- ~~A. shall agree to abide by all Board policies and District guidelines while on duty as a volunteer including signing, if appropriate, the District's Network and Internet Access Agreement Forms;~~

B. ~~will be covered under the District's liability policy but the District cannot provide any type of health insurance to cover illness or accident incurred while serving as a volunteer, nor is the person eligible for workers compensation;~~

C. ~~will be asked to sign a form releasing the District of any obligation should the volunteer become ill or receive an injury as a result of his/her volunteer services.~~

~~The Superintendent shall also ensure that each volunteer is properly informed of the District's appreciation for his/her time and efforts in assisting the operation of the schools.~~

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Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Copy of VOLUNTEERS
Code	po4120.09 - CH/JP/JB/SE/BOE 20260427 - CH 20260426 - RESCIND POLICY
Status	
Adopted	July 13, 2015

Rescind Policy - Vol. 40, No. 2

~~4120.09 - **VOLUNTEERS**~~

~~The Board of Education recognizes that certain programs and activities can be enhanced through the use of volunteers who have particular knowledge or skills that will be helpful to members of the support staff responsible for the conduct of those programs and activities.~~

~~The Superintendent shall be responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. S/He shall not be obligated to make use of volunteers whose abilities are not in accord with District needs.~~

~~To protect the District and its students, any volunteer who works with or has access to students shall submit to a criminal history records check, prior to being allowed to participate in any activity or program.~~

~~Individuals convicted of crimes listed in Section 2 of the Sex Offender Register Act, M.C.A.A. 28.722 and individuals convicted of a felony or an enumerated misdemeanor requiring disclosure according to the School Safety Legislation can not volunteer in the District~~

~~Individuals convicted of other non enumerated felonies are offered an opportunity to appeal denial to a five (5) member ad hoc committee consisting of the Superintendent, the Human Resources Director, a Board member and two (2) community members. The decision of the ad hoc committee is final. If the decision of the ad hoc committee is favorable, the Superintendent and/or his designee will give written approval.~~

~~The Superintendent or his/her designee has discretionary authority to accept or deny the use of volunteers based on the results of the criminal history checks. In making the determination regarding whether an individual may volunteer within the district the ad hoc committee will consider the following factors:~~

A. ~~the nature of the offense does relate or is related to children, sex, drugs, or violence, etc.;~~

B. ~~how long ago did the incident occur;~~

C. ~~were there repeated incidents;~~

D. ~~nature of assignment in District (access to children, role model, etc.); and~~

E. ~~whether any treatment or other rehabilitation has occurred.~~

~~The Superintendent is to inform each volunteer that s/he:~~

A. ~~shall agree to abide by all Board policies and District guidelines while on duty as a volunteer including signing, if appropriate, the District's Network and Internet Access Agreement Forms;~~

B. ~~will be covered under the District's liability policy but the District cannot provide any type of health insurance to cover illness or accident incurred while serving as a volunteer, nor is the person eligible for workers compensation;~~

C. ~~will be asked to sign a form releasing the District of any obligation should the volunteer become ill or receive an injury as a result of his/her volunteer services.~~

~~The Superintendent shall also ensure that each volunteer is properly informed of the District's appreciation for his/her time and efforts in assisting the operation of the schools.~~

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Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Vol. 40, No. 2 - February 2026 New STAFF ETHICS
Code	po4210 - OPTIONS MARKED ACCORDING TO CURRENT PO3210 - CH/JP/JB/SE/BOE COMMITEE 20260427 - CH 20260426 - NEW POLICY
Status	

New Policy - Vol. 40, No. 2

4210 - **STAFF ETHICS**

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, the Board of Education expects all support staff members to maintain high standards in their working relationships, and in the performance of their professional duties, to:

A. **Responsibility to the Profession**

1. demonstrate responsibility for oneself as an ethical professional;
2. acknowledge, address, and attempt to resolve ethical issues in an appropriate manner;
3. promote and advance the profession within and beyond the school community;

B. **Responsibility to Professional Competence**

1. demonstrate commitment to high standards of practice;
2. demonstrate responsible use of data, materials, research, and assessment;
3. act in the best interest of all students;

C. **Responsibility to Students**

1. respect the rights and dignity of students;
2. demonstrate an ethic of care for students;
3. maintain student trust and confidentiality in a developmentally appropriate manner and within appropriate limits;

D. **Responsibility to the School Community**

1. promote effective and appropriate relationships with parents/guardians;
2. promote effective and appropriate relationships with colleagues;
3. promote effective and appropriate relationships with the community and other stakeholders;

4. promote effective and appropriate relationships with employers;

5. understand the problematic nature of dual or multiple relationships;

E. **Responsible and Ethical Use of Technology**

1. use technology in a responsible manner;

2. ensure student safety and well-being when using technology;

3. maintain confidentiality in the use of technology;

4. promote the appropriate use of technology in educational settings;

F. **(X)** recognize basic dignities of all individuals with whom they interact in the performance of duties;

G. **(X)** represent accurately their qualifications;

H. **(X)** exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;

I. **(X)** seek and apply the knowledge and skills appropriate to assigned responsibilities;

J. **(X)** keep in confidence legally-confidential information as they may secure;

K. **(X)** ensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;

L. **(X)** avoid accepting anything of value offered by another for the purpose of influencing judgment;

M. **(X)** refrain from using position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. This will not be implemented in a manner that limits constitutionally or legally protected rights as a citizen.

[END OF OPTIONS]

In keeping with the ethical responsibilities of the support staff, the Board prohibits staff from engaging in a romantic or sexual relationship of any kind with students of this District, regardless of the student's age. District staff should not provide alcohol, drugs, cigarettes, or any other contraband to a student.

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Legal M.C.L. 750.520b, 750.520c, 750.520d, 750.520e

Michigan Code of Educational Ethics

Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Vol. 40, No. 2 - February 2026 Replacement WIRELESS COMMUNICATIONS DEVICES (WCDs)
Code	po5136 - CH/JP/JB/SE/BOE COMMITTEE 20260427 - CH 20260426 - REPLACEMENT POLICY
Status	
Adopted	July 13, 2015

Replacement Policy - Vol. 40, No. 2

5136 - **WIRELESS COMMUNICATIONS DEVICES (WCDs)**

Students are prohibited from using a wireless communications device ("WCD") on school grounds during instructional time. A WCD is an electronic device capable of, but not limited to, text messaging, voice communication, entertainment, navigation, accessing the internet, sending and receiving photos and videos, or producing email. A WCD does not include a basic telephone, which is a device primarily used for voice calling that cannot support third-party applications, except those preinstalled, and does not support access to internet platforms via applications or web browsers.

For purposes of this policy, school grounds means a building, playing field, or property used for school purposes to impart instruction to children or used for functions and events sponsored by a school. School grounds does not include a building used primarily for adult education or college extension courses.

The prohibition on WCD use does not apply to the following:

A. Medically necessary devices.

B. District-owned devices including, but not limited to, school-issued tablets and laptops.

C. Devices designated by the District to be used for instructional purposes.

D. Devices used for special education programming or devices provided as an accommodation to students as required under Section 504 of Title V of the Rehabilitation Act of 1973, 29 U.S.C. 794, or as part of an individualized education plan under Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 to 12165.

E. Lesson-specific academic assignments, at the limited and direct discretion of a classroom teacher.

F. Emergency situations. Use of a WCD under this exemption must not interfere with school emergency protocols or the actions of first responders, and must not endanger students or faculty. A protocol for when and how pupils are permitted to use wireless communications devices during an emergency is included in the District's Emergency Operations Plan (Policy 8402).

[SELECT OPTION A, OPTION B, OR OPTION C - (DRAFTING NOTE: M.C.L. 380.1303a (Public Act 2 of 2026) requires the policy to include enforcement language, but does not specify what that language must say. The following is optional language for the district to consider.)]

[X] [OPTION A]

Students who violate this policy by using a WCD on school grounds during instructional time will be subject to discipline in accordance with the Student Code of Conduct.

[END OF OPTION A]

~~**[ ] [OPTION B]**~~

-

~~Students who violate this policy by using a WCD on school grounds during instructional time will be subject to the following progressive disciplinary measures:~~

A. ~~First Offense: Verbal warning and confiscation of the device until the end of the school day.~~

B. ~~Second Offense: Confiscation of the device with parent/guardian notification and required parent/guardian pickup.~~

C. ~~Third Offense: Confiscation of the device, parent/guardian conference, and additional disciplinary action as determined by school administration.~~

~~These enforcement mechanisms are designed to achieve the goals of this policy.~~

~~**[END OF OPTION B]**~~

-

~~**[ ] [OPTION C]**~~

~~Enforcement mechanism language as drafted by the District.~~

~~**[END OF OPTION C]**~~

[DRAFTNG NOTE: CHOOSE OPTION #1, OPTION #2, OR OPTION #3]

~~**[ ] [OPTION #1]**~~

~~The use of WCDs that contain built in cameras (i.e., devices that take still or motion pictures, whether in a digital or other format) is prohibited in ( ) classrooms, ( ) gymnasiums, **[END OF OPTIONS]** locker rooms, shower facilities, rest/bathrooms ( ) and/or swimming pool **[END OF OPTION]**.~~

~~**[END OF OPTION #1]**~~

~~**[ ] [OPTION #2]**~~

~~The use of WCDs in ( ) classrooms, ( ) gymnasiums, **[END OF OPTIONS]** locker rooms, shower facilities, rest/bathrooms ( ) and/or swimming pool **[END OF OPTION]** is prohibited.~~

~~**[END OF OPTION #2]**~~

[X] [OPTION #3]

WCDs, including, but not limited to, those with cameras, may not be activated or utilized at any time in any school situation where a reasonable expectation of personal privacy exists. These locations and circumstances include, but are not limited to, **(X)** classrooms, **(X)** gymnasiums, **[END OF OPTIONS]** locker rooms, shower facilities, rest/bathrooms, and any other areas where students or others may change clothes or be in any stage or degree of disrobing or changing clothes. The Superintendent and building principals are authorized to determine other specific locations and situations where use of a WCD is absolutely prohibited.

[END OF OPTION #3]

Students shall have no expectation of confidentiality with respect to their use of WCDs on school premises/property.

Students may not use a WCD in any way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed, or intimidated. See Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior. In particular, students are prohibited from using WCDs to: (1) transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, or political beliefs; and (2)

engage in "sexting" - i.e., sending, receiving, sharing, viewing, or possessing pictures, text messages, e-mails or other materials of a sexual nature in electronic or any other form. Violation of these prohibitions shall result in disciplinary action. Furthermore, such actions will be reported to local law enforcement and child services as required by law.

Students are also prohibited from using a WCD to capture, record, and/or transmit test information or any other information in a manner constituting fraud, theft, cheating, or academic dishonesty. Likewise, students are prohibited from using WCDs to receive such information.

A copy of the District's Wireless Communications Devices policy shall be posted on the District's website.

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Legal M.C.L. 380.1303a (Public Act 2 of 2026)

Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Vol. 40, No. 2 - February 2026 New CARE OF STUDENTS WITH DIABETES
Code	po5336 - CH/JP/JB/SE/BOE/COMMITTEE 20260427 - CH 20260426 - NEW POLICY
Status	

New Policy - Vol. 40, No. 2

5336 - **CARE OF STUDENTS WITH DIABETES**

The Board of Education is committed to ensuring that each student enrolled in the District who has diabetes receives appropriate and needed diabetes care in accordance with an order signed by the student's treating practitioner.

The diabetes care to be provided includes any of the following:

A. checking and recording blood glucose levels and ketone levels, or assisting the student with checking and recording these levels;

B. responding to blood glucose levels that are outside of the student's target range;

C. in the case of severe hypoglycemia, administering glucagon and other emergency treatments as prescribed;

D. administering insulin or assisting the student in self-administering insulin through the insulin delivery system the student uses;

E. providing oral diabetes medications;

F. understanding recommended schedules and food intake for meals and snacks in order to calculate medication dosages pursuant to the student's treating practitioner's order;

G. following the treating practitioner's instructions regarding meals, snacks, and physical activity; and

H. administering diabetes medication, as long as the conditions described below are satisfied.

Within fourteen (14) days after the District receives an order signed by the student's treating practitioner, the Board will inform the student's parent, guardian, or other person having care or charge of the student that the student may be entitled to a Section 504 Plan regarding the student's diabetes.

[DRAFTING NOTE: SELECT OPTION #1 or #2]

[X] [BEGIN OPTION #1]

With regard to the administration of diabetes medication:

A. The diabetes medication may be administered by a school nurse, or in the absence of a school nurse, such medication can be administered by a school employee who is trained in diabetes care. Such training must address the following issues:

1. recognizing the symptoms of hypoglycemia and hyperglycemia;

2. the appropriate treatment for a student who exhibits the symptoms of hypoglycemia or hyperglycemia;

3. recognizing situations that require the provision of emergency medical assistance to a student;

4. understanding the appropriate treatment for a student, based on an order issued by the student's treating practitioner, if the student's blood glucose level is not within the target range indicated by the order;

5. understanding the instructions in an order issued by a student's treating practitioner concerning necessary medications;

6. performing blood glucose and ketone tests for a student in accordance with the student's treating practitioner's order and recording the results of those tests;

7. administering insulin, glucagon, or other medication to a student in accordance with the student's treating practitioner's order and recording the results of the administration; and

8. understanding the relationship between the diet recommended in a student's treating practitioner's order and actions that may be taken if the recommended diet is not followed.

The training must also comply with the following additional requirements:

1. The training must be coordinated by a school nurse, or if the school does not employ a school nurse, a licensed health care professional (e.g., a medical or osteopathic doctor, a registered nurse, advanced practice registered nurse, a licensed practical nurse, or a physician's assistant) with expertise in diabetes who is approved by the District to provide the training.

2. The training will take place prior to the beginning of each school year, as needed, or not later than fourteen (14) days after the Board receives an order signed by the treating practitioner of a student with diabetes.

3. Upon completion of the training, the Board will determine whether each trained employee is competent to provide diabetes care.

4. The school nurse or approved licensed health care professional with expertise in diabetes care will promptly provide all necessary follow-up training and supervision to an employee who receives training.

B. The Principal of a school attended by a student with diabetes will distribute a written notice (see Form 5336 F1) to each employee containing the following information:

1. A statement that the school is required to provide diabetes care to a student with diabetes and is seeking employees who are willing to be trained to provide that care.

2. A description of the tasks to be performed.

3. A statement that participation is voluntary and that the School District will not take action against an employee who does not agree to provide diabetes care, including that the employee will not be penalized or disciplined for refusing to volunteer to be trained in diabetes care.

4. A statement that training will be provided by a licensed health care professional with expertise in diabetes to an employee who agrees to provide care.

5. A statement that a trained employee will not be subject to disciplinary action by the Board for providing care or performing duties to students with diabetes.

6. A statement that a trained employee is immune from liability for damages in a civil action for injury, death, or loss to person or property allegedly arising from providing care or performing duties under this Policy (unless the act or omission constitutes willful or wanton misconduct).

7. The name of the individual to contact if an employee is interested in providing diabetes care.

The school nurse and/or the school employee can only administer diabetes medication as described above if the requirements of Policy 5330 are met.

[END OF OPTION #1]

~~**[ ] [BEGIN OPTION #2]**~~

~~Diabetes medication may be administered by a school nurse.~~

~~The school nurse can only administer diabetes medication as described above if the requirements of Policy 5330 are met.~~

~~**[END OF OPTION #2]**~~

[END OF SELECTION]

A student's diabetes medication will be kept in an easily accessible location.

A student with diabetes will be permitted to attend to the student's diabetes care and management, in accordance with the student's treating practitioner's order, during regular school hours and school-sponsored activities only if:

A. the student's parent, guardian, or other person having care or charge of a student provides a written request that the student be permitted to attend to the student's diabetes care and management while at school (see Form 5330 F1); and

B. the student's treating practitioner has authorized such self-care and determined that the student is capable of performing diabetes care tasks (see Form 5330 F1).

A student with diabetes is permitted to perform diabetes care tasks in a classroom, in any area of the school or school grounds, and at any school-related activity. The student must have access to a private area for performing diabetes care tasks if the student or the student's parent, guardian, or other person having care or charge of the student makes such a request.

A student with diabetes is permitted to possess, on the student's self at all times, all necessary supplies and equipment to perform diabetes care tasks. If the student performs any diabetes care tasks or uses medical equipment for purposes other than the student's own care, the Board will revoke the student's permission to attend to the care and management of the student's diabetes.

~~**[ ] [OPTIONAL LANGUAGE]**~~

~~The Board will provide training in the recognition of hypoglycemia and hyperglycemia and actions to take in response to emergency situations involving these conditions to both of the following:~~

~~A. a school employee who has primary responsibility for supervising a student with diabetes during some portion of the school day; and~~

~~B. a bus driver employed by the Board who transports a student with diabetes.~~

~~**[END OF OPTIONAL LANGUAGE]**~~

~~**[ ] [OPTIONAL LANGUAGE]**~~

~~The Board authorizes the Superintendent to procure and maintain a supply of injectable or nasally administered glucagon for use in emergency situations. In procuring injectable or nasally administered glucagon, the Board will accept donations of glucagon from wholesale distributors of dangerous drugs or manufacturers of dangerous drugs, as well as donations of money from any person to purchase the drug.~~

~~In the circumstance of severe hypoglycemia, staff will follow the procedures and protocols relating to the administration of glucagon.~~

~~**[END OF OPTIONAL LANGUAGE]**~~

In accordance with Michigan law, the Board and its members and school employees shall not be liable for damages in a civil action for injury, death, or loss to person or property that allegedly arises from providing care or performing duties under this Policy unless the act or omission constitutes willful or wanton misconduct. Also, in accordance with Michigan law, a school nurse or other licensed health care professional shall be immune from disciplinary action by the Board of Nursing or any other regulatory board for providing care or performing duties under this Policy if the care provided or duties performed

are consistent with applicable professional standards.

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Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Copy of PURCHASING
Code	po6320 - CH/JP/JB/SE/BOE COMMITTEE 20260427 - CH 20260426 - REVISED POLICY
Status	
Adopted	July 13, 2015
Last Revised	June 18, 2024

Revised Policy - Vol. 40, No. 2

6320 - **PURCHASING**

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative procedures. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts are established in Policy 1130, Policy 3110, and Policy 4110 – Conflict of Interest.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgment.

Each year, the State of Michigan informs the School of the legal amount for purchases which require a formal bidding process of a single item.

It is the policy of the Board that the Superintendent/designee adhere to the following:

A. Seek informal price quotations on purchases that are under 50% of the amount allowed by State statute for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the School.

B. When the purchase of, and contract for, single items of supplies, materials, or equipment is less than the amount allowed by State statute, but exceeds $10,000 the Superintendent/designee shall whenever possible, require three (3) competitive bids.

Purchases in a single transaction that are in excess of the dollar amount permitted by State statute shall require competitive bids and, whenever possible, have at least three (3) such bids for substantiation of purchase and shall require approval of the Board prior to purchase.

Competitive Bids

Michigan's Revised School Code (M.C.L. 380.623a, 380.1267, and 380.1274) establishes a base above which competitive bids must be obtained for school construction projects (including renovation, repair, or remodeling) and procurement of supplies, materials, and equipment. This requirement does not apply to buildings, renovations, or repairs costing less than the amount specified in Michigan's Revised School Code. **[DRAFTING NOTE: The maximum amount specified in this subsection shall be adjusted each year by multiplying the amount for the immediately preceding year by the percentage by which the average consumer price index for all items for the twelve (12) months ending August 31 of the year in which the adjustment is made differs from that index's average for the twelve (12) months ending on August 31 of the immediately preceding year and adding that product to the maximum amount that**

applied in the immediately preceding year, rounding to the nearest whole dollar. The state laws also provide for an increase in the base amount corresponding to increases in the Consumer Price Index ("CPI"). For fiscal year 2026, which began on Wednesday, October 1, the base amount for Section 1267 (pertaining to construction, renovation, repair, or remodeling) and the new base for Sections 623a and 1274 (pertaining to procurement of supplies, materials, and equipment) are each $31,321.]

~~[ ] In order for sealed bidding to be feasible, the following conditions shall be present:~~

A. ~~a complete, adequate, and realistic specification or purchase description is available;~~

B. ~~two (2) or more responsible bidders have been identified as willing and able to compete effectively for the business; and~~

C. ~~the procurement lends itself to a firm, fixed-price contract and the selection of the successful bidder can be made principally based on price.~~

When sealed bids are used, the following requirements apply:

A. Bids shall be solicited in accordance with the provisions of State law and this policy. Bids shall be solicited from **[CHOOSE OPTION]** ~~( ) _____ [ENTER AMOUNT]~~ **(X)** an adequate number of **[END OF OPTION]** qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.

B. The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond.

C. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.

D. A firm, fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts must only be used to determine the low bid when the District determines they are a valid factor based on prior experience.

E. The Board reserves the right to reject any or all bids, but must document and provide a justification for all bids it rejects for sound documented reason.

Competitive bids are not required for items purchased through the cooperative bulk purchasing program operated by the Michigan Department of Management and Budget pursuant to M.C.L. 18.1263.

Competitive bids are not required for food purchases, unless food purchased in a single transaction costs $100,000 or more.

Bids shall be sealed and shall be opened by the Superintendent/designee in the presence of at least one (1) witness. All orders or contracts should be awarded to the lowest responsible bidder; however, consideration can be given to:

A. the quality of the item(s) to be supplied;

B. its conformity with specifications;

C. suitability to the requirements of the school;

D. delivery terms;

E. past performance of vendor.

In addition to the factors above, the Board may consider and provide a preference to bidders which use one (1) or more Michigan-based business as subcontractors in accordance with Policy 6450, Local Purchasing.

For purposes of this preference, a Michigan-based business means a business that would qualify for Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the business certifies that since inception or during the last twelve (12) months, it has done one (1) of the following:

A. filed a Michigan business tax return showing an allocation of income tax base to Michigan

B. filed a Michigan income tax return showing income generated in or attributed to Michigan

C. withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

The Board reserves the right to reject any and all bids.

Bid Protest

A bidder who wishes to file a bid protest must file such notice and follow procedures prescribed by the Request For Proposals (RFP) or the individual bid specifications package for resolution. Bid protests must be filed in writing with the Office of the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

The Superintendent/designee is authorized to purchase all items within budget allocations.

A bidder who wishes to file a bid protest must file such notice and follow procedures prescribed by the Request For Proposals (RFP) or the individual bid specifications package, for resolution. Bid protests must be filed in writing with the Office of the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

General Provisions

The Superintendent is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the school in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

In order to promote efficiency and economy in the operation of the school, the Board requires that the Superintendent periodically estimate requirements for standard items or classes of items and make quantity purchases on a bid basis to procure the lowest cost consistent with good quality.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped, but with staggered delivery dates, shall be made a part of the bid specifications.

Before placing a purchase order, the Superintendent shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the school. All purchase orders shall be numbered consecutively.

In the interests of economy, fairness, and efficiency in its business dealings, the Board requires that:

A. opportunity be provided to as many responsible suppliers as possible to do business with the school;

B. a prompt and courteous reception, insofar as conditions permit, be given to all who call on legitimate business matters;

C. where the requisitioner has recommended a supplier, the Superintendent may make alternate suggestions to the requisitioner if, in the Superintendent's judgment, better service, delivery, economy, or utility can be achieved by changing the proposed order;

D. upon the placement of a purchase order, the Superintendent shall commit the expenditure against a specific line item to guard against the creation of liabilities in excess of appropriations.

The Superintendent shall determine the amount of purchase which shall be allowed without a properly signed purchase order. Employees may be held personally responsible for anything purchased without a properly signed purchase order or authorization.

The Board may acquire office equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase.

Procurement – Federal Grants

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (34 CFR 80.36) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a compliance system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of this policy and administrative guidelines (AG 6320).

Revised 12/15/15

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Legal M.C.L. 380.1267, 380.1274 et seq.

Cross References po6350 - PREVAILING WAGE

Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Copy of PROCUREMENT - FEDERAL GRANTS/FUNDS
Code	po6325 - CH/JP/JB/SE/BOE COMMITTEE 20260427 - CH 20260426 - REVISED POLICY
Status	
Adopted	July 20, 2016
Last Revised	December 17, 2024

Revised Policy - Vol. 40, No. 2

6325 - **PROCUREMENT – FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall have and use a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-.326), including affirmative steps for small businesses, minority businesses and women's business enterprises, veteran-owned businesses, and labor surplus area firms, for the administration and management of Federal grants and Federally-funded programs. The District shall maintain oversight that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320A.

When required by Federal program legislation, all Federally-funded contracts in excess of $2,000 related to construction, alteration, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3110 and Policy 4110 – Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis shall be made between leasing and purchasing property or equipment to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions under the Federal award paid for from Federal funds or District matching funds shall be conducted in a manner that provides full and open competition and that is in accordance with 2 C.F.R. Part 200, good administrative practice and sound business judgment. To ensure objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids from competition for such procurements.

Examples of situations that may restrict competition include, but are not limited to:

A. unreasonable requirements on firms for them to qualify to do business;

B. unnecessary experience and excessive bonding requirements;

C. noncompetitive pricing practices between firms or between affiliated companies;

D. noncompetitive contracts to consultants that are on retainer contracts;

E. organizational conflicts of interest;

F. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

G. any arbitrary action in the procurement process.

To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list at any time.

The District shall require that all prequalified lists of persons, firms, or products which are used in procurement transactions are current and include enough qualified sources to provide maximum open competition. When establishing or amending prequalified lists, the District (or subrecipient) must consider objective factors that evaluate price and cost to maximize competition The District shall not preclude potential bidders from qualifying during the solicitation period.

To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and 2 C.F.R. Revisions 2024: Unofficial Comparison Version assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

Solicitation Language (Purchasing Procedures)

The District shall have written procurement procedures (in accordance with 2 C.F.R. 200.319(d)) that require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must set forth those minimum essential characteristics and standards to which the property, equipment, or service shall conform. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a "brand name or equivalent" description of features to provide procurement requirements may be used. The specific features of the named brand must be clearly stated and the District must identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall have and use documented procedures, consistent with the standards described above for the following methods of procurement:

A. **Informal Procurement Methods**

Informal procurement methods for small purchases expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under a Federal award does not exceed the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are not required. The informal procurement methods include:

1. **Micro-purchases**

   Procurement by micropurchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed $15,000~~$10,000~~. To the extent practicable, the District should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable based on research, experience, purchase history or other relevant information and maintains documents to support its conclusion. The District shall maintain evidence of this reasonableness in the records of all purchases made by this method.

   Unless otherwise defined by State or local law, Districts are responsible for determining and documenting an appropriate micro-purchase threshold in accordance with 2 C.F.R. 200.320(a)(iv) based on internal controls, an evaluation of the risk, and its documented procurement procedures. The micro-purchase threshold used by the District shall be authorized or not prohibited under State, local, or tribal laws or regulations. An eligible District may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with C.F.R. 200.334. The self-certification, in accordance with C.F.R. 200.334, must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

   1. a qualification as a low-risk auditee, in accordance with the criteria in C.F.R. 200.520;

   2. an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or

   3. For public institutions, a higher threshold is consistent with State law.

2. **Small Purchases**

   Small purchases include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

   Districts are responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures which must not exceed the threshold established in the Federal Acquisition Regulations (FAR). When applicable, a lower simplified acquisition threshold used by the District must be authorized or not prohibited under State, local, or tribal laws or regulations.

B. **Formal Procurement Methods**

When the value of the procurement for property or services under a Federal award exceeds the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement method can be used in accordance with the standards on competition in C.F.R. 200.319 or non-competitive procurement. The formal methods of procurement are:

1. **Sealed Bids**

   Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to more than the amount allowed by Michigan statute and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed the amount allowed by Michigan statute.

   In order for sealed bidding to be feasible, the following conditions shall be present:

   a. a complete, adequate, and realistic specification or purchase description is available;

   b. two (2) or more responsible bidders have been identified as willing and able to compete effectively for the business; and

   c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

   When sealed bids are used, the following requirements apply:

a. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.

b. The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.

c. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.

d. A firm fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts must only be used to determine the low bid when the District determines they are a valid factor based on prior experience.

e. The Board reserves the right to reject any or all bids, but must document and provide a justification for all bids it rejects for sound documented reason.

2. **Proposals**

Procurement by proposals is a method in which either a fixed price or cost-reimbursement contract is awarded. The method is used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

a. Requests for proposals require public notice, and must identify all evaluation factors and their relative importance. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

b. Proposals shall be solicited from an adequate number of sources.

c. The District must have written procedures for conducting technical evaluations and for making sections.

d. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the District considering price and other factors.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procur A/E professional services. The method cannot be used to purchase services provided by A/E firms are a potential source to perform the proposed effort.

3. **Noncompetitive Procurement**

Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:

a. the aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

b. the procurement transaction can only be fulfilled by a single source;

c. the public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

d. the District requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

e. after soliciting several sources, competition is determined to be inadequate.

Domestic Preference for Procurement

The District should, to the extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Such requirements shall be included in all subawards, contracts, and purchase orders under the Federal award.

Procurement of Recovered Materials

The District must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6962. These requirements include:

A. procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000;

B. procuring solid waste management services in a manner that maximizes energy and resource recovery; and

C. establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

The District should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

Contract/Price Analysis

The District shall perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the Simplified Acquisition Threshold (currently $350,000 effective October 1, 2025~~$250,000~~). The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the District should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the District must make independent estimates before receiving bids or proposals. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements. The District must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the District according to cost principle requirements.

Time and Materials Contracts

The District uses a time and materials time-and-materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. A time-and-materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of the proposed constrct. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) public policy; (3) compliance; 4) proper classification of employees; 5) record of past performance; and 6) financial and technical resources.

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over $25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 CFR Part 180 Subpart C)

Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Records Retention

The District must retain all Federal award records for three (3) years from the date of submission of the final financial report. For awards that are renewed quarterly or annually, the District must retain records for three (3) years from the date of submission of the quarterly or annual financial report, respectively. Records to be retained include, but are not limited to, financial records, supporting documentation, and statistical records. Other records retention requirements shall be in accordance with 2 C.F.R. 200.334.

The District must collect, transmit, and store Federal award information in an open file, non-licensed, and machine-readable formats. The District may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

Revised 12/10/18
Revised 10/14/19
Revised 12/14/20
Revised 8/16/22
Revised 6/20/23
Revised 6/18/24

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Legal	2 C.F.R. 200.334 - 200.336
	2 C.F.R. 200.317-.326; Appendix II to Part 200
	2 C.F.R. 200.520
Cross References	po6350 - PREVAILING WAGE

Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Vol. 40, No. 2 - February 2026 Replacement ARTIFICIAL INTELLIGENCE (AI)
Code	po7540.09 - CH/JP/JB/SE/BOE COMMITTEE 20260427 - OPTION MARKED IN ACCORDANCE WITH CURRENT POLICY - C H 20260426 - REPLACEMENT POLICY
Status	
Adopted	December 17, 2024

Replacement Policy - Vol. 40, No. 2

7540.09 - **ARTIFICIAL INTELLIGENCE (AI)**

The Board acknowledges the positive impact and transformative potential of Artificial Intelligence ("AI") in education and operations, emphasizing a balanced, people-centered approach. It supports the responsible and innovative use of AI in classrooms and professional settings, with the understanding that AI should enhance human interaction and instruction, not replace it, and all AI-driven decisions require human review. The Superintendent is authorized to support the use of artificial intelligence technology when its use is consistent with the District's mission, goals, and operational integrity. The ~~( ) Superintendent~~ **(X)** ___Director of Technology_____ **[END OF OPTIONS]** is responsible for overseeing and ensuring compliance of this policy.

Definitions

For purposes of this policy, the following definitions apply:

Artificial Intelligence ("AI")

AI refers to systems or tools capable of performing tasks that typically require human intelligence including, but not limited to, decision-making, problem-solving, and language understanding. AI is computer code that can resemble human intelligence to complete a given task (e.g., problem-solving, planning, etc.). It involves developing algorithms and systems that can perceive, reason, learn, and make decisions based on data made available to the AI tool.

Generative AI

A subset of AI that uses large language models ("LLMs") and other advanced algorithms to create content, such as text, images, audio, or video, in response to user input.

Generative AI works by analyzing large datasets to learn patterns and features, which it then uses to generate new, original content. It uses complex algorithms, often based on neural networks, to make predictions based on the input data it has processed; thereby enabling it to create a wide range of outputs, from text and images to music and code, that mimic the style or characteristics of the data on which it was trained.

At its core, generative AI predicts the flows of language. Trained on massive amounts of text taken from publicly available internet sources to recognize the relationships that most commonly exist between individual units of meaning (including full or partial words, phrases, and sentences), LLMs can, with great frequency, generate replies to users' prompts that are contextually appropriate, linguistically facile, and factually correct.

Natural Language Processing ("NLP")

A field of artificial intelligence that focuses on enabling computers to understand, interpret, and respond to human language in a meaningful way. Examples of NLP include, but are not limited to, Grammarly, GPT-Based APIs, Google Cloud Natural Language AI, Microsoft Azure Text Analytics, IBM Watson NLP, Amazon Comprehend, etc.

Large Language Model ("LLM")

A sophisticated AI system trained on extensive text data to process and produce language; recognize patterns, grammar, and nuances. It can perform tasks like text generation, question answering, and language translation.

Algorithm

A set of rules or instructions guiding AI operations and decision-making.

Personally Identifiable Data/Personal Data

Refers to any information that can directly or indirectly identify an individual including, but not limited to, names, addresses, student records, and health information.

Proprietary Information/Data

Refers to a broad category of non-public, sensitive, or confidential data belonging to the District, its staff, or its operations. This information is considered the District's. This information is generally protected from unauthorized disclosure or use.

Open AI ("Open-Source AI")

Definition: AI models where the developers openly share the model's architecture, underlying code, and often the "weights" (the learned parameters of the model), and sometimes the training data. Open AI models accessed publicly present a high risk of data release, as data input is often used for AI tool training and can be publicly available. Open AI models may require the District to implement and manage its own wrapper or filtering layer. As a result, it is not recommended that OpenAI tools/applications are used in districts due to the high potential of violating Federal and State laws. Open-Source AI also produces less reliable content, because it is accessing a pool of data that is not universally verified as accurate.

Closed AI ("Closed-Source/Proprietary AI")

Definition: AI models where the developers obscure or protect the model's architecture, underlying code, training data, and weights. Users interact with the model via a restricted service. Closed AI may offer better, contractually-guaranteed data security (e.g., "enterprise" versions), but its "black box" nature still requires a formal audit and contract. Closed AI developers typically manage these filters internally. Closed-Source or Proprietary AI produces more reliable results because it is accessing data sources that are controlled and can be verified as accurate.

Any use of artificial intelligence technology in the District's educational program or operations must be in accordance with State and Federal law as well as Board policies **(X)** including, but not limited to, the following: Policy 5500 – Student Code of Classroom Conduct; Policy 5517 – Student Anti-Harassment; Policy 5517.01 – Bullying; Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities; Policy 8330 – Student Records; Policy 2240 – Controversial Issues in the Classroom; Policy 7540.03 – Student Technology Acceptable Use and Safety; and Policy 7540.04 – Staff Technology Acceptable Use and Safety **[END OF OPTION]. [DRAFTING NOTE: Confirm and Select as Needed]**

General Principles

A. **Transparency**

Users of AI tools must disclose when and how these tools have been employed in the creation of academic or professional work.

B. **Ethical Use**

District employees who use AI technologies must do so in ways consistent with institutional values, privacy standards, Family Educational Rights and Privacy Act ("FERPA"), Individuals with Disabilities Education Act ("IDEA"), copyright laws, and ethical principles, honesty, trustworthiness, and personal dignity of both employees and students.

C. **Content Responsibility**

District employees who use AI technologies are responsible for the content created by that AI tool.

Evaluation and Approval

Before adopting any AI tool or system, the District will conduct a comprehensive risk assessment — evaluating data sources (including use of student Personally Identifiable Information), decision-making impacts on students, potential bias or disparate impact, and vendor compliance with privacy, security, and data retention laws — and ensure all contracts include

clear legal, ethical, and technical safeguards aligned with FERPA, IDEA, COPPA, PPRA, Michigan statutes, and District policies. AI systems must be reviewed to ensure they are nondiscriminatory, fully accessible, and do not compromise the rights or individualized support of students, particularly those protected under federal and state civil rights laws.

AI Tool Selection

The District approves the use of Closed AI tools only, that have been carefully reviewed, evaluated, and approved by **(X)** _____District Senior Cabinet_____ **[e.g., IT Director, Curriculum Director, or a AI Committee]** for student and staff use.

Transparency

The District is committed to transparency and accountability in AI use by informing teachers, students, and parents when AI influences decisions, clearly explaining how it works and what data it uses, assigning oversight to **(X)** _____District Senior Cabinet_____, and conducting regular audits to evaluate accuracy, fairness, and impact on equity and student rights. The District will maintain a public AI Tool Inventory that lists every approved AI tool and includes a summary of its data-handling and privacy features. ~~**[ ] The AI Tool Inventory will be posted on the District website. [END OPTION]**~~

Vendor Vetting & Contracts

All AI tools used by the District must undergo a formal risk assessment by the IT/Legal department to review their Terms of Service and data handling practices to ensure compliance with all Federal and State privacy laws. The District prohibits the input by any user of any student information, staff information, or confidential district data into any AI tool that does not have a formal, vetted contract guaranteeing data privacy and non-use for training.

Employee Use of AI

Employees may integrate AI tools into their instruction at their discretion and should clearly define the parameters for AI usage in the classroom by students using District-approved AI applications/tools.

When using AI to create instructional materials, assessments, or feedback, employees shall maintain transparency by disclosing the role of AI in these processes. Employees must review and verify the accuracy and appropriateness of any AI-generated content.

Employees shall not input sensitive, confidential, personally identifiable, or proprietary information about students, colleagues, or institutional operations into AI systems that lack safeguards and policies to protect such data from being used in their training models, and if such information will be entered into an AI system, employees shall seek the approval of their **(X)** supervisor ~~**( ) Principal [END OF OPTION]**~~ before doing so.

Using AI detection software to enforce academic integrity should be done in accordance with the knowledge that this software is not foolproof and that the disruptive nature of AI technologies in education can lead to considerable confusion regarding expectations for AI use. Employees should use AI-detection ethically and as the starting point of an inquiry into a possible violation of academic integrity rather than as a definitive indication of student dishonesty. Employees must also disclose the use of AI software in course curricula.

Employees may use AI tools to enhance workflows, such as drafting communications, analyzing data, or developing reports, provided the outputs are verified for accuracy and compliance with State and Board policies. The use of AI tools for such purposes should be disclosed when disseminating AI output.

Student Use of AI

Students shall receive age-appropriate instruction about responsible AI use, digital citizenship, privacy, and the risks/limitations of AI prior to using AI.

Students are expected to develop their own knowledge, skills, and understanding of course material rather than relying solely on AI tools, and they should ask their teacher(s) when they have questions and/or need assistance.

Students may use AI tools for academic purposes when specifically and clearly permitted by their teacher(s). The use of AI must be properly disclosed and cited in accordance with the established guidelines and not be employed to undermine authentic learning or learning objectives for the course or assignment.

If a student has any questions about whether they are permitted to use AI tools for a specific class assignment, they should ask their teacher(s).

Unauthorized use of AI tools will be considered a form of plagiarism, unauthorized collaboration, or misrepresentation of AI-generated content as original work and any student found using these tools without permission or in a prohibited manner will be disciplined in accordance with the Student Handbook or Policy 5500 – Student Code of Conduct. **[DRAFTING NOTE: Confirm the Board has adopted this policy if included in this policy]**

Academic Accessibility

AI tools can be utilized to assist students with disabilities in accessing and understanding written materials. For example, text-to-speech software can help students with specific learning disabilities, visual impairments, or other disabilities in reading texts, and AI-powered translation tools can help students with hearing impairments understand spoken language (e.g., create transcripts or provide closed-captioning for spoken material). Specific use of AI technologies beyond universal application for students with disabilities is best addressed in each student's Individual Education Plan ("IEP").

Employee Training

Employees will receive training ~~( ) annually~~ **(X)** periodically **[END OF OPTION]** to ensure adherence to this and other related policies, data privacy, student records, and allowable/approved AI tools in the District.

Non-Academic Use of AI

Students and staff are prohibited in the use of AI from generating false or knowingly misleading representations of other students, staff, volunteers, or Board members that are reasonably interpreted as derogatory, threatening, or otherwise objectionable to a reasonable person, including by way of AI generated or manipulated visual or verbal depictions of any such individual, or the distribution of such depictions through any means, for example via social media, regardless of whether the distributor created the depictions themselves.

Enforcement

Violation of this policy may result in disciplinary consequences. Students may be disciplined for violations, up to and including suspension or expulsion. Staff may be disciplined for violations, up to and including suspension or termination of employment. The Superintendent will refer any illegal acts to law enforcement.

Questions or Concerns

Staff, parents, or members of the public who have questions or concerns regarding this policy or the use of AI in the District should contact the **(X)** Superintendent ~~( ) _____ [END OF OPTION]~~.

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Cross References

po5500 - STUDENT CONDUCT

po7540.03 - STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY

po7540.04 - STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY

Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Vol. 40, No. 2 - February 2026 Renumbered/Revised VOLUNTEERS
Code	po8120.09 - RENUMBERED/REVISED POLICY - CH/JP/JB/SE/BOE COMMITTEE 20260427 - CH 20260426
Status	

Renumbered/Revised Policy - Vol. 40, No. 2

8120.09~~3120.09~~ - **VOLUNTEERS**

The Board of Education recognizes that certain programs and activities can be enhanced through the use of volunteers who have particular knowledge or skills that will be helpful to members of the professional staff responsible for the conduct of those programs and activities.

The Superintendent shall be responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. The District~~S/He~~ shall not be obligated to make use of volunteers whose abilities are not in accord with District needs.

Volunteers for Athletic Activities

Volunteers who direct, supervise, or coach a student activity program that involves athletics, routine or regular physical activity, or activities with health and safety considerations may be required to complete a sudden cardiac arrest training course. The qualifications may also include completion of a student mental health training course. The mental health training course may be combined with or part of another training course.

These volunteers will submit to a background check and take courses as may be required by the Michigan Department of Education ("MDE") and/or the Michigan High School Athletic Association ("MHSAA").

General Requirements

[X] Any individual who volunteers to work in the schools or on any school-sponsored activity shall submit to a criminal history records check prior to being allowed to participate in any activity or program.

[X] Any volunteer who works with or has access to students shall submit to a criminal history records check prior to being allowed to participate in any activity or program.

~~**[ ]** Any person who volunteers to work with the District shall be screened through the Internet sites for the Sex Offenders Registry ("SOR") list, the Internet Criminal History Access Tool ("ICHAT") criminal history records check, and the Offender Tracking Information System ("OTIS") prior to being allowed to participate in any activity or program.~~

~~**[ ]** Any volunteer who works with or has access to students shall be screened through the Internet sites for the Sex Offenders Registry ("SOR") list, the Internet Criminal History Access Tool ("ICHAT") criminal history records check, and the Offender Tracking Information System ("OTIS") prior to being allowed to participate in any activity or program.~~

The Superintendent is to inform each volunteer that they~~s/he~~:

A. are required~~shall agree~~ to abide by all Board policies and District guidelines while on duty as a volunteer (including, but not limited to, the volunteer's obligation to keep confidential and not release or permit access to any and all student personally identifiable information to which they are exposed except as authorized by law)~~including signing, if appropriate, the District's Network and Internet Access Agreement Forms~~;

B. will be covered under the District's liability policy but the District cannot provide any type of health insurance to cover illness or accident incurred while serving as a volunteer, nor is the person eligible for workers' compensation;

C. will be asked to sign a form releasing the District of any obligation should the volunteer become ill or receive an injury as a result of their~~his/her~~ volunteer services;~~.~~

D. ~~**( ) may not accept compensation from any third party or source including, but not limited to, booster, parent, or other District support organizations for the performance of their official duties as a volunteer on behalf of the Board. [END OF OPTION]**~~

Furthermore, the Superintendent shall inform all volunteers who work or apply to work unsupervised with children on a regular basis of the need to display appropriate behavior at all times, and that~~The Superintendent shall also ensure that each volunteer is properly informed of the District's appreciation for his/her time and efforts in assisting the operation of the schools.~~

[CHOOSE OPTION #1 OR #2]

[X] [OPTION #1]

they may be required to provide a set of fingerprints at any time so that a criminal records check can be conducted. If a criminal records check is then conducted, it will be done as a condition of continued service as a volunteer and will be at ~~**( ) the Board's [OR] (**~~ **X)** the volunteer's **[END OF OPTION]** expense.

~~**[ ] [OPTION #2]**~~

~~they will have to provide a set of fingerprints so that a criminal records check can be conducted **( )** at the Board's expense **( )** and that they will have to pay the costs associated with the criminal records check **[END OF OPTION]** either before they can begin their duties or as a condition of continued service as a volunteer at the discretion of the Board.~~

[END OF OPTIONS]

If a criminal records check indicates that a volunteer has been convicted of or pleaded guilty to any of the offenses listed below the volunteer will be informed either that the Board is no longer interested in maintaining their volunteer service or that the volunteer will be assigned to duties for which they will not work unsupervised with children.

The Superintendent shall inform each volunteer of the District's appreciation for their time and efforts in assisting in the operation of the schools and for their understanding with regard to the need for all volunteers to be subject to a possible criminal records check.

Offenses

No person is to be accepted or maintained as a volunteer if they have been convicted of any of the following offenses:

A. aggravated murder, murder, voluntary manslaughter, involuntary manslaughter

B. felonious assault, aggravated assault, assault

C. failing to provide for a functionally impaired person

D. aggravated menacing

E. patient abuse or neglect

F. kidnapping, abduction, child stealing, criminal child enticement

G. rape, sexual battery, corruption of a minor, gross sexual imposition, sexual imposition, importuning, voyeurism, public indecency, felonious sexual penetration, compelling prostitution, promoting prostitution, procuring prostitution, disseminating matter harmful to juveniles, pandering obscenity, pandering obscenity involving a minor, pandering sexually oriented matter involving a minor, illegal use of a minor in nudity-oriented material or

performance

H. aggravated robbery, robbery

I. aggravated burglary, burglary

J. abortion without informed consent

K. endangering children

L. contributing to the delinquency of children

M. domestic violence

N. carrying concealed weapons, having weapons while under disability, improperly discharging a firearm at or into a habitation or school

O. corrupting another with drugs

P. trafficking in drugs

Q. illegal manufacture of drugs or cultivation of marijuana

R. funding of drug or marijuana trafficking

S. illegal administration or distribution of anabolic steroids

T. drug possession offenses (that are not a minor drug possession offense)

U. placing harmful objects in or adulterating food or confection

V. ~~( ) a felony~~

W. ~~( ) an offense of violence~~

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Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Copy of EMERGENCY OPERATIONS PLAN
Code	po8402 - CH/JP/JB/SE/BOE COMMITTEE 20260427 - CH 20260426 - REVISED POLICY
Status	
Adopted	October 14, 2019

Revised Policy - Vol. 40, No. 2

8402 - **EMERGENCY OPERATIONS PLAN**

For~~By no later than January 1, 2020, for~~ each school building the District shall 1) develop an emergency operations plan or 2) adapt its statewide school information policy (referred to as the "Plan" throughout the remainder of this Policy) to comply with the requirements of this Policy. This action shall be taken with input from the public. School building means any building intended to be used to provide instruction to students and any recreational or athletic structure or field intended to be used by students.

Beginning in the 2019-2020 school year, and at least biennially thereafter, the District shall conduct a review of its Plan, including a review of the vulnerability assessment, with at least one law enforcement agency that has jurisdiction over the District.

The Plan must include guidelines and procedures that address all of the following:

A. school violence and attacks

B. threats of school violence and attacks

C. bomb threats

D. fire

E. weather-related emergencies

F. intruders

G. parent and pupil reunification

H. threats to a school-sponsored activity or event whether or not it is held on school premises

I. a plan to train teachers on mental health and pupil and teacher safety

J. a plan to improve school building security

K. an active violence protocol

L. continuity of operations after an incident

M. a vulnerability assessment

N. a protocol for when and how pupils are permitted to use wireless communications devices during an emergency

The District shall notify the Michigan Department of Education not later than thirty (30) days after it adopts its Plan and after each biennial review in the form and manner prescribed by the Department.

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Legal M.C.L. 380.1308b

Book	Policy Manual
Section	Vol. 40, No. 2 - February 2026 MI Update Board Revisions
Title	Vol. 40, No. 2 - February 2026 New SPECIALIZED TRANSPORTATION FOR STUDENTS WITH IEPs
Code	po8655 - NEW POLICY - NO OPTIONS OR FILL-INS - CH/JP/JB/SE/BOE COMMITTEE 20260427 - CH 20260426
Status	

New Policy - Vol. 40, No. 2

8655 - **SPECIALIZED TRANSPORTATION FOR STUDENTS WITH IEPs**

It is the policy of the Board of Education to provide specialized transportation as a related service when it is necessary for a student with an individualized education program ("IEP") to receive a free appropriate public education ("FAPE"), consistent with the least restrictive environment ("LRE") requirements. Specialized transportation is defined under 34 C.F.R. 300.34(c)(16) and includes travel to and from school and between schools; travel in and around school buildings; and specialized equipment such as special or adapted buses, lifts, and ramps, if required to provide transportation for a student with an IEP.

The IEP Team shall determine whether specialized transportation is required based on the individual needs of the student and the student's access to education in the LRE, including nonacademic settings, in accordance with 34 C.F.R. 300.114 and 300.117. Transporting a student with an IEP separately from their peers shall be used only when necessary to meet the student's needs and after consideration of supplementary aids and services that could support the student on general education transportation. The IEP Team will consider whether the student can safely walk or use general education transportation to get to and from school and activities, and if not, whether disability-related medical, health, developmental, or behavioral needs necessitate specialized transportation. The IEP Team will also consider potential harmful effects on the student or the quality of services, consistent with 34 C.F.R. 300.116(d). Cost shall not be a factor in determining a student's need for specialized transportation as a related service. Any required specialized equipment or supports will be documented in the student's IEP.

Transportation options shall be selected in accordance with LRE principles and the student's documented needs and may include: general education vehicles without supplementary aids and services; general education vehicles with supplementary aids and services for specialized equipment; or specialized transportation vehicles when necessary for the student to receive FAPE. The IEP Team's determination shall address transportation to and from school and, as appropriate, nonacademic and extracurricular activities that are part of the student's IEP.

The Superintendent shall establish administrative guidelines to implement this policy and to ensure that transportation personnel receive the information necessary to carry out IEP-required transportation supports and services in compliance with Federal and State requirements.

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Legal	34 C.F.R. 300.34(c)(16), 300.114, 300.116(d), 300.117
	M.C.L. 380.1321, 1322, 1323, 1324, 1756
	A.C. Rule 340.281, 282

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-93 SUBJECT: SIS Change

FOR DISCUSSION: Marcus Leon

STATEMENT OF THE ISSUE:

The district utilizes a Student Information System, Powerschool, to manage critical student data. It is used to record enrollment, demographics, scheduling, grading, attendance and much more. The data gathered in PowerSchool is used for required state reporting. Over the last several years, costs for PowerSchool has increased, while support has decreased. The district has been looking at another SIS, MiStar-Q, which has local support (Wayne RESA). It is part of a consortium, managed by both Wayne RESA and Oakland Schools. JPS is finalizing its evaluation over the coming weeks.

RECOMMENDATION:

No action required at this time. Administration will bring this back in June for final discussion/approval of the SIS to be used by the district.

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JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-94 SUBJECT: Bus Purchase

FOR DISCUSSION: Marcus Leon

STATEMENT OF THE ISSUE:

The district discussed a bus replacement schedule at a recent facility/finance committee meeting. There are currently 11 propane buses that are older than 10 years. The committee decided to replace 1-2 buses/year, depending on the overall budget of the district. Holland bus has advised JPS of 6 off lease buses becoming available for a fall delivery. JPS is interested in 1 at this time. Cost is $83,688/bus. This is to be paid from general fund, and will be included in the 2026-27 budget proposal

RECOMMENDATION:

No Recommendation at this time, administration will recommend approval to purchase 1 bus totalling $83,688 at the June board meeting.

Marcus Leon <marcus.leon@jpsk12.org>

Fwd: Holland bus Off lease F539161

Todd Frey <todd.frey@jpsk12.org> Mon, Mar 2, 2026 at 9:31 AM
To: Marcus Leon <marcus.leon@jpsk12.org>

FYI

Todd Frey
Executive Director of Operations
Jackson Public Schools
Jackson, MI
517-841-2161

---------- Forwarded message ---------
From: **Steve Fenech** <steve.fenech@hollandbuscompany.com>
Date: Mon, Mar 2, 2026 at 8:00 AM
Subject: Holland bus Off lease F539161
To: Todd Frey <todd.frey@jpsk12.org>

Hi Todd

These are the 6 identical 2024, 77 passenger conventional propane buses (F539161-166) coming off lease 6/16/26 these would be available within 3 months after return.

Asking $83,688.00 ea.

These mileage were taken February 4 2026

Bus #1 F539161 mileage ??

Bus #2 F539162 mileage 20645

Bus #3 F539163 mileage 39,668

Bus #4 F539164 mileage 37,215

Bus #5 F539165 mileage 27,317

Bus #6 F539166 mileage ??

See attached spec sheet. Let me know if you have any questions. I can hold these with a PO.

All my best!

HOLLAND
Bus Company

Steve Fenech
School Bus Specialist
Cell: 616-368-1901
Fax: 616-396-1391
Email: steve.fenech@hollandbuscompany.com

BLUE BIRD

https://www.blue-bird.com/school-buses/

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specs F539161-166.pdf
1883K

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-95 SUBJECT: Stormwater Resolution

FOR DISCUSSION: Marcus Leon

STATEMENT OF THE ISSUE:

As part of the district's stormwater permitting process, The Michigan Dept of Environment, Great Lakes, and Energy (EGLE) requires a resolution to be reviewed and signed by the board approving the district's stormwater management program.

RECOMMENDATION:

No action at this time is needed. Administration will bring this back for approval at the June 23 BOE meeting.

environmental group

www.archenvgroup.com
healthAIR - Industrial Hygiene Services
cleanWATER - Consulting & Testing Services
safeEARTH - Hazardous Waste & Recycling Services

May 11, 2026

Mr. Todd Frey
Director, District Operations
Jackson Public Schools
1401 N. Brown Street
Jackson, MI 49202
todd.frey@jpsk12.org

RE: Stormwater Resolution
MS4 Permit Application

Dear Mr. Frey:

An application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to gain authorization to discharge water through the district's municipal separate storm sewer system (MS4) to waters of the state was submitted in September 2021. EGLE reviewed the District's application and provided required corrections which were submitted on April 30, 2026 by Arch Environmental Group, Inc.

To fulfill the application requirements, the permittee must submit the following:

1. An ordinance or regulatory mechanism that prohibits non-stormwater discharges into the applicant's MS4.
2. An ordinance or other regulatory mechanism to address post-construction stormwater runoff from new development and redevelopment projects, including preventing or minimizing water quality impacts.

To meet the ordinance requirements of the permit, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) will accept a Stormwater Resolution in Support of the Stormwater Management Program in its place. An approved Stormwater Resolution is required for permit issuance.

Please have the Stormwater Resolution reviewed and signed by the Board of Education. Once complete, please return the approved resolution to Arch Environmental Group for submission to EGLE.

If you have any questions, please feel free to contact me at (248) 426-0165 [office] or (248) 896-4913 [mobile].

Sincerely,

Arch Environmental Group, Inc.
Environmental Services

Kathleen McBride
Manager, stormWATER Team

Attachments: Draft Stormwater Resolution
SW IDEP Discharge Regulatory Policy
SW Post-Construction Policy & Procedure

environmental group

Stormwater Management – Illicit Discharge Regulatory Policy

Jackson Public Schools
Permit Number: MI0060306
Issue date: April 30, 2026

This illicit discharge regulatory policy was developed as a regulatory policy for prevention of pollution from storm water runoff and to protect the quality of the waters of the State of Michigan through the regulation of non-stormwater discharges to the municipal separate storm sewer system (MS4) to the maximum extent practicable as required by federal and state law. This regulatory mechanism establishes methods for controlling the introduction of pollutants into the MS4 in order to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit through the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The objectives of the regulatory mechanism are:

1. To regulate the contribution of pollutants to the MS4 by stormwater discharges by any user.
2. To prohibit illicit connections and discharges into the MS4.
3. To establish authority to investigate, inspect, and monitor suspected illicit discharges.

District properties include all Jackson Public Schools properties.

Illicit Discharge means any discharge to, or seepage into the separate stormwater drainage system that is not composed entirely of stormwater or uncontaminated groundwater except discharges pursuant to an NPDES permit.

Illicit Connection means a physical connection to the MS4 separate stormwater system that primarily conveys non-stormwater discharges other than uncontaminated groundwater into the MS4 separate storm sewer system; or a physical connection not authorized or permitted by the local authority, where a local authority requires authorization or a permit for physical connections.

Prohibitions of Illicit Discharges

1. Prohibition of Illicit Discharges:
    a. Jackson Public Schools prohibits the discharge of non-stormwater discharges into the storm drain system, including but not limited to pollutants or waters containing any pollutants.
    b. No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the MS4 any pollutants or waters containing any pollutants, other than stormwater.

2. The following discharge is **not prohibited**:
    a. This policy excludes prohibitions from the discharge or flows from firefighting activities to the Jackson Public Schools MS4. Discharge or flows from firefighting activities will be

addressed only if they are identified as significant sources of pollutants to surface waters of the state.

b. The following activities are **not prohibited** under this policy unless they are determined to be significant sources of pollutants to surface waters of the state:
    - Water line flushing and discharges from potable water sources.
    - Landscape irrigation runoff, lawn water runoff, and irrigation waters.
    - Diverted stream flows and flows from riparian habitats and wetlands.
    - Rising groundwater and springs.
    - Uncontaminated groundwater infiltration and seepage.
    - Uncontaminated pumped groundwater, except groundwater cleanups specifically authorized by NPDES permits.
    - Air conditioning condensation.

Prohibition of Illicit Connections

1. The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited.
2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
3. A person is considered to be in violation of this regulatory mechanism if the person connects a line conveying sewage to the MS4 or allows such a connection to continue.
4. Improper connections in violation of this regulatory mechanism must be disconnected and redirected.
5. Illicit discharge and connections will be eliminated immediately.

Enforcement

The District Stormwater Program Manager will administer and enforce the stormwater management program, including investigate, inspect, and monitor suspected illicit discharges or illicit connections.

If you witness or think a discharge is taking place, please contact the Jackson Public Schools at 517-841-2161.

Stormwater Management - Post-Construction Policy & Procedure

Jackson Public Schools
Permit Number: MI0060306
Issue date: April 30, 2026

Applies To: As required by the National Pollutant Discharge Elimination System (NPDES) permit for Jackson Public Schools, the scope of this Guideline includes all development and redevelopment projects on District properties that involve either:

a. earth disturbance of one (1) acre or greater,
   OR
b. earth disturbance of less than one (1) acre, but which are part of a larger common plan of development or sale that would disturb one (1) acre or more.

Post-Construction Requirements Policy Statement

Jackson Public Schools development and redevelopment projects on District property are regulated under and must comply with the Jackson Public Schools NPDES permit for stormwater discharges, as issued by the Michigan Department of Environment, Great Lakes and Energy (EGLE). The Stormwater Management Post-Construction Requirements Guideline has been developed to provide guidance regarding responsibilities and actions to meet the NPDES permit conditions for development and redevelopment projects on district owned properties.

Post-Construction Plan for Stormwater Management

The post-construction plan for stormwater management on regulated sites **must** include:

- A minimum treatment volume standard to address water quality impacts.
- Channel protection criteria to address resource impairment resulting from flow volumes and rates.
- Review sites with known soil and/or groundwater contamination, including potential "hot spots" and evaluate the use of infiltration BMPs to meet water quality treatment and channel protection criteria to ensure that infiltration BMPs do not exacerbate existing conditions. Hot spots include areas with the potential for significant pollutant loading such as vehicle service and maintenance facilities, vehicle equipment cleaning facilities, fleet storage areas for buses, and outdoor liquid container storage.
- Drawings showing the location of stormwater control measures and the storm system.
- Details on the proposed stormwater control measures.
- Operation & Maintenance (O&M) requirements.
- Supporting information
    - Calculations used for designing all components of the stormwater management systems.
    - Total Suspended Solids (TSS) design removal rates and supporting manufacturer documentation, if applicable.

- Geotechnical report including soil boring and infiltration test data.

The project team [Architecture, Engineering & Construction, Other Project Manager, Project Developer and/or Contractors] shall develop the post-construction plan for stormwater management in accordance with this guideline and the NPDES permit.

Water Quality Treatment Volume Standard

The minimum treatment volume standard **must** be either:

a. Treat the first one (1) inch of runoff from the entire site.
   OR
b. Treat the runoff generated from ninety percent (90%) of all runoff-producing storms for the project site, as summarized in MDEQ's memo dated March 24, 2006 https://www.michigan.gov/documents/deq/wrd-hsu-ninety-percent_557709_7.pdf

Total Suspended Solids

The treatment methods must be designed on a site-specific basis to achieve the following:

a. A minimum of eighty percent (80%) removal of total suspended solids (TSS), as compared with uncontrolled runoff.
   OR
b. Discharge concentrations of TSS not to exceed 80 milligrams per liter (80mg/L).

A minimum treatment volume standard is not required where site conditions are such that TSS concentrations in storm water discharges will not exceed 80mg/L.

Channel Protection Criteria

The channel protection criteria must maintain post-development site runoff volume and peak flow rate at or below existing levels for all storms up to the 2-year, 24-hour event. "Existing levels" means the runoff volume and peak flow rate for the last land use prior to the planned new development or redevelopment. More restrictive channel protection criteria may be utilized on a case-by-case basis, as appropriate.

Site Plan Review

This policy is to establish a requirement to submit a site plan for review as required by the EGLE NPDES Stormwater Discharge Permit and ensure that water quality objectives, erosion and sediment control requirements, and BMP maintenance are considered to the maximum extent practicable.

Jackson Public Schools shall evaluate proposed construction activities to determine:

- If the activity meets the criteria of a development or redevelopment project with an earth disturbance greater than or equal to 1 acre, or part of a common plan of development resulting in a development or redevelopment activity greater than or equal to 1 acre in size.
- Does the development or redevelopment project discharge to waters of the state, or to a county, city, or township MS4.

If the development or redevelopment project discharges directly to waters of the state, Jackson Public Schools shall comply with the post-construction standards outlined in this SWMP.

If the development or redevelopment project discharges to a regulated county, city, or township MS4, Jackson Public Schools shall submit the site plan for review and approval. Site plan approval by the county, city, or township of an equivalent post-construction standard ensures acceptable compliance with the Jackson Public Schools NPDES MS4 Stormwater Discharge Permit. Jackson Public Schools shall obtain and maintain a copy of the site plan approval *document*.

If the development or redevelopment project discharges to a county, city, or township MS4 that is not regulated or require site plan review, Jackson Public Schools shall comply with the post-construction standards outlined in this SWMP.

Operations & Maintenance Plans

All structural and vegetative stormwater control measures installed as a requirement under this section of the permit shall include a plan for maintaining maximum design performance through long-term operation and maintenance.

Enforcement

The Jackson Public Schools Stormwater Program Manager will administer and enforce the stormwater management program, including maintaining procedures, guidance, information, etc. to aid district staff and contractors in complying with the post-construction requirements for stormwater management.

Jackson Public Schools
Resolution in Support of Stormwater Management Program

WHEREAS Jackson Public Schools owns and operates facilities within the boundaries of the Jackson Urbanized Area which discharges stormwater though a municipal separate storm sewer system (MS4) to surface waters of the State of Michigan; and

WHEREAS The Michigan Department of Environment, Great Lakes, and Energy maintains oversight and regulatory authority for compliance with the terms and conditions of the NPDES Municipal Separate Storm Sewer System discharge permit; and

WHEREAS Jackson Public Schools has applied for and received permit coverage to discharge stormwater from Jackson Public Schools facilities to the MS4; and

WHEREAS Jackson Public Schools agrees to comply with the NPDES Municipal Separate Storm Sewer System discharge permit requirements, and

WHEREAS Jackson Public Schools has developed a Stormwater Management Program Plan (SWMP) outlining the policies, procedures, and best management practices to be employed by the district to comply with the permit requirements, and

WHEREAS the conditions of the NPDES Municipal Separate Storm Sewer System discharge permit require Jackson Public Schools to develop policies and procedures that prohibit illicit discharges to their stormwater system and to implement appropriate enforcement procedures and actions to detect and eliminate such illicit discharges, and

WHEREAS Jackson Public Schools agrees to prohibit the discharge of non-stormwater discharges into the storm drain system, including but not limited to pollutants or waters containing any pollutants, and

WHEREAS Jackson Public Schools agrees to eliminate illicit discharges and illicit connections, and

WHEREAS Jackson Public Schools agrees to prohibit the construction, use, maintenance or continued existence of illicit connections to the storm drain system. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection, and

WHEREAS Jackson Public Schools agrees to obtain a Part 91 permit from the appropriate state, county, or local governmental soil erosion permitting agency for new development and redevelopment projects that disturb one or more acres, and

WHEREAS Jackson Public Schools agrees to obtain an NPDES construction site stormwater permit from the Michigan Department of Environment Great Lakes and Energy for new development and redevelopment projects that disturb five or more acres, and

WHEREAS Jackson Public Schools agrees to use post-construction stormwater run-off controls are necessary to maintain or restore stable hydrology in receiving waters by limiting surface runoff rates and volumes and reducing pollutant loadings from sites that undergo development or significant redevelopment.

THEREFORE, be it resolved that Jackson Public Schools will enforce the above listed policies and procedures for illicit discharge elimination and control of stormwater runoff as part of the overall Jackson Public Schools Stormwater Management Program.

Duly passed and approved by the Jackson Public Schools Board of Education, Jackson County, Michigan this _____ day of _____, _____.

Approved:

_____
President

Attest:

_____
Secretary

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-96 SUBJECT: Strategic Planning

FOR ACTION: Jeremy Patterson

STATEMENT OF THE ISSUE:

The Board of Education and the Administration is launching a new initiative to guide Jackson Public Schools through a Three- to Five-Year Strategic Plan. The purpose of this initiative is to help develop new goals and strategies for continuing to offer an excellent education for our students, while using public education resources in the most effective and efficient way.

RECOMMENDATION:

Administration recommends the approval of the Strategic Plan as presented.

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-97

SUBJECT: Resolution Calling Public Hearing on Proposed Budget

FOR ACTION: Marcus Leon

STATEMENT OF THE ISSUE:

Each year we are required to have a public hearing on our proposed budget prior to the Board approving the budget.

The millage rate proposed to be levied to support the budget must be discussed at the public hearing.

RECOMMENDATION:

The administration recommends adoption of the attached resolution calling a public hearing on the proposed 2026/27 budget to be held on Tuesday, June 23, 2026, at 6:00 p.m. at Jackson HIgh School Media Center.

RESOLUTION CALLING PUBLIC HEARING ON PROPOSED BUDGET

Jackson Public Schools
County of Jackson, Michigan

Minutes of a regular Meeting of the Board of Education of Jackson Public Schools, County of Jackson, Michigan (the "School District"), held on Tuesday, the 26th day of May 2026, at 6:00 p.m. at Jackson High School, prevailing Eastern Time.

PRESENT: Members:

ABSENT: Members:

The following preamble and resolution were offered by Member

and supported by Member:

WHEREAS, it is necessary for the Board of Education of the School District (the "Board") to adopt a budget for fiscal year 2026/27 to support the School District's millage levy; and

WHEREAS, pursuant to Act 2, Public Acts of 1968, as amended, before adoption of a budget, a public hearing shall be held as required by Act No. 43 of the Public Acts of the Second Extra Session of 1963, as amended ("Act 43"),

NOW, THEREFORE, BE IT RESOLVED THAT:

1. A public hearing on the proposed budget for fiscal year 2026/27 shall be held on Tuesday, June 23, 2026, at 5:45 p.m. at the Jackson High School Media Center at which time and place all persons who desire to be heard shall be given an opportunity to speak on the proposed budget and the property tax millage rate proposed to be levied to support the proposed budget.

2. Notice of the hearing shall be published in the Jackson Citizen Patriot (mLive) and The Blazer News, newspapers of general circulation in the School District at least once, not less than six (6) days prior to the hearing. The notice shall be published as a display advertisement prominent in size.
3. The notice of hearing shall be in substantially the form attached to this resolution and shall include the following statement in 11-point bold type: "The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing."
4. All resolutions and parts of resolutions insofar as they conflict with this resolution be and the same hereby are rescinded.

AYES: Members_____

NAYS: Members_____

RESOLUTION DECLARED ADOPTED.

_____
Board Secretary

NOTICE OF PUBLIC HEARING

JACKSON PUBLIC SCHOOLS
COUNTY OF JACKSON, MICHIGAN

ON THE ADOPTION OF THE BUDGET FOR FISCAL YEAR 2026/27

TO ALL INTERESTED PERSONS IN THE PROPOSED JACKSON PUBLIC SCHOOLS BUDGET:

PLEASE TAKE NOTICE that the Board of Education of the Jackson Public Schools, County of Jackson, Michigan, will hold a public hearing on Tuesday, the 23rd day of June, 2026, at 5:45 p.m. at Jackson High School, to consider the approval and adoption of the operating budget of the Jackson Public Schools for the fiscal year 2026/27.

The Board of Education may not adopt its proposed 2026/27 budget until after the public hearing. Copies of the proposed budget are on file at the Administration Offices, 522 Wildwood Ave., Jackson, Michigan 49201, for inspection during regular business hours. The purpose of the hearing is to receive testimony and discuss the school district's proposed 2026/27 budget. At the public hearing, all citizens, taxpayers, and property owners of the Jackson Public Schools, shall be afforded an opportunity to be heard in regard to the approval of the proposed budget.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

This notice is given by order of the Board of Education of the Jackson Public Schools, County of Jackson, Michigan.

_____
Board Secretary

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Education of the Jackson Public Schools, County of Jackson, State of Michigan, at a regular meeting held on May 26, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
Board Secretary

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-98 SUBJECT: Roof Bids

FOR ACTION: Marcus Leon

STATEMENT OF THE ISSUE:

The first project of the 2025 bond program is the roof replacement for JPS Montessori. The building has been experiencing roof leak issues most of the year, and is in the greatest need at this time. Bids were put out for Montessori and 2 other buildings (SPA and Dibble), in hopes of receiving better pricing. At this time, Sharp and Dibble will be re-bid. Due to timing of when work can be completed while students are gone, and lessening the impact on our partnership with the Felician Sisters, Montessori will be completed this summer. The winning bid amount is $788,330 for construction, and $183,124 in other costs from Triangle construction, per the master agreement. Total approval in the amount of $971,454, to be paid from the 2026 bond fund.

RECOMMENDATION:

Administration recommends the approval of the Montessori roof replacement in the amount of $971,454 as presented.

JPS Roofing Renovations 2026 - Montessori Center
Bid Pkg.
Project Cost Approval - Recap

Wednesday, May 20, 2026

Bid Day Contractor Cost & Owner Allowances		Buyout Cost
Subcontractor Bid Day		
MONTESSORI BASE BID	$	784,330
Misc. Rooftop Mechanical Equipment (Electrical) Allowance	$	1,500
Misc. Rooftop Mechanical Equipment (Mechanical) Allowance	$	2,500
Total Cost of the work	**$**	**788,330**

Construction Support & Contingencies

GC's / Const. Support / Insurance / Permits / Safety / Cleanup / Dumpsters / Barricades / Field Staff	$	133,124
Construction Contingency	$	50,000
Sub Total	**$**	**183,124**
Construction Total Cost	**$**	**971,454**

BOE Recommend to Award $ $ 971,454

Client: **Jackson Public Schools**
Project: **JPS Roofing Renovations 2026 - Montessori Center**
Location: **Jackson MI**
Architects: **TMP**

AWARD & COST ANALYSIS OF CONTRACTORS

TRIANGLE ASSOCIATES, INC.
Construction Managers
Triangle Associates, Inc.

WC #	WORK CATEGORY TITLE	LOW BIDDER & APPARENT LOW BIDDER	ACCEPTANCE 1 = YES 0 = NO	UNIT COST	ACCEPTED COST	PROPOSED CONTRACT AMOUNT	NOTES & COMMENTS
075	**MEMBRANE ROOFING - MONTESSORI CENTER**					$ 784,330	
	Base Bid	**Versatile Roofing**	1	$ 775,330	$ 775,330		
	REQUIRED ALTERNATES						
	Alt 1 - Add to go with EPDM roofing		1	$ 9,000	$ 9,000		Accepted
	Alt 2 - Add to remove ballast roof and go with EPDM		0	$ 429,200	$ -		Not Accepted.
				$ -	$ -		
	VOLUNTARY ALTERNATES						
	TOTAL					**$ 784,330**	

JPS Roofing Renovations 2026 - Montessori Center
BID TABULATION

BID DATE:	5/21/2026
PROJECT:	JPS Roofing Renovations 2026 - Montessori Center
ARCH. JOB#:	26019

WORK CATEGORY NUMBER	WORK CATEGORY TITLE	APPARENT LOW BIDDER	BASE BID	ALTERNATE ALT. 01 EPDM ROOF SYSTEM DIBBLE ELEM.	ALTERNATE ALT. 01 EPDM ROOF SYSTEM MONTESSORI CENTER	ALTERNATE ALT. 01 EPDM ROOF SYSTEM SHARP PARK ELEM.	ALTERNATE ALT. 02 BALLAST ROOF AREA DIBBLE ELEM.	ALTERNATE ALT. 02 BALLAST ROOF AREA MONTESSORI CENTER	ALTERNATE ALT. 02 BALLAST ROOF AREA SHARP PARK ELEM.	ALTERNATE ALT. 03 GYM ROOF AREA DIBBLE ELEM.	ALTERNATE ALT. 04 SHINGLE ROOF AREA SHARP PARK ELEM.	NOTES
075	APPARENT LOW BIDDER MONTESSORI CENTER	Versatile Roofing	$ 775,330.00	$ -	$ 9,000.00	$ -	$ -	$ 429,200.00	$ -	$ -	$ -	$ -
TOTALS			$ 775,330.00									

075 - MEMBRANE ROOFING

WORK CATEGORY NUMBER	WORK CATEGORY TITLE AND BIDDERS	BASE BID	ALTERNATE ALT. 01 *EPDM ROOF SYSTEM DIBBLE ELEM.*	ALTERNATE ALT. 01 *EPDM ROOF SYSTEM MONTESSORI CENTER*	ALTERNATE ALT. 01 *EPDM ROOF SYSTEM SHARP PARK ELEM.*	ALTERNATE ALT. 02 *BALLAST ROOF AREA DIBBLE ELEM.*	ALTERNATE ALT. 02 *BALLAST ROOF AREA MONTESSORI CENTER*	ALTERNATE ALT. 02 *BALLAST ROOF AREA SHARP PARK ELEM.*	ALTERNATE ALT. 03 *GYM ROOF AREA DIBBLE ELEM.*	ALTERNATE ALT. 04 *SHINGLE ROOF AREA SHARP PARK ELEM.*	NOTES
075	MEMBRANE ROOFING										
	Quality Roofing	$ 2,276,977.00	$ 89,000.00	$ 80,000.00	$ 98,000.00	$ 167,401.00	$ 477,472.00	$ 161,280.00	$ 229,212.00	$ 250,965.00	Qualifications
	Billy White Roofing										
	Versatile Roofing	$ 1,900,355.00	$ 8,000.00	$ 9,000.00	$ 7,000.00	$ 136,300.00	$ 429,200.00	$ 86,400.00	$ 129,600.00	X76500 Not Complete	v. Alt Sharp 24gauge metal -14,000
	McDonald Roofing										
BREAKUOT PRICING BY BUILDING											
APPARENT LOW BIDDER MONTESSORI CENTER	Versatile Roofing	$ 775,330.00		$ 9,000.00			$ 429,200.00				

ROOF PLAN NOTES

1. INFORMATION FOR EXISTING CONDITIONS TAKEN FROM HISTORICAL DRAWINGS AND VISUAL INSPECTIONS OF EACH BUILDING. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO INSTALLATION OF NEW WORK AND REPORT ALL DISCREPANCIES TO THE ARCHITECT.
2. LOCATIONS AND QUANTITIES OF ALL EXISTING ROOF PENETRATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR PRIOR TO WORK IN THESE AREAS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER FLASHING OF ALL EXISTING DRAINS, CURBS, VENT STACKS, ETC., AFFECTED WITHIN THE PROJECT SCOPE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES ON OR NEAR PROJECT ROOFS DURING THE WORK. PROVIDE PROPER SAFETY MEASURES NEAR ELECTRICAL SERVICE LINES.
5. FLASH ALL EXISTING PLUMBING VENTS AS PER S.M.A.C.N.A. AND N.R.C.A. STANDARDS.
6. REMOVE, SALVAGE, AND REINSTALL ALL EXISTING ROOFTOP MECHANICAL AND ELECTRICAL EQUIPMENT AS REQUIRED FOR INSTALLATION OF NEW WORK. PROVIDE ALL REQUIRED MECHANICAL AND ELECTRICAL DISCONNECTION AND RECONNECTION. SEE SHEETS M1.1 FOR TYPICAL CURB, PIPE, AND CONDUIT FLASHING DETAILS.

ROOF PLAN LEGEND

- COMBINATION PRIMARY/SECONDARY ROOF DRAIN
- ROOF DRAIN (PRIMARY)
- ROOF DRAIN (SECONDARY)
- EXHAUST FAN (RELIEF VENT)(SMOKE HOOD)
- ROOF TOP MECHANICAL UNIT
- CONDENSING UNIT (C.U.) ON EQUIPMENT RAILS

ROOF PLAN LEGEND

EXISTING SYSTEM
SINGLE PLY ROOFING ON TAPERED INSULATION ON FLAT STEEL DECK.

REPLACEMENT SCOPE - SEE BID
REMOVE EXISTING SINGLE PLY ROOFING SYSTEM DOWN TO STEEL DECK INCLUDING INSULATION, FASCIA, AND EDGE METAL. PREP AND REPAIR ALL EXISTING SUBSTRATE AS REQUIRED FOR NEW WORK. INSTALL NEW FULLY ADHERED SINGLE PLY EPO ROOFING SYSTEM ON MECHANICALLY FASTENED TAPERED R-30 AVERAGE POLY-ISO INSULATION WITH NEW FASCIA, FLASHING, AND EDGE METAL AS INDICATED.

EXISTING SYSTEM
BUILT-UP ROOFING SYSTEM WITH GRAVEL BALLAST ON TAPERED INSULATION ON CEMENTITIOUS WOOD FIBER DECK.

REPLACEMENT SCOPE - SEE BID
EXISTING AREAS OF BUILT-UP ROOF SYSTEM AND ASSOCIATED EDGE METALS TO REMAIN.

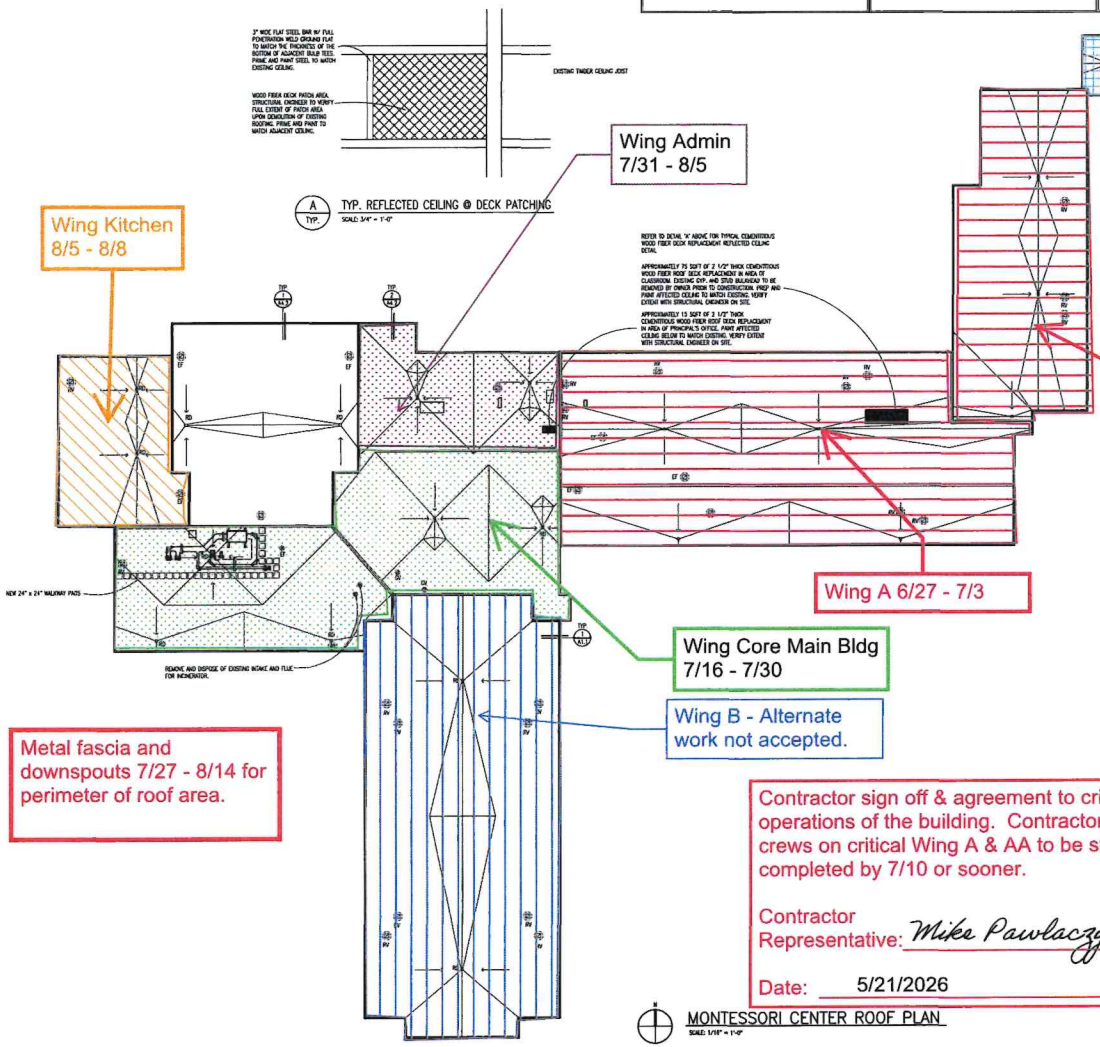
ROOF PLAN ALTERNATES

ALTERNATE NO. 1 — REMOVE EXISTING SINGLE PLY ROOFING SYSTEM DOWN TO DECK INCLUDING INSULATION, FASCIA, FLASHING, EDGE METAL, GUTTERS, AND DOWNSPOUTS WHERE PRESENT. INSTALL NEW FULLY ADHERED OPEN ROOFING SYSTEM INCLUDING INSULATION, FASCIA, FLASHING, EDGE METAL, GUTTERS, AND DOWNSPOUTS, AS INDICATED.

ALTERNATE NO. 2 — REMOVE EXISTING BUILT-UP ROOF SYSTEM DOWN TO DECK, INCLUDING INSULATION, FASCIA, FLASHING, AND EDGE METAL. INSTALL NEW MECHANICALLY FASTENED R-30 POLY-ISO INSULATION AND FULLY ADHERED SINGLE PLY ROOFING MEMBRANE AS SELECTED AS PART OF ALTERNATE 1 AND NEW EDGE METALS AND FLASHING AS INDICATED.

ALTERNATE NO. 3 — AT EBBLE ELEMENTARY GYM ROOF, REMOVE EXISTING SINGLE PLY ROOFING SYSTEM DOWN TO DECK INCLUDING FASCIA, FLASHING, EDGE METAL AND WOOD SOFFIT. INSTALL NEW FULLY ADHERED SINGLE PLY ROOFING SYSTEM AS SELECTED AS PART OF ALTERNATE 1 ON MECHANICALLY FASTENED UNIFORM THICKNESS R-30 POLY-ISO INSULATION INCLUDING NEW FASCIA, FLASHING, EDGE METAL, GUTTERS, AND DOWNSPOUTS AS INDICATED.

ALTERNATE NO. 4 — AT SHARP PARK ELEMENTARY, REMOVE EXISTING SHINGLE ROOFING SYSTEM DOWN TO DECK INCLUDING FASCIA, FLASHING, AND EDGE METAL. INSTALL NEW SHINGLE ROOFING SYSTEM INCLUDING NEW FASCIA, FLASHING, EDGE METAL, GUTTERS, AND DOWNSPOUTS AS INDICATED.



REGISTRATION SEAL

CONSULTANT

PROJECT TITLE
JPS Roofing Renovations

Jackson Public Schools
Jackson, Michigan

DRAWING TITLE
Montessori Center Roof Plan

ISSUE DATES

04-30-2026	CONSTRUCTION DOCUMENTS
DATE:	ISSUED FOR:
DRAWN	MH
CHECKED	RK
APPROVED	RK

PROJECT NO.
26019

DRAWING NO.
A1.3

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-99 SUBJECT: JHS Painting Project

FOR ACTION: Marcus Leon

STATEMENT OF THE ISSUE:

Over the past couple of years, the district has been painting areas of Jackson High School. This summer, the district is looking to paint the first floor corridors, and has received a quote from Lenco in the amount of $54,893. This would be done in the summer and spread over two fiscal years.

RECOMMENDATION:

Administration recommends the approval of the JHS painting project with Lenco painting as presented.

Lenco PAINTING INC.

April 2, 2026

Jackson High School
544 Wildwood Ave
Jackson, MI 49201

ATTN: Marcus Leon
RE: Paint Proposal
PROJECT: 1st Floor Corridors

Provide labor and materials to paint as follows:

- Prep and paint all previously painted doors, frames, and side light frames.
- Prep and paint all corridor walls.
- Lay out and paint two tone graphic stripe at ceiling to match other floors. Does not include stripe at auditorium section of corridor.
- Paint crown molding at auditorium corridor black
- Paint trophy case frames and interior wall of trophy cases in auditorium corridor.
- Paint trim and arch detail black/orange at auditorium corridor.

Total $ 54,893

Respectfully submitted,
Shane Retter
Lenco Painting, Inc.

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-100 SUBJECT: Banking Services RFP

FOR ACTION: Marcus Leon

STATEMENT OF THE ISSUE:

Earlier this year, the District's main depository bank, Comerica, was bought by Fifth Third Bank. JPS decided to issue an RFP for banking services both in light of this transaction, and an RFP has not been issued in almost 10 years. The district decided this would be an ideal time.
The district issued an RFP for banking services on March 18th, with 6 responses. After interviewing 3 finalists, the district has decided to bank with Huntington.

RECOMMENDATION:

Administration recommends moving the district's main depository bank from Comerica to Huntington

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-101 SUBJECT: TMP Contract

FOR ACTION: Marcus Leon

STATEMENT OF THE ISSUE:

The district has retained TMP to provide Architecture and Engineering services for the 2025 bond program. TMP was the firm during the district's 2018 bond program, and a good working relationship with JPS, along with detailed historical and background knowledge of the district and its needs. TMP has submitted a formal contract for approval. Fees in the contract are taken directly from the bond application submitted to the State of Michigan, that the board has previously approved. This contract was discussed at the May finance/facility meeting.

RECOMMENDATION:

Administration recommends the approval of the TMP contract as presented.

AIA® Document B132™ – 2019

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

AGREEMENT made as of the fourth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

Jackson Public School
522 Wildwood Ave.
Jackson, MI 49201

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

TMP Architecture, Inc.
259 E. Michigan Ave.
Suite 308
Kalamazoo, MI 49007

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

Jackson Public Schools 2025 Bond

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

Triangle Associates, Inc.
3769 3 Mile Road NW
Grand Rapids, MI 49534

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.

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Scope of Work includes Bond Projects that were approved by the Community at the November 4, 2025 bond election.

§ 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.)

The physical characteristics of the Project are based on information contained in the Application for Preliminary Qualification of Bonds.

§ 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.)

Based on Application for Preliminary Qualification of Bonds (Application Number: 38-170-4-K12-16-01)

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

.1 Design phase milestone dates, if any:

To be determined

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.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

(Paragraphs deleted)
To be determined

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

Competitive Bid

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

Multiple bid packages are anticipated. Requirements to be determined by mutual agreement of the parties.

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

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

Mr. Jeremy Patterson
Superintendent
Jackson Public Schools
522 Wildwood Ave.
Jackson, MI 49201

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

As the Board of Education directs and as otherwise required by law.

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

.1 Construction Manager:

Triangle Associates, Inc.

.2 Land Surveyor:

To be determined

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.3 Geotechnical Engineer:

To be determined

.4 Civil Engineer:

N/A

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

To be determined

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

Fred Grunert, AIA, NCARB, GGP
Managing Partner

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Nehil-Sivak
414 South Burdick St.
Suite 300
Kalamazoo, MI 49009

.2 Mechanical Engineer:

Peter Basso Associates, Inc.
5145 Livernois
Suite 100
Troy, MI 48098

.3 Electrical Engineer:

Peter Basso Associates, Inc.
5145 Livernois
Suite 100
Troy, MI 48098

.4 Civil Engineer:

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Spalding DeDecker Associates, Inc.
905 E South Blvd
Rochester Hills, MI 48307

§ 1.1.12.2 Consultants retained under Supplemental Services:

None, unless mutually agreed to in writing by the parties.

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

N/A

§ 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect acknowledges that the services to be provided by the Architect under this Agreement shall include assisting the Owner in complying with the Owner's obligations set forth in the Construction of School Buildings Act, Public Act No. 306 of 1937, MCL 388.851 et seq., the Stille-Derossett-Hale State Construction Code Act, Public Act No. 230 of 1972, MCL 125.1501 et seq., and the Michigan Revised School Code, Public Act No. 451 of 1976, MCL 380.1 et seq. (collectively the "Acts"). Therefore, the Architect hereby agrees to perform the services required of "an Architect" pursuant to those Acts, and acknowledges that nothing contained in this Agreement shall be construed to limit the Architect's services, duties or obligations pursuant to those Acts, or as otherwise required by law. However, the Owner and Architect acknowledge that the Project will utilize the services of a Construction Manager who will be contractually responsible for supervision of construction as required by the above Acts.

§ 2.2 The Architect shall perform its services in accordance with the standard of professional care and skill exercised by an architect of recognized experience and expertise in the design and construction of public school facilities. The Architect shall be responsible for the degree of care and skill for all services provided pursuant to this Agreement, whether such services are provided directly by the Architect, its employees or agents, or by any consultant hired by the Architect. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as amended by Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager, except as may be provided in this Agreement. The Architect agrees to cooperate with the

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Construction Manager and exercise the Architect's skill, judgment and fiduciary responsibility in furthering the interests of the Owner and to perform its services in an economical manner consistent with the Owner's interests.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. See Section 1.1.11.

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

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. The Architect shall ensure that its consultants maintain insurance policies at such levels as approved by the Owner.

§ 2.6.1 Commercial General Liability with policy limits of not less than two million dollars ($ 2,000,000) for each occurrence and not less than four million dollars ($ 4,000,000) in the aggregate for bodily injury and property damage.

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

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The Architect shall maintain umbrella liability with policy limits of not less than five million dollars ($5,000,000) for each occurrence and in the aggregate.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars ($ 1,000,000) each accident, one million dollars ($ 1,000,000) each employee, and one million dollars ($ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars ($ 5,000,000) per claim and five million dollars ($ 5,000,000) in the aggregate.

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies, and coverages will not be terminated or reduced without at least 30 days prior written notice to the Owner. The Architect shall be listed as a certificate holder or as an additional insured on its consultants' insurance policies, copies of which shall be provided to the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical, and civil engineering services, and any other engineering and design services necessary to produce a reasonably complete and accurate set of Construction Documents as described in Section 3.4.

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§ 3.1.1 The Architect shall manage the Architect's services and administer the Project, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall establish and conduct a mutually agreed upon system of communications, review and revision vehicles to ensure an informed "Owner Approval Process" for each design phase. This process shall include a reasonable number of Owner review meetings with individuals designated by the Owner. The Architect shall conduct a reasonable and sufficient number of such meetings to ensure the Owner's full opportunity to make detailed reviews, suggest revisions, and make an informed approval of such revised designs. The timeline for this process shall provide for sufficient time to allow for review, revision and finalization of plans for approval by the Owner prior to timely commencement of the subsequent design phase. Finalized plans shall be provided to the Owner and Construction Manager in both reproducible drawing format and digital format as specified by the Owner. The Architect shall promptly prepare and present to the Owner after review meeting written minutes memorializing the items discussed, revisions suggested, and determinations or decisions made at such meeting. The meeting minutes shall be presented to the Owner by the Architect no later than seven (7) days after each review meeting.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to receive, review, and evaluate the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

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

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

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

§ 3.1.6 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact governmental authorities having jurisdiction over the Project and required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by such government authorities having jurisdiction over the Project and such entities providing utility services. Prior to the commencing of Schematic Design Services, the Architect shall obtain and evaluate the accuracy of drawings or other information depicting the utilities servicing the Project site or which may be affected by the Project and shall advise the Owner on any apparent discrepancies or incomplete information and suggest additional testing or surveys which might be desirable to understand the existing conditions affecting the Project so as to assist in avoiding differing site conditions claims arising during construction. The Architect shall also consider value engineering proposals by the Construction Manager and Contractors in the various phases of its design services.

§ 3.1.7 The Architect shall assist and advise the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner.

§ 3.1.8 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause and with mutual written agreement of the parties. The Project Schedule may be adjusted by mutual written agreement of the Owner and Architect.

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§ 3.1.9 The Architect shall submit design documents to the Owner and the Construction Manager at intervals appropriate to the design process for purposes of evaluation and approval by the Owner.

§ 3.1.10 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget, and aesthetics in developing the design for the Project.

§ 3.1.11 Prior to completion of the Architect's services, as part of its Basic Services, the Architect shall be prepared to serve and shall serve when requested by the Owner as a witness in connection with any public hearing, legal or administrative proceeding to which the Owner or the Architect is a party concerning the Project.

§ 3.1.12 Upon request of the Owner, the Architect shall make presentations to explain the design of the Project to representatives of the Owner, Owner's consultant(s), Contractors and Construction Manager. When making such presentations, the Architect shall include correlating the design to the Owner's established Project budget and schedule. If the Architect's opinion of probable Project cost and/or Construction Manager's estimated Project cost and schedule exceeds the Owner's established Project budget and schedule, the Architect shall, in cooperating with the Construction Manager, present remedies or alternative designs that would bring the estimated Project cost within Owner's established Project budget and schedule, without sacrificing the Owner's Program and intent of the Project as established in Article 1.1.

§ 3.1.13 It is understood that and agreed that the Architect has the expertise with respect to the services to be performed under this Agreement, that any approval by the Owner of any schematic design documents, design development documents, construction documents, drawings and/or specification is merely an approval of the general concept, and that any such approval by the Owner shall not relieve the Architect of responsibility for the adequacy and sufficiency of the final documents, drawings and specifications.

§ 3.2 Schematic Design Phase Services

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

§ 3.2.1.1 The Architect shall receive all requested reports and tests and confirm compliance of applicable codes with structural, mechanical, electrical, plumbing, and civil engineers; develop and forward a checklist to structural, mechanical, electrical, plumbing, and civil engineers for systems required (lighting, telephone, security, etc.); and obtain approval and schedule required completion dates; and schedule meetings with regulatory agencies for project reviews and tentative approvals (i.e.: State of Michigan, fire marshal, and utility companies).

§ 3.2.1.2 The Architect and, as applicable, the Construction Manager shall review the Owner's building standards; update schedule for Project phases and meetings; list and assemble all codes and standards; receive site survey from the Owner. Site information and programs will be reviewed by structural, mechanical, electrical, plumbing, civil engineers and consultants; site visit for all disciplines; prepare for Owner's review, codes and standards analysis; determine structural, mechanical, electrical, plumbing space requirements, prepare project concepts for review; meet as necessary to keep the design on schedule and within budget; analyze engineering systems and present to Owner, prepare alternative schemes for review, including site areas, review final design to verify compliance with contract, program, codes and budget; prepare cost estimate; write general description of project (systems, equipment, etc.), present final schematic design to Owner for approval, obtain Owner's written approval and sign-off; obtain Owner's written authority to proceed.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, 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 or deficiencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an

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understanding with the Owner regarding the requirements of the Project before proceeding with drafting the preliminary designs.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. Approval by the Owner shall be deemed approval of the concept, but not the means, techniques or particular material recommended by the Architect.

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

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

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

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

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

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall receive and review the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner and shall prepare such estimates of Construction Cost as the Architect deems necessary to perform Basic Services and to satisfy MCL 339.2011..

§ 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 and provide Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical, and civil systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements, schedule, and the budget for the Cost of the Work, the Architect shall prepare and provide Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the materials and systems, their quality levels 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 expressly require in the bid documents and which the Architect shall review in accordance with Section 3.6.4. Said Construction Documents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations and shall be reasonably complete and unambiguous. Approval by the Owner shall not constitute approval of the means, techniques or particular material recommended by the Architect for the Project. Selection by the Owner of a "particular material" recommended by the Architect for the Project shall constitute approval of that "particular material" by the Owner for aesthetic purposes only.

§ 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 and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction, bidding requirements, and sample forms. All such documents shall have been provided in a format that conforms with the terms of the Agreement and the drawings/specifications, including but not limited to dispute resolution provisions, and shall comply with all public bidding, prevailing wage, and contracting laws applicable to Michigan public school districts and this Project..

§ 3.4.4 At intervals mutually agreeable to the Owner, Construction Manager and Architect, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; (4) awarding and preparing Contracts for Construction; and (5) rendering interpretations and clarifications of drawings and specifications in appropriate written form.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. The Architect with the assistance of the Construction Manager shall include in the Bidding Documents or Specifications, a requirement that the successful Contractor(s) shall provide operation and maintenance manuals to the Owner and shall provide reasonably adequate training for the Owner in the operation of any and all facility systems including mechanical, civil, electrical, technology, heating and/or air conditioning systems, and any and all systems necessary for the operation of the Work installed by the Contractor(s).

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

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 participating in any a pre-bid conference(s) 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 providing recommendations for award of bids.; and

.4 assisting the Construction Manager in conducting pre-award conferences with successful bidders

.5 assisting the Construction Manager in the evaluation of the qualifications of bidders or persons providing proposals.

§ 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.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended. In the event that there is any conflict between this Agreement and AIA Document A232-2009, as amended, the terms of this Agreement shall prevail. Otherwise, both documents shall govern.

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

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, except for the nine (9) month review after the date of Substantial Completion as required by Paragraph 12.5.

§ 3.6.1.4 The Architect shall assist the Construction Manager in providing coordination of construction performed by separate Contractors or by the Owner's own forces and coordination of services in connection with construction performed and equipment supplied by the Owner, including a complete Project schedule and establishing and conducting regular meetings between Contractors and the Owner. Such meeting shall be held throughout the entire Construction Phase of the Project and shall be for the primary purpose of assessing the progress of the Work of each Contractor and recommending to the Owner such remedial actions as are necessary to ensure required progress and completion in accordance with the construction schedule and within Contract Time. The Architect shall submit to the Owner and to the Contractors a full report of each such meeting as soon after the meeting as is practical.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall be present while Work is in progress, as often as necessary and appropriate to the stage of construction (with particular emphasis on structural work),, or as otherwise required in Section 4.2.3, to observe the site and the Work, to familiarize the Architect with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner regularly informed in writing through construction administration field observation reports about the progress and quality of the portion of the Work completed, shall use

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reasonable care to guard the Owner against defects deficiencies in the Work and any failure to carry out the Work in accordance with the Construction Documents and the Project schedule, and shall promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.1.1 "Observation" of construction or the Work by the Architect as used in this Agreement is defined to included, but is not necessarily limited to the physical viewing of the Work of the Contractor at the site by the Architect or a representative of the Architect approved by the Owner, the careful evaluation and critical examination of the quality and quantity of said work in order to detect flaws and errors, preparation of reports recording observed variances between the Contractor's work and the requirements of the Contract Documents, and submittal of said reports to the Owner.

§ 3.6.2.1.2 The Architect shall without limitation and, in addition to and in conjunction with the Architect's general responsibilities, specifically provide and be responsible for the following services:

1. Observe reinforcing steel after installation and before concrete is poured
2. Observe procedural methods of pouring structural concrete
3. Evaluate all laboratory reports
4. Observe structural steel after erection and prior to its being covered or enclosed
5. Observe mechanical work following its installation and prior to its being covered or closed
6. Observe electrical work following its installation and prior to its being covered of closed
7. Observe fit, finish and quality of craftsmanship of the wood millwork, gypsum board, paint, tile, flooring and other finishes
8. Observe other exposed surfaces for compliance with construction documents

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

.1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously

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reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

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

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's inspection and evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing and accompanying the relevant certification. It is acknowledged that the Architect's certifications shall take into consideration information provided by the Construction Manager, but the Architect shall remain ultimately responsible for any certification issued. However, the Architect's issuance of a final project certification for payment shall not bind the Owner to any payment to Contractor or Construction Manager unless it accepts such final certificate.

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

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment, certified copies of which shall be sent to the Owner.

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager. If necessary, the Architect shall prepare and provide Drawings and Specifications to the Construction Manager to describe the Work to be added, deleted, or modified. The Construction Manager shall distribute document changes to the Contractors.

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

§ 3.6.6 Project Completion

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

.1 conduct inspections to determine the date of Substantial Completion and the date of final completion;

.2 issue a Certificate of Substantial Completion prepared by the Construction Manager;

.3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and

.4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

§ 3.6.6.5 During the sixth month after the date of Substantial Completion, the Architect shall, as a part of the Basic Services and without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance. Within fourteen (14) days after such meeting, the Architect shall prepare and deliver a report to the Owner indicating outstanding Work to be completed or corrected and any warranty

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issues to be addressed. However, Architect shall not be responsible for unidentified warranty issues unless unidentified due to negligence or intentional wrongdoing of the Architect.

§ 3.6.6.6 The Architect shall provide a composite floor plan of each building reflecting each and every change resulting from the Project. The final composite plan shall show the Owner's room number and/or text label for all rooms and spaces. The Architect shall prepare and provide a set of "As-Built" drawings showing changes in the work made during construction based on mark-ups received from the Contractors, including, but not limited to, the location of water, sanitary and storm sewers, telephone, electric, gas, video, data and other utility lines. The Architect, Construction Manager and Contractors shall certify these drawings as accurate; provided the Architect's certification shall be made to the best of the Architect's knowledge. These drawings shall be provided in the form of reproducible drawings and digital documents as specified by the Owner.

§ 3.6.6.7 The Architect shall review for accuracy and completeness based on the requirements of the Contract Documents, each close-out information checklist and attic stock list by contractor prepared by the Construction Manager and the Architect shall promptly inform the Construction Manager in writing of any corrections or omissions or of the Architect's approval. As soon as the Construction Manager has assembled all of the required items, the Architect, Construction Manager, and Owner shall meet to review and accept such items as a condition precedent to the release of final payment.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional 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 Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Additional Service is not being provided for the Project.

(Designate the Architect's Additional Services and the Owner's Additional Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Additional 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.)

Services	**Responsibility** *(Architect, Owner or Not Provided)*	**Location of Service Description** *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1.1 Programming	Architect	See Section 3
§ 4.1.1.2 Multiple preliminary designs	Architect	See Section 3
§ 4.1.1.3 Measured drawings	Architect	See Section 3
§ 4.1.1.4 Existing facilities surveys	Owner	Architect to assist and cooperate
§ 4.1.1.5 Site evaluation and planning	Architect	See Section 3
§ 4.1.1.6 Building Information Model management responsibilities	Architect	Provided as Architect's Choice
§ 4.1.1.7 Civil engineering	Architect	See Section 3
§ 4.1.1.8 Landscape design	Architect	See Section 3
§ 4.1.1.9 Architectural interior design	Architect	See Section 3
§ 4.1.1.10 Value analysis	Const. Manager	Architect to assist and cooperate
§ 4.1.1.11 **Detailed** Cost estimating	Const. Manager	Architect to assist and cooperate
§ 4.1.1.12 On-site project representation	Architect	See Section 3
§ 4.1.1.13 Conformed documents for construction	Architect	See Section 3

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§ 4.1.1.14 As-designed record drawings	Architect	See Section 3
§ 4.1.1.15 As-constructed record drawings	Architect	See Section 3
§ 4.1.1.16 Post-occupancy evaluation	Architect	See Section 3
§ 4.1.1.17 Facility support services	N/A	
§ 4.1.1.18 Tenant-related services	N/A	
§ 4.1.1.19 Architect's coordination of the Owner's consultants	Architect	See Section 3
§ 4.1.1.20 Telecommunications/data design	Owner	Architect to assist and cooperate
§ 4.1.1.21 Security evaluation and planning	Owner	Architect to assist and cooperate
§ 4.1.1.22 Commissioning	Owner	Architect to assist and cooperate
§ 4.1.1.23 Extensive environmentally responsible design	N/A	
§ 4.1.1.24 LEED Certification	N/A	
§ 4.1.1.25 Historic preservation	Architect	See Section 3
§ 4.1.1.26 Furniture, furnishings, and equipment design	Architect	See Section 3
§ 4.1.1.27 Preparing digital data for transmission to the Owner's consultants and contractors, or to the Owner's authorized recipients	Architect	See Section 3
§ 4.1.1.28 Preparation of design and documentation for alternate bid or proposal requests by the Owner or Construction Manager	Architect	See Section 3
§ 4.1.1.29 Phased permitting	Architect	See Section 3
§ 4.1.1.30 Phased occupancy	Const. Manager	Architect to assist and cooperate
§ 4.1.1.31 Technology systems design	Owner	Architect to assist and cooperate

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

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

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

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;

.3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the

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applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;

.6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Evaluation of the qualifications of entities providing bids or proposals;

.11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services

.1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;

.2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.2.3 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 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors

.2 Three (3) 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

.3 Three (3) inspections for any portion of the Work to determine final completion

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

§ 4.2.5 If the services covered by this Agreement have not been completed within sixty (60) 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.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. In addition to the Architect's responsibility under MCL 339.2011, the Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect acknowledges that the Owner is a public body subject to the Open Meetings Act and that certain requests may require approval by its governing body.

§ 5.5 Where required by the circumstances of the Project and requested by the Architect in writing, 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. The Architect shall assist the Owner in obtaining such services as part of the Architect's Basic Services. The Owner will pay for such services as applicable.

§ 5.6 The Owner with assistance from the Architect and Construction Manager, 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. The Architect shall assist the Owner in obtaining such services as part of the Architect's Basic Services. The Owner will pay for such services as applicable.

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

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

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

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall assist the Owner in obtaining such services as part of the Architect's Basic Services. The Owner will pay for such services as applicable.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, but the Owner's failure to do so does not relieve the Architect of its responsibilities, and the Owner assumes no duty of observation, inspection, or investigation pursuant to this section or otherwise. The Architect shall give the Owner prompt written notice if it becomes aware of any fault or defect in the Project of the Instruments of Service.

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

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

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress. While visiting the Project site, the Architect, its employees, agents, and Architect's Consultants acknowledge that the Construction Manager is responsible and in charge of the construction's site safety program by enforcing safety rules and regulations. The Architect, its employees, agents, and Architect's Consultants shall familiarize themselves of, observe and comply with all construction site safety rules and regulations. Prior to visiting the Project site, the Construction Manager may require the Architect, its employees, agents, and Architect's Consultants to attend safety classes.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the sum of all trade contracts to the Owner to construct all elements of the Project . 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 Construction Manager, Construction Manager's consultants, the Owner's Representative, Architect, Architect's Consultants, the costs of the land, rights-of-way, financing, reimbursable expenses, or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. A fixed limit of construction cost is hereby established by the

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Owner as a condition of this Agreement in accordance with the Owner's applicable budget. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional familiar with the construction industry..

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

(Paragraph deleted)

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

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

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

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

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, without additional compensation and without delay to the Project schedule, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work. When the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or when the excess is due to Architect negligence, the Work shall be performed as a Basic Service without additional compensation..

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 or licensee of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. The Architect shall provide the Owner with electronic copies of drawings for the purposes described in Article 7. It is mutually acknowledged that in the process of transmitting electronic data in any form, some data may be altered or corrupted during the translation, transit or downloading; therefore, the Architect does not warrant the accuracy of electronically transmitted data. Drawings plotted from electronically transmitted data in any form must be compared to a hard copy.

§ 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

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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 Project is the property of the Owner, and the Architect may not use the Instrument of Service for any purpose not related to the Project without the Owner's prior written consent. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's reserved rights. The documents may be used by the Owner on other projects, for additions to these Projects or for the completion of this Project by others, in which case the Architect is relieved of any liability as a result of sure future use if the Architect is not contracted to provide these services. The Owner agrees to indemnify and hold harmless the Architect to the extent permitted by law but only to the extent the Architect, through no fault of its own, incurs liability to others whom the Owner has provided the Instruments of Service for use with any Owner's projects.

§ 7.3.1 When requested by the Owner, the Architect shall furnish to the Owner the most current Design Documents, to include, without limitation, all the most current drawings, design and engineering calculations, specifications, and any other information which the Architect or the Architect's consultant(s) have created in connection with or for the Project. At a minimum this information shall be provided in electronic format compatible with the most recent versions of the industry standard software for such information. Specfically, drawings shall be compatible with AutoCAD; design and engineering calculations compatible with MS Excel; and specifications with MS Word. All layers and information shall be fully accessible (not "PDF," "protected" or "plot" files).

§ 7.4 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work or as the Owner, as copyright holder, otherwise authorizes. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Architect may include in the form Owner/Contractor Agreement a provision that Contractors, Subcontractors, Sub-subcontractors and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without specific written consent of the Owner.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 The parties agree that the Owner is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in this Agreement is contrary to this provision, such term is void and unenforceable.

§ 8.1.3 The Architect shall indemnify, defend, and hold the Owner and the Owner's officers and employees and the Owner's Representative harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by: (1) the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement; (2) any breach of the terms of this Agreement by the Architect, its employees and its consultants; or (3) any breach of any representation or warranty by the Architect, its employees and its consultants under this Agreement.

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

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§ 8.2 Mediation

§ 8.2.1 Unless the parties agree otherwise in writing, any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as provided herein as a condition precedent to litigation:.

.1 The party bringing a claim shall give notice to the other party and, in writing, propose a meeting within fourteen (14) days after the claim arises in which to discuss and attempt to resolve the claim.

.2 In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the latter of the initial meeting between the parties or the date notice was given pursuant to subparagraph 1 above. The mediator shall render his or her decision within fourteen (14) days of said meeting.

.3 The purpose of mediation is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award.

.4 In the event the independent mediator's attempt to resolve the dispute between the parties fails, then each party will be free to pursue recovery of claims at law.

.5 During the pendency of this alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.

§ 8.2.2 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.

(Paragraph deleted)

§ 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

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make undisputed payments to the Architect in accordance with this Agreement, such failure may 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 fourteen (14) days' written notice to the Owner before suspending services for this reason. 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 undisputed 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, pursuant to a written agreement between the Owner and the Architect..

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

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§ 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 at least seven (7) 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. If this Agreement is terminated due to the Architect's failure to substantially perform in accordance with the terms of this Agreement, the Architect shall receive no fees, costs or reimbursable expenses other than those due for services actually performed prior to the date of termination.

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

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

(Paragraphs deleted)

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

§ 9.9 Notwithstanding any other provisions of this Agreement, the Owner shall have the right to terminate this Agreement at any time, upon giving seven (7) days' written notice of such termination to the Architect, for any reason deemed adequate in the Owner's sole discretion, and, in such event, the Architect is to be paid for his services in connection herewith an amount which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually and properly rendered hereunder by the Architect bear to the total lump sum Architectural fee, and such payment, plus all reasonable and authorized reimbursable expenses then due, shall constitute the Owner's full payment obligation to the Architect under this Agreement. Provided the Owner has paid in full the total amount due the Architect described above, the Architect shall cooperate after termination with any architect subsequently retained by the Owner to work on or to complete the Project.

§ 9.10 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement continue and shall not be terminated or diminished in any manner.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Michigan.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except as modified by this Agreement or as mutually agreed to in writing by the Owner and the Architect. The terms of this Agreement shall control any inconsistency between this Agreement and the 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.

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

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

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§ 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. The Architect acknowledges that the Owner has disclosed to it that its existing buildings may contain hazardous materials or toxic substances. The Architect shall not approve the use of any asbestos containing materials or known hazardous materials or toxic substances to be used in the construction of the Project. The Architect shall cooperate in coordinating services of hazardous materials consultant(s) and/or contractor(s) with all other individuals or entities invoiced in the Project in an effort to minimize, to the extent practicable, disruption in the Project work and schedule, but the Architect shall not be responsible for the performance of such consultant or contractor.

§ 10.7 The Architect may, with the Owner's prior written consent, include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include the Owner's 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, to the extent permitted by law, keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect acknowledges that the Owner is a public body subject to the Michigan Freedom of Information Act, Public Act 442 of 1976, as amended, and similar Federal statutes, and that public records of the Owner, including records that may be considered confidential, may nonetheless be subject to disclosure upon receipt of a request for public records.
§ 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.

(Paragraph deleted)
§ 10.9 The Architect shall not knowingly or negligently communicate or disclose at any time to any person any information concerning the Work or the Project or the business of the Owner, except: (i) with prior written consent of the Owner, (ii) information which has legally become part of the public domain by means other than an unauthorized act or omission of the Architect, (iii) as required to perform the Work or by any applicable law, or (iv) to its legal, accounting, and financial consultants and lenders (all of whom shall be required to maintain such information in confidence).. This Section 10.8 shall survive the termination of this Agreement.

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

§ 10.11 Owner and Architect agree that the Architect will perform services in accordance with generally accepted standards of the profession and shall provide construction documents that are reasonably complete. However, both parties agree that perfection is not achievable and the Owner agrees to include a small contingency (approximately 1.6%) related to this. If a required item or component is omitted from the Architect's construction documents, and the contingency for this has been expended, the Architect shall be responsible for the additional cost required to add such item above the cost of the component or item if it had been included in the original construction documents.

§ 10.12 If an error in the construction documents results in additional cost prior to construction, the Architect shall correct the error at his sole expense and reissue the construction documents affected by the error. If the error is discovered during construction, the Architect shall be responsible for paying the additional costs associated with correcting the error in accordance with applicable contractual obligations and professional liability standards.

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§ 10.13 The Architect hereby agrees to indemnify, hold harmless, and release the Owner and its directors, officers and employees and designees (collectively the "indemnities") (to the extent permitted by Michigan Public Act 468 of 2012 which became effective March 1, 2013) from all losses, claims, liabilities, injuries, damages and expenses, including attorney's fees, that the indemnities may incur by reasons of any injury or damage sustained to any person or property (including, but not limited to anyone or more of the indemnities) to the extent arising out of or occurring in connection with the errors, omissions or negligent acts for which the Architect is legally liable or by the negligent breach of this Agreement, or with the omissions or wrongful acts committed intentionally by or at the discretion of the Architect or any of its employees or agents, or with any liability or penalty incurred by the Owner resulting from the Architect's violation of any applicable federal, state or local law, statute, ordinance, code, rule or regulation.

§ 10.14 In performance of all services under this Agreement, the Architect shall use the degree of skill, diligence, competence and care that an architect would use who possesses skill, competence and experience on school construction projects of similar size, complexity and cost in the State of Michigan.

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)

$6,651,775 as defined in Exhibit A

.2 Percentage Basis
(Insert percentage value)

( ) % 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)

§ 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.)

As mutually agreed by the parties in writing prior to the performance of service in accordance with the hourly rates set forth

§ 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.)

As mutually agreed by the parties in writing prior to the performance of service in accordance with the hourly rates set forth in Exhibit B.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the
(Paragraphs deleted)
Architect.

§ 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:

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Schematic Design Phase	twelve and a half	percent (	12.5	%)
Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Close Out Phase	two and a half	percent (	2.5	%)
Total Basic Compensation	one hundred	percent (	100	%)

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

(Paragraphs deleted)
§ 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 only by mutual agreements of the parties.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Exhibit B

Employee or Category **Rate ($0.00)**

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

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Permitting and other fees required by authorities having jurisdiction over the Project;
.3 Printing, reproductions, plots, and standard form documents;
.4 Postage, handling, and delivery;

(Paragraph deleted)

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

(Paragraph deleted)

.6 All taxes levied on professional services and on reimbursable expenses;

(Paragraph deleted)

.7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.8 Other similar and reasonable Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

(Paragraphs deleted)
§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero dollars ($ 0) shall be made upon execution of this Agreement.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) 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 undisputed services shall be made monthly in proportion to services performed. Undisputed payments are due and payable within thirty (30) days of Owner's receipt of the

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Architect's invoice. Amounts unpaid forty-five (45) days after the Owner's receipt of the invoice shall bear interest at the rate
(Paragraphs deleted)
of five percent (5%) per annum pursuant to MCL 438.31.

§ 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 provided to the Owner prior to request for payment. **§ 11.11** The Architect shall submit detailed monthly invoices based on the progress of the Project and Reimbursable Expenses, if applicable, for approval and payment by the Owner. The Owner's payment to the Architect shall not exceed the percentages of the total Basic Compensation for each phase of the Project as set forth in Section 11.5, or the maximum Reimbursable Expense allowance.

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.)

§ 12.1 Basic Service Amendments. The following Services shall be considered Basic Services:

§ 12.1.1 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Change Directives.

§ 12.1.2 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 12.1.3 Providing analyses of the Owner's needs and programming the requirements of the Project.

§ 12.1.4 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 12.1.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof. See Section 3.7.1.

§ 12.2 Owner's Approval of Phases. Owner shall have the right to approve or disapprove of the Architect's Work on each phase of each project site, including, but not limited to, Schematic Design, Design Development Phase, Construction Document Phase, or Bidding or Negotiation Phase and other design work or documents. In the event that any phase of the Architect's Work is not approved by the Owner, the Architect shall proceed, when requested by the Owner, with revisions to the design work or documents prepared for that phase to attempt to satisfy the Owner's objections. These revisions will be made without additional compensation, unless revisions are made to drawings previously approved under previous phases, in which case such revision services shall be paid as additional services.

§ 12.3 Redesign and correction obligations. The Owner and the Architect agree that the Architect will perform services in accordance with generally accepted standards of the profession and shall provide Construction Documents that are reasonably complete. However, both parties agree that perfection is not achievable and that Owner agrees to recognize a small contingency as set forth in Section 10.12.

If errors and omissions in the Project are detected in the Construction Documents prior to construction, the costs of any re-design required to incorporate the item or feature or error shall be borne by the Architect.

If a required item or component is omitted from the Construction Documents after construction commences, the Architect shall be responsible for the additional costs required to add such item above the cost or component as if it had been included in the original Construction Documents, reissue the Construction Documents only when the cost of these premium charges exceed 1.6%. In this case the Architect shall also be responsible to bear the cost of the premium charge of 12.5%.

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Beyond the above stated premium costs, all other costs associated with including the omitted item shall be borne by the Owner.

§ 12.4 Nine (9) Month Review. As part of Basic Services provided by the Architect, during the ninth (9th) month after the Date of Substantial Completion of each project, the Architect shall visit each project to review the Work and shall prepare a report to be issued to the Owner (and, at the Owner's direction, to the Construction Manager) indicating outstanding Work to be corrected and warranty issues to be addressed.

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, all of which are incorporated in full by reference to this Agreement:

.1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as amended

.2 Building Information Modeling Exhibit, if completed:

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

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

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

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

Exhibit A – March 4, 2026 projected fee allocation letter
Exhibit B – Hourly Rates
Exhibit C – Insurance Certificate

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	Fred Grunert, AIA, Managing Partner *(Printed name, title, and license number, if applicable)*

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JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
May 26, 2026

ITEM: 25-26-102 SUBJECT: Triangle Contract

FOR ACTION: Marcus Leon

STATEMENT OF THE ISSUE:

Prior to the bond vote, in 2024, an RFP was issued, interviews held, and Triangle was selected as the district's construction manager for the 2025 voted bonds. Triangle has presented a contact to the district to approve. This contract was discussed at the May Finance/Facility meeting.

RECOMMENDATION:

Administration recommends the approval of the Triangle contract as presented.

AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 6th day of May in the year 2026
(In words, indicate day, month and year.)

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

Jackson Public Schools
522 Wildwood Ave
Jackson, MI 49201

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

Triangle Associates, Inc.
3769 Three Mile Rd. NW
Grand Rapids, MI 49534
Tel: (616) 453-3950

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

Jackson Public Schools – 2025 Bond

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

TMP Architecture, Inc.
259 E Michigan Ave
Kalamazoo, Michigan 49007

The Owner and Construction Manager agree as follows.

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

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

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

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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.)

As described in Jackson Public School's application for preliminary qualification of Bonds dated 11/04/2025

§ 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.)

As described in Jackson Public School's application for preliminary qualification of Bonds dated 11/04/2025

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

As described in Jackson Public School's application for preliminary qualification of Bonds dated 11/04/2025

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

.1 Design phase milestone dates, if any:

See Exhibit G

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.2 Construction commencement date:

See Exhibit G

.3 Substantial Completion date or dates:

See Exhibit G

.4 Other milestone dates:

N/A

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

Multiple Prime Contracts

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

N/A

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

N/A

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

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

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

Jeremy Patterson, Superintendent

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

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As the Board of Education directs, the State of Michigan, and as otherwise required by law

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

.1 Land Surveyor:

TBD

.2 Geotechnical Engineer:

TBD

.3 Civil Engineer:

TBD

.4 Contractors, as defined in Section 1.4:

To be determined by the Owner in accordance with competitive bidding requirements under law, including, as applicable MCL 380.1267, MCL 380.1274, and MCL 380.1274a

.5 Separate Contractors, as defined in Section 1.4:

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

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

Mitchell G. Watt, AIA, Senior VP

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

TBD and as approved by the Owner

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:

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(List name, legal status, address, and other contact information of any consultants.)

N/A

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

N/A

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

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager may appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner may 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

(Paragraph Deleted)

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances and familiar with the school construction industry in Michigan. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect. It is understood that the Construction Manager is not responsible for the errors or omissions of the Architect and shall not be responsible for any cost adjustments, schedule impacts, or other resulting construction related issues.

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

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager shall maintain the following insurance of the types and amounts as stated in this Agreement. The Owner shall pay the Construction Manager as set forth in section 11.

§ 2.8.1 Commercial General Liability with policy limits of not less than two million ($ 2,000,000) for each occurrence and four million ($ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than two million ($ 2,000,000) 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.

§ 2.8.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand ($ 500,000).

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million ($ 2,000,000) per claim and two million ($ 2,000,000) in the aggregate.

§ 2.8.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.8. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

Construction Manager shall provide certificates of insurance to the Owner that evidence the Construction Manager's insurances (i) comply with the requirements in this Section 2.8.

Section, (ii) are primary and non-contributory, and (iii) may not be, non-renewed, or eliminated without at least thirty (30) days' prior written notice to the Owner. See Exhibit F

§ 2.8.7 At or before the execution of this Agreement, the Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with
requirements in this Section 2.8, are primary and non-contributory, and may not be, non-renewed, or eliminated without at least thirty (30) days' prior written notice to the Owner. See Exhibit F

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

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ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Agreement, AIA Document A232-2019, as modified, and include usual and customary Preconstruction and Construction Phase Services. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

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

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

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

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

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and

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refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project. Owner shall cause its Design Professional to consider all comments and recommendations of the Construction Manager related to the above items, and subject to Design Professional's professional opinion, incorporate such comments into the Construction Documents. The failure by the Design Professional to incorporate Construction Manager's recommendations shall not in any way be construed as a breach of this Agreement. Construction Manager's constructability review shall be considered a general review of the design documents and Construction Manager does not represent that every potential issue or challenge of construction can be addressed in such reviews.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents or carried in the approved budgets to be reimbursed in accordance with section 11.6.

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

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

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

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

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

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

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

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders, prepare

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and publish necessary bid notices and advertisements, and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda. All bid documents shall acknowledge that modified forms for the Owner/Contractor Agreement and General Conditions shall be used.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval. Additionally, the Construction Manager acknowledges that its Basic Services include assisting the Owner with respect to compliance with the competitive bidding requirements of MCL 380.1267 and MCL 380.1274.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, prepare bid analyses, conduct post-bid interviews with apparent low bidders, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors. As part of its assistance, the Construction Manager shall verify that the Contracts for Construction have been modified to conform with this Agreement and the Agreement between the Owner and the Architect, including but not limited to with respect to dispute resolution procedures, permit requirements, bond requirements, insurance requirements (including naming the Owner as an "additional insured"), indemnification, prevailing wage and an acknowledgement of the supremacy of Michigan law. The Construction Manager should include modified drafts of the Contract for Construction and General Conditions in the Bidding Documents.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments or make these payments on behalf of the Owner in accordance with section 11.6. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

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§ 3.3 Construction Phase

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

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

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

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents. The Construction Manager shall verify that each Multiple Prime Contractor has provided performance and payment bonds in compliance with the Contract Documents and applicable laws before that Contractor begins Work.

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

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

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

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

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

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

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

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

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

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

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

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

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

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

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Construction Manager shall advise the Contractor of substantial safety violations and shall verify the correction of such violations if observed by the Construction Manager in light of its experience and expertise in Michigan school construction. The Construction Manager will report safety violations to the Owner if not reasonably, timely, and properly corrected in the field. Such duties and responsibilities of the Construction Manager shall in no way waive, limit or excuse the Contractor's full duty and liability with regard to safety.

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

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Except as otherwise provided in this Agreement, the Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for negligent acts or omissions of the Construction Manager or others performing at the Construction Manager's direction or control, including but not limited to failures to reject non-conforming Work.

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

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

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

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

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

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

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

(Paragraph Deleted)

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

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

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.12 Status reports on permits and approvals of authorities having jurisdiction; and
.13 Any other items the Owner may require:

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

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

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

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

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

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete. The Architect shall issue a punch list indicating any non-conforming work to be complete by the contractor or Multiple Prime Contractors. The punch list shall be issued in a timely manner but in no case shall it be delivered to the Construction Manager later than 60 days following initial inspection without additional compensation to the Construction Manager from the Owner. The Construction Manager shall notify the Architect when the punch list is complete.

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

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

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, maintenance stocks, and record drawings. The Construction Manager shall

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forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

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

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

§ 3.3.31 As part of Basic Services, the Construction Manager shall be prepared to serve, and shall serve when requested by the Owner, as a witness in connection with any public hearing, arbitration proceeding, mediation, legal proceeding or administrative law proceeding to which the Construction Manager is not a party, or which involve the Construction Manager's services.

§ 3.3.32 To the extent required by law or as required by the Owner, the Construction Manager shall require each Contractor for each separately bid portion of the Work to obtain and maintain a performance bond and payment bond in an amount covering the Contractor in a form and with a surety acceptable to the Owner in connection with its obligations thereunder. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. The Construction Manager shall deliver the required bonds to the Owner at least three (3) days before the commencement of any work at the Project site.

§ 3.3.33 The Construction Manager shall assist the Owner and the Architect in the planning and sequencing of construction activities in order to accommodate necessary Work during occupancy of the Project area in a manner acceptable to the Owner. The Construction Manager acknowledges and agrees that the Owner needs and will be using the Project area or portions thereof for its educational purposes during construction.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services

listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2 if such Additional or Supplemental services are: (a) required for the Project, (b) the Owner authorizes the performance of same in writing prior to the Construction Manager's provision of any such service, and (c) the Construction Manager provides a good faith estimate of the cost of same prior to the Owner's authorization.
(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description

(Table Deleted)

(Paragraph Deleted)

is located in Section
4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility *(Construction Manager, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 Measured drawings		

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§ 4.1.2 Architectural interior design(B252™–2007)		
§ 4.1.3 Tenant-related services		
§ 4.1.4 Commissioning (B211™–2007)		
§ 4.1.5 LEED® certification (B214™–2012)		
§ 4.1.6 design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, *if not further described in an exhibit attached to this document.*

(Paragraph Deleted)

§ 4.3 Additional Services
may be provided after execution of this Agreement if done so in compliance with the first paragraph of Section 4.1.1, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

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

.1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;

.3
Preparation of documentation for additional bid package(s) above and beyond the original scope of this Agreement as requested or proposed by the Owner;

.4 Preparation for, and attendance at, a public presentation, meeting or hearing other than for the Project;

.5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto or the Construction Manager's services are at issue;

.6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;

.7 Assistance to the Initial Decision Maker (Owner); or

.8 Service as the Initial Decision Maker.

§ 4.3.2 Subject to compliance with section 4.1 and to avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

.1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Owner is serving as the Initial Decision Maker.

.2 To the extent the

Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

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.3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within the timeframe of the schedule incorporated into this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information as specifically requested by the Construction Manager in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements, subject to the Owner's status as a public body and acknowledging that the Owner is not a construction Professional.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The parties acknowledge the Owner's fixed limit of construction costs for this project.

§ 5.3 The Owner acknowledges that accelerated or phased construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Construction Manager agrees to discuss any such costs with the Owner and to include in its cost estimates for the Project sufficient contingencies to cover such costs.

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

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, subject to parameters of authority set by the Owner. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services, subject to the Owner's status as a public body. The Construction Manager shall timely prepare and submit to the Owner all recommendations, documents, or other matters for which Owner's approval is required. The Construction Manager will also forward to the Owner, as necessary, the drawings and specifications created by the Architect.

§ 5.6 As necessary for the project, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and 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. Upon Owner's request, the Construction Manager will assist the Owner in identifying an entity or entities to provide such services and information.

§ 5.7 As necessary for the project, 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. Upon Owner's request, the Construction Manager will assist the Owner in identifying an entity or entities to provide such services and information.

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

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

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

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Upon request, the Construction Manager will assist the Owner in identifying an entity or entities to provide such services and information,

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

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services. Should said fault or defect remain unresolved after a reasonable amount of time, the Owner shall give to the Construction Manager written notice of those unresolved issues. Failure of the Owner to provide notice shall not relieve the Construction Manager of its responsibilities. Further, the Owner does not assume any duty of inspection by the inclusion of this section. The Construction Manager shall provide the Architect and the Owner prompt written notice if it becomes aware of any fault or defect in the Project, the Contract Documents, including errors, omissions, or inconsistencies in the Architect's Instruments of Service, or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. The Construction Manager shall coordinate and integrate the work of the Owner's own forces or Separate Contractors with the overall Project Schedule and the Work.

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

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

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

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ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is referenced in Initial Information and has been or must be established as a fixed limit of construction costs as a condition of this Agreement, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4 or as the Owner directs. If the Owner decides to increase the project budget, the parties agree to negotiate an equitable adjustment to the Construction Manager's Fee.
Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager. The foregoing statement does not waive the fixed limit of construction cost.

§ 6.3 If a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

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

§ 6.5 If the fixed limit of the Cost of the Work identified in Owner's budget is exceeded by the sum of the lowest bona fide bid(s) or negotiated proposal(s) plus the Construction Manager's estimate of other elements of cost for the Project, the Owner shall:

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

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3 or otherwise, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, obtain additional bids, and take other necessary steps and provide related services that are necessary to bring the Cost of Work within the Owner's established fixed limits. The Construction Manager and Owner will negotiate in
good faith any modifications to compensation as a result.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager and the Construction Manager's consultants, if any, 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.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by Michigan law, but in no case shall a claim or cause of action by the Owner or Construction Manager be deemed untimely if filed within (6) years of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.1.1 The parties agree that neither the Owner nor the Construction Manager is waiving any rights its insurer(s) may have to subrogation. To the extent any term in this Agreement or any other Contract Document is contrary to this provision, such term is void and unenforceable.

§ 8.1.2 The Construction Manager shall indemnify and hold the Owner and the Owner's board members and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager and its employees in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.2 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.3 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 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 non-binding mediation as a condition precedent to litigation.

§ 8.2.2 The Owner and Construction Manager shall initially endeavor to resolve claims, disputes and other matters in question between them by non-binding 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, except that either party may, if in good faith, declare a mediation impasse and proceed with litigation after one full business day of mediation that fails to resolve the dispute at issue. 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. During the pendency of any mediation, the parties agree that the applicable claims that are subject to the mediation process or that are related to claims subject to that process, shall be tolled.

§ 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

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[X] Litigation in the Circuit Court, Jackson County, Michigan or the United State District Court for the Eastern District of Michigan.

[ ] Other: *(Specify)*

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

§
8.2.5 The parties agree that in the

event of a termination of

this

Agreement by

(Paragraph Deleted)

either party, for

any

(Paragraph Deleted)

reason, section 8.2.4 above shall survive said termination.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

(Paragraphs Deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the state of Michigan.

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

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution, unless the circumstances require a shorter timeframe. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 The Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, the Construction Manager acknowledges the availability of Owner's environmental reports and Asbestos Management Plan in accordance with law.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement. The Construction Manager shall obtain the Owner's approval prior to disclosures of information for the purpose of verifying that such information disclosures contain no confidential information (including, for example, information protected by FERPA).

§ 10.8 If the Construction Manager receives information of the Owner that is "confidential" or "business proprietary," the Construction Manager shall keep such information strictly confidential and shall not disclose it to any other person except (1) its employees, (2) those who need to know the content of such information in order to

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perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.8.1 The Construction Manager 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 Omitted.

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

§ 10.11 Any waivers hereunder must be in writing. No waiver or right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. A waiver of any term, condition, or covenant by a party shall not constitute a waiver of any other term, condition, or covenant.

§ 10.12 The Construction Manager agrees to retain permanent records relating to the services performed for a period of a least six (6) years following submission of the construction documents, during which period the records will be made available to the Owner upon request.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's timely and proper performance of Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Pre-Construction Costs are included in 11.1.2

§ 11.1.2 For Construction Phase Services:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

1.60% of the Cost of Work, as defined in Article 6

Compensation to the Construction Manager shall be as follows:

Compensation for Basic Services is a lump sum in the amount of $5,059,710.00 for services rendered and includes Overhead & Profit of $1,637,360.00, incurred by the Construction Manager in the performance of the Agreement. The lump sum amount includes $375,000.00 for preconstruction phase services and $3,039,850.00 for construction phase services. In addition to the lump sum amount, Construction Manager shall also be compensated for Reimbursable Expenses as defined by section 11.6. The lump sum fixed fee and Reimbursable Expenses shall be paid to the Construction Manager monthly based upon the progress of the Work performed for the Project.

The lump sum fixed fee is based upon 1.60% of the Cost of the Work for the initial projects as generally stated in section 1.1.1. The parties contemplate that the Cost of the Work may be increased to include other projects under the Jackson Public Schools – 2025 Bond. If the Cost of Work increases for this or any other reason, the parties hereby agree that a change order shall be issued for the additional Construction Management services based upon the same

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fee percentage, that being 1.60% of the Cost of Work, in addition to Reimbursable Expenses as approved for those projects.

The maximum cost for Reimbursable Expenses shall be established as a not-to-exceed amount at the time of Contractor awards for each project. These mutually agreed upon, not-to-exceed amounts for Reimbursable Expenses shall become Amendments to this Agreement. All such Reimbursable Expenses (excluding items covered in Exhibit C and D) shall be provided by the Construction Manager at cost but shall include a 5% markup to the Owner to cover the Construction Manager's carrying costs. Any General Condition items purchased by the Construction Manager for the Project in conjunction with this Agreement which are charged to the Owner shall be the property of the Owner during and at the completion of the Project.

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

To be negotiated and agreed upon in writing prior to performance, taking into consideration the hourly rates schedule in Section 11.5. N/A

§ 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 Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

N/A

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus three and three quarter percent (3.75 %), or as follows:
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for field staff and additional work beyond the scope of the original bond are set forth below..
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit C and D

Employee or Category	Rate ($0.00)

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

.1 With the Owner's prior approval, transportation and authorized out-of-town travel and subsistence;
.2 Costs for Technology including electronic equipment, software, facsimile transmissions, long distance telephone calls, data transmission, and home office telephone services shall be charged at the rate specified in Exhibit C for each per labor hour;
.3 Fees paid for securing approval of 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 Professional photography, and presentation materials requested by the Owner;
.8 Construction Manager'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

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carried by the Construction Manager's consultants is only reimbursable with prior approval by the Owner;

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

.10 Site office expenses is only reimbursable with prior approval by the Owner; and

.11 Project related insurance;

.12 Site Construction Personnel cost for all field staff stationed at the Project site in accordance with the hourly rates established in Exhibit C;

.13 Equipment costs at the rates established in Exhibit D;

.14 All required and properly authorized construction support/general condition items purchased by the Construction Manager, with owners prior written consent; and

.15 Other similar Project-related expenditures.

§ 11.7 For Reimbursable Expenses, exclusive of Triangle Staffing, Equipment or Jobsite Office expenses, the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus five percent (5 %) of the expenses incurred.

(Paragraphs Deleted)

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

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

§ 11.8.2 Progress Payments

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

5 % five percent

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or is responsible.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 The Construction Manager shall perform its responsibilities and provide services in a prompt manner and with that degree of care and skill normally exercised by a Construction Manager of recognized experience and expertise that specializes in providing construction management services for the construction of public school facilities.

§ 12.2 On the basis of its regular on-site observations, Construction Manager will report to the Owner any significant construction means, methods, techniques, sequences, or procedures observed by it that do not appear to

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conform with industry standards and shall also report to Owner any work that appears to be significantly out of conformance with the contract documents.

§ 12.3 The Construction Manager shall provide full-time, on-site field supervision during the entire construction phase. The Owner reserves the right to approve the identity of the Construction Manager's field supervisor and other Project representatives, and to (in good faith) require the replacement of any of them upon two (2) weeks' written notice. In the event that any individual identified above is discharged, dies, is disabled or is promoted to take on a substantially different responsibility, or at such time as the Owner requests a personnel change, the Construction Manager shall promptly submit to the Owner a qualification and experience resume of the person(s) proposed as replacement(s) and shall furnish replacement(s) upon agreement of the Owner.

§ 12.4 The Construction Manager shall observe, inspect, and supervise the work of the trade contractors on the project as it is being performed until final completion and acceptance of the project by the Owner to assure that the work performed and the materials furnished are in accordance with the contract documents and that work on the project is progressing on schedule using its best efforts consistent with the standards of the construction industry for an Agency Construction Manager. In the event that the quality control testing should indicate that the work, as installed, does not meet the requirements of this project, the Architect and Construction Manager shall determine the extent of the work that does not meet the requirements and the Construction Manager shall direct the trade contractor(s) to take appropriate corrective action and advise the Owner of the corrective action.

§ 12.5 As part of Basic Services, the Construction Manager shall conduct a post-occupancy inspection at six (6), twelve (12) and twenty-four (24) months following the Date of Substantial Completion and thereafter provide callback services for a period through the warranty period (minimum two years).

§ 12.6 The performance of work made necessary by defects or deficiencies in the work of a Contractor shall not be an additional service if they are of such a nature that they should have been observed by the Construction Manager so that the work would not be necessary. No portion of this section is intended to in any way limit any claim the Construction Manager may have against the Contractor in question.

§ 12.7 The Construction Manager shall act as the Owner's agent at the site of the work to the extent so designated in writing and mutually agreed to by the parties to the Agreement. This shall include, but is not limited to, the arranging for construction support and general condition items benefiting the multiple contractors, performing work on the site, such as the field office, phones, and service, fax, equipment, copy machine, computer(s), 2-way radios, furniture, supplies, sanitary facilities, utilities, access road, parking areas, enclosed warehouse facilities, site security, temporary lighting and power, temporary heat, temporary enclosures, crane service, housekeeping, and final clean-up.

§ 12.8 The Owner agrees to provide and pay for construction support items or general condition items not included under this Agreement and not included as a part of any contractor's contract. Such items shall be designated by the Construction Manager and approved by the Owner before they are provided and shall be the property of the Owner and shall be competitively bid as required by law.

§ 12.9 The Construction Manager shall be accessible to the Owner, either on-site or via communication media, as is necessary to address issues that arise during the Project.

§ 12.10 The Construction Manager shall not utilize photographs of this Project for any advertising or promotional purpose that include the image of any student of the Owner with the express written permission of the parent or guardian of that student if that student is a minor and Owner. If the student is of age of majority or is an emancipated minor, the Construction Manager must obtain express written permission from that student and Owner. Such express written permission shall acknowledge the Construction Manager's intent for use of those images. The Owner, in its discretion, may assist the Construction Manager in securing such permission.

§ 12.11 The Owner reserves the right in its discretion to require consolidation or joinder of any mediation relating to this Agreement with another mediation involving an independent contractor or consultant engaged by the Owner in connection with the Project in the event the Owner believes such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort.

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§ 12.12 In the event the Owner is involved in a dispute which is not subject to mediation involving a person or entity not a party to this Agreement, the mediation provision of this Article shall be deemed to be void and nonexistent in the event the Owner, in its discretion, determines the Construction Manager shall become a party to that dispute by joinder or otherwise.

§ 12.13 The Owner reserves the right to require any mediation to be held near the Owner's principal place of business.

§ 12.14 The Construction Manager shall be responsible for supervision of construction under 1937 PA 306 MCL 388.851. et seq.

§ 12.15 The Construction Manager will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

§ 12.16 The Construction Manager shall immediately notify the Owner, in writing, of the presence of any hazardous material in connection with this Project of which the Construction Manager is aware. Except and to the extent caused or exacerbated by the Construction Manager, the Owner, at its cost, shall be responsible for analysis, design, removal, remediation, or other action related to any asbestos or hazardous substances.

§ 12.17 The Owner shall be identified as an "additional insured" on all general liability insurance policies held by the Construction Manager which are applicable to the Project. The Construction Manager shall also ensure that the Contract Documents applicable to contractors and subcontractors require that contractors and subcontractors include the Owner as an "additional insured" on all general liability insurance policies applicable to the Project held by contractors and subcontractors. The Construction Manager shall provide (and acquire as necessary) certificates of insurance evidencing the Owner's status as "additional insured" on all required policies, as well as a provision that insurance coverage cannot be reduced or eliminated without 30 days' notice to the Owner.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser, as modified

.2 AIA Document
A232-2019, General Conditions of the
Contract for Construction, Construction Manager as Adviser, as modified.

.3 Exhibits:

(Paragraph Deleted)

Exhibit A – A232 General Conditions

(Paragraph Deleted)

Exhibit B – Hazardous Substances

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(Paragraph Deleted)

Exhibit C – Billable Rates

Exhibit D – Equipment Rate Sheet

(Paragraph Deleted)

Exhibit E – Typical Construction Support List

(Paragraph Deleted)

Exhibit F – Insurance

Exhibit G - Schedule

(Paragraph Deleted)

In the event of any inconsistency or ambiguity within, between, or among the various Contract Documents, the terms most beneficial to the Owner (as determined in the Owner's sole discretion) shall control. However, the Owner and Construction Manager agree in the event of any inconsistency or ambiguity between this Agreement and th modified General Conditions included as Exhibit I, this Agreement shall control.

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER***(Signature)*
Jeremy PattersonSuperintendent	Mitchell G WattSenior VP
(Printed name and title)	*(Printed name and title)*

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