



OWOSSO PUBLIC SCHOOLS
Ready for the World

Board of Education Agenda

December 11, 2017

7:00 pm Regular Meeting

Owosso High School Media Center
765 E. North Street
Owosso, Michigan 48867

1. Call to Order

2. Pledge of Allegiance

3. Building Reports:

- Celebrate Kids! – Owosso Middle School
- Recognition of Brooke Edington and Josephine Hufnagel – Academic All-State
- Recognition of OHS Girls’ Varsity Volleyball Team – MIVCA Team Academic All-State Award
- Andrew Pond and Dustin Taphouse – Board of Education Student Representative’s Report

4. Board Correspondence: Superintendent’s Report

5. Public Participation

6. For Action

Consent Agenda:		
November 27, 2017 Minutes-----	Report 17-56	Page 1
November 27, 2017 Closed Session Minutes-----	Report 17-57	At Place
Current Bills-----	Report 17-58	Page 8
Financials-----	Report 17-59	Page 13
▪ New Policy 1421, Revised Policies 3121, 4121, 8142, Second Readings-----	Report 17-60	Page 16
▪ New Policy 1439, Revised Policies 3139 and 4139, Second Readings-----	Report 17-61	Page 34
▪ New Policy 2410 and Revised Policy 2414, Second Readings-----	Report 17-62	Page 42
▪ New Policy 2418, Second Reading-----	Report 17-63	Page 46
▪ Revised Policies 7540.03 and 7540.04 and Revised Policy 7540.05 and New Policy 7540.06, Second Readings--	Report 17-64	Page 50
▪ Revised Policy 8321, Second Reading-----	Report 17-65	Page 69
▪ Superintendent’s Evaluation-----	Report 17-66	Page 87
▪ Approval of Course Listings (actual course listings were included in the November 27, 2017 Board Packet)-----	Report 17-67	Page 88

7. For Future Action

▪ Architectural and Engineering Services – Bond-----	Report 17-68	Page 89
▪ Construction Management Services – Bond-----	Report 17-69	Page 118
▪ Revision to Temporary Easement-----	Report 17-70	Page 146

8. Public Participation

9. Board Reports: Board Member Comments/Updates

10. Upcoming Board Meeting Dates:

- January 8: Board Subcommittee Meetings 5 and 6 pm
- January 22: Regular Board Meeting, 7 pm
- Important Upcoming Dates:**
- December 12: Exchange Student Luncheon, OHS Room 306 at 11 am
- December 12: OMS Holiday Choir Concert at 7 pm
- December 13: OHS Choir Concert at 7 pm
- December 14: Second grade Holiday Program, Central Elementary at 7 pm
- December 15: ABC Channel 12 Early Morning Pep Assembly, OHS at 5 am
- December 15: 10th Annual Owosso Cares Food Drive Concludes
- December 18: LHS ME Day
- December 19: LHS Community Breakfast at 7:45 am
- December 19: Emerson Elementary All School Sing-a-Long at 3 pm
- December 20-January 2: No School-Holiday Recess
- January 3: School Resumes
- January 15: No School-Martin Luther King, Jr. Day
- January 19: LHS Community Breakfast at 7:45 am
- January 19: Half Day for All Students, Teacher Workday, End of First Semester
- January 20: Snow Globe Classic at OHS, 9 am – 4 pm
- January 22: No School-Teacher Work Day

11. Adjournment

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District’s business and is not to be considered a public community meeting. There is a time for public participation during the meeting
Board Policy 0166

BOARD GUARANTEE (Adopted May 2006)

We have been elected by the members of our community and choose to serve our fellow citizens to deliver the best possible programs and services to our children.

Therefore, we guarantee that:

We will serve with pride. We have been given the opportunity to make a difference in the lives of children and the quality of life in our community, and we are proud to accept that challenge.

We will treat students, parents, citizens, staff and fellow board members with dignity and respect.

We will be informed, knowledgeable and prepared before making decisions that affect the education of students. We will stay up-to-date so that our decisions will be based on the most recent information. We will model our belief that learning is a lifelong process.

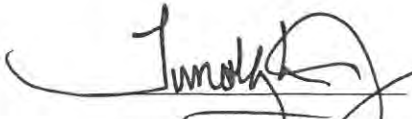
We will do our part to work as a team with administrators, teachers, support staff, parents, students and citizens so that the entire learning atmosphere of our school will be one of warmth and caring. We will do this by becoming a part of district committees such as cross-functional, professional governance council (PGC) and many more.

We will maintain the policy making role of the Board and represent this to the constituents of the district by informal communications and referral to the proper channels for consideration of concerns and suggestions.

We will be enthusiastic and energetic in our support of the work in our schools by students, staff and volunteers. We will model this behavior by attending school sponsored events and working toward board certification through class work.

We will represent and reflect all segments of the community and base our decisions on sound policy and ethical principle that is in the best interest of all students. We will do this by basing our decisions on data and survey work on an annual basis. We will also take the time to have formal and informal conversations with our community.

Timothy Jenc
President



Rick Mowen
Vice-President



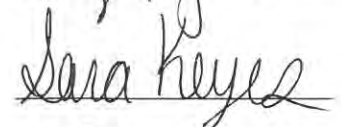
Cheryl Paez
Treasurer



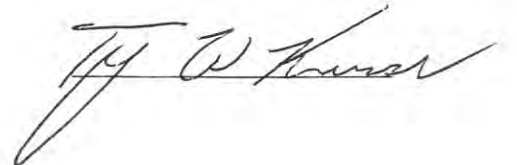
Shelly Ochodnicky
Secretary



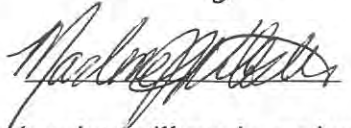
Sara Keyes
Trustee



Ty Krauss
Trustee



Marlene Webster
Trustee



Board Guarantee check points will run in conjunction with the Superintendent dialogue sessions.



OWOSSO PUBLIC SCHOOLS

Ready for the World

BOARD OF EDUCATION NORMS

- Open, Honest, and Timely Communication
- Prepared
- Committed
- Unified
- Disagree Without Conflict
- Punctual (notify if absent)
- Responsive (48 hour rule)
- Students First
- No Surprises



OWOSSO PUBLIC SCHOOLS

Ready for the World

Public Participation at Board Meetings

The Board of Education is a public body and recognizes the value of public comment on educational issues. Time has been included in the meeting's agenda for public participation. Members of the audience are reminded that they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

OWOSSO PUBLIC SCHOOLS
Board of Education Minutes
November 27, 2017
Report 17-56

President Jenc called the meeting of the Board of Education to order at 7:00 pm. The meeting was held in the media center located at Owosso High School, 765 E. North Street, Owosso, Michigan.

Present: Jenc, Keyes, Krauss, Mowen, Ochodnicki, Paez, Webster
 Absent: No one

Pledge of Allegiance

President Jenc informed the Board of Education that the meeting's agenda had been amended to include the addition of a report for Bond Work – Topographical Survey Services.

- Moved by Ochodnicki, supported by Mowen to accept the amended agenda. Motion carried unanimously.

Building Reports

As part of the Celebrate Kids! segment of the meeting, Superintendent Tuttle welcomed Emerson Elementary Principal Terry Sedlar and his guests. Mr. Sedlar stated that in the spirit of Thanksgiving, Mary Hankins, Instructional Technology Teacher and some of her students were in attendance to showcase what they are learning in technology to prepare themselves for high school. Mr. Sedlar explained that in the State of Michigan, technology standards are given to all schools, but no manuals or textbooks are provided. It is the technology teacher that brings the curriculum to life and creates the lessons. Mr. Sedlar proudly informed the Board that Mary Hankins is a Level 2 Google Educator which greatly benefits her students.

Mary Hankins expressed her appreciation to the Board of Education for allowing her students to demonstrate what they are learning in her classroom. She also thanked Mr. Sedlar for providing her with opportunities to attend and present at several technology conferences over the past year.

Mary Hankins reported that her fourth grade students worked on a project that was created by two renowned Google innovators. She explained that her students began this lesson with a google slide and were instructed to tell a story about a jack-o-lantern. Mrs. Hankins took the lesson further by including the Stop Motion Animation process, which offered her students an introduction to computer coding. Student presenters Lexi Smith, Brendon Rowell, Xavier Konsdorf, and Claire Jones shared their versions of the jack-o-lantern project using their Chromebooks. A video recording of the lesson was also shared with the Board.

Board of Education Student Representative Dustin Taphouse reported that Student Council has been very busy. The Owosso High School organization raised over \$200 from a bake sale. All proceeds from the bake sale will be donated to the OHS Clothes Closest and to students in need of winter coats.

ABC 12 will film live from OHS on Friday, December 15 from 5 – 7 am. Dustin Taphouse incorrectly informed the Board that the early morning pep assembly would take place on December 1. During the December 15 pep assembly, students will be educated on the purpose of the annual food drive and where the donations go after they are collected. Information about poverty and homelessness within Owosso and the county will also be shared to raise awareness with the students of OPS. The first 50 students in the door at the 5 am pep assembly will be able to watch a movie on the last of school prior to Christmas break. Dustin announced that the can drive will kick-off on December 1 and will conclude on December 15.

Dustin Taphouse reported that student council members will attend the Flint Metro League Leadership Meeting on December 15. Participants of the meeting will be presented with new and innovative leadership ideas.

Dustin Taphouse stated that Student Council has once again started recognizing a member of the month. The member is chosen based on their efforts and time spent on student council. OHS senior Danielle Temple was the most recently recognized member of the month.

Board Correspondence

Superintendent Tuttle reported that the Board of Education has not met since the bond proposal was successfully passed by voters at the November 7, 2017 election. She reiterated that this was truly a community bond proposal that was recommended to Board of Education by members of the Facilities Community Exploration Committee during the June 26, 2017 Board Meeting. Superintendent Tuttle expressed sincere gratitude to members of the Board of Education, Facilities Community Exploration Committee members, administrators, teachers, students, and parents for their hard work and team effort to get the bond proposal passed. Topographical survey work is the first phase of planning for the bond construction project and the Board will be asked to approve the proposal during the meeting.

Superintendent Tuttle informed the Board that bonds will be sold in the spring of 2018 and the first tax collection will occur in December 2018. Construction of the project will begin in the summer of 2019. Several planning meetings will occur with various groups of staff members, administrators, and parents to discuss needs throughout the process.

Superintendent Tuttle announced that the District was once again awarded the Rural Education Grant in the amount of \$53,000. The grant funds will be used to purchase Chromebooks for all elementary teachers. The Chromebooks will replace the teacher's iPads that they have been using for the past five years. Additional Chromebooks will also be purchased to replace those that have been damaged or have manufacturing issues. Superintendent Tuttle proudly stated that students have taken very good care of their Chromebooks. Six Chromebook carts will also be purchased for elementary buildings, which will bring the District closer to its goal of all students in third grade and above having one to one technology.

Superintendent Tuttle recognized Aaron Maike of the Baker College Muskegon campus for their recent donation of slightly used personal computers and furniture that was not wanted by schools in that area. The generosity of Baker College has allowed the District to use its own resources to support one to one technology. It is expected that this partnership will continue under the leadership of Denise Bannan who is the new President of the Baker College Owosso Campus.

Superintendent Tuttle commented that Veterans Day is one of her favorite days and she is very pleased to witness the celebrations expand over the past few years. Approximately 300 veterans were recognized at each building during this year's celebrations.

Superintendent Tuttle applauded Owosso Middle School Teacher Mr. Chris Bird for being named the local VFW Teacher of the Year. She commented that this award was well deserved by Mr. Bird. He will now move on to the national competition.

Superintendent Tuttle reported that the OHS National Honor Society recently expressed their appreciation of the District's Transportation Department by hosting a breakfast for the bus drivers.

Superintendent Tuttle recognized OHS senior Kaitlyn Owens for making her third consecutive appearance as an individual at the State competition in cross country. This was the first time OHS senior Andrew Dallas and sophomore Jordan Sowash qualified as individuals for the State competition in cross country.

Superintendent Tuttle proudly announced that the Girls' Varsity Swim Team had a record setting season. The team broke eight school records, boasted nine wins and one loss in their conference, and many of the

swimmers qualified for multiple events at the State Meet. In addition, sophomore diver Katie Clevenger was outstanding during her first season on the team. Coach Andy Murray was also recognized for leading the winning team.

On November 13th the District celebrated World Kindness Day. Students from all buildings shared kindness messages on the east wall of Gilbert's True Value Hardware store and also took kindness pledges. Superintendent Tuttle remarked that she is very proud of our students and the City of Owosso for participating in this event.

Superintendent Tuttle praised OHS Construction Trades Teacher Rob Mallory on his efficiency and talents. She encouraged the Board to view the new baseball dugouts and press boxes that are being constructed by Mr. Mallory and his students for the high school ball fields. The projects are introducing the construction trades students to electrical processes, plumbing, building, and cement work.

Superintendent Tuttle expressed sincere gratitude to the community and students for their generosity over Thanksgiving. Students from buildings in the District worked together to ensure that the needy were provided with Thanksgiving dinners. Employees of Woodard donated 18 turkeys to families at Bryant and pies from local 4-H groups were also donated.

Superintendent Tuttle reported that three families in the District recently had house fires. She praised the school community for coming together and donating clothing, money, gas cards, etc. to support these families during their time of need.

Superintendent Tuttle remarked that she is always impressed with Lincoln High School for regularly hosting a community breakfast that provides the students with an opportunity to network with local business leaders. The staff of LHS also host a delicious Thanksgiving dinner for its students every year prior to Thanksgiving break.

Superintendent Tuttle applauded the OHS drama department on their outstanding performance of *Beauty and the Beast*. She remarked that this was one the best attended performances to date. Prior to the performance, a princess ball was held for the younger audience.

Superintendent Tuttle reported that the District is searching for an on-site location to raise chickens for the new OHS AgriScience class. An additional sequence to the class will be added to the curriculum in 2018-2019.

Superintendent Tuttle noted that the Board of Education will be approving the course listings for the middle school, high school, and Lincoln High School. She remarked that she is amazed by the number of offerings that the District provides to its students.

Superintendent Tuttle referenced the new CTE video that is now available on the District's webpage and highlights Career and Technical Education courses at Owosso High School. She thanked OHS Principal Jeff Phillips, his team, and Mr. Nick Krueger for doing an excellent job with the video. A CTE website is currently being created to correspond with the video.

Superintendent Tuttle explained that in addition to her current job responsibilities, she has taken on the duties of Curriculum Director until a replacement is hired. Comprehensive interviews are scheduled over the next month with the hopes of having a new Curriculum Director hired by the end of December.

Superintendent Tuttle reported that Dr. Michal Taylor has been working with kindergarten through fifth grade teachers and middle school English teachers on literacy instruction.

Superintendent Tuttle stated that grade level and department chairs have been asked to read the article “What’s Worth Learning in School?” The article was shared by the instructional leaders during a meeting with their colleagues and further discussion took place.

Superintendent Tuttle praised the District’s administrators for leading a worthwhile and productive professional development on November 21. The elementary PD included a variety of offerings that were led by staff members. A few of the options included writing workshops, google classroom, and guided reading. Secondary teachers participated in a PD that focused on common grading, testing procedures, team teaching, and finalized course descriptions as required for the IB reauthorization. Lincoln High School staff members worked on their Reach Higher grant implementation.

Public Participation

President Jenc stated that the Board of Education is a public body and recognizes the value of public comment on educational issues. Time has been included in the meeting's agenda for public participation. Members of the audience were reminded that they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

Owosso High School seniors Kayla Manley and Meagan Jodway informed the Board of Education that they are conducting a Big Box Out project as representatives of Family, Career and Community Leaders of America on December 2 beginning at 8 am until 8 am on December 3. The students plan to spend 24 hours outside in a box at the Main Street Plaza on the corner of Washington and Main Streets to raise money and awareness about homelessness in the area. All donations will go to the Shiawassee Hope organization. The students stated that they have raised about \$300 in t-shirt sales and \$400 from local business sponsorships. Chaperones are needed for the event. People may also send clothing, food, and monetary donations to the students at Owosso High School.

Trustee Marlene Webster reported that last year Shiawassee Hope helped 49 individuals with families move from homelessness or near eviction to housing. The money that Kayla Manley and Meagan Jodway is raising will help the organization get people off the street as fast as they can. The funds will go towards the Shiawassee Hope Housing First initiative, which helps people find a place to live and ultimately makes it easier for the recipients to find a job.

Tom Manke commented that some OHS students participated in an event similar to the Big Box Out a few years ago. At that time, Mr. Manke brought a local homeless person to meet the students and the chaperones were astounded. Mr. Manke stated that he plans to bring a homeless person to the Box Out so the students have a better understanding of how tough it is to be homeless.

For Action

- Moved by Mowen, supported by Webster to approve the October 23, 2017 regular meeting minutes, current bills, and financials as presented. Motion carried unanimously.
- Moved by Mowen, supported by Webster to authorize the Operations Department to dispose of a 1995 Chevrolet ¾ ton pickup truck as an obsolete vehicle. Motion carried unanimously.
- Moved by Mowen, supported by Keyes to adopt as their first readings: New Policy 1421, Revised Policies 3121, 4121, 8142 – Criminal History Record Check: Administration, Professional, support Staff and Part time/Contractual arrangements. Motion carried unanimously.
- Moved by Mowen, supported by Keyes to adopt as their first readings: New Policy 1439, Revised Policies 3139 and 4139 – Discipline: Administration, Professional, and Support Staff. Motion carried unanimously.
- Moved by Mowen, supported by Keyes to adopt as their first readings: New Policy 2410 – Prohibition of Referral or Assistance and Revised Policy 2414 – Reproductive Health and Family Planning. Motion carried unanimously.

- Moved by Mowen, supported by Keyes to adopt as their first reading: New Policy 2418 – Sex Education. Motion carried unanimously.
- Moved by Mowen, supported by Keyes to adopt as their first readings: Revised Policies 7540-.03 and 7540.04 – Acceptable Use and Safety: Students and Staff, Revised Policy 7540.05 and New Policy 7540.06 – District Issued Email Accounts: Staff and Students. Motion carried unanimously.
- Moved by Mowen, supported by Keyes to adopt as their first reading: Revised Policy 8321 – Criminal Justice Information Security (Non-Criminal Justice Agency) as its first reading. Motion carried unanimously.
- Moved by Mowen, supported by Keyes to authorize the Superintendent to sign the proposal with Spicer Engineering for the topographical (land) surveys in an amount not to exceed \$27,500 for the surveying of Bryant, Central, Emerson, and the High School limited to the areas reflected in the request for proposal. Motion carried unanimously.

For Future Action

The Board of Education will be asked to approve the course listings presented for the Middle School, High School, and Lincoln High School for the 2017-18 school year. The list includes all courses offered by the district for credit or grade promotion, and is used when determining which courses may be included in membership for state aid purposes, as well as for auditing purposes when examining the membership counted for state school aid on the count days. The list of approved courses must include traditional offerings and courses offered through other means, such as experiential or online learning opportunities.

For Information

Superintendent Tuttle provided the Board with a personnel update. She reported that Lauri Dahl, Student Facilitator at Bryant Elementary has submitted her letter of resignation effective November 2, 2017.

Public Participation

City of Owosso Mayor Chris Eveleth congratulated the Board of Education and District on the successful passage of the bond. He remarked that this is a much needed forward momentum on top of everything else that is going on in the community.

Mayor Chris Eveleth reported that the city is making many investments in its infrastructure. The remainder of Oliver Street, east of Oak Street to Gould Street will completed next year. Mr. Eveleth stated that he would be happy to coordinate with the District on the timing of the project.

Mr. Eveleth informed the Board that the city had a great Ice Queen campaign. He congratulated Marlene Webster who ran on behalf of Shiawassee Hope and raised over \$12,000 for the charity. Mr. Eveleth praised the other two candidates who collectively raised \$45,000 for local charities, with only twenty-eight cents determining the first and second place winners.

Mr. Eveleth announced that the City of Owosso is in the process of hiring a City Manager. He explained that like the Superintendent of Schools, the City Manager oversees all departments within the city. On December 5 from 5:30 until 7:30 pm at the Steam Railroading Institute, community members will have an opportunity to meet and greet the four finalists that have been selected out 24 applicants for the City Manager position. The Board of Education and Superintendent Tuttle were invited to the meet and greet and provide City Council with their feedback on the finalists. Mr. Eveleth remarked that the city wants input on this important decision. He stated that the city and Owosso Public Schools have so many shared interests and wants to make sure that they are #allin4owosso.

Mr. Josh Dewley, Lincoln High School teacher informed the Board that LHS will host a blood drive on December 15. He explained that they have openings on that day from 10:30 am until 2:30 pm. He reminded the Board that every time a person gives blood up to three lives are saved.

Board Member Comments/Updates

Trustee Marlene Webster expressed her pleasure with the passing of the bond. She remarked that a lot of people in attendance at the meeting put a lot of effort and time into the bond proposal and it's great that the District can now move forward.

Marlene Webster reported that on November 4 a community action planning day for the Alliance for a Drug Free Shiawassee took place. The meeting was part of the process that is required when applying for a Drug Free Communities Grant that is targeted toward youth substance use prevention. A number of people from OPS participated in the meeting. Mrs. Webster stated that a survey of the ideas that were collected during the November 4 meeting is on the Alliance for a Drug Free Shiawassee's Facebook page and will also be available on the Shiawassee Hope's Facebook page. People are being asked to take the survey and rank the items by importance and feasibility. The results of the survey will be reviewed at a meeting on December 9 from 9 am until 12 pm at Memorial Healthcare's auditorium. Mrs. Webster welcomed anyone to attend and give their input on the drug issues that are only going to get worse before they get better.

Treasurer Cheryl Paez commented that it is a very exciting time for OPS and she is thrilled that the bond passed.

Secretary Shelly Ochodnicki remarked that her sixteen-year-old daughter was in a car seat when she attended her first meeting about a possible bond proposal for the District. She stated that she thoroughly enjoyed working at the polls on November 7 and especially the celebration that evening.

Mrs. Ochodnicki stated that in addition to the District celebrations, the local American Legion hosted their very first Veteran's Day program this year. The State of Michigan Commander and his wife who is deaf were guests of honor at the event. Mrs. Ochodnicki explained that she was very proud to have Central Elementary teachers Mrs. Megan Friend, Mrs. Maggie Gobel, their students, and Principal Bridgit Spielman sing a song for the veterans using sign language.

Vice President Rick Mowen stated that years ago the Woodard Furniture Company was looking to expand their business and their Board of Directors were contemplating staying in the area. Even though the company had been in Owosso for centuries they were not certain they could entice executives of high caliber to live in the area because of the condition of Owosso Public Schools. As a result, many of these executives have chosen to live elsewhere and commute to Owosso. Mr. Mowen explained that the passing of the bond is very important to the City of Owosso, not only to attract new businesses, but to retain existing ones also. Mr. Mowen commented that OPS already knows that we have a great curriculum and staff, but when people drive by our buildings they only see the exterior. The true winners of the bond passing will be the Owosso community, which will see growth in all aspects. He thanked everyone that was involved in the bond proposal.

Trustee Sara Keyes remarked that rather than reiterating what everyone has already stated "Go Owosso!"

Trustee Ty Krauss echoed Rick Mowen's remarks. He commented that he meets with local employers who are often deciding whether they should stay in the area, invest in, or bring new businesses to the area and one thing that they consistently look at is the school district and what it has to offer. Mr. Krauss remarked that the bond proposal goes a long way to support local businesses. He stated that he is very happy that he can now say that OPS passed a bond and we are investing in our school system. Mr. Krauss also thanked everyone for their support and efforts with the bond proposal.

Mr. Krauss reported that he had an opportunity to represent the District as an alternate delegate at the Michigan Association of School Boards Delegate Assembly. He stated that he attended the assembly with Rick Mowen and is very appreciative to have had the experience and witness the process.

Upcoming Board Meeting Dates:

December 11: Regular Board Meeting at 7 pm (Note: meeting to be held on 2nd Monday of the month due to holidays)

Important Upcoming Dates:

November 28: Exchange Student Luncheon, OHS Room 306 at 11 am

December 5: OHS Blood Drive

December 5: OMS Holiday Band Concert at 7 pm

December 6: OHS Band Concert at 7 pm

December 7: 2nd Grade Holiday Program, Emerson Gym at 7 pm

December 8: Senior Citizen Breakfast, OHS Cafeteria at 8 am

December 8: OHS Glow Dance, 9 pm

December 9: Bryant Elementary Craft Show

Adjournment

Moved by Mowen, supported by Ochodnicky to move into closed at 8:08 pm for the purpose of the Superintendent's evaluation. Secretary Ochodnicky conducted a roll call vote. Ayes: Webster, Paez, Ochodnicky, Mowen, Jenc, Keyes, Krauss. Nays: None. Motion carried unanimously.

Moved by Mowen, supported by Ochodnicky to return to open session at 9:00 pm. Motion carried unanimously.

Moved by Mowen, supported by Ochodnicky to adjourn at 9:01 pm. Motion carried unanimously.

Minutes recorded by Clara Pitt

Respectfully submitted,

Shelly Ochodnicky, Secretary

OWOSSO PUBLIC SCHOOLS
EXPENDITURE REPORT
NOVEMBER 20 - DECEMBER 3, 2017
REPORT 17-58

CHECK RUN ACTIVITY BY FUND

GENERAL FUND	\$414,882.03
SERVICE FUND	\$10,108.17
SINKING FUND	

CHECK RUN TOTAL	<u>\$424,990.20</u>
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CREDIT CARD ACTIVITY BY FUND (11/05-12/04/2017)

GENERAL FUND (NOVEMBER ACTIVITY)	\$ 17,429.90
SERVICE FUND (NOVEMBER ACTIVITY)	\$ 209.21
ORGANIZATIONAL FUND (NOVEMBER ACTIVITY)	\$ 1,046.79

CREDIT CARD TOTAL	<u>\$ 18,685.90</u>
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GORDON FOOD SERVICE ACTIVITY (SERVICE FUND)

PAYMENT 11/30/17	\$ 6,092.65
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DIRECT DRAW FROM BANK ACCOUNT	<u>\$ 6,092.65</u>
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PAYROLL (#11) 11/24/2017	\$ 817,543.11
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PAYROLL TOTAL	<u>\$ 817,543.11</u>
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GRAND TOTAL	<u>\$ 1,267,311.86</u>
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12/01/2017 4:00 pm

Owosso Schools

Page: 1

Check Register for Bank Account ID CHEM1

From 11/20/2017 to 12/03/2017

From Check First to Last

Check#	Date	Run Type Status	Vendor Name	Invoice Description	Amount
097073	11/21/2017	1 Comp Open	007730 BAUMDRAHER, JESSA	COMM ED LIFE GUARD	76.00
097074	11/21/2017	1 Comp Open	004065 CONRAD, CHRIS	OPER/CONRAD/MILEAGE	63.34
097075	11/21/2017	1 Comp Open	002966 FRED FERNETTE	OPER/FERNETTE/MILEAGE	17.46
097076	11/21/2017	1 Comp Open	004753 FREEMAN, GREG	HS/FREEMAN/CONF REIMB	92.23
097077	11/21/2017	1 Comp Open	002810 HI-QUALITY GLASS	OPER/KLAPKO/LEXAN	256.62
097078	11/21/2017	1 Comp Open	006808 INACOMP TSG	MS/COLLINS/CHROMEBOOK	1,650.75
097079	11/21/2017	1 Comp Open	008220 J & H OIL CO.	OPER/KLAPKO/FUEL	509.71
097080	11/21/2017	1 Comp Open	007397 MALLORY IRELAN	COMM ED LIFE GUARD	171.00
097081	11/21/2017	1 Comp Open	003780 MESSA	DEC 2017 BILL/TEACHERS	217,533.59
097082	11/21/2017	1 Comp Open	003780 MESSA	DEC 2017 BILL/NON-UNION	16,729.63
097083	11/21/2017	1 Comp Open	003780 MESSA	DEC 2017 BILL/OESPA STAFF	52,510.11
097084	11/21/2017	1 Comp Open	003780 MESSA	DEC 2017 BILL/ADMIN STAFF	24,488.99
097085	11/21/2017	1 Comp Open	001902 MHSSCA	ATH/SMITH/DUES	50.00
097086	11/21/2017	1 Comp Open	100274 MSU AGRISCIENCE	HS/FREEMAN/CONF REG	235.00
097087	11/21/2017	1 Comp Open	006201 MWA	HS/CLEVINGER/DUES	25.00
097088	11/21/2017	1 Comp Open	004600 OPS FOOD SERVICE FUND	ADM/ILC MEETING	56.50
097089	11/21/2017	1 Comp Open	004652 PCMI - WEST	BB STAFF PAYMENT	14,007.40
097090	11/21/2017	1 Comp Open	008350 PUMFORD, ALEXANDRIA	COMM ED LIFE GUARD	47.50
097091	11/21/2017	1 Comp Open	005420 SCHOOL SPECIALTY INC.	EM/SCHERER/SUPPLIES	611.62
097092	11/21/2017	1 Comp Open	000693 SEHI COMPUTER PRODUCTS	BR/BROOKS/DIGITAL RECEIVER	902.00
097093	11/21/2017	1 Comp Open	100017 SET-SEG	DEC 2017 BILL/GF STAFF	5,678.92
097094	11/21/2017	1 Comp Open	005625 SHIAWASSEE RESD	CONF REGISTRATION	1,125.00
097095	11/21/2017	1 Comp Open	001704 SUNBURST GARDENS INC.	OPER/KLAPKO/IRRIGATION WIN	720.00
097096	11/21/2017	1 Comp Open	100267 UNUM LIFE INSURANCE	DEC 2017 BILL/ADMIN STAFF	1,030.55
097097	11/21/2017	1 Comp Open	100267 UNUM LIFE INSURANCE	DEC 2017 BILL/GF STAFF	1,308.92
097098	11/21/2017	1 Comp Open	006845 WIN'S CORPORATE OFFICE	OPER/KLAPKO/LIGHT BULBS	62.40
097099	11/30/2017	1 Comp Open	006502 ACCO BRANDS USA	BENT/HELVIE/LAMINATING FIL	108.90
097100	11/30/2017	1 Comp Open	004208 AMWAY GRAND PLAZA	HS/KRUEGER/POYNER LODGING	584.24
097101	11/30/2017	1 Comp Open	000278 APPLEBEE OIL COMPANY	TRANS/DELONG/PROPANE	890.30
097102	11/30/2017	1 Comp Open	008380 AYMOR, KATIE	ADM/AYMOR/CONF REIMBURSEME	45.15
097103	11/30/2017	1 Comp Open	100046 BAKER COLLEGE OWOSSO	ADULT ED 2016-17 DEFERRED	5,678.00
097104	11/30/2017	1 Comp Open	008378 BOLES, MEGAN	BB/BOLES/SUPPLIES	38.00
097105	11/30/2017	1 Comp Open	005421 BRADLEY, TODD	ALT/PARSONS/SPEAKER	195.68
097106	11/30/2017	1 Comp Open	002307 BRD PRINTING INC.	ADM/THOMPSON/FOLDERS	2,606.70
097107	11/30/2017	1 Comp Open	008377 BUCK, SHIRLEEN	BB/ROWELL/REFUND OVERPAYME	3.19
097108	11/30/2017	1 Comp Open	001363 C & S MOTORS INC.	TRANS/DELONG/BUS REPAIR	4,043.27
097109	11/30/2017	1 Comp Open	001020 CHREST SUPPLY COMPANY	OPER/KLAPKO/PLUMBING SUPP	35.80
097110	11/30/2017	1 Comp Open	001050 CITY OF OWOSSO	UTIL/WATER BILLS	746.14
097111	11/30/2017	1 Comp Open	005052 COMMITTEE FOR CHILDREN	MS/GRAHAM/LICENSES	597.00
097112	11/30/2017	1 Comp Open	000124 CONTROL SOLUTIONS INC.	OPER/KLAPKO/HVAC WORK	287.50
097113	11/30/2017	1 Comp Open	007131 CSH ELECTRIC MOTOR SUPPLY	OPER/KLAPKO/MOTOR REPAIR	76.00
097114	11/30/2017	1 Comp Open	100455 D & G EQUIPMENT INC.	OPER/KLAPKO/OIL	104.64
097115	11/30/2017	1 Comp Open	004175 DATA IMAGE SYSTEMS	OMS/LIBERMAN/BULBS	237.00
097116	11/30/2017	1 Comp Open	008379 EDWARD VANSTRATE & SON PLUMBING	OPER/KLAPKO/LICENSE FEE	85.00
097117	11/30/2017	1 Comp Open	006452 FCCLA	HS/SCHNEIDER/MEMBERSHIP	57.00
097118	11/30/2017	1 Comp Open	008376 FERRIER, KELLI	COMM ED REFUND	27.50
097119	11/30/2017	1 Comp Open	004278 FERRIS STATE UNIVERSITY	HS/POYNER/KRUEGER REGIST	500.00
097120	11/30/2017	1 Comp Open	004278 FERRIS STATE UNIVERSITY	HS/KRUEGER/CONF REGISTRATI	65.00
097121	11/30/2017	1 Comp Open	007128 FIRST RESPONSE EDUCATIONAL SERVI	BB/ROWELL/TRAINING	770.00
097122	11/30/2017	1 Comp Open	006197 FRONTIER	UTIL/PHONE SVC NOV 2017	1,954.16
097123	11/30/2017	1 Comp Open	007145 GAUKEL, BRIAN CFI	BB/FIRE SAFETY RULES	200.00
097124	11/30/2017	1 Comp Open	007449 GIER-HELVIE, MELISSA	BB/HELVIE/MILEAGE	89.77
097125	11/30/2017	1 Comp Open	008028 GOLDBERG, DIANE	OPER/GOLDBERG/MILEAGE	38.81
097126	11/30/2017	1 Comp Open	000070 H. K. ALLEN PAPER COMPANY	PARSONS/TISSUES	1,305.10

Check Register for Bank Account ID CHEM1

From 11/20/2017 to 12/03/2017

From Check First to Last

Check#	Date	Run Type	Status	Vendor Name	Invoice Description	Amount
097127	11/30/2017	1	Comp Open	100069 HEINEMANN	ADM/CURR/OBSERVE SURVEY AS	82.50
097128	11/30/2017	1	Comp Open	002962 INDUSTRIAL SUPPLY OF OWOSSO INC.	OPER/KLAPKO/BEARING COUPLE	70.65
097129	11/30/2017	1	Comp Open	003080 JOHNNY MAC'S SPORTING GOODS	MS/DWYER/UNIFORMS	2,092.82
097130	11/30/2017	1	Comp Open	003665 MALATINSKY, JOE	BR/MALATINSKY/SUPPLIES	8.98
097131	11/30/2017	1	Comp Open	003756 MICHIGAN COMPANY, INC.	OPER/KLAPKO/CUSTODIAL SUPP	166.12
097132	11/30/2017	1	Comp Open	007158 MOMAR, INCORPORATED	OPER/KLAPKO/BOILER PROTECT	295.00
097133	11/30/2017	1	Comp Open	004050 MORRIS MECHAN. CONTRACTING INC.	OPER/KLAPKO/BOILER REPAIR	1,165.50
097134	11/30/2017	1	Comp Open	100001 OFFICE DEPOT INC.	OHS/DIGNAN/ENVELOPES	957.80
097135	11/30/2017	1	Comp Open	004600 OPS FOOD SERVICE FUND	HS/POYNER/SUPPLIES	19.51
097136	11/30/2017	1	Comp Open	004553 OWOSSO HITCH & PLOW CENTER INC	OPER/KLAPKO/CLIPS	3.98
097137	11/30/2017	1	Comp Open	004590 OWOSSO PUB. SCH. ATHLETIC FUND	ATH/SMITH/OFFICIALS	5,000.00
097138	11/30/2017	1	Comp Open	004652 PCMI - WEST	LHS SPRING 2017 COACH	16,191.11
097139	11/30/2017	1	Comp Open	001153 PEARSON EDUCATION INC.	BR/COMPTON/STUDENT EDITONS	619.68
097140	11/30/2017	1	Comp Open	100135 QULLL CORPORATION	ALT/PARSONS/INK	94.72
097141	11/30/2017	1	Comp Open	100336 SAMSON, LINDA	OPER/SAMSON/MILEAGE	18.19
097142	11/30/2017	1	Comp Open	005520 SECURITY ALARM COMPANY INC.	OPER/KLAPKO/ALARM REPAIR	609.00
097143	11/30/2017	1	Comp Open	005625 SHIAWASSEE RESD	10/8-10/21 EDUSTAFF COSTS	25,363.41
097144	11/30/2017	1	Comp Open	006230 THRUN LAW FIRM, P.C.	NOVEMBER 2017 LEGAL SERVIC	465.50
097145	11/30/2017	1	Comp Open	001119 UNITED PARCEL SERVICE	HS/POSTAGE	15.40
097146	11/30/2017	1	Comp Open	006510 VALLEY LUMBER COMPANY	HS/DIGNAN/DUGOUT SUPPLIES	162.06
097147	11/30/2017	1	Comp Open	008375 WCS SWIM BOOSTERS	ATH/SMITH/12-2 SWIM ENTRY	150.00
CHECK TOTAL						414,882.03
LESS VOIDS						0.00
GRAND TOTAL						414,882.03

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	75	414,882.03	Computer	75	414,882.03
Cleared			Prepaid		
Void					
Scratch					
TOTAL	75	414,882.03	TOTAL	75	414,882.03

Check Register for Bank Account ID SERVIC




From 11/20/2017 to 12/03/2017

From Check First to Last

Check#	Date	Run Type	Status	Vendor Name	Invoice Description	Amount
007155	11/21/2017	1	Comp Open	004621 AUNT MILLIE'S BAKERIES	FS/PRINCE/FOOD PURCHASE	580.15
007156	11/21/2017	1	Comp Open	007480 BANANA BROTHERS PRODUCE	FS/PRINCE/FOOD PURCHASE	7,074.25
007157	11/21/2017	1	Comp Open	008220 J & H OIL CO.	FS/KLAPKO/FUEL	101.75
007158	11/21/2017	1	Comp Open	003780 MESSA	DEC 2017 BILL/FS STAFF	1,733.86
007159	11/21/2017	1	Comp Open	007509 NIXON'S GROCERY	FS/PRINCE/FOOD PURCHASE	374.95
007160	11/21/2017	1	Comp Open	100017 SET-SEG	DEC 2017 BILL/FS STAFF	192.21
007161	11/21/2017	1	Comp Open	100267 UNUM LIFE INSURANCE	DEC 2017 BILL/FS STAFF	51.00
CHECK TOTAL						10,108.17
LESS VOIDS						0.00
GRAND TOTAL						10,108.17

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	7	10,108.17	Computer	7	10,108.17
Cleared			Prepaid		
Void					
Scratch					
TOTAL		7	10,108.17	TOTAL 7 10,108.17	

Date Range: From: 11/05/2017  To: 12/04/2017 
 Date Type: Posting Date 
 Data available starting: 12/04/2014 Search

SEARCH RESULTS

Search Total: (18,295.69)

Page 1 of 1 Page Go

Account Name	Account Number	Transaction Amount	Adjustment Amount	Total Transaction Amount
EMERSON ELEMENTARY	XXXX-XXXX-0517-2354	1,522.78	0.00	1,522.7
MIKE GRAHAM	XXXX-XXXX-0530-1557	2,394.62	0.00	2,394.6
FRED LAB	XXXX-XXXX-0532-9202	151.03	0.00	151.0
ED VAN STRATE	XXXX-XXXX-0532-9277	134.89	0.00	134.8
LINCOLN HIGH SCHOOL	XXXX-XXXX-0593-9232	183.31	0.00	183.3
BRIGHT BEGINNINGS OFFICE	XXXX-XXXX-1097-9983	230.50	0.00	230.5
OWOSSO SCHOOLS	XXXX-XXXX-1253-3820	209.21	0.00	209.2
CTE CULINARY ARTS	XXXX-XXXX-1311-0891	657.82	0.00	657.8
CTE CONSTRUCTION TRADES	XXXX-XXXX-1311-0933	52.00	0.00	52.0
AL HUYCK	XXXX-XXXX-1323-6431	246.20	0.00	246.2
OWOSSO PUBLIC SCHOOLS	XXXX-XXXX-0002-6361	0.00	(36,981.59)	(36,981.59)
SWIM PROGRAM	XXXX-XXXX-0173-5686	672.39	0.00	672.3
BRYANT ELEMENTARY	XXXX-XXXX-0177-1509	1,065.46	0.00	1,065.4
DAN CLARK	XXXX-XXXX-0188-5846	38.66	0.00	38.6
BEN COBB	XXXX-XXXX-0188-5861	78.94	0.00	78.9
OWOSSO HIGH SCHOOL	XXXX-XXXX-0223-2881	3,351.67	0.00	3,351.6
JOHN QUICK	XXXX-XXXX-0274-4836	591.30	0.00	591.3
OWOSSO MIDDLE SCHOOL	XXXX-XXXX-0316-8175	412.34	0.00	412.3
OPERATIONS DEPT	XXXX-XXXX-0322-6353	335.78	0.00	335.7
CENTRAL ELEMENTARY	XXXX-XXXX-0358-7523	770.32	0.00	770.3
BRIGHT BEGINNINGS	XXXX-XXXX-2811-1358	278.54	0.00	278.5
OWOSSO HIGH SCHOOL 2	XXXX-XXXX-3540-7203	2,295.96	(1,643.33)	652.6
CENTRAL OFFICE	XXXX-XXXX-6279-7468	4,261.35	0.00	4,261.3
OWOSSO HIGH SCHOOL 2	XXXX-XXXX-6679-7711	394.16	0.00	394.1

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Search Total: (18,295.69)

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
November 30, 2017
Report 17-59

Statement of Deposits and Investments
As of 11/30/2017
Unaudited

	General Fund	School Service	Building & Site	Total
Summary of Deposits and Investments				
Cash on hand	\$ 20,949	\$ 260,447	\$ 1,455,215	\$ 1,736,611
Investments	4,567,819		1,232,906	5,800,726
Total Deposits and Investments	<u>\$ 4,588,768</u>	<u>\$ 260,447</u>	<u>\$ 2,688,122</u>	<u>\$ 7,537,337</u>
 Detail of Deposits and Investments				
Cash on hand	\$ 20,949	\$ 259,727	\$ 1,455,215	\$ 1,735,891
Petty Cash on hand	-	720	-	
Total Cash on hand	<u>\$ 20,949</u>	<u>\$ 260,447</u>	<u>\$ 1,455,215</u>	<u>\$ 1,736,611</u>
Chemical Bank Savings Account	\$ 31,121	-	\$ 111,751	\$ 142,872
Mich Class Investment	4,536,698	-	1,121,156	5,657,854
Total Investments	<u>\$ 4,567,819</u>	<u>\$ -</u>	<u>\$ 1,232,906</u>	<u>\$ 5,800,726</u>
Total Deposits and Investments	<u>\$ 4,588,768</u>	<u>\$ 260,447</u>	<u>\$ 2,688,122</u>	<u>\$ 7,537,337</u>

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
November 30, 2017
Report 17-59

Combined Statement of Revenue, Expenditures, and Fund Balance
General, School Service, and Capital Project Funds
As of 11/30/2017
Unaudited

	General Fund			School Service Fund			Capital Projects Fund					
	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used
REVENUE												
Local sources	3,378,011	272,542	(3,105,469)	8%	284,399	97,459	(196,940)	33%	1,646,053	7,582	(1,638,471)	0%
State sources	24,595,201	5,006,352	(19,588,849)	20%	62,547	12,663	(49,884)	20%	-	-	-	-
Federal sources	1,314,807	177,710	(1,137,097)	14%	1,593,439	389,074	(1,204,365)	24%	-	-	-	-
Interdistrict sources-RESID	573,371	12,093	(561,278)	2%	-	-	-	-	-	-	-	-
Interdistrict sources-transfers in and other sources	94,962	(94,962)	(94,962)	0%	-	-	-	-	-	-	-	-
Total revenue and other sources	\$ 29,956,452	\$ 5,468,697	\$ (24,487,755)	18%	\$ 1,950,385	\$ 499,196	\$ (1,451,189)	26%	\$ 1,646,053	\$ 7,582	\$ (1,638,471)	0%
EXPENDITURES												
INSTRUCTION												
BASIC PROGRAMS:												
ELEMENTARY	\$ 7,005,926	\$ 1,998,801	\$ (5,007,125)	29%								
MIDDLE SCHOOL	3,485,026	954,905	(2,530,121)	27%								
HIGH SCHOOL	4,138,759	1,142,621	(2,996,138)	28%								
ALTERNATIVE EDUCATION	687,335	195,379	(491,956)	28%								
PRESCHOOL	127,668	39,851	(87,817)	31%								
PRESCHOOL (MICHIGAN READINESS) GRANT	176,818	50,593	(126,225)	29%								
TOTAL BASIC PROGRAMS	\$ 15,621,532	\$ 4,382,149	\$ (11,239,383)	28%								
ADDED NEEDS:												
SPECIAL EDUCATION	\$ 3,192,199	\$ 941,647	\$ (2,250,552)	29%								
ADULT ED		6,309	6,309									
CHILDCARE PROGRAM	291,553	93,060	(198,493)	32%								
TITLE I GRANT	1,011,912	241,541	(770,371)	24%								
VOCATIONAL EDUCATION	585,397	170,307	(415,090)	29%								
TARGETED LITERACY GRANT		6,474	6,474									
AT RISK GRANT	1,186,026	320,641	(865,385)	27%								
MISC STATE GRANTS	6,943	20,261	13,318	292%								
TOTAL ADDED NEEDS	\$ 6,274,030	\$ 1,800,240	\$ (4,473,790)	29%								
CONTINUING EDUCATION:												
COMMUNITY EDUCATION	\$ 142,179	\$ 59,995	\$ (82,184)	42%								
TOTAL CONTINUING EDUCATION	\$ 142,179	\$ 59,995	\$ (82,184)	42%								
TOTAL INSTRUCTION	\$ 22,037,741	\$ 6,242,384	\$ (15,795,357)	28%								
SUPPORTING SERVICES												
PUPIL SERVICES:												
GUIDANCE SERVICES	\$ 451,385	\$ 145,575	\$ (305,810)	32%								
TOTAL PUPIL SERVICES	\$ 451,385	\$ 145,575	\$ (305,810)	32%								
INSTRUCTIONAL STAFF:												
TITLE II, PART A/RURAL EDUCATION GRANT	\$ 267,545	\$ 54,220	\$ (213,325)	20%								
IMPROVEMENT OF INSTRUCTION	240,539	29,854	(210,685)	12%								
MEDIA SERVICES	281,181	68,480	(192,701)	31%								
TOTAL INSTRUCTIONAL STAFF	\$ 789,265	\$ 172,554	\$ (616,711)	22%								
GENERAL ADMINISTRATION:												
BOARD OF EDUCATION	\$ 100,149	\$ 32,778	\$ (67,371)	33%								
EXECUTIVE ADMINISTRATION	349,441	142,074	(207,367)	41%								
HUMAN RESOURCES	212,516	79,813	(132,703)	38%								
TOTAL GENERAL ADMINISTRATION	\$ 662,106	\$ 254,665	\$ (407,441)	38%								
SCHOOL ADMINISTRATION:												
SCHOOL ADMINISTRATION	\$ 2,443,932	\$ 945,016	\$ (1,498,916)	39%								
TOTAL SCHOOL ADMINISTRATION	\$ 2,443,932	\$ 945,016	\$ (1,498,916)	39%								

OWOSSO PUBLIC SCHOOLS
 BOARD OF EDUCATION
 November 30, 2017
 Report 17-59

Combined Statement of Revenue, Expenditures, and Fund Balance
 General, School Service, and Capital Project Funds
 As of 11/30/2017
 Unaudited

	General Fund			School Service Fund			Capital Projects Fund					
	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used	ORIGINAL BUDGET	YTD Actual	Over (Under) Budget	% Rec'd/Used
BUSINESS SERVICES:												
FISCAL SERVICES	\$ 333,134	\$ 142,760	\$ (190,374)	43%								
TECHNOLOGY MANAGEMENT	\$ 392,996	\$ 106,184	\$ (286,812)	27%								
TOTAL BUSINESS SERVICES	\$ 726,130	\$ 248,944	\$ (477,186)	34%								
OPERATIONS AND MAINTENANCE:												
OPERATIONS AND MAINTENANCE	\$ 2,790,218	\$ 975,334	\$ (1,814,884)	35%								
TOTAL OPERATIONS AND MAINTENANCE	\$ 2,790,218	\$ 975,334	\$ (1,814,884)	35%								
PUPIL TRANSPORTATION SERVICES:												
PUPIL TRANSPORTATION SERVICES	\$ 1,046,348	\$ 319,022	\$ (727,326)	30%								
TOTAL PUPIL TRANSPORTATION	\$ 1,046,348	\$ 319,022	\$ (727,326)	30%								
OTHER SERVICES:												
PAC	\$ -	\$ 759	\$ 759									
COMMUNICATION SERVICES	\$ 62,632	\$ 22,430	\$ (40,202)	36%								
ATHLETICS	\$ 444,779	\$ 204,256	\$ (240,523)	46%								
PRINTING AND OTHER SUPPORT SERVICES	\$ 79,492	\$ 31,672	\$ (47,820)	40%								
TOTAL OTHER SERVICES	\$ 586,903	\$ 259,117	\$ (327,786)	44%								
TOTAL SUPPORTING SERVICES	\$ 9,496,287	\$ 3,320,227	\$ (6,176,060)	35%								
OUTGOING TRANSFERS/FUND MODIFICATIONS:												
OTHER	\$ 71,331	\$ 3,481	\$ (67,850)	5%								
TOTAL OUTGOING TRANSFERS/FUND MODIFICATIONS	\$ 71,331	\$ 3,481	\$ (67,850)	5%								
FOOD SERVICE EXPENDITURES												
CAPITAL PROJECT EXPENDITURES	\$ 31,605,359	\$ 9,586,092	\$ (22,019,267)	30%	\$ 2,088,027	\$ 725,762	\$ (1,362,265)	35%	\$ 1,532,576	\$ 450,938	\$ (1,081,638)	29%
TOTAL EXPENDITURES	\$ 31,605,359	\$ 9,586,092	\$ (22,019,267)	30%	\$ 2,088,027	\$ 725,762	\$ (1,362,265)	35%	\$ 1,532,576	\$ 450,938	\$ (1,081,638)	29%
REVENUE OVER or (UNDER) EXPENDITURES	\$ (1,648,907)	\$ (4,097,396)	\$ (2,448,489)		\$ (137,642)	\$ (226,566)	\$ (88,924)		\$ 113,477	\$ (443,356)	\$ (556,833)	
PRELIMINARY AUDITED FUND BALANCE, JULY 1, 2017	3,911,651	3,911,651			241,082	241,082			3,131,478	3,131,478		
PROJECTED FUND BALANCES - June 30, 2018	2,262,744				103,440				3,244,955			

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
December 11, 2017
Report 17-60

FOR ACTION

Subject:

New Policy 1421, Revised Policies 3121, 4121, 8142 – Criminal History Record Check: Administration, Professional, Support Staff and Part time/Contractual arrangements, 2nd readings

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd readings: **New Policy 1421, Revised Policies 3121, 4121, 8142 – Criminal History Record Check: Administration, Professional, Support Staff and Part time/arrangements**

Facts / Statistics:

The revisions to policies 3121, 4121 and 8142 covering professional, support staff and part time/contractual arrangements are being proposed to maintain consistency with changes in policy #8321 – Criminal Justice Information Security, which requires criminal history information (CHRI) to be maintained in a confidential file, separate from the employee, vendor or private contractor files. New policy #1421 covering administrative staff reflects the same revisions and requirements as contained in policies 3121 and 4121.

The revisions and adoption of the new policy covering administration reflects the current state of law and should be adopted to maintain accurate policies.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

**BOARD OF EDUCATION
OWOSSO PUBLIC SCHOOLS**

ADMINISTRATION
1421/page 1 of 5

NEW POLICY - VOL. 32, NO. 1

CRIMINAL HISTORY RECORD CHECK

Before the District hires any employee (full or part-time) or allows any individual under contract to continuously and regularly work in the schools, a criminal history records check shall be conducted in accordance with State law.

"Under contract" shall apply to individuals, as well as owners and employees of entities, who contract directly with the District or with a third party vendor, management company, or similar contracting entity to provide food, custodial, transportation, counseling or administrative services on more than an intermittent or sporadic basis. It shall also apply to individuals or entities providing instructional services to students or related auxiliary services to special education students.

Prior to allowing an individual, who is subject to the criminal history record check requirement, to work in the District, the District shall submit a fingerprint-based check on the individual, using Michigan State Police (MSP) Form RI-030 (7/2012), regardless of whether the individual will work directly for the District or be contracted through a third-party vendor, management company or similar contracting entity ("Private Contractors"). Except as provided below, the report from the MSP must be received, reviewed and approved by the District prior to the individual commencing work.

**BOARD OF EDUCATION
OWOSSO PUBLIC SCHOOLS**

ADMINISTRATION
1421/page 2 of 5

Such Private Contractors cannot receive or retain criminal history record information ("CHRI").¹ Where the District will contract with a Private Contractor for the services of an individual, the District will notify the Private Contractor(s), after review of the MSP report, whether the individual has been approved to work within the District. The District may not give any details, including the fact that a criminal history check was run. Notice for approval to work in the District should use the Affidavit of Assignment or similar "red light/green light" procedure.

Should it be necessary to employ a person or contract for a person to maintain continuity of the program prior to receipt of the criminal history report, the Superintendent may contract on a provisional basis until the report is received. Any such provisional hire requires that:

- A. the record check has been requested;
- B. the applicant has signed a disclosure of all convictions and acknowledges that employment may be terminated if there are discrepancies; and
- C. the hiring occurs during the school year or not more than thirty (30) days before the beginning of the school year.

¹ Individuals who submit and receive such criminal history record checks on behalf of the District must be direct employees of the District. Notwithstanding this, Information Technology contractors and vendors may be granted access to CHRI subject to successful completion of a national fingerprint-based criminal history record check as detailed in Policy 8321.

**BOARD OF EDUCATION
OWOSSO PUBLIC SCHOOLS**

ADMINISTRATION
1421/page 3 of 5

Individuals working in multiple districts may authorize the release of a prior criminal history records check with another district in lieu of an additional check for either direct employment or working regularly and consistently under contract in the schools.

Individuals who previously received a statutorily required criminal background check and who have been continuously employed by a school district, intermediate school district, public school academy or non-public school within the State, with no separation, may have their previous record check sent to the District in lieu of submitting to a new criminal background check. If this method is used, the Superintendent must confirm that the record belongs to that individual and whether there have been any additional convictions by processing the individual's name, sex and date of birth through the Internet Criminal History Access Tool (ICHAT).

"No separation," for purposes of the preceding paragraph, means a lay off or leave of absence of less than twelve (12) months with the same employer; or the employee transfers without a break in service to another school district, intermediate school district, public school academy or non-public school within the State.

All criminal history record check reports received from the State Police or produced by the State Police and received by the District from another proper source, will be maintained in the individual's confidential file, which must be maintained in compliance with Policy 8321 and AG 8321.

When the District receives a report that shows an individual has been convicted of a listed offense under State statutes or any felony, the Superintendent shall take steps to verify that information using public records, in accordance with the procedures provided by the State Department of Education.

Verified convictions may result in termination of employment or rejection of an application. The District will not hire or continue to employ any individual, either directly or as a contracted employee to work regularly and continuously in the schools, who has been convicted of a "listed" offense as defined in M.C.L. 28.722. The District will not hire or continue to employ any individual, either directly or as a contracted employee to work regularly and continuously in the schools, who has been convicted of any felony unless both the Superintendent and the Board provide written approval.

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The District must report as directed by and to the State Department of Education the verified information regarding conviction for any listed offense or conviction for any felony and the action taken by the District with regard to such conviction. Such report shall be filed within sixty (60) days of receipt of the original report of the conviction.

The Superintendent shall establish the necessary procedures for obtaining from the Criminal Records Division of the State Police any criminal history on the applicant maintained by the State Police. In addition, the Superintendent shall request the State Police to obtain a criminal history records check from the Federal Bureau of Investigation.

An applicant must

() submit, at no expense to the District,

or

() provide, at the District's expense,

a set of fingerprints, prepared by an entity approved by the Michigan State Police, as part of his/her employment application or as required by State law for continued employment.

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Confidentiality

All information and records obtained from such criminal background inquiries and disclosures are to be considered confidential and shall not be released or disseminated to those who have not been given access to CHRI by the Superintendent. Violation of confidentiality is considered a misdemeanor punishable by a fine up to \$10,000.

Any notification received from the Michigan Department of Education or Michigan State Police regarding District employees with criminal convictions shall be exempt from disclosure under the Freedom of Information Act (FOIA) for the first fifteen (15) days until the accuracy of the information can be verified. Thereafter, only information about felony convictions or misdemeanor convictions involving physical or sexual abuse may be disclosed in reference to a FOIA request.

Criminal history reports may be released with the written authorization of the individual.

Records may also be released, in accordance with statute, upon the request of a school district, intermediate school district, public school academy or non-public school when the individual is an applicant for employment at such school and there has been no separation from service, as defined in this policy and by statute.

M.C.L. 380.1230 et. seq., 380.1535, 380.1535a, 380.1809, 28.722

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REVISED POLICY - VOL. 31, NO. 2

CRIMINAL HISTORY RECORD CHECK

Before the District hires any employee (full or part-time) or allows any individual under contract to continuously and regularly work in the schools, a criminal history records check shall be conducted in accordance with State law.

"Under contract" shall apply to individuals, as well as owners and employees of entities, who contract directly with the District or with a third party vendor, management company, or similar contracting entity to provide food, custodial, transportation, counseling or administrative services on more than an intermittent or sporadic basis. It shall also apply to individuals or entities providing instructional services to students or related auxiliary services to special education students.

Prior to allowing an individual, who is subject to the criminal history record check requirement, to work in the District, the District shall submit a fingerprint-based check on the individual, using Michigan State Police (MSP) Form RI-030 (7/2012), regardless of whether the individual will work directly for the District or be contracted through a third-party vendor, management company or similar contracting entity ("Private Contractors"). Except as provided below, the report from the MSP must be received, reviewed and approved by the District prior to the individual commencing work.

Such Private Contractors cannot receive or retain criminal history record information ("CHRI").¹ Where the District will contract with a Private Contractor for the services of an individual, the District will notify the Private Contractor(s), after review of the MSP report, whether the individual has been approved to work within the District. The District may not give any details, including the fact that a criminal history check was run. Notice for approval to work in the District should use the Affidavit of Assignment or similar "red light/green light" procedure.

¹ Individuals who and receive such criminal history record checks on behalf of the District must be direct, employees of the District. Notwithstanding this, Information Technology contractors and vendors may be granted access to CHRI subject to successful completion of a national fingerprint-based criminal history record check as detailed in Policy 8321., ~~contractors, vendors or similar classification.~~

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Should it be necessary to employ a person or contract for a person to maintain continuity of the program prior to receipt of the criminal history report, the Superintendent may contract on a provisional basis until the report is received. Any such provisional hire requires that:

- A. the record check has been requested;
- B. the applicant has signed a disclosure of all convictions and acknowledges that employment may be terminated if there are discrepancies; and
- C. the hiring occurs during the school year or not more than thirty (30) days before the beginning of the school year.

For substitute teachers or substitute bus drivers currently working in another district, public school academy or non-public school in the State, the Superintendent may use a report received from the State Police by such school to confirm the individual has no criminal history. Absent such confirmation, a criminal history record check shall be performed.

Individuals working in multiple districts may authorize the release of a prior criminal history records check with another district in lieu of an additional check for either direct employment or working regularly and consistently under contract in the schools.

Individuals who previously received a statutorily required criminal background check and who have been continuously employed by a school district, intermediate school district, public school academy or non-public school within the State, with no separation, may have their previous record check sent to the District in lieu of submitting to a new criminal background check. If this method is used, the Superintendent must confirm that the record belongs to that individual and whether there have been any additional convictions by processing the individual's name, sex and date of birth through the Internet Criminal History Access Tool (ICHAT).

"No separation," for purposes of the preceding paragraph, means a lay off or leave of absence of less than twelve (12) months with the same employer; or the employee transfers without a break in service to another school district, intermediate school district, public school academy or non-public school within the State.

All criminal history record check reports received from the State Police or produced by the State Police and received by the District from another proper source, will be maintained in the individual's **personnel record confidential file, which must be maintained in compliance with Policy 8321 and AG 8321.**

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When the District receives a report that shows an individual has been convicted of a listed offense under State statutes or any felony, the Superintendent shall take steps to verify that information using public records, in accordance with the procedures provided by the State Department of Education.

Verified convictions may result in termination of employment or rejection of an application. The District will not hire or continue to employ any individual, either directly or as a contracted employee to work regularly and continuously in the schools, who has been convicted of a "listed" offense as defined in M.C.L. 28.722. The District will not hire or continue to employ any individual, either directly or as a contracted employee to work regularly and continuously in the schools, who has been convicted of any felony unless both the Superintendent and the Board provide written approval.

The District must report as directed by and to the State Department of Education the verified information regarding conviction for any listed offense or conviction for any felony and the action taken by the District with regard to such conviction. Such report shall be filed within sixty (60) days of receipt of the original report of the conviction.

The Superintendent shall establish the necessary procedures for obtaining from the Criminal Records Division of the State Police any criminal history on the applicant maintained by the State Police. In addition, the Superintendent shall request the State Police to obtain a criminal history records check from the Federal Bureau of Investigation.

An applicant must submit, at no expense to the District, a set of fingerprints, prepared by an entity approved by the Michigan State Police, as part of his/her employment application or as required by State law for continued employment.

Confidentiality

All information and records obtained from such criminal background inquiries and disclosures are to be considered confidential and shall not be released or disseminated to those who have not been given access to CHRI by the Superintendent. Violation of confidentiality is considered a misdemeanor punishable by a fine up to \$10,000.

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Any notification received from the Michigan Department of Education or Michigan State Police regarding District employees with criminal convictions shall be exempt from disclosure under the Freedom of Information Act (FOIA) for the first fifteen (15) days until the accuracy of the information can be verified. Thereafter, only information about felony convictions or misdemeanor convictions involving physical or sexual abuse may be disclosed in reference to a FOIA request.

Criminal history reports may be released with the written authorization of the individual.

Records may also be released, in accordance with statute, upon the request of a school district, intermediate school district, public school academy or non-public school when the individual is an applicant for employment at such school and there has been no separation from service, as defined in this policy and by statute.

M.C.L. 380.1230 et. seq., 380.1535, 380.1535a, 380.1809, 28.722

Revised 2/13/06
Revised 4/06
Revised 12/11/06
Revised 5/14/07
Revised 11/24/08
Revised 5/12/14
Revised 6/2017
Revised 12/2017

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REVISED POLICY - VOL. 31, NO. 2

CRIMINAL HISTORY RECORD CHECK

Before the District hires any employee (full or part-time) or allows any individual under contract to continuously and regularly work in the schools, a criminal history records check shall be conducted in accordance with State law.

"Under contract" shall apply to individuals, as well as owners and employees of entities, who contract directly with the District or with a third-party vendor, management company, or similar contracting entity, to provide food, custodial, transportation, counseling or administrative services on more than an intermittent or sporadic basis. It shall also apply to individuals or entities providing instructional services to students or related auxiliary services to special education students.

Prior to allowing an individual, who is subject to the criminal history record check requirement, to work in the District, the District shall submit a fingerprint-based check on the individual, using Michigan State Police (MSP) Form RI-030 (7/2012), regardless of whether the individual will work directly for the District or be contracted through a third-party vendor, management company or similar contracting entity ("Private Contractors"). Except as provided below, the report from the MSP must be received, reviewed and approved by the District prior the individual commencing work.

Such Private Contractor(s) cannot receive or retain criminal history record information ("CHRI").¹ Where the District will contract with a Private Contractor for the services of an individual, the District will notify the Private Contractor(s), after review of the MSP report, whether the individual has been approved to work within the District. The District may not give any details, including the fact that a criminal history check was run. Notice for approval to work in the District should use the Affidavit of Assignment or similar "red light/green light" procedure.

¹ Individuals who and receive such criminal history record checks on behalf of the District must be direct, employees of the District. Notwithstanding this, Information Technology contractors and vendors may be granted access to CHRI subject to successful completion of a national fingerprint-based criminal history record check as detailed in Policy 8321.

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Should it be necessary to employ a person or contract for a person to maintain continuity of the program prior to receipt of the criminal history report, the Superintendent may contract on a provisional basis until the report is received. Any such provisional hire requires that:

- A. the record check has been requested;
- B. the applicant has signed a disclosure of all convictions and acknowledges that employment may be terminated if there are discrepancies; and
- C. the hiring occurs during the school year or not more than thirty (30) days before the beginning of the school year.

Such an inquiry shall also be made for regular substitutes who may be employed by the District. A substitute support staff person shall be required to submit to a criminal history records check even if such work is only as needed.

Individuals working in multiple districts may authorize the release of a prior criminal history records check with another district in lieu of an additional check for either direct employment or working regularly and consistently under contract in the schools.

Individuals who previously received a statutorily required criminal background check and who have been continuously employed by a school district, intermediate school district, public school academy or non-public school within the State, with no separation, may have their previous record check sent to the District in lieu of submitting to a new criminal background check. If this method is used, the Superintendent must confirm that the record belongs to that individual and whether there have been any additional convictions by processing the individual's name, sex and date of birth through the Internet Criminal History Access Tool (ICHAT).

"No separation," for purposes of the preceding paragraph, means a lay off or leave of absence of less than twelve (12) months with the same employer; or the employee transfers without a break in service to another school district, intermediate school district, public school academy or non-public school within the State.

All criminal history record check reports received from the State Police or produced by the State Police and received by the District from another proper source, will be maintained in the individual's ~~personnel record~~ **confidential file, which must be maintained in compliance with Policy 8321 and AG 8321.**

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When the District receives a report that shows an individual has been convicted of a listed offense under State statutes or any felony, the Superintendent shall take steps to verify that information using public records, in accordance with the procedures provided by the State Department of Education.

Verified convictions may result in termination of employment or rejection of an application. The District will not hire or continue to employ any individual, either directly or as a contracted employee to work regularly and continuously in the schools, who has been convicted of a "listed" offense as defined in M.C.L. 28.722. The District will not hire or continue to employ any individual, either directly or as a contracted employee to work regularly and continuously in the schools, who has been convicted of any felony unless both the Superintendent and the Board provide written approval.

The District must report as directed by and to the State Department of Education the verified information regarding conviction for any listed offense or conviction for any felony and the action taken by the District with regard to such conviction. Such report shall be filed within sixty (60) days of receipt of the original report of the conviction.

The Superintendent shall establish the necessary procedures for obtaining from the Criminal Records Division of the State Police any criminal history on the applicant maintained by the State Police. In addition, the Superintendent shall request the State Police to obtain a criminal history records check from the Federal Bureau of Investigation.

An applicant must submit, at no expense to the District, a set of fingerprints, prepared by an entity approved by the Michigan State Police, as part of his/her employment application or as required by State law for continued employment.

Confidentiality

All information and records obtained from such inquiries and disclosures are to be considered confidential and shall not be released or disseminated to those who have not been given access to CHRI by the Superintendent. ~~not directly involved in evaluating the applicant's qualifications. Records involving misdemeanor convictions for sexual or physical abuse or any felony are not subject to these restrictions.~~ Violation of confidentiality is considered a misdemeanor punishable by a fine up to \$10,000.

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Any notification received from the Michigan Department of Education or Michigan State Police regarding District employees with criminal convictions shall be exempt from disclosure under the Freedom of Information Act (FOIA) for the first fifteen (15) days until the accuracy of the information can be verified. Thereafter, only information about felony convictions or misdemeanor convictions involving physical or sexual abuse may be disclosed in reference to a FOIA request.

Criminal history reports may be released with the written authorization of the individual.

Records may also be released, in accordance with statute, upon the request of a school district, intermediate school district, public school academy or non-public school when the individual is an applicant for employment at such school and there has been no separation from service, as defined in this policy and by statute.

M.C.L. 380.1230 et seq., 380.1535, 380.1535a, 380.1809, 28.722

Revised 2/13/06
Revised 4/06
Revised 12/11/06
Revised 5/14/07
Revised 11/24/08
Revised 5/12/14
Revised 6/17
Revised 12/17

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REVISED POLICY - VOL. 32, NO. 1**CRIMINAL HISTORY RECORD CHECK**

Before the District hires any employee (full or part-time) or allows any individual under contract to continuously and regularly work in the schools, a criminal history records check shall be conducted in accordance with State law.

"Under contract" shall apply to individuals, as well as owners and employees of entities, who contract directly with the District or with a third-party vendor, management company, or similar contracting entity, to provide food, custodial, transportation, counseling or administrative services on more than an intermittent or sporadic basis. It shall also apply to individuals or entities providing instructional services to students or related auxiliary services to special education students.

Prior to allowing an individual, who is subject to the criminal history record check requirement, to work in the District, the District shall submit a fingerprint-based check on the individual, using Michigan State Police (MSP) Form RI-030 (7/2012), regardless of whether the individual will work directly for the District or be contracted through a third-party vendor, management company or similar contracting entity ("Private Contractors"). Except as provided below, the report from the MSP must be received, reviewed and approved by the District prior to the individual commencing work.

Such Private Contractors cannot receive or retain criminal history record information ("CHRI").¹ Where the District will contract with a Private Contractor for the services of an individual, the District shall notify the Private Contractor(s), after review of the MSP report, whether the individual has been approved to work within the District. The District may not give any details, including the fact that a criminal history check was run. Notice for approval to work in the District should use the Affidavit of Assignment or similar "red light/green light" procedure.

¹ Individuals who act on behalf of the District, work on a regular or continuous basis in the District, are involved in the hiring process of District employees, and have successfully undergone a fingerprint-based criminal history record check by the District, may continue to submit and receive such criminal history record checks on behalf of the District, regardless of their status as employees, contractors, vendors or similar classification.

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Should it be necessary to employ a person or contract for a person to maintain continuity of the program prior to receipt of the criminal history report, the Superintendent may contract on a provisional basis until the report is received. Any such provisional hire requires that:

- A. the record check has been requested;
- B. the applicant has signed a disclosure of all convictions and acknowledges that employment may be terminated if there are discrepancies; and
- C. the hiring occurs during the school year or not more than thirty (30) days before the beginning of the school year.

For substitute teachers or substitute bus drivers currently working in another district, public school academy or non-public school in the State, the Superintendent may use a report received from the State Police by such school to confirm the individual has no criminal history. Absent such confirmation, a criminal history record check shall be performed.

Individuals working in multiple districts may authorize the release of a prior criminal history records check with another district in lieu of an additional check for either direct employment or working regularly and consistently under contract in the schools.

Individuals who previously received a statutorily required criminal background check and who have been continuously employed by a school district, intermediate school district, public school academy or non-public school within the State, with no separation, may have their previous record check sent to the District in lieu of submitting to a new criminal background check. If this method is used, the Superintendent must confirm that the record belongs to that individual and whether there have been any additional convictions by processing the individual's name, sex and date of birth through the Internet Criminal History Access Tool (ICHAT).

"No separation," for purposes of the preceding paragraph, means a layoff or leave of absence of less than twelve (12) months with the same employer; or the employee transfers without a break in service to another school district, intermediate school district, public school academy or non-public school within the State.

All criminal history record check reports received from the State Police or produced by the State Police and received by the District from another proper source will be maintained in the individual's **personnel record confidential file, which must be maintained in compliance with Policy 8321 and AG 8321.**

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When the District receives a report that shows an individual has been convicted of a listed offense under state statutes or any felony, the Superintendent shall take steps to verify that information using public records, in accordance with the procedures provided by the State Department of Education.

Verified convictions may result in termination of employment or rejection of an application. The District will not hire or continue to employ any individual, either directly or as a contracted employee to work regularly and continuously in the schools, who has been convicted of a "listed" offense as defined in M.C.L. 28.722. The District will not hire or continue to employ any individual, either directly or as a contracted employee to work regularly and continuously in the schools, who has been convicted of any felony unless both the Superintendent and the Board provide written approval.

The District must report as directed by and to the State Department of Education the verified information regarding conviction for any listed offense or conviction for any felony and the action taken by the District with regard to such conviction. Such report shall be filed within sixty (60) days or receipt of the original report of the conviction.

The Superintendent shall establish the necessary procedures for obtaining from the Criminal Records Division of the State Police any criminal history on the applicant maintained by the State Police. In addition, the Superintendent shall request the State Police to obtain a criminal history records check from the Federal Bureau of Investigation.

An applicant must submit, at no expense to the District, a set of fingerprints, prepared by an entity approved by the Michigan State Police, upon receiving an offer of employment, or as required by State law for continued employment.

Confidentiality

All information and records obtained from such criminal background inquiries and disclosures are to be considered confidential and shall not be released or disseminated to those not directly involved in evaluating the applicant's qualifications. Records involving misdemeanor convictions for sexual or physical abuse or any felony are not subject to these restrictions. Violation of confidentiality is considered a misdemeanor punishable by a fine up to \$10,000.

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Any notification received from the Michigan Department of Education or Michigan State Police regarding District employees with criminal convictions shall be exempt from disclosure under the Freedom of Information Act (FOIA) for the first fifteen (15) days until the accuracy of the information can be verified. Thereafter, only information about felony convictions or misdemeanor convictions involving physical or sexual abuse may be disclosed in reference to a FOIA request.

Criminal history reports may be released with the written authorization of the individual.

Records may also be released, in accordance with statute, upon the request of a school district, intermediate school district, public school academy or non-public school when the individual is an applicant for employment at such school and there has been no separation from service, as defined in this policy and by statute.

M.C.L. 380.1230 et. seq., 380.1535, 380.1535a, 380.1809, 28.722

Adopted 3/24/14
Revised: 12/2017

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**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
December 11, 2017
Report 17-61**

FOR ACTION

Subject:

New Policy 1439, Revised Policies 3139 and 4139 –Discipline: Administration, Professional, and Support Staff, 2nd readings

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd readings: **New Policy 1421, Revised Policies 3139 and 4139 –Discipline: Administration, Professional, and Support Staff**

Facts / Statistics:

The revisions to policies 3139 and 4139 covering professional and support staff are being proposed to reflect the authorization to impose a financial penalty as may be required by MCL 388.1766. Other language revisions are intended to provide concise and consistent disciplinary action, when necessary. The proposal of adding policy 1439 reflects the revisions required for 3139 and 4139 and outlines similar information on investigations and disciplines for administrators.

The revisions and adoption of the new policy covering administration reflects the current state of law and should be adopted to maintain accurate policies.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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OWOSSO PUBLIC SCHOOLS**

ADMINISTRATION
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NEW POLICY - VOL. 32, NO. 1

ADMINISTRATOR DISCIPLINE

Whenever it becomes necessary to discipline an Administrator, the Superintendent, ~~or the Board if the Superintendent is the subject of the disciplinary action,~~ shall utilize the following principles and procedures. The Board, or its designee, shall utilize the following principles and procedures if the Superintendent is the subject of the disciplinary action.

~~Discipline, discharge and demotion shall occur in accordance with the statutory requirements of the Revised School Code.~~

The Superintendent/Board shall conduct an investigation of any alleged act or omission by an Administrator that could result in disciplinary action. The Administrator shall be provided with oral or written notice of the issue or incident being investigated.

The investigation shall include, at a minimum, interviews of appropriate persons and a meeting with the subject Administrator to allow the Administrator an opportunity to respond to the complaint. Prior notice of this meeting shall be provided to the Administrator for any discipline that may result in a suspension or loss of pay.

After completion of the investigation, if discipline is to be imposed, the Administrator shall receive written notice of the discipline and this notice shall also be placed in the Administrator's file.

Discipline may include, but is not limited to:

- A. written warning;
- B. written reprimand;
- C. suspension (paid or unpaid);
- D. discharge;
- E. financial penalty in accordance with Michigan law.

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ADMINISTRATION
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The District does not have to apply discipline in a progressive manner, but, rather, may impose discipline consistent with seriousness of the Administrator's conduct, as determined by the District. Additionally, nothing in this policy limits the District's right to take other appropriate action, such as placing an Administrator on administrative leave during the pendency of an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

- [X] If it appears that disciplinary action beyond written reprimand may be necessary, the Superintendent should contact the Board to discuss the disciplinary action that is to be taken.
- [X] The Superintendent's decision to impose any disciplinary action that is not subject to Board review, ~~as described below,~~ is final.

Discharge, demotion or non-renewal of an Administrator may only be imposed by the Board in adherence with the requirements of the Revised School Code.

policy

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REVISED POLICY - VOL. 32, NO. 1

STAFF DISCIPLINE

Whenever it becomes necessary to discipline a member of the staff, the Superintendent shall utilize related procedures described in the current negotiated agreement, ~~if applicable. To the extent not inconsistent with the current negotiated agreement, the following principles and procedures will be utilized:~~

A teacher may only be discharged, demoted or otherwise disciplined for a reason that is not arbitrary or capricious. In all instances, discipline, discharge and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.

~~The teacher shall be provided with oral or written notice of the issue or incident being investigated by the appropriate administrator.~~

The administrator/Superintendent shall conduct an investigation of any alleged act or omission by a teacher that could result in disciplinary action. ~~The teacher shall be provided with oral or written notice of the issue or incident being investigated. The investigation shall include, at a minimum, interviews of appropriate persons and a meeting with the subject teacher and, if requested or if required by the bargaining agreement, his/her designated representative (either another employee or a union representative if part of a bargaining unit). The teacher shall be advised of the alleged act or omissions and provided an opportunity to respond to the complaint. Prior notice of this meeting shall be provided to the teacher for any discipline that will result in a suspension or loss of pay. The meeting shall not proceed without the teacher's designated representative; however, the meeting shall not be unduly delayed to secure the attendance of the teacher's preferred representative. The District may substitute another representative from the union to timely process the investigation.~~

The investigation shall include, at a minimum, interviews of appropriate persons and a meeting with the subject teacher and, if requested or if required by the bargaining agreement, his/her designated representative (either another employee or a union representative if part of a bargaining unit) to allow the teacher an opportunity to respond to the complaint. Prior notice of this meeting shall be provided to the teacher for any discipline that may result in a suspension or loss of pay. The meeting shall not proceed without the teacher's designated representative; however, the meeting shall not be unduly delayed to secure the attendance of the teacher's preferred representative. The District

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may substitute another representative from the union to timely process the investigation.

After completion of the investigation, if discipline is to be imposed, the teacher shall receive written notice of the discipline and this notice shall also be placed in the teacher's file.

Discipline ~~can~~ **may** include, but is not limited to:

- A. written warning;
- B. written reprimand;
- C. suspension (paid or unpaid);
- D. discharge.
- E. financial penalty in accordance with Michigan law.**

policy

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The District does not have to apply discipline in a progressive manner, but, rather, may impose discipline consistent with **the** seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this policy limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during the pendency of an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

If it appears that disciplinary action beyond written reprimand may be necessary, the administrator should contact the Superintendent to discuss the disciplinary action that is to be taken.

The administrator's decision to impose any disciplinary action that is not subject to Board review, as described below, is final.

The following disciplinary actions may only be imposed by the Board in adherence with the requirements of the Teacher Tenure Act:

- A. discharge of a tenured or probationary teacher;
- B. demotion of a tenured teacher (which includes suspension for fifteen (15) or more consecutive days without pay or a reduction in compensation by more than equivalent of thirty (30) days compensation in one (1) school year);
- C. non-renewal of a probationary teacher;
- D. ~~discharge, demotion or non-renewal of an administrator.~~**

M.C.L. 38.74, et seq. 38.74, 380.1230d, 380.1535a

Revised 8/27/12
Revised 6/22/15
Revised 12/2017

NEOLA 2017

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REVISED POLICY - VOL. 32, NO. 1

STAFF DISCIPLINE

Whenever it becomes necessary to discipline a member of the staff, the Board of Education directs the Superintendent to utilize **the procedures set out below and any** related procedures described in the current negotiated agreement, if applicable.

The Superintendent or his/her designee shall conduct an investigation of any alleged act or omission that could lead to disciplinary action, as appropriate to the situation. The investigation shall include, at a minimum, providing the employee with reasonable notice and the opportunity to respond to the complaint. If the investigation includes a meeting with the employee, prior notice of this meeting shall be provided to the employee for any discipline that may result in a suspension or loss of pay. The meeting shall not proceed without the employee's designated representative; however, the meeting shall not be unduly delayed to secure the attendance of the preferred representative. The District may substitute another representative from the union to timely process the investigation.~~Using due process procedures, the Superintendent shall conduct an investigation, as appropriate to the situation, including providing the employee with reasonable notice and the opportunity to respond. If it appears that disciplinary action beyond verbal reprimand may be necessary, s/he may contact the school attorney to determine the disciplinary action that should be taken and so inform the Board President who shall determine whether or not a report should be made to the Board in open session, unless a closed session is requested by the staff member.~~

Discipline may include, but is not limited to:

- A. written warning;
- B. written reprimand;
- C. suspension (paid or unpaid);

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SUPPORT STAFF
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- D. discharge;
- E. financial penalty in accordance with Michigan law.

The District does not have to apply discipline in a progressive manner, but, rather, may impose discipline consistent with the seriousness of the staff member's conduct, as determined by the District.

~~A suspension without pay may be invoked. The length of the suspension will be at the discretion of the Superintendent according to the severity of the violation.~~— The Board requires that before **such** a suspension is invoked the Superintendent contact the school attorney.

The Board requires that all disciplinary actions involving loss of pay, ~~and/or~~ suspension **or termination** be submitted to the Board for review as soon as possible after the action has been taken.

The Superintendent should ascertain whether or not the staff member wishes such a report to be made in a closed session of the Board, **if a closed session is permitted by the Open Meetings Act.**

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
December 11, 2017
Report 17-62

FOR ACTION

Subject:

New policy 2410 – Prohibition of Referral or Assistance and Revised Policy 2414 – Reproductive Health and Family Planning, 2nd readings

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd readings: **New policy 2410 – Prohibition of Referral or Assistance and Revised Policy 2414 – Reproductive Health and Family Planning**

Facts / Statistics:

This new policy is issued in accordance with MCL 388.1766 which prohibits any officer, agent, or employee of the Board from referring a pupil for an abortion or assisting a pupil in obtaining an abortion. The law requires such adoption before the 2019-2020 school year however, in order to reflect the current state of law, adoption has been recommended. It should be noted that the provisions of this change in law have been reflected in the proposed revisions to policies 3139 and 4139 pertaining to discipline of professional and support staff as well as also contained in 1439 for Administrative staff. In addition, revisions to policy 2414 reflect the abortion prohibition cited in Michigan statute and also focus on the specific requirements for the reproductive health and family instruction.

These revisions reflect the provisions of law and should be adopted to assure that policies are compliance with Michigan Compiled Law.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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OWOSSO PUBLIC SCHOOL DISTRICT**

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NEW POLICY - VOL. 32, NO. 1

PROHIBITION OF REFERRAL OR ASSISTANCE

In accordance with Michigan statute, any officer, agent, or employee of the Board of Education is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion.

Whenever it becomes necessary to discipline a member of the staff for violation of this policy, the Superintendent shall utilize related procedures described in the Staff Discipline Policy 1439, Policy 3139, and Policy 4139 or the current negotiated agreement, if applicable.

Using due-process procedures, the Superintendent shall conduct an investigation, as appropriate to the situation, including providing the employee with reasonable notice and the opportunity to respond.

If it is determined that any officer, agent, or employee of the Board has violated this policy, the Board shall apply a financial penalty against such individual that is equivalent to not less than three percent (3%) of that individual's annual compensation.

The District shall refund to the State School Aid fund an amount of money equal to the amount of the penalty or fine.

M.C.L. 388.1766

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REVISED POLICY - VOL. 32, NO. 1

REPRODUCTIVE HEALTH AND FAMILY PLANNING

The Board of Education directs that instruction be provided on the principal modes by which dangerous communicable diseases, including HIV and AIDS, are spread and the best methods for the restriction and prevention of these diseases. The instruction shall stress that abstinence from sex is the only protection that is 100% effective against unplanned pregnancy and sexually transmitted diseases, including HIV and AIDS, and that abstinence is a positive lifestyle for unmarried young people.

~~The Board of Education directs that students receive instruction in reproductive health and family planning. "Reproductive Health" shall be defined as that state of an individual's well-being which involves the reproductive system and its physiological, psychological, and endocrinological functions.~~

No person shall dispense or otherwise distribute in a District school or on District school property a family planning drug or device. Additionally, any officer, agent, or employee of the Board is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion.

~~In addition, students are to be provided instruction in the recognition, prevention, and treatment of noncasual contact communicable diseases such as venereal diseases, HBV, and HIV; and the use of abstinence from sex as a responsible method for restriction and prevention of noncasual contact communicable disease and as a positive life-style for unmarried young people.~~

The Board accepts as policy the guidelines entitled "Sex Education Guidelines including Reproductive Health and Family Planning" established by the Michigan Department of Education. A copy shall be available for inspection in the Board office.

Each person who teaches K to 12 students about human immunodeficiency virus infection and acquired immunodeficiency syndrome shall have training in human immunodeficiency virus infection and acquired immunodeficiency syndrome education for young people. Licensed health care professionals who have received training on human immunodeficiency virus infection and acquired immunodeficiency syndrome are exempt from this requirement.

~~A citizens' advisory committee shall be established, in accordance with Board Policy 9140, in order to ensure the effective participation of parents and community groups in the design and implementation of this program area.~~

~~Teacher consultants to the District will meet preparatory criteria established by the State guidelines before participating in sex education instructional activities.~~

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The District shall notify the parents, in advance of the instruction and about the content of the instruction, give the parents an opportunity, prior to instruction, to review the materials to be used (other than tests), as well as the opportunity to observe the instruction, and advise the parents of their right to have their child excused from the instruction.

~~The Superintendent shall prepare regulations to implement these recommended guidelines which are to include at least two (2) public hearings on any revisions to any of the curricula described above. Such hearings shall be conducted in compliance with State law.~~

Before any revisions to the curriculum on the subjects taught pursuant to M.C.L. 380.1169 are implemented, 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. 380.1507.

M.C.L.A. 380.1169, **380.1507, 388.1766**
A.C. Rule 388.273 et seq.

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OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
December 11, 2017
Report 17-63

FOR ACTION

Subject:

New policy 2418 – Sex Education, 1st reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **New policy 2418 – Sex Education**

Facts / Statistics:

This new policy provides the necessary authorization and structure if the district chooses to provide sex education instruction. Teacher qualifications and the elective status of such a class/program are addressed. The required sex education advisory board is included, along with the abortion prohibition.

This new policy is being offered and recommended by NEOLA for adoption if the district authorizes instruction in sex education.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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NEW POLICY - VOL. 32, NO. 1

SEX EDUCATION

In accordance with Michigan statute, the Board of Education authorizes instruction in sex education. Such instruction may include family planning, human sexuality, and the emotional, physical, psychological, hygienic, economic, and social aspects of family life. Instruction may also include the subjects of reproductive health and the recognition, prevention, and treatment of sexually transmitted disease.

The instruction described in this policy shall stress that abstinence from sex is a responsible and effective method of preventing unplanned or out-of-wedlock pregnancy and sexually transmitted disease 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 his or her 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.

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The District shall provide the instruction by teachers qualified to teach health education. 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 sex, pregnancy, and sexually transmitted 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, 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.

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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 sexually 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.

Each person who provides instruction to K to 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 the 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. Additionally, any officer, agent, or employee of the Board is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion.

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 380.1507. 380.1169. 388.1766

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
December 11, 2017
Report 17-64

FOR ACTION

Subject:

**Revised Policies 7540.03 and 7540.04 – Acceptable Use and Safety: Students and Staff;
 Revised Policy 7540.05 and New Policy 7540.06 – District-Issued Email Accounts: Staff and
 Students, 2nd readings**

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd readings: **Revised Policies 7540.03 and
 7540.04 – Acceptable Use and Safety: Students and Staff; Revised Policy 7540.05 and New
 Policy 7540.06 – District-Issued Email Accounts: Staff and Students**

Facts / Statistics:

The revisions and addition of Policy 7540.06 are intended to reflect the changes and definitions associated with technology that have taken place since original adoption of these policies over the years. Such terms as technology resources, personal communication devices etc... are more clearly defined in today's terms. In addition, strengthening the language regarding illegal uses and appropriate uses of the technology including District email accounts being offered by the District have been reviewed and changed where necessary.

NEOLA has presented this special Information and Technology supplement to assist District's in keeping technology policies that are up to date and relevant. Such policies are recommended by NEOLA for adoption.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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REVISED POLICY - TECHNOLOGY UPDATE - PHASE III

STUDENT EDUCATION ~~TECHNOLOGY~~ ACCEPTABLE USE AND SAFETY

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The Board of Education provides Education Technology Resources (as defined in Bylaw 0100) to support the educational and professional needs of its students and staff. With respect to students, District Technology Resources afford them the opportunity to so that students can acquire the skills and knowledge to learn effectively and live productively in a digital world. The Board of Education provides students with access to the Internet for limited educational purposes only and utilizes online educational services to enhance the instruction delivered to its students. The District's computer network and Internet system does not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

The Board regulates the use of District Technology Resources by principles consistent with applicable local, State, and Federal laws, the District's educational mission, and articulated expectations of student conduct as delineated in the Student Code of Conduct. This policy and its related administrative guidelines and the Student Code of Conduct govern students' use of the District's District Technology Resources and students' computers, laptops, tablets, personal communication devices when they are connected to the District computer network, Internet connection, and/or online educational services/apps, or when used while the student is on Board-owned property or at a Board-sponsored activity (as defined by see Policy 5136). ~~network, and Internet connection and online educational services ("Education Technology" or "Ed Tech").~~ The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Education Technology. Users have no right or expectation to privacy when using the Ed Tech (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity while on the network and Internet).

Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right or expectation to privacy when using District Technology Resources (including, but not limited to, privacy in the content of their

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personal files, e-mails, and records of their online activity when using the District's computer network and/or Internet connection).

First, ~~and foremost,~~ the Board may not be able to technologically limit access to ~~services~~ through the District's ~~Educational Technology~~ **Technology Resources** to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, will open classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures ~~which that~~ protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or the Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. ~~The Superintendent or Network Coordinator may temporarily or permanently unblock access to websites or online education services containing appropriate material, if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures. The technology protection measures may not be disabled at any time that students may be using District Technology Resources, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any student who attempts to disable the technology protection measures will be subject to discipline.~~

The Superintendent or Network coordinator may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material, if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures.

Parents/~~guardians~~ are advised that a determined user may be able to gain access to services ~~and/or resources~~ on the Internet that the Board has not authorized for

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educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to information and communications that they and/or their parents/guardians may find inappropriate, offensive, objectionable or controversial. ~~Parents/Guardians assume risks by consenting to allow their child to participate in the use of the Internet.~~ Parents/Guardians of minors are responsible for setting and conveying the standards that their children should follow when using the internet Education Technology. ~~The Board supports and respects each family's right to decide whether to apply for independent student access to the Education Technology.~~

~~The technology protection measures may not be disabled at any time that students may be using the Education Technology, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any student who attempts to disable the technology protection measures will be subject to discipline.~~

Pursuant to Federal law, students shall receive education about the following:

- A. safety and security while using e-mail, chat rooms, social media, and other forms of direct electronic communications
- B. the dangers inherent with the online disclosure of personally identifiable information
- C. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc...) cyberbullying and other unlawful or inappropriate activities by students online, and

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- D. unauthorized disclosure, use, and dissemination of personally-identifiable information regarding minors

Staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above. Furthermore, staff members will monitor the online activities of students while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

Building principals are responsible for providing training so that Education Technology users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the **Education Technology District Technology Resources**. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on ~~social networking websites and~~ in chat rooms, and cyberbullying awareness and response. All **Internet of District Technology Resources** users (and their parents if they are minors) are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

~~Students and staff members~~ are responsible for good behavior **when using District Technology Resources - i.e., behavior comparable to that expected of students when on the District's computers/network and the Internet just as** they are in classrooms, school hallways, and other school premises and school sponsored events. Communications on the Internet are often public in nature. General school rules for behavior and communication apply. The Board does not **approve sanction** any use of **the Education Technology District Technology Resources** that are **is** not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines.

~~Students shall not access social media for personal use from the District's network, but shall be permitted to access social media for educational use in accordance with their teacher's approved plan for such use. may only use District Technology Resources to access or use social media if it is done for educational purposes in accordance with their teacher's approved plan for such use.~~

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users ~~of the District's Education Technology~~ are personally **responsible and liable**, both civilly and criminally, for uses of **the Education Technology District Technology Resources** that are not authorized by this **Board** policy and its accompanying guidelines.

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The Board designates the Superintendent and Network Coordinator as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to **the students'** use of the **District's Education Technology and the Internet for instructional purposes District Technology Resources.**

P.L. 106-554, Children's Internet Protection Act of 2000
P.L. 110-385, Title II, Protecting Children in the 21st Century Act
18 U.S.C. 1460
18 U.S.C. 2246
18 U.S.C. 2256
20 U.S.C. 6777, 9134 (2003)
20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965,
as amended (2003)
47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)
47 C.F.R. 54.500-54.523

Revised 1/25/10
Revised 10/24/11
Revised 8/27/12
Revised 12/8/14
Revised 12/2017

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REVISED POLICY - TECHNOLOGY UPDATE – PHASE III

STAFF EDUCATION TECHNOLOGY ACCEPTABLE USE AND SAFETY

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. **The Board of Education provides Technology and Information Resources (as defined by Bylaw 0100) to support the educational and professional needs of its staff and students.** The Board of Education provides staff with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students and to facilitate the staff's work. The District's **computer network and Internet system** does not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

~~This policy and its related administrative guidelines and any applicable employment contracts and collective bargaining agreements govern the staffs' use of the District's computers, laptops, tablets, personal communication devices (as defined by Policy 7530.02), network and Internet connection and online educational services ("Education Technology" or "Ed-Tech"). The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Education Technology. Users have no right or expectation to privacy when using the Ed Tech (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity while on the network and Internet).~~

The Board regulates the use of District Technology and Information Resources by principles consistent with applicable local, State, and Federal laws, and the District's educational mission. This policy and its related administrative guidelines and any applicable employment contracts and collective bargaining agreements govern the staffs' use of the District's Technology and Information Resources and staff's personal communication devices when they are connected to the District's computer network, Internet connection and/or online educational services/apps, or when used while the staff member is on Board-owned property or at a Board-sponsored activity (see Policy 7530.02).

Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

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Users have no right or expectation to privacy when using District Technology and Information Resources (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the District's computer network and/or Internet connection).

Staff are expected to utilize ~~Education Technology in order~~ District Technology and Information Resources to promote educational excellence in our schools by providing students with the opportunity to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources in enriching educational activities. The instructional use of the Internet and online educational services will be guided by ~~the Board's policy on~~ Board Policy 2521 - Selection of Instructional Materials and Equipment.

The Internet is a global information and communication network that brings incredible education and information resources to our students. The Internet connects computers and users in the District with computers and users worldwide. Through the Internet, students and staff can access relevant information that will enhance their learning and the education process. Further, ~~the Education Technology provides~~ District Technology Resources provide students and staff with the opportunity to communicate with other people from throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges and responsibilities.

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First, ~~and foremost~~, the Board may not be able to technologically limit access ~~to services its Education Technology~~ **the District's Technology Resources** to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may have not been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures that, **which** protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or Superintendent, the technology protection measures may also be configured to protect against access to other material considered inappropriate for students to access. The Board **also** utilizes software and/or hardware to monitor online activity of staff members to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. **The technology protection measures may not be disabled at any time that students may be using the District Technology Resources, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures without express written consent of an appropriate administrator will be subject to disciplinary action, up to and including termination.**

~~**The technology protection measures may not be disabled at any time that students may be using the Education Technology, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures will be subject to disciplinary action, up to and including termination.**~~

The Superintendent or Network Coordinator may temporarily or permanently unblock access to websites **or online educational services/apps** containing appropriate material, if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures. The Superintendent or Network Coordinator may also disable

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the technology protection measures to enable access for bona fide research or other lawful purposes.

Staff members will participate in professional development programs in accordance with the provisions of law and this policy. Training shall include:

- A. the safety and security of students while using e-mail, chat rooms, social media and other forms of direct electronic communications;
- B. the inherent danger of students disclosing personally identifiable information online;

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- C. the consequences of unauthorized access (e.g., "hacking", "**harvesting**", "**digital piracy**", "**data mining**", etc.), cyberbullying and other unlawful or inappropriate activities by students or staff online; and
- D. unauthorized disclosure, use, and dissemination of personally-**identifiable** information regarding minors.

Furthermore, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above, and staff members will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

The disclosure of personally identifiable information about students online is prohibited.

Building principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the **Education Technology District Technology Resources**. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social-~~networking websites and media including~~ in chat rooms, and cyberbullying awareness and response. All ~~Internet users~~ **users of District Technology Resources** are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

Staff will be assigned a school email address that they are required to utilize for all school-related electronic communications, including those to students and their parents and other staff members

Staff members are responsible for good behavior when using ~~the District's Technology just as District Technology and Information Resources - i.e., behavior comparable to that expected when~~ they are in classrooms, school hallways, and other school premises and school sponsored events. Communications on the Internet are often public in nature. **The Board does not approve any use of its Technology and Information Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines.**

Staff members ~~shall not~~ **may only use District Technology Resources to access or use social media if it is done for personal use on the District's network, and shall access social media for educational or business-related purposes. use only**

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~~after submitting a plan for that educational use and securing the Principal's approval of that plan in advance.~~

General school rules for behavior and communication apply. ~~The Board does not sanction any use of the Internet that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines. Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users of the District's Technology are personally responsible and liable, both civilly and criminally, for uses of the Education Technology not authorized by this policy and its accompanying guidelines.~~

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of District Technology and Information Resources that are not authorized by this policy and its accompanying guidelines.

The Board designates the Superintendent and Network Coordinator as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to staff members' use of District Technology and Information Resources.

Social Media Use

An employee's personal or private use of social media, ~~such as Facebook, Twitter, MySpace, blogs, etc.,~~ may have unintended consequences. While the Board respects its employees' First Amendment rights, those rights do not include permission to post inflammatory comments that could compromise the District's mission, undermine staff relationships, or cause a substantial disruption to the school environment. This warning includes staff members' online conduct that occurs off school property including from the employee's private computer. Postings to social media should be done in a manner sensitive to the staff member's professional responsibilities.

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parental consent. See Policy 8330. Education records include a wide variety of information; posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential employee information may be disciplined.

Staff members retain rights of communication for collective bargaining purposes and union organizational activities.

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~~The Board designates the Superintendent and Network Coordinator as the employees responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to the use of the District's Education Technology.~~

P.L. 106-554, Children's Internet Protection Act of 2000

P.L. 110-385, Title II, Protecting Children in the 21st Century Act

18 U.S.C. 1460

18 U.S.C. 2246

18 U.S.C. 2256

20 U.S.C. 6777, 9134 (2003)

20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)

47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)

47 C.F.R. 54.500-54.523

Revised 1/25/10

Revised 10/24/11

Revised 8/27/12

Revised 12/8/14

Revised 12/2017

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REVISED POLICY - TECHNOLOGY UPDATE - PHASE III

ELECTRONIC MAIL DISTRICT-ISSUED STAFF E-MAIL ACCOUNT

The Board of Education is committed to the effective use of electronic mail ("e-mail") by all District staff and Board members in the conduct of their official duties. ~~This policy, as well as any guidelines developed pursuant to it, are not meant to limit or discourage the use of e-mail for conducting the official business of the District, but rather, this~~ This policy and any corresponding guidelines are intended to establish a framework for the proper use of e-mail ~~for conducting as an~~ official business ~~and communicating with colleagues, students, parents and community members tool.~~

When available, the District's e-mail system must be used by employees for any official District e-mail communications. Personal e-mail accounts on providers other than the District's e-mail system shall be blocked ~~if due to~~ concerns for network security, SPAM, or virus protection. Furthermore, District staff are expected to exercise reasonable judgment and prudence and take appropriate precautions to prevent viruses from entering the District's network when opening or forwarding any e-mails or attachments to e-mails that originate from unknown sources.

District staff shall not send or forward mass e-mails, even if the e-mails concern District business, without prior approval of the Superintendent or his/her designee.

District staff may join list serves or other e-mail services (e.g. RSS feeds) that pertain to their responsibilities in the District, provided these list serves or other e-mail services do not exceed the staff member's e-mail storage allotment. ~~Staff members are required to keep their inbox and folders organized by regularly reviewing e-mail messages, appropriately saving e-mails that constitute a public record or student record and e-mails that are subject to a Litigation Hold, and purging all other e-mails that have been read. If the staff member is concerned that his/her e-mail storage allotment is not sufficient, s/he should contact the District's technology coordinator (IT staff). Similarly, if a staff member is unsure whether s/he has adequate storage or should subscribe to a list serv or RSS feed, s/he should discuss the issue with his/her building principal or the District's IT staff. The Network Coordinator is authorized to block e-mail from list serves or e-mail services if the e-mails received by the staff member(s) become excessive.~~

Staff members are encouraged to keep their inbox and folders organized by regularly reviewing e-mail messages, appropriately saving e-mails that constitute a public record or student record and e-mails that are subject to a litigation hold (see Policy 8315 - Information Management), and purging all other e-mails that have been read. If the staff member is concerned that

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his/her e-mail storage allotment is not sufficient, s/he should contact the District's () Technology Director (X) IT staff

Public Records

The District complies with all Federal and State laws pertaining to electronic mail. Accordingly, e-mails written by or sent to District staff and Board members may be public records if their content concerns District business, or education records if their content includes personally identifiable information about a student. E-mails that are public records are subject to retention and disclosure, upon request, in accordance with Policy 8310 – Public Records. E-mails that are student records **should must** be maintained pursuant to Policy 8330 – Student Records. **Finally e-mails may constitute electronically stored information ("ESI") that may be subject to a litigation hold pursuant to Policy 8315 – Information Management.**

State and Federal law exempt certain documents and information within documents from disclosure, no matter what their form. Therefore, certain e-mails may be exempt from disclosure or it may be necessary to redact certain content in the e-mails before the e-mails are released pursuant to a public records request, the request of a parent or eligible student to review education records, or a duly served discovery request involving ESI.

E-mails written by or sent to District staff and Board members by means of their private e-mail account may be public records if the content of the e-mails concerns District business, or education records if their content includes personally identifiable information about a student. Consequently, staff shall comply with a District request to produce copies of e-mail in their possession that are either public records or education records, or that constitute ESI that is subject to a **Litigation Hold litigation hold**, even if such records reside on a computer owned by an individual staff member, or are accessed through an e-mail account not controlled by the District.

Retention

Pursuant to State and Federal law, e-mails that are public records or education records, and e-mails that are subject to a **Litigation Hold litigation hold** shall be retained.

E-mail retention is the responsibility of the individual e-mail user. **Users must comply with District guidelines for properly saving/archiving e-mails that are public records, student education records, and/or subject to a litigation hold.** E-mails sent or received using the District's e-mail service may only be retained for thirty (30) days on the server. This retention is for disaster recovery and not to provide for future retrieval. **The District does not maintain a central or distributed e-mail archive of e-mail sent and/or received. Any questions concerning e-mail retention should be directed to the () Technology Director () site administrator (X) Network Coordinator__ [other]**

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Unauthorized E-mail

The Board does not authorize the use of **the District's proprietary computers and Technology resources, including the District's** computer network ("network") to accept, transmit, or distribute unsolicited bulk e-mail sent through the Internet to network e-mail accounts. In addition, Internet e-mail sent, or caused to be sent, to or through the network that makes use of or contains invalid or forged headers, invalid or non-existent domain names, or other means of deceptive addressing will be deemed to be counterfeit. Any attempt to send or cause such counterfeit e-mail to be sent to or through the network is unauthorized. Similarly, e-mail that is relayed from any third party's e-mail servers without the permission of that third party, or which employs similar techniques to hide or obscure the source of the e-mail, is also an unauthorized use of the network. The Board does not authorize the harvesting or collection of network e-mail addresses for the purposes of sending unsolicited e-mail. The Board reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from entering, utilizing, or remaining within the network. Nothing in this policy is intended to grant any right to transmit or send e-mail to, or through, the network. The Board's failure to enforce this policy in every instance in which it might have application does not amount to a waiver of its rights.

Unauthorized use of the network in connection with the transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender and/or possible disciplinary action.

Authorized Use and Training

Pursuant to Policy 7540.04, staff and Board members using the District's e-mail system shall acknowledge their review of, and intent to comply with, the District's policy on acceptable use and safety by signing and submitting the acknowledgement of receipt of the employee handbook annually.

Revised 10/26/09
Revised 12/2017

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NEW POLICY - TECHNOLOGY UPDATE - PHASE III

DISTRICT-ISSUED STUDENT E-MAIL ACCOUNT

Students assigned a school e-mail account are required to utilize it for all school-related electronic communications, including those to staff members and individuals and/or organizations outside the District with whom they are communicating for school-related projects and assignments. Further, as directed and authorized by their teachers, they shall use their school-assigned e-mail account when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the student for educational purposes.

This policy and any corresponding guidelines serve to establish a framework for student's proper use of e-mail as an educational tool.

Personal e-mail accounts on providers other than the District's e-mail system

- may be blocked at any time
- shall be blocked

if concerns for network security, SPAM, or virus protection arise. Students are expected to exercise reasonable judgment and prudence and take appropriate precautions to prevent viruses from entering the District's network when opening or forwarding any e-mails or attachments to e-mails that originate from unknown sources.

Students shall not send or forward mass e-mails, even if educationally-related, without prior approval of their classroom teacher or the

- Technology Director.
- site administrator.
- _____ **[other]**.

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Students may join list servs or other e-mail services (e.g. RSS feeds) that pertain to academic work, provided the e-mails received from the list servs or other e-mail services do not become excessive exceed the students' individual e-mail storage allotment. If a student is unsure whether s/he has adequate storage or should subscribe to a list serv or RSS feed, s/he should discuss the issue with his/her classroom teacher, the building principal or the District's Technology Director IT staff. The

- Technology Director
- site administrator
- Network Coordinator** _____ **[other]**

is authorized to block e-mail from list servs or e-mail services if the e-mails received by the student becomes excessive regularly exceed _____ megabytes.

Students are encouraged to keep their inbox and folders organized by regularly reviewing e-mail messages and purging e-mails once they are read and no longer needed for school.

Unauthorized E-mail

The Board does not authorize the use of its Technology Resources, including its computer network ("network"), to accept, transmit, or distribute unsolicited bulk e-mail sent through the Internet to network e-mail accounts. In addition, Internet e-mail sent, or caused to be sent, to or through the network that makes use of or contains invalid or forged headers, invalid or non-existent domain names, or other means of deceptive addressing will be deemed to be counterfeit. Any attempt to send or cause such counterfeit e-mail to be sent to or through the network is unauthorized. Similarly, e-mail that is relayed from any third party's e-mail servers without the permission of that third party, or which employs similar techniques to hide or obscure the source of the e-mail, is also an unauthorized use of the network. The Board does not authorize the harvesting or collection of network e-mail addresses for the purposes of sending unsolicited e-mail. The Board reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from entering, utilizing, or remaining within the network. Nothing in this policy is intended to grant any right to transmit or send e-mail to, or through, the network. The Board's failure to enforce this policy in every instance in which it might have application does not amount to a waiver of its rights.

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Unauthorized use of the network in connection with the transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender and/or possible disciplinary action.

Authorized Use and Training

Pursuant to Policy 7540.03, students using the District's e-mail system shall acknowledge their review of, and intent to comply with, the District's policy on acceptable use and safety by signing and submitting Form 7540.03 F1 **(X)** annually.

Furthermore, students using the District's e-mail system shall satisfactorily complete training **(X)**, pursuant to Policy 7540.03, regarding the proper use of e-mail **(X)** annually.

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OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
December 11, 2017
Report 17-65

FOR ACTION

Subject:

Revised Policy 8321 – Criminal Justice Information Security (Non-Criminal Justice Agency),
 2nd reading

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd reading: **Revised Policy 8321 – Criminal Justice Information Security (Non-Criminal Justice Agency)**

Facts / Statistics:

This policy has been revised to include the latest revisions to information security required of criminal history record information (CHRI) required by the Federal Bureau of Investigation (FBI) and the Michigan State Policy (MSP). The revisions to this policy pertaining to proper retention of records for personnel and contractors have been reflected in policies 1421, 3121, 4121 and 8142.

These revisions reflect the current state of federal and state regulations and should be adopted to maintain accurate policies.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

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REVISED POLICY - VOL. 32, NO. 1

CRIMINAL JUSTICE INFORMATION SECURITY (NON-CRIMINAL JUSTICE AGENCY)

The District is required by State law to have the Michigan State Police (MSP) obtain both a State and a Federal Bureau of Investigation (FBI) criminal history record information (CHRI) background check report for all employees of the District and contractors, vendors and their employees who work on a regular and continuous basis in the District. To assure the security, confidentiality, and integrity of the CHRI background check information received from the MSP/FBI the following standards are established:

A. Sanctions for Non-Compliance

Employees who fail to comply with this policy and any guidelines issued to implement this policy will be subject to discipline for such violations. Discipline will range from counseling and retraining to discharge, based on the nature and severity of the violation. All violations will be recorded in writing, with the corrective action taken. The Superintendent shall review, approve, sign and date all such corrective actions.

B. Local Agency Security Officer (LASO)

The Human Resources Coordinator shall be designated as the District's Security Officer and shall be responsible for overall implementation of this policy and for data and system security. This shall include:

1. ensuring that personnel security screening procedures are being followed as set forth in this policy;
2. ensuring that approved and appropriate security measures are in place and working as expected;
3. supporting policy compliance and instituting the CSA incident response reporting procedures;

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4. ensuring the CSA ISO is promptly informed of any security incidents involving the abuse or breach of the system and/or access to criminal justice information;
5. to the extent applicable, identifying and documenting how District equipment is connected to the Michigan State Police system;
6. to the extent applicable, identify who is using the Michigan State Police approved hardware, software and firmware, and ensuring that no unauthorized individuals have access to these items.

The District's LASO shall be designated on the appropriate form as prescribed and maintained by the Michigan State Police.

C. Agency User Agreements

The District shall enter into any **required** User **Agreement for Release of CHRI ("User Agreement") required**, and future amendments, by the Michigan State Police necessary to access the required CHRI on applicants, volunteers, and all other statutorily required individuals, such as contractors and vendors and their employees assigned to the District. The LASO shall be responsible for the District's compliance with the terms of any such User Agreement.

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D. Personnel Security

All individuals that **have require** access to any criminal justice information shall be subject to the following standards **prior to granting of access:**

1. Background Checks - A Michigan (or state of residency if other than Michigan) and a national fingerprint-based criminal history record check shall be conducted within thirty (30) days of assignment to a position with direct access to criminal justice information or with direct responsibility to configure and maintain computer systems and networks with direct access to criminal justice information. **Background re-checks should be conducted every five (5) years.**
 - a. A felony conviction of any kind will disqualify an individual for access to criminal justice information.
 - b. If any other results/records are returned, the individual shall not be granted access until the LASO reviews and determines access is appropriate. This includes, but is not limited to, any record which indicates the individual may be a fugitive or shows arrests without convictions. Such approval shall be recorded in writing, signed, dated and maintained with the individual's file.
 - c. ~~If support personnel, contractors or custodial workers need to be in an area where CHRI is maintained or processed, they shall be escorted by or under the supervision of authorized personnel at all times while in those area. Information Technology contractors or vendors will be physically or virtually escorted by authorized personnel anytime said individual have access to facilities, areas, rooms, or an agency's CHRI information system.~~ Support personnel, contractors, vendors and custodial workers with access to physically secure locations or controlled areas (during criminal justice information processing) are subject to

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~~the same clearance standards as other individuals with access, unless they are escorted by authorized personnel at all times when in these locations or areas.~~

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2. Subsequent Arrest/Conviction - If an individual granted access to criminal justice information is subsequently arrested and/or convicted, access shall be suspended immediately until the matter is reviewed by the LASO to determine if continued access is appropriate. Such determination shall be recorded in writing, signed, dated and maintained with the individual's file. In the event that the LASO has the arrest/conviction, the Superintendent (if not the designated LASO) shall make the determination.
3. Public Interest Denial - If the LASO determines that access to criminal justice information by any individual would not be in the public interest, access shall be denied whether that person is seeking access or has previously been granted access. Such decision and reasons shall be in writing, signed, dated and maintained in the individual's file.
4. Approval for Access - All requests for access to criminal justice information shall be as specified and approved by the LASO. Any such designee must be an employee of the District. The District must maintain a readily accessible list that includes the names of all LASO approved personnel with access to criminal justice information, as well as the reason for providing each individual access. **This list shall be made available to Michigan State Police upon request.**
5. Termination of Employment/Access - Within twenty-four (24) hours of the termination of employment, all access to criminal justice information shall be terminated immediately for that individual, ~~and steps taken to assure security of such information and any systems at the District to access such information such as closing the individual's account and/or blocking access to any systems containing such information at the District.~~
6. Transfer/Re-assignment - When an individual who has been granted access to criminal justice information has been transferred or re-assigned to other duties, the LASO shall determine whether continued access is necessary and appropriate. If not, s/he shall take such steps as necessary

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to block further access to such information.

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7. Information Technology Contractors and Vendors¹ - Prior to granting access to criminal justice information to an IT contractor or vendor, identification must be verified via a Michigan (or state of residency if other than Michigan) or national fingerprint-based criminal history record check, unless they are escorted by authorized personnel at all times when accessing the criminal justice information. A felony conviction of any kind, as well as any outstanding arrest warrant, will disqualify an IT contractor or vendor for access to criminal justice information. A contract or vendor with a criminal record of any other kind may be granted access if the LASO determines the nature or severity of the misdemeanor offense(s) does not warrant disqualifications. If any other results/records are returned, the individual shall not be granted access until the LASO reviews and determines access is appropriate.

¹ Non-Information Technology contractors or vendors shall not have access to criminal justice information.

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E. Media Protection

Access to electronic and physical media in all forms, which contains criminal history background information provided by the Michigan State Police through the statutory record check process, is restricted to authorized individuals only. Only individuals involved in the hiring process of District employees, including contractors and vendors who act on behalf of, and work on a regular and continuous basis in, the District, shall be authorized to access electronic and physical media containing CHRI.

1. Media Storage and Access – All electronic and physical media shall be stored in a physically secure location or controlled area, such as locked office, locked cabinet or other similarly secure area(s) which can only be accessed by authorized individuals. If such security cannot be reasonably provided, then all electronic CHRI background data shall be encrypted. Electronic media shall be stored on a District or School server. Storage on a third party server, such as cloud service, is not permitted. Storage of electronic media must conform to the requirements in AG 8321.
2. Media Transport – Electronic and physical media **shall only be transported upon sufficient justification approved by the LASO. Digital and physical media shall** be protected when being transported outside of a controlled area. Only authorized individuals shall transport the media. Physical media (e.g. printed documents, printed imagery, etc.) shall be transported using a locked container, sealed envelope, or other similarly secure measure. To the extent possible, digital media (e.g., hard drives and removable storage devices such as disks, tapes, flash drives and memory cards) shall be either encrypted and/or be password protected during the transport process. The media shall be directly delivered to the intended person or destination and shall remain in the physical control and custody of the authorized individual at all times during transport. Access shall only be allowed to an authorized individual. It shall be directly delivered to the intended person or destination and shall remain in the physical control and custody of the authorized individual

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~~at all times during transport. Access shall only be allowed to an authorized individual. To the extent possible, electronic media (e.g., hard drives and removable storage devices such as disks, tapes, flash drives and memory cards) shall be either encrypted and/or be password protected during the transport process.~~

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3. Media Disposal/Sanitization – When the CHRI background check is no longer needed, the media upon which it is stored shall either be destroyed or sanitized. The LASO and the Superintendent shall approve in writing the media to be affected. This record shall be maintained by the LASO for a period of at least five (5) years. **[Note: the regulations do not specify a specific period for maintaining this information. This time period is suggested as it will likely cover most statutes of limitation and can be retained in digital format.]**
 - a. Electronic Media - Sanitization of the media and deletion of the data shall be accomplished by either overwriting at least three (3) times or by degaussing, prior to disposal or reuse of the media. If the media is inoperable or will not be reused, it shall be destroyed by shredding, cutting, or other suitable method to assure that any data will not be retrievable.
 - b. Physical Media – Disposal of documents, images or other type of physical record of the criminal history information shall be cross-cut shredded or incinerated. Physical security of the documents and their information shall be maintained during the process by authorized individuals. Documents may not be placed in a waste basket or burn bag for unauthorized individuals to later collect and dispose of.

All disposal/sanitization shall be either conducted or witnessed by authorized personnel to assure that there is no misappropriation of or unauthorized access to the data to be deleted. Written documentation of the steps taken to sanitize or destroy the media shall be maintained for ten (10) years, and must include the date as well as the signatures of the person(s) performing and/or witnessing the process. (See also, AG 8321.)

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4. Mobile Devices – A personally owned mobile device (mobile phone, tablet, laptop, etc.) shall not be authorized to access, process, store or transmit criminal justice information unless the District has established and documented the specific terms and conditions for personally owned mobile devices.

F. CHRI Background Check Consent and Documentation

All individuals requested to complete a fingerprint-based CHRI background check must have given written consent-properly signed and dated—at time of application and be notified fingerprints will be used to check the criminal history records of the FBI, prior to completing a fingerprint-based CHRI background check. The Livescan form (RI-030) will satisfy this requirement and must be retained. Individuals subject to a fingerprint-based CHRI background check shall be provided the opportunity to complete or challenge the accuracy of the individual's criminal history record.

Some type of documentation identifying the position for which a fingerprint-based CHRI background check has been obtained must be retained for every CHRI background check conducted, such as an offer letter, job posting indicating successful candidate, Board minutes of approved hiring for particular position, etc.

G. Controlled Area

All CHRI obtained from the Michigan State Police pursuant to the statutorily required background checks shall be maintained in a controlled area, which shall be a designated office, room, area or lockable storage container. The following security precautions will apply to the controlled area:

1. Limited unauthorized personnel access to the area during times that criminal justice information is being processed or viewed.
2. The controlled area shall be locked at all times when not in use or attended by an authorized individual.

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3. Information systems devices (e.g., computer screens) and physical documents, when in use, shall be positioned to prevent unauthorized individuals from being able to access or view them.
4. Encryption shall be used for electronic storage of criminal justice information. (See AG 8321.)

H. Passwords (Standard Authentication)²

All authorized individuals with access to computer or systems where processing is conducted or containing criminal justice information must have a unique password to gain access. This password shall not be used for any other account to which the individual has access and shall comply with the following attributes and standards.

1. at least eight (8) characters long on all systems
2. not be a proper name or a word found in the dictionary
3. not be the same as the user identification
4. not be displayed when entered into the system (must use feature to hide password as typed)
5. not be transmitted in the clear outside of the secure location used for criminal justice information storage and retrieval
6. must expire and be changed every ninety (90) days
7. renewed password cannot be the same as any prior ten (10) passwords used (See also, AG 8321.)

² Applicable to districts that maintain CHRI within an electronic system of records, such as an electronic database, filing system, record keeping software, spreadsheets, etc. Not applicable if CHRI kept solely via e-mail and/or paper copies.

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I. Security Awareness Training

All individuals who are authorized by the District to have access to criminal justice information or to systems which store criminal justice information shall have basic security awareness training within six (6) months of initial assignment/authorization and every two (2) years thereafter. The training shall, to the extent possible, be received through the Michigan State Police or a program approved by the Michigan State Police. At a minimum, the training shall comply with the standards established by the U.S. Department of Justice and Federal Bureau of Investigation for Criminal Justice Information Services. (See AG 8321.) **A record shall be kept current of all individuals who have completed the security awareness training.**

J. Secondary Dissemination of Information

If criminal history background information received from the Michigan State Police is released to another authorized agency under the sharing provision designated by The Revised School Code, a log of such releases shall be maintained and kept current indicating:

1. the date of release;
2. record disseminated;
3. method of sharing;
4. agency personnel that shared the CHRI;
5. the agency to which the information was released;
6. whether an authorization was obtained.

A log entry need not be kept if the receiving agency/entity is part of the primary information exchange agreements between the District and the Michigan State Police.

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If CHRI is received from another District or outside agency, an Internet Criminal History Access Tool (ICHAT) background check shall be performed to ensure the CHRI is based on personal identifying information, including the individual's name, sex, and date of birth, at a minimum.

K. Audit Retention and Accountability

The District or the responsible party, such as the RESD, shall generate audit records for the events listed below. retain audit records (position description, consent, and CHRI for both applicants that are hired and those that are not) for at least 365 days. Audit records must continue to be maintained until it is determined they are no longer needed for administrative, legal, audit, or other operational purposes. This includes, for example, retention and availability of audit records subject to Freedom of Information Act (FOIA) requests, subpoena, litigation hold and law enforcement actions.

The District's information system shall produce, at the application and/or operating system level, audit records containing sufficient information to establish what events occurred, the sources of the events, and the outcomes of the events. In the event the District does not use an automated system, manual recording of activities shall still take place.

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The following events shall be logged:

1. Successful and unsuccessful system log-on attempts.

policy

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OWOSSO PUBLIC SCHOOLS

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2. Successful and unsuccessful attempts to:
 - a. access permission on a user account, file, directory or other system resource;
 - b. create permission on a user account, file, directory or other system resource;
 - c. write permission on a user account, file, directory or other system resource;
 - d. delete permission on a user account, file, directory or other system resource;
 - e. change permission on a user account, file, directory or other system resource.
3. Successful and unsuccessful attempts to change account passwords.
4. Successful and unsuccessful actions by privileged accounts.
5. Successful and unsuccessful attempts for users to:
 - a. access the audit log file;
 - b. modify the audit log file;
 - c. destroy the audit log file.

The following content shall be included with every audited event: 1) date and time of the event; 2) the component of the information system (e.g., software component, hardware component) where the event occurred; 3) type of event; 4) user identity; and 5) outcome (success or failure) of the event.

policy

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The District's information system shall provide alerts to the appropriate District officials in the event of an audit processing failure. Audit processing failures include, for example software/hardware errors, failures in the audit capturing mechanisms, and audit storage capacity being reached or exceeded.

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Audit Monitoring, Analysis and Reporting - The District shall designate an individual or position to review/analyze information system audit records for indications of inappropriate or unusual activity, to investigate suspicious activity or suspected violations, to report findings to appropriate officials, and to take necessary actions. Audit review/analysis shall be conducted at a minimum once a week, and should be increased if volume indicates an elevated need for audit review.

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Time Stamps - The District's information system shall provide time stamps for use in audit record generation. The time stamps shall include the date and time values generated by the internal system clocks in the audit records.

policy

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Protection of Audit Information - The District's information system shall protect audit information and audit tools from modification, deletion and unauthorized access.

Audit Record Retention - The District shall retain audit records for at least one (1) year. Once the minimum retention time period has passed, the District may continue to retain audit records until it is determined they are no longer needed for administrative, legal, audit, or other operational purposes.

Ref: Criminal Justice Information Services - Security Policy (Version 5.2, 2013)
U.S. Dept. of Justice and Federal Bureau of Investigation
Noncriminal Justice Agency Compliance Audit Review, Michigan State
Police, Criminal Justice Information Center, Audit and Training Section
Conducting Criminal Background Checks, Michigan State Police, Criminal
Justice Information Center

Adopted 2/25/13
Revised 3/24/14
Revised 1/25/16
Revised 12/2017

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**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
December 11, 2017
Report 17-66**

FOR ACTION

Subject:

Evaluation of Superintendent Dr. Andrea Tuttle.

Recommendation

Resolve that the Board of Education adopt the completed year-end evaluation for Superintendent Dr. Andrea Tuttle.

Statement of Purpose/Issue:

Superintendent Tuttle is employed under a three-year contract from July 1, 2017 through June 30, 2020. Each year upon completion of the year-end evaluation of the Superintendent, the Board of Education reviews the Superintendent’s contract to extend for an additional year based upon the Superintendent’s evaluation effectiveness rating.

Facts/Statistics:

The Revised School Code Section 380.1249b and Board Policy 1240 requires the Board of Education to evaluate the Superintendent’s job performance annually as part of a comprehensive performance evaluation. The Michigan Association of School Boards (MASB) Superintendent Evaluation instrument shall be used to evaluate the Superintendent. The MASB Superintendent Evaluation instrument has been established as state-approved pursuant to Public Act 173. The Board of Education and Superintendent received training on the MASB Superintendent Evaluation instrument October 10, 2016.

Collectively, the Board of Education completed the evaluation of Superintendent Dr. Andrea Tuttle during closed session November 27, 2017.

Board Policy 1240 and Section 1249b of the Revised School Code provide that if a Superintendent rated highly effective on three (3) consecutive annual year-end evaluations the school district may choose to conduct an evaluation biennially instead of annually. However, if a Superintendent is not rated as highly effective on one of these biennial evaluations, the Superintendent shall again be provided with annual evaluations.

Superintendent Dr. Andrea Tuttle has received highly effective educator effectiveness ratings consecutively 2012-2013 through the 2016-2017 school years.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
December 11, 2017**

Report 17-67

FOR ACTION

Subject:

Approval of Course listings

Recommendation

Resolve that the Board of Education approve the course listings presented for the Middle School, High School and Lincoln High School for the 2017-18 school year.

Facts/Statistics:

Under the “Required Documentation” section of the Michigan Department of Education 2017-18 Pupil Accounting Manual is the indication of the following required documentation to be retained by the District:

“The school district's board of education shall adopt a list of approved courses. The list includes all courses offered by the district for credit or grade promotion, and is used when determining which courses may be included in membership for state aid purposes, as well as for auditing purposes when examining the membership counted for state school aid on the count days. The list of approved courses must include traditional offerings and courses offered through other means, such as experiential or online learning opportunities.”

In addition, to the Pupil Accounting Manual, the requirement for such Board approval is contained within Board Policy 2220 “Adoption of Courses of Study” in compliance with Michigan Compiled Law. In the past this was done through the approval by the Board of Education of new classes that were being offered in the upcoming school year. In order to reflect all of the changes in the courses being offered at the secondary level, including Middle School, it was considered prudent to supply the Board of Education a complete listing of all of the courses being offered during the 2017-18 school year which is accompanying this Board report. All courses being offered have gone through the appropriate review to determine alignment with curriculum standards and provide assurance that the courses enhance the ability of the District to “provide for a comprehensive instructional program to serve the educational needs of the students of this District” as outlined in Board Policy 2220.

It should be noted that “course” offerings are not applicable for the elementary level but comprehensive “new adoptions” of curriculum at the elementary level are brought before the Board for approval to satisfy the necessary requirements.

Motion

Seconded

Vote – Ayes

Nays

Motion

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
December 11, 2017
Report 17-68

FOR FUTURE ACTION

Subject:

Architectural and Engineering Services – Bond

Recommendation:

Recommend that the Board authorize the Superintendent to sign the agreement with Kingscott & Associates for Architectural and Engineering Services for the bond passed in November of 2017

Rationale:

The formalization of the relationship with Kingscott for architectural and engineering services needs to occur to facilitate the planning phase of the bond to continue

Statement of Purpose/Issue:

To formally retain architectural and engineering services in order to proceed with bond project planning.

Facts/Statistics:

Selection of bond partners was done back in 2007 when the Board authorized the Superintendent at the time to proceed with a bond exploration process. A typical question that may be asked is “Why wouldn’t the Board have gone through this process again during the intervening time period”. The answer would be that “These partners, during an exploration process, invest a lot of time and money on behalf of the District without compensation to give the necessary professional assistance to guide the District in the bond process. This results in the District honoring these relationships when a bond is passed **unless** the partners have proved themselves to be unreliable or not a good fit”. This has not been the case with the partners selected back in 2007 and therefore it is being recommended that the Board move forward with formalizing these relationships, the architects and engineers being one of them. (Note: All of the minutes from interviews and actions by the Board are contained and available for review).

For the architects and engineers, in December of 2006, a comprehensive request for proposal (RFP) was sent out to six architectural firms (SHW, Fanning Howey, GMB, Kingscott, TMP, French). The responses were reviewed by an internal team and TMP, Kingscott, and SHW were selected to be interviewed by the Board at the January 22, 2007 meeting in order to select the District’s architectural partner. Through that process, SHW was selected with Lee Andrea being the lead on the bond process with the District. However, in the intervening years, due to changes in company structure at SHW and SHW moving away from K-12 work, Mr. Andrea, ultimately landed with Kingscott. Throughout that time, Mr. Andrea has invested countless hours, without compensation, to assist the District in its bond efforts and because of his passion for Owasso Public Schools, he specifically requested permission from Stantec (formerly SHW) to retain his relationship with the District which was granted by Stantec.

The resulting proposed contract has been submitted to Thrun for review with the recommended changes presented to all parties. This is still considered in “draft” format for the December 11th meeting as all comments from both parties have not been formalized. The draft contract has been included with this board report and the accompanying letter from the attorneys provided “at place” that outlines substantive changes to the standard AIA document. All changes will be incorporated for formal approval by the Board at the January 22nd meeting.

Motion

Seconded

Vote – Ayes

Nays

Motion

AIA® Document B132™ - 2009

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

AGREEMENT made as of the « 11th » day of « December » in the year « 2017 »
(In words, indicate day, month and year.)

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

Owosso Public Schools
645 Alger Avenue
P.O. Box 340
Owosso, Michigan 48867

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

Kingscott Associates, Inc.
259 E. Michigan Avenue, Suite 208
Kalamazoo, Michigan 49007

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

«
Owosso Public Schools – planning, design, and full architectural services for work described in Application for Preliminary Qualification of Bonds No. 78-110-4-K12-06-05, successfully voted on November 7, 2017, all in accordance with applicable law, the approved plans and specifications, the Owner's fixed budget, and as otherwise approved by the Owner.
« »
« »

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

Clark Construction Company
3535 Moores River Drive
Lansing, Michigan 48911

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.

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™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™-2009 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.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

« To be determined by the Owner in accordance with Application for Preliminary Qualification of Bonds No. 78-110-4-K12-06-05. »

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

« To be determined by the Owner in accordance with Application for Preliminary Qualification of Bonds No. 78-110-4-K12-06-05. »

§ 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.)

« A fixed sum to be established by the Owner as a condition of this Agreement in accordance with Application for Preliminary Qualification of Bonds No. 78-110-4-K12-06-05 »

§ 1.1.4 The Owner's anticipated design and construction schedule:
.1 Design phase milestone dates, if any:

« Elementary School Projects – Construction Documents – September 2018
Middle School/High School Project – Construction Documents – December 2018 »

2 Commencement of construction:

«
Elementary School Projects – February 2019
Middle School/High School Projects – March 2019 »

3 Substantial Completion date or milestone dates:

«
Elementary School Projects – August 2019
Middle School/High School Projects – August 2020 »

4 Other:

« »

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:
(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

[] One Contractor

[] Multiple Prime Contractors

[] Unknown at time of execution

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

« **To be determined** »

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4 and 5.5:
(List name, address and other information.)

Dr. Andrea Tuttle – Superintendent
Julie Omer – Chief Financial Officer
John Klapko – Director, Operations

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

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

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

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

« »

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

«Detailed cost estimates to be provided by the Construction Manager. The Architect shall provide cost estimates as provided in MCL 339.2011. »« »
« »
« »
« »
« »

- .3 Land Surveyor:

«Spicer Group, Inc. »« »
«1400 Zeeb Drive »
«St. Johns, Michigan 48879 »
« »
« »

- .4 Geotechnical Engineer:

«To be determined »« »
« »
« »
« »
« »

- .5 Civil Engineer:

«Kingscott Associates, Inc. »« »
« »
« »
« »
« »

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

«Technology Consultants – To Be Determined »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3 and 2.4:
(List name, address and other information.)

Brendon Pollard, Principal
Lee Andrea, AIA, Project Director

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2 and any others as required to perform Basic Services:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

«To be determined »« »
« »
« »

« »
« »

2 Mechanical Engineer:

«To be determined »« »
« »
« »
« »
« »

3 Electrical Engineer:

«To be determined »« »
« »
« »
« »

4 Food Service
To be determined

5 Acoustical
To be determined»

§ 1.1.12.2 Consultants retained under Additional Services:

« To be determined »

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

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust may mutually agree to a written adjustment in the schedule, the Architect's services and the Architect's compensation, as applicable.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and familiar with the school construction industry in Michigan. 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™ - 2009, Standard Form of the Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement in the amounts identified below, in an Architect-provided certificate of insurance, or as required by law, whichever is greater. If any

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of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than « » (\$ «1,000,000 ») for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than « One Million Dollars » (\$ «1,000,000 ») combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect 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.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than «Five Hundred Thousand Dollars » (\$ «500,000 »).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than « One Million Dollars » (\$ «1,000,000 ») per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6 at the time of execution of this Agreement. 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, non-renewed, or reduced without at least 30 days prior written notice to the Owner.

§ 2.6.7 Prior to the commencement of any Project, the Architect shall notify the Owner in writing of its proposed insurance coverages and amounts, even if they are the same as identified in this Section 2.6, which coverages and amounts shall be subject to the Owner's reasonable approval.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, civil, interior design, landscape design, food service, theater, acoustical, and electrical engineering services and other architectural and engineering services required to complete the Project, all provided by those qualified and experienced in their respective fields, as needed, to address the requirements of the Project. Services not set forth in this Article 3 are identified in this Agreement shall be Basic Services unless expressly identified herein as Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, 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.

§ 3.1.2 The Architect shall coordinate its services and those of its consultants with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants, subject to the Architect's professional judgment, experience and expertise. 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 review by to the Owner and the Construction Manager and for the Owner's approval a written schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review and for the Owner's provision of information, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project, and (5) shall include a master design schedule for planning, schematics, design development and construction documents phases.

§ 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 and the Project as a whole.

§ 3.1.5 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.

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

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

§ 3.1.8 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 and relating to construction design and performance (and, for example, not bond financing). The Architect shall assist the Owner in applying for those permits and approvals normally required by law for projects similar to the one for which the Architect's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the Architect in conjunction therewith.

§ 3.1.9 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 Public Act No. 306 of 1937, MCL 388.851, *et seq.*, and Public Act 299 of 1980, MCL 339.2011 (collectively, the "Acts"). Therefore, the Architect hereby agrees to perform the services that shall or may be performed by an "architect" pursuant to those Acts. The parties acknowledge that nothing in this Agreement shall be construed to limit the Architect's services, duties or obligations under either of those Acts, except that the parties further acknowledge that the Construction Manager will provide construction supervision as required by 1937 PA 306.

§ 3.1.10 Upon request of the Owner, the Architect shall make a presentation or presentations to explain the design of the Project to representatives of the Owner.

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

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§ 3.2 Schematic Design Phase Services

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

§ 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 or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and 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 understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present 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 will 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.

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

§ 3.2.5.1 The Architect shall consider environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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, budget and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 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 be entitled to rely on and review the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner and shall prepare such estimates of Construction Cost as the Architect deems necessary to perform Basic Services and to satisfy MCL 339.2011.

§ 3.2.9 The Architect shall specifically request and obtain the Owner's written approval of the Schematic Design Documents and related construction cost estimates before proceeding to the Design Development Phase.

§ 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 pursuant to Section 5.4, the Architect shall prepare and provide Design Development Documents for the Owner's review and approval and the Construction Manager's review. The Owner's approval shall be for general design concept purposes only and shall not be an approval of technical or design details. The Design Development Documents shall be based upon take into consideration 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, civil and electrical systems, and such other elements as may be appropriate or identified in Section 3.1. 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 to review the Design Development Documents.

§ 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. Approval by the Owner will 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.

§ 3.3.4 The Architect shall specifically request and obtain the Owner's written approval of the Design Development Documents and related construction cost estimates before proceeding to the Construction Documents Phase.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare and provide Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems, their quality levels and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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.

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

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms. All such documents shall have been provided in a format that conforms with the terms of this 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.

§ 3.4.3.1 Documents referenced in Section 3.4.3 shall consist of the unabridged AIA contract forms modified as necessary to be consistent with this Agreement. The Architect shall include in bid specifications and in any of the relevant document provisions a statement indicating that modified version(s) of the standard AIA Owner/Contractor Agreement will be utilized. The form of Owner/Contractor Agreement and General Conditions shall either be prepared or reviewed and approved by Owner's legal counsel.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

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

§ 3.4.6 The Architect shall specifically request and obtain the Owner's written approval of the Construction Documents and related construction cost estimates before proceeding to the Bidding or Negotiation Phase.

§ 3.5 Bidding or Negotiation 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 either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction; and (5) rendering interpretations and clarifications of drawings and specifications in appropriate written form. The Owner shall award bids as required by law. See Section 12.10.

§ 3.5.2 Competitive Bidding

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

- § 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by
1. facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
 2. participating in a pre-bid conference for prospective bidders, and
 3. preparing responses to questions from prospective bidders, and providing clarifications and interpretations of the Bidding Documents in the form of addenda, and providing recommendations for award of bids.
 4. working with the construction manager to determine compliance with competitive bidding laws, including with respect to bid advertisements, familial disclosure statements, and Iran Economic Sanctions Act certifications.
 5. participating in post-bid conferences with apparent low bidders.

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§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents and shall adhere to competitive bidding thresholds established by applicable law.

- § 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by
1. facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
 2. participating in selection interviews with prospective contractors; and
 3. if requested by the Owner, participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. In the event 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 described in this Agreement. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, (The Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates at the end of the Contractors' applicable

warranty periods (not less than 1 year after substantial completion), on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, to guard the Owner against defects and deficiencies, to comply with statutory obligations, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, subject to Section 3.1.9, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager 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 such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor 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 both Owner and the Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith and without negligence. The Architect's decisions on matters interpretations relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect shall render initial decisions written interpretations on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, unless the circumstances require a shorter time period, 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 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 are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors 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 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect in writing and accompanying the relevant certification.

§ 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) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 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. 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 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review and approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. Subject to its professional experience and expertise, the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, 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 requests for information. The Architect shall maintain a log of requests for information and the 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 or otherwise for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work. The Architect shall contemporaneously review with the Owner all changes and potential changes in the Work for any reason, cause, cost and responsibility. Said issues shall be recorded and reported in a Change Management Log for the Project, the review and approval of which by the Architect shall evidence concurrence in the resolution of the issue as identified therein.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; upon Substantial Completion, jointly with a relevant Contractor and the Construction Manager, prepare a list of incomplete or unsatisfactory items and schedule their completion; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, 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 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 check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected. The Architect shall be solely responsible for the inspection, and the Owner shall be solely an observer.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance for the purpose of identifying potential warranty issues and to verify adequacy of the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services (including those listed below and not identified as Basic Services) may be provided by the Architect and compensated by the Owner as an Additional Service if: (a) required for the Project, (b) the Owner authorizes the performance of same in writing prior to the Architect's provision of any such service, and (c) the Architect provides a good faith estimate of the cost of same prior to the Owner's authorization. The Owner shall not be obligated to pay for any Additional Service in the absence of the foregoing. For proper Additional Services, the Owner shall compensate the Architect as provided in Section 11.2.

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 Programming	Basic Service	
§ 4.1.2 Multiple preliminary designs	Basic Service	
§ 4.1.3 Measured drawings of existing facilities		
§ 4.1.4 Existing facilities surveys	Basic Service	
§ 4.1.5 Site evaluation and planning (B203™-2007)	Basic Service	
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering	Basic Service	
§ 4.1.8 Landscape design	Basic Service	
§ 4.1.9 Architectural interior design (B252™-2007)	Basic Service	
§ 4.1.10 Value analysis (B204™-2007)		
	Basic Service with the Construction Manager	See MCL 339.2011
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation (B207™-2008)	Basic Service	
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed record drawings	Basic Service	
§ 4.1.15 As-constructed record drawings		
§ 4.1.16 Post occupancy evaluation	Basic Service	
§ 4.1.17 Facility support services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants	Basic Service	
§ 4.1.20 Telecommunications/data design/technology	Basic Service	
§ 4.1.21 Security evaluation and planning (B206™-2007)	Basic Service	
§ 4.1.22 Commissioning (B211™-2007)	See Section 4.2	
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® certification (B214™-2007)		
§ 4.1.25 Historic preservation (B205™-2007)		
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	Basic Service	

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

«Section 4.1.22: The Architect shall participate in basic system start-up and balancing as part of its Basic Services.»

§ 4.3 Additional Services may be provided after execution of this Agreement, in compliance with the first paragraph of Section 4.1 without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and, if necessary, an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the The following Additional Services shall be provided if there has been compliance ; the Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need with the first paragraph of Section 4.1. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Subject to Section 6.6 and Section 6.8, services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, 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;

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- .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 the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations which occur after the preparation of such Instruments of Service.; (The Architect is expected to and shall provide its services in compliance with the most-recent codes, laws, regulations and interpretations.);
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner, acknowledging the Owner's obligations under the Open Meetings Act 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 or at which the Architect's services are at issue;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need promptly comply with the opening paragraph of Section 4.1 for the following Additional Services. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services not accepted in writing by the Owner:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives approved by the Owner that exceed the scope of the Work and Project cost and that require substantial evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom after bids have been awarded; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services after the time frame identified in Section 3.6.1, 360 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

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

- .1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « » (« ») visits to the site by the Architect over the duration of the Project during construction
- .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

.4 « » (« ») inspections for any portion of the Work to determine final completion

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, Upon the Architect's specific written request, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in the AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

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

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. In addition to the Architect's responsibilities under MCL 339.2011, The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality. The parties acknowledge the Owner's fixed limit of construction cost for the Project.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, subject to parameters of authority set by the Owner. 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, subject to the Owner's status as a public body, including being subject to the Open Meetings Act.

§ 5.6 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 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.

§ 5.7 Where required by the circumstances of the Project and as requested by the Architect in writing, The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall assist the Owner in obtaining such services as a part of the Architect's Basic Services, and the Owner will pay for such services as applicable.

§ 5.8 The Owner Architect shall coordinate the services of its own consultants with those services provided by the Architect/Owner's consultants. 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 in this Agreement, or authorize the Architect to furnish them as an Additional Service in accordance with Article 4, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Architect shall assist the Owner in selecting a service provider as part of Basic Services. The Owner and Architect shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall assist the Owner in obtaining such services as part of the Architect's Basic Services.

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

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

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents that may affect the Architect's services. Communications by and with the Architect's consultants shall be through the Architect.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of cost estimating or tracking under this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. ~~The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants, and compensation of the Architect and the Architect's consultants during the Construction Phase only, including respective compensation for reimbursable expenses at the job site, if any. For purposes of calculating fees or other costs determined on a percentage of the Cost of the Work only, the The Cost of the Work does not include the compensation of the Architect or the Architect's consultants, compensation of the Construction Manager or the Construction Manager's consultants, work for which the Architect is not providing services (for example, unused contingency dollars, Owner-purchased equipment), the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.~~

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. A fixed limit of construction cost shall be established by the Owner as a condition of this Agreement in accordance with the relevant application for preliminary qualification of bonds. 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 permit 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 required to prepare its own estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with as necessary to perform its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its own Basic Services; however, the Architect and shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another. The Architect shall ensure compliance with MCL 339.2011.

§ 6.4 If at any time, prior to the conclusion of the Design Development Phase, the Architect's or 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 and as a Basic Service, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If at any time the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's fixed budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except w. When the excess is due to Architect negligence or changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, the Work shall be performed as a Basic Service.

§ 6.8 In the event the lowest bid (or bids) exceed the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall without additional compensation provide such modifications in the Contract Documents and services as necessary to bring the cost of the Project within budget.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they may shall endeavor to establish necessary protocols governing such transmissions.

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

§ 7.3 Upon execution of this Agreement, the Owner shall have a nonexclusive, irrevocable license and right to access, use and reproduce the Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project or completing the Project should Architect not provide services through completion. On behalf of, and for the benefit of, the Owner, the Architect shall obtain similar rights from the Architect's consultants consistent with this Agreement. Such rights shall, without limitation, authorize the Owner and the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors and other design professionals, to utilize and to reproduce applicable portions of the Instruments of Service for use in performing services or construction for the Project. Any termination of this Agreement for any reason or under any condition shall in no way terminate or otherwise diminish the licenses and rights described herein.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable Michigan law, but in any no case not more than 10 years after the date of Substantial Completion of the Work shall a claim by the Owner be deemed untimely if filed within six (6) years of Substantial Completion of the overall Project or, if longer, one year after the discovery of a defect caused by the Architect's gross negligence. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232 2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

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

§ 8.2 Mediation

§ 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 binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by 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 the Agreement, except that either party may, if in good faith, declare a mediation impasse and proceed with litigation after one full day of mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, 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 this alternative dispute resolution process, the parties agree that applicable limitations periods 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. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

« »

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project for more than 30 consecutive days, 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 subject to negotiation by the parties.

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9 continue and shall not be terminated or diminished in any manner.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Michigan place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, as modified on behalf of the Owner. In the event of any inconsistency between this Agreement and the General Conditions, the terms of this Agreement shall govern.

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

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

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. The Architect shall obtain the Owner's approval prior to disclosures of information for purposes of verifying that such disclosures contain no confidential information (including, for example, information protected by FERPA).

§ 10.8 If the Architect or Owner receives Owner information specifically designated by the other party as that is "confidential" or "business proprietary," the receiving party Architect shall 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.

§ 10.9 The Architect agrees to retain permanent records relating to the services performed for a period of at least six (6) years following submission of the construction documents, during which period the records will be made available to the Owner upon request.

§ 10.10 Waiver and Severability

§ 10.10.1 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.

§ 10.10.2 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.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's proper performance of Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« A stipulated lump sum fee in accordance with the relevant application for preliminary qualification of bonds, which fee shall not exceed \$2,337,062. »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«As mutually agreed by the parties in writing prior to the performance of service in accordance with the hourly rates set forth in Section 11.7 »

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

« »

§ 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 Architect without mark-up, plus « » percent (« » %), or as otherwise stated below:

« »

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

Compensation is due and payable in monthly progress payments for services properly completed and authorized expenses incurred. As a guideline for anticipating payments, architectural services are approximately apportioned as follows:

Schematic Design Phase	« Fifteen »	percent (« 15 »	%)
Design Development Phase	« Twenty »	percent (« 20 »	%)
Construction Documents Phase	« Forty »	percent (« 40 »	%)
Bidding or Negotiation Phase	« Five »	percent (« 5 »	%)
Construction Phase	« Twenty »	percent (« 20 »	%)
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.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for Additional Services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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

« »

Employee or Category	Rate (\$0.00) per hour
Principal	\$ 150.00
Project Director/Planner	\$ 135.00
Architect	\$ 110.00
Interior Designer	\$ 75.00
Engineer	\$ 130.00
Designer	\$ 85.00
Construction Administration	\$ 100.00
CAD Operator	\$ 65.00
Clerical	\$ 50.00

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§ 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 in connection with authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project. The Architect will pay initial deposits for plan reviews as a reimbursable expense. Invoices for the balance of such fees may be forwarded to, and paid directly by, the Owner;
- .4 Printing, reproductions, plots, standard form documents for use and reviews by Owner and governmental agencies;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « zero » percent (« 0 » %) of the expenses incurred. Reimbursable expenses shall not exceed \$ _____ without the prior written consent of the Owner.

The Architect's total compensation package, including fee and reimbursable expenses, shall not exceed \$ _____ without the prior written approval of the Owner.

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

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

« »

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of ~~«zero dollars »~~ (\$ «0.00 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for undisputed services shall be made monthly in proportion to services performed. Undisputed Ppayments are due and payable within thirty (30) days of the Owner's receipt upon presentation of the Architect's invoice. Amounts unpaid ~~«thirty »~~ (« 30 ») days after the invoice due date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

« Five Percent » 5% « (See MCL 438.31) »

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

«§ 12.1 The Architect shall perform its duties, responsibilities and services in a manner consistent with the professional standards of the architectural profession.

§ 12.2 The Architect shall not be entitled to additional compensation in the event it is necessary to extend the contract completion date because the Project is delayed due to conditions beyond the control of the Owner, such as strikes, weather, material shortages, etc.

§ 12.3 The Architect shall immediately notify the Owner, in writing, of the presence of any hazardous material in connection with this Project of which the Architect is aware. The Owner, at its cost, shall be responsible for analysis, design, removal, remediation or other action related to any asbestos or hazardous substances.

§ 12.4 If errors and omissions in the Project are detected in the plans and specifications before the work is bid, the costs of any re-design required to incorporate the item or feature omitted or to correct the error shall be borne by the Architect. Any additional construction costs in this instance resulting from the inclusion of the omitted item or feature or to correct the error shall be borne by the Owner. If, however, the error or omission is not detected until after the work is bid, and if correction of the error or the incorporation of the omitted item or feature should reasonably and properly have been provided by the Architect when considered on a case-by-case basis, then the cost of redesign and any removal and reconstruction required to begin incorporation of the omitted item or correction of the erroneous feature shall be borne by the Architect.

§ 12.5 The Architect shall be accessible to the Owner, either on-site or via communication media, as is necessary to address issues that arise during the Project.

§ 12.6 The Architect will, as part of Basic Services, attend the Owner's Board of Education meetings and staff meetings (in person or via communication media) as reasonably requested by the Owner.

§ 12.7 Services deleted from Article 4 shall be deemed to be a part of Basic Services.

§ 12.8 The Architect agrees to provide assistance up to one (1) year beyond the date of substantial completion as a part of Basic Services, as well as a post-occupancy evaluation of the building thirty (30) days prior to the expiration of the warranty period. This review shall include architectural, plumbing, mechanical, electrical, civil and structural review of the Project, to determine whether the Project components are performing as specified prior to the expiration of the relevant warranty.

§ 12.9 The Owner reserves the right to approve the identity of the Architect's project representative(s) and to require their replacement upon two (2) weeks' notice. The Architect shall make available the services of Lee Andrea, Brendon Pollard, and other such individuals as may be required to provide the services defined as Basic Services or needed in the course of the Project to complete the Project as described in the Agreement. 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 Architect 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.

§ 12.10 The Architect will assist the Construction Manager in all contract award services, including but not necessarily limited to, conducting pre-award conferences with apparent low bidders, reviewing bids or negotiated proposals, and advising the Owner whether such bids and proposals are responsive and acceptable in the context of the Project requirements.

§ 12.11 The Architect shall not utilize photographs of this Project for any advertising or promotional purpose that include the image of any student of the Owner without the express written permission of the parent or guardian of that student if that student is a minor. If the student is of the age of majority or is an emancipated minor, the Architect must obtain express written permission from that student. Such express written permission shall acknowledge the Architect's intent for use of those images. The Owner, in its discretion, may assist the Architect in securing such permission.

§ 12.12 The Architect, with the assistance of the Construction Manager, shall include in bidding information, plans or specifications a requirement that the successful Contractor(s) shall provide operation manuals to the Owner and Contractor(s) shall provide adequate training for the Owner in the operation of any and all facility systems installed by the Contractor(s) including mechanical, civil, electrical, HVAC systems and any other building systems.

§ 12.13 The Architect agrees that it will be the Architect responsible for the construction described in this Agreement and shall not specify as a building material in any Construction document for the Project any material which the Architect knew or reasonably should have known was an asbestos containing building material (ACBM), as defined in Section 763.83 of 40 CFR Part 763, as amended. Upon the issuance of the final certificate for payment, the Architect shall furnish the Owner a signed statement (dated current) that, to the best of Architect's knowledge, no asbestos containing building material was used as a building material in the Project. The Architect shall include in specifications that no ACBM shall be used in the construction of the school building and that each contractor shall certify to the School District and Architect that none was used in the construction; the Architect shall cooperate with the Owner and the Construction Manager in obtaining such Contractor certifications.

§ 12.14 The Owner reserves the right in its discretion to require consolidation or joinder of mediation arising out of or relating to this Agreement with another mediation involving a person or entity not a party to this Agreement, in the event the Owner believes such consolidation or joinder is necessary.

§ 12.15 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 provisions of this Agreement shall be deemed to be void and non-existent in the event the Owner, in its discretion, determines the other party should become a party to that dispute by joinder or otherwise.

§ 12.16 In the event of mediation arising out of or relating to this Agreement, the Owner reserves the right to require that the mediation hearing be conducted in the general area where the Owner's principal place of business is located.

§ 12.17 Production of original drawings and specifications, as well as all construction bulletin drawings and

specifications in both pdf and a CADD CD-ROM form acceptable to the Owner shall be a part of Basic Services and shall be made available to the Owner upon request at any time after they have been created. Additionally, the Architect shall assemble and deliver all field drawings used for the Project as part of Basic Services.

§ 12.18 The Architect, without additional cost to the Owner, shall maintain in force insurance coverage as set forth in Section 2.6. Insurance shall be either (a) occurrence-based and shall be maintained in force during the life of the Project and for a period of no less than twelve (12) months after the relevant date of Substantial Completion of the Project, or (b) claims-made and shall be maintained in force during the life of the Project and for a period of no less than six (6) years after the relevant date of Substantial Completion of the Project. The Architect shall notify the Owner thirty (30) days in advance if the coverage becomes unavailable or if the coverage amount is substantially changed. The Architect shall provide the Owner with certificates of insurance evidencing the insurance coverage required of the Architect, which certificates shall be attached to the Agreement. The Owner shall be listed as an "additional insured" on all applicable insurances.

§ 12.19 The Architect and Construction Manager shall provide the Owner the necessary bidding information and shall assist the Owner in the preparation of the General Conditions of the contract and the Form of Agreement Between Owner and Contractor. The referenced documents shall consist of the unabridged AIA contract forms which the Architect shall modify as necessary to be consistent with this Agreement and the laws of the State of Michigan, including, but not limited to dispute resolution procedures. The Architect shall include in bid specifications, and in any of the relevant document provisions indicating that modified version(s) of standard AIA Owner/Contractor Agreement(s) will be utilized; such contract shall be subject to the Owner's approval.

§ 12.20 The Architect 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, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this contract.»

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

1. AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as modified.
2. AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:
« »
3. AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
« »
4. Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
« »

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

OWOSSO PUBLIC SCHOOLS,

KINGSCOTT ASSOCIATES, INC.,

OWNER (Signature)

ARCHITECT (Signature)

« »« »

(Printed name and title)

« »« »

(Printed name and title)

Modified: 12/04/17, 12:52PM

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
December 11, 2017
Report 17-69

FOR FUTURE ACTION

Subject:

Construction Management Services – Bond

Recommendation:

Recommend that the Board authorize the Superintendent to sign the agreement with Clark Construction for construction management services for the bond passed in November of 2017

Rationale:

The formalization of the relationship with Clark Construction for construction management services needs to occur to facilitate the planning phase of the bond to continue

Statement of Purpose/Issue:

To formally retain construction managements services in order to proceed with bond project planning.

Facts/Statistics:

Selection of bond partners was done back in 2007 when the Board authorized the Superintendent at the time to proceed with a bond exploration process. A typical question that may be asked is “Why wouldn’t the Board have gone through this process again during the intervening time period”. The answer would be that “These partners, during an exploration process, invest a lot of time and money on behalf of the District without compensation to give the necessary professional assistance to guide the District in the bond process. This results in the District honoring these relationships when a bond is passed **unless** the partners have proved themselves to be unreliable or not a good fit”. This has not been the case with the partners selected back in 2007 and therefore it is being recommended that the Board move forward with formalizing these relationships, the construction managers being one of them. (Note: All of the minutes from interviews and actions by the Board are contained and available for review).

For bond construction management services, in January of 2007, a comprehensive request for proposal was sent out requesting construction management services. Six firms responded to the request (Christman, Clark, E. Gilbert & Sons, Granger, Spence and Wolgast). The responses again were reviewed by an internal team and Christman, Clark and Granger were selected to be interviewed by the Board at their February 12, 2007 board meeting. The interviews resulted in Clark Construction being selected as the Construction Manager.

The resulting proposed contract has been submitted to Thrun for review with the recommended changes presented to all parties. This is still considered in “draft” format for the December 11th meeting as all comments from both parties have not been formalized. The draft contract has been included with this board report and the accompanying letter from the attorneys provided “at place” that outlines substantive changes to the standard AIA document. All changes will be incorporated for formal approval by the Board at the January 22nd meeting.

Motion

Seconded

Vote – Ayes

Nays

Motion

AIA® Document C132™ - 2009

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

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.

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™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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AIA[®] Document C132™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the « ____ » day of « _____ » in the year « 2017 »

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

BETWEEN the Owner:

(Name, legal status, address and other information)

Owosso Public Schools
645 Alger Avenue
P.O. Box 340
Owosso, Michigan 48867

and the Construction Manager:

(Name, legal status, address and other information)

«Clark Construction Company » «
«3535 Moores River Drive »
«Lansing, MI 48901 »
«Phone: (517) 372-0940
«Fax: (517) 372-0668 »

for the following Project:

(Name, location and detailed description)

«Owosso Public Schools – work described in Application for Preliminary Qualification of Bonds No. 78-110-4-K12-06-05, successfully voted on November 7, 2017, all in accordance with applicable law, the approved plans and specifications, the Owner's fixed budget, and as otherwise approved by the Owner.»

The Architect:

(Name, legal status, address and other information)

Kingscott Associates, Inc.
259 E. Michigan Avenue, Suite 208
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.

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

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

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

« To be determined by the Owner in accordance with Application for Preliminary Qualification of Bonds No. 78-110-4-K12-06-05. The Construction Manager shall assist the Owner with Preparation of the Program as described in Section 3.2. »

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

«To be determined by the Owner in accordance with Application for Preliminary Qualification of Bonds No. 78-110-4-K12-06-05. »

§ 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.)

« A fixed sum to be established by the Owner as a condition of this Agreement in accordance with Application for Preliminary Qualification of Bonds No. 78-110-4-K12-06-05

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

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 User Notes:

.1 Design phase milestone dates, if any:

«To be determined.»

.2 Commencement of construction:

« To be determined. »

.3 Substantial Completion date or milestone dates:

« To be determined. »

.4 Other:

« »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

«Competitively bid multiple Prime contracts »

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

« »

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

« »

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

«Superintendent of Schools »

« »

« »

« »

« »

« »

§ 1.1.9 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 information.)

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

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

« »« »

« »

« »

« »

« »

.2 Geotechnical Engineer:

« »
« »
« »
« »
« »

.3 Civil Engineer:

« To be provided by Architect. »
« »
« »
« »
« »

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

« »

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

« _____ »
« _____ »
« _____ »
« »
« »

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

« »

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

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

« Not applicable. The Construction Manager will provide detailed cost estimating services. »
« »
« »
« »
« »

.2 Other consultants:

« »

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

« »

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

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User Notes: (3554CA18)

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager may mutually agree to a written adjustment inshall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation, as applicable.

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 the AIA Document B132™ - 2009, 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.

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

§ 2.5 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.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement in the amounts identified or as required by law, whichever is greater. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than « Two Million Dollars » (\$ « 2,000,000 ») for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than « One Million Dollars » (\$ « 1,000,000 ») combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 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.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than « Five Hundred Thousand Dollars » (\$ « 500,000 »).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than « Two Million Dollars » (\$ « 2,000,000 ») per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3, AIA Document A232, as modified, Article 12 of this Agreement, and any other services identified in this Agreement, unless such services are expressly designed as Additional Services. Basic Services shall include, but not be limited to, and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation and supervision of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review, analyze and assist in the development of 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. The Construction Manager shall maintain a current budget statement for this Project.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, 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, if multiple Contractors or fast-track construction will be used, and (6) a Project Schedule, which shall be subject to the Owner's approval. The Construction Manager shall periodically update the Construction Management Plan monthly, or as otherwise appropriate, over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect 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. Such reviews do not alter the Architect's responsibility for its design.

§ 3.2.6 The Construction Manager shall prepare and periodically update in writing, at least monthly or as otherwise agreed by the Owner and Construction Manager, 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 could affect the Project's timely completion. The anticipated Construction Schedule, including critical and long-lead time items, should be taken into account.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, in writing, at least monthly or as otherwise agreed by the Owner and Construction Manager, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and shall make recommendations for corrective action.

§ 3.2.8 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 design details adversely affect constructability, cost or schedules.

§ 3.2.9 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.

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

§ 3.2.11 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. If multiple Contracts are to be awarded, 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.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including, but not limited to, phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, materials and equipment, including, but not limited to, those that must be ordered well in advance of construction, and the occupancy requirements of the Owner. The Construction Manager shall provide the current Project construction schedule for each set of bidding documents.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of products, materials, and equipment, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 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.

§ 3.2.16 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 for quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 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.

§ 3.2.18 The Construction Manager shall develop and submit the list of prospective bidders to whom copies of the invitation to bid are to be sent for the Architect's review and the Owner's input and approval. Additionally, the Construction Manager acknowledges that its Basic services include assisting the advising the Owner with respect to compliance with the competitive bidding requirements of MCL 380.1267 and MCL 380.1274, as applicable.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders, prepare and publish necessary bid notices, advertisements, certifications, and disclosures, 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 Construction Contract and General Conditions forms shall be used.

§ 3.2.20 After the Owner receives bids, the Construction Manager shall receive bids, prepare bid analyses, conduct post-bid interviews with apparent low bidders, and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

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User Notes:

(1564018)

§ 3.2.21 The Construction Manager shall assist the Owner in preparing ~~prepare~~ Construction Contracts using form documents modified by the Owner's legal counsel and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors. As part of its assistance, the Construction Manager shall verify that the Construction Contracts have been modified to conform with this Agreement and the Agreement between the Owner and Architect, including but not limited to, dispute resolution procedures, permit requirements, bond requirements, prevailing wage requirements, insurance requirements, and an acknowledgment of the supremacy of Michigan law.

§ 3.2.22 The Construction Manager shall advise the Owner as to all building and special permits required for the Project and shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. 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.

§ 3.2.23 The Construction Manager shall keep the Architect and the Owner informed of any changes in requirements, general market conditions or in construction materials, systems or equipment as the Drawings and Specifications are developed.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 ~~Subject to Section 4.3,~~ The Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment or 30 days after final payment to all Contractors is due.

§ 3.3.2 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.

§ 3.3.3 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™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified for the Project. The Construction Manager shall request a modified form of the General Conditions of the Contract from the Owner's legal counsel, and the Construction Manager shall include the modified General Conditions of the Contract in bid specifications and ensure the document is included in the final Contract Documents. ~~If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.~~

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime 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 Multiple Prime Contractors in accordance with the latest approved Project schedule, Project cost estimates and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule in writing and monthly, or as otherwise agreed by the Owner and Construction Manager, incorporating the activities of the Owner, Architect, and Multiple Prime 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 well 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, if any, to the Owner and Architect to restore the Project schedule.

§ 3.3.6 The Construction Manager shall schedule and conduct progress and construction meetings at least monthly, or as otherwise agreed by the parties, to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

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

§ 3.3.8 The Construction Manager shall schedule 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 its best efforts to obtain satisfactory performance from each of the Multiple Prime 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, in writing, monthly or as otherwise agreed by the Owner and Construction Manager, as to variances between actual and budgeted or estimated costs and the anticipated satisfaction of the Owner's fixed limit of construction cost. If the 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 On a monthly basis or as otherwise agreed by the parties in writing, the Construction Manager shall develop and deliver to the Owner cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

§ 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, all of which shall be updated on at least a monthly basis.

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

§ 3.3.12.2 Not more frequently than monthly or as otherwise provided in the relevant Contracts for Construction, 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 are Multiple Prime Contractors 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 Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality and quantity of the Work is in accordance with the Contract Documents and has been performed in a good and workmanlike manner. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager, identified in writing along with the relevant certification. 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.

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§ 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, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Nothing in this subsection shall reduce the Construction Manager's duty to supervise, particularly as provided in Sections 3.3.14 and 12.18.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime 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 Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime 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 Owner and Contractor of safety violations, if observed by the Construction Manager, and shall verify Contractor's correction of the same. 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 and ensure that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents using the best efforts consistent with the standards of the construction industry for a construction manager-adviser and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Subject to the authority of the Owner, 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 the 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 3.3.20.1. 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 such 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. See Section 12.2.

§ 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 authorized by law and 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 the Construction Manager's or the Construction Manager's agent's negligent acts or omissions, including but not limited to failures to reject non-conforming Work, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work (that are not employed or engaged by the Construction Manager).

§ 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 with its written recommendation, and 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 they are accepted and approved by the Owner, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents. The Construction Manager shall contemporaneously review all changes and potential changes in the Work with the Owner and Architect for reason, cost, cause and responsibility.

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§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3-1-7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other 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. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime 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 Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 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, delays, and other similar relevant data as the Owner may require. The log shall be available to the Owner.

§ 3.3.20.1 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 Multiple Prime 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; and
- 11 Any other items the Owner may require:

« »

§ 3.3.20.2 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 Contractor's work force report;
- 2 Equipment utilization report;
- 3 Cost summary, comparing actual costs to updated cost estimates; and
- 4 Any other items as the Owner may require:

« »

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect, Owner, and the Contractor, and upon completion of the Project, shall deliver them to the Owner in reasonable condition and in good order.

§ 3.3.22 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.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe, coordinate, arrange, and facilitate the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

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

§ 3.3.25 When the Work 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, dated current. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. 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 evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (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 Contractor under the Contract Documents, including warranties, record drawings, and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 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 the Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

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

§ 3.3.30 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, legal proceeding or administrative law proceeding to which the Owner or the Construction Manager is a party concerning the Project.

§ 3.3.31 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.

§ 3.3.32 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. The Construction Manager will perform its work and will coordinate and manage the work of the Contractors so as not to interfere with the Owner's use of the Project area for educational purposes, including but not limited to controlling and managing noise levels, safety, dirt, dust, debris, convenient access, etc.

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. Additional Services (including those listed below and not identified as Basic Services) may be provided by the Construction Manager and compensated by the Owner as an Additional Service if: (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. The Owner shall not be obligated to pay for any Additional Service in the absence of the foregoing. For proper Additional Services, the Owner shall compensate the Architect as provided in Section 11.2.

(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 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	« Not Provided »	
§ 4.1.2 Architectural interior design(B252™-2007)	Not Provided	
§ 4.1.3 Tenant-related services	Not Provided	
§ 4.1.4 Commissioning in accordance with (B211™-2007)	Not Provided	
§ 4.1.5 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Not Provided	

§ 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.

« »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement if done so in compliance with the first paragraph of Section 4.1. 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 shall be provided if there has been compliance with the first paragraph of Section 4.1, 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. Subject to Section 6.6, 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 alternate bid or proposal requests proposed by the Owner;
4. Preparation for, and attendance at, a public presentation, meeting or hearing;
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; or
7. Assistance to the Initial Decision Maker, if other than the Architect; or
8. Service as the Initial Decision Maker;
9. Providing Services to manage work that is added to the Program Scope by the Owner arising from realized savings in the originally-allocated budget.

§ 4.3.2 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 if there is compliance with the first paragraph of Section 4.1:

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- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker except those claims required for the timely completion of construction.
- .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 the timeframe established in Section 3.3.1.
- .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 Providing surveys and other legal information referenced in Section 5.6.
- .5 Providing geotechnical services or other related services as referenced in Section 5.7.

~~§ 4.3.3 If the services covered by this Agreement have not been completed within « » (« ») months of the date of 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 the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements subject to the Owner's status as a public body that is not a construction professional. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.~~

~~§ 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality. The parties acknowledge the Owner's fixed limit of construction cost for this project.~~

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

~~§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of the Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to 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 the Owner's parameters. 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 Unless provided by the Construction Manager 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 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~~

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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 Unless provided by the Construction Manager as necessary for the project, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Upon request, the Construction Manager will assist the Owner in identifying an entity or entities to provide such services and information.

§ 5.8 The Owner Construction Manager shall coordinate the services of both its own and the Owner's 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 in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager timely requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner Construction Manager shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Upon request, the Construction Manager will assist the Owner in identifying an entity or entities to provide such services and information.

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

§ 5.11 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. 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 or non-conformance with the Contract Documents.

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

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to may communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing execution of the Contract for Construction, the Owner Construction Manager shall coordinate assist the owner in coordinating the Construction Manager's duties and responsibilities set forth in the Contract 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.

§ 5.15 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 Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of cost estimating or tracking under 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 overseen/supervised by the Construction Manager and shall include the contractors' general conditions costs, overhead and profit, compensation of the Construction Manager and its consultants, compensation of the Architect and its consultants, including respective compensation for reimbursable expenses at the job site, if any. For purposes of calculating fees or other costs determined on a percentage of the Cost of the Work only, The Cost of the Work does not include the compensation of the Architect and its consultants, 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, work for which the Construction Manager is not providing services (for example, unused contingency dollars, Owner-purchased equipment). The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4 and is a fixed limit of construction cost as a condition of this Agreement. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed 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, over Contractors' methods of determining bid prices, or over 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 budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager. The foregoing statement does not waive the fixed limit of construction cost.

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

§ 6.4 If, prior to the conclusion of the Design Development Phase at any time, 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, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the fixed limit of construction cost identified in the Owner's budget for the Cost of the Work, the sum of the lowest bona fide bids or negotiated proposals 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. 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
3. implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2 or Section 6.5.3, the Construction Manager, without additional charge, shall cooperate with the Owner and Architect as necessary to bring the Construction Cost within the fixed limit established as a condition of this Agreement.

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, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Construction Manager and Construction Manager intend to transmit Instruments of Service or any other

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information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable Michigan law, but in any case not more than 10 shall a cause of action by the Owner be deemed untimely if filed within six (6) years after the date of Substantial Completion for the Work overall Project. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and 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 the Agreement, except that either party may, if in good faith, declare a mediation impasse and proceed with litigation after one (1) 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 the 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 applicable limitations periods applicable to 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. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

« »

§ 8.3 Arbitration Not Used

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

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

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

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

§ 8.3.4 Consolidation or Joinder Not Used

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

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

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

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 Construction Manager shall be paid all undisputed sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted subject to negotiation.

§ 9.2 If the Owner suspends the Project for more than 30 consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted subject to negotiation.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative 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.

§ 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 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 State of Michigan.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, as modified on behalf of the Owner, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager. In the event of a conflict or inconsistency between the General Conditions of the Contract for Construction and this Agreement, the terms of this Agreement shall govern.

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

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

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

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

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. 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 or Owner receives information specifically designated by the other party as of the Owner that is "confidential" or "business proprietary," the receiving party Construction Manager shall 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.

§ 10.9 The Construction Manager agrees to retain permanent records relating to the services performed under this Agreement for a period of at least six (6) years following final completion of the Project, after which period such records will be offered to the Owner for the Owner's retention.

§ 10.10 Integration, Waiver and Severability

§ 10.10.1 This is the entire agreement between the Owner and Architect with respect to the matters covered herein and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing signed by both parties. 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.

§ 10.10.2 A waiver of any term, condition, or covenant by a party shall not constitute a waiver of any other term, condition or covenant. 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.

ARTICLE 11 COMPENSATION

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

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« See Section 11.1.2. »

§ 11.1.2 For Construction Phase Services in Section 3.3:

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(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« The Construction Manager's total compensation shall be based on the project scope according to the "Proposal Summary" as set forth in the Construction Manager's proposal dated _____. At the completion of the Preliminary Design phase, the Construction Manager's fee, costs, and reimbursable expenses shall be converted to a total not-to-exceed lump sum. »

§ 11.2 For Additional Services designated in Section 4.1, 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 prior to performance, taking into consideration the hourly rates schedule in Section 11.5. »

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

« To be negotiated prior to performance, taking into consideration the hourly rates schedule in Section 11.5. »

§ 11.4 Compensation for 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 «-» percent («-»%), or as otherwise stated below:

« »

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, will be determined by mutual agreement of the Parties before Additional Services are performed are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate (\$0.00)
« Senior Project Manager »	\$ _____ hour
Project Executive	\$ _____ hour
Estimator	\$ _____ hour
Superintendent	\$ _____ hour
Project Engineer	\$ _____ hour
Clerical/Coordinator	\$ _____ hour

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic 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 Transportation in connection with and authorized out-of-town travel and subsistence other than to and from the Project;
- .2 Long distance services (excluding phone service of the Construction manager's main office), dedicated data and communication services, teleconferences, and Owner approved Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner in writing;
- .7 Professional photography, and presentation materials requested by the Owner; and

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- .8—Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9—All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11—Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses actually incurred by the Construction Manager and the Construction Manager's consultants at cost and without markup. Reimbursable expenses, including all General Conditions and supervisory personnel costs, shall not exceed a fixed amount determined by the Construction Manager and Owner at the conclusion of the Preliminary Design phase plus ~~« »~~ percent (~~« »~~%) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

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

§ 11.7.2 Unless otherwise agreed, payments for undisputed services shall be made monthly in proportion to services performed, except that the final payment shall not be made until Final Completion of the Project. Undisputed payments are due and payable ~~thirty (30) days of the Owner's receipt upon presentation of the Construction Manager's invoice unless and to the extent reasonably disputed by the Owner in good faith. Undisputed amounts unpaid « thirty »~~ (~~« 30 »~~) days after the due 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.)

~~« Five percent (5%) per annum. »~~ % ~~« See MCL 438.31. »~~

§ 11.7.3 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 has been found liable for the amounts in a binding dispute resolution proceeding ~~is otherwise responsible.~~

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available ~~forwarded to the Owner at mutually convenient times with each applicable invoice.~~

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 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 construction means, methods, techniques, sequences, or procedures observed by it that do not appear to conform with industry standards, and shall also report to Owner any work that appears not to be in conformance with the Contract Documents. The performance of additional services made necessary by defects or deficiencies in the work of the contract shall not entitle the Construction Manager to additional compensation if such services were of such a nature that they should have been observed by the Construction Manager so that the work would not be necessary.

§ 12.3 The Construction Manager shall timely inform both the Owner and the Architect of any observed defects or deficiencies in the quality of workmanship of the various contractors.

§ 12.4 The Construction Manager shall provide daily 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 require the replacement of any of them upon two (2) weeks'.

written notice. The Construction Manager shall make available the services of all personnel and other such individuals as may be required to provide the services defined as Basic Services or needed in the course of the Project to complete the Project as described in the Agreement. 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.

§ 12.5 The Construction Manager shall, upon completion of the Project, deliver to the Owner all records and files of the Project, which shall have been organized in a reasonable manner by the Construction Manager, including all field marked copies of the Drawings and Specifications.

§ 12.6 The Construction Manager shall inspect 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 correction action.

§ 12.7 As part of Basic Services, the Construction Manager shall provide callback services for a period of 18 months following substantial completion, or to the end of the longest Contractor warranty period, whichever is later.

§ 12.8 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. The Owner, at its cost, shall be responsible for analysis, design, removal, remediation or other action related to any asbestos or hazardous substances.

§ 12.9 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.

§ 12.10 The Owner agrees to provide and pay for construction support items or general condition items and the items listed in Paragraph 12.9 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.

§ 12.11 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.

§ 12.12 Any service that is deleted from Article 4 shall be deemed a part of Basic Services.

§ 12.13 The Construction Manager will, as part of Basic Services, attend the Owner's Board of Education meetings and staff meetings (in person or via communication media) as reasonably requested by the Owner.

§ 12.14 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.

§ 12.15 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 should become a party to that dispute by joinder or otherwise.

§ 12.16 The Owner reserves the right to require any mediation to be held near the Owner's principal place of business.

§ 12.17 The Construction Manager further agrees to include a similar mediation provision as identified herein in the form Owner/Contractor Agreement (per Section 3.2.21) and in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between parties to those agreements. The Construction Manager shall be responsible for ensuring the inclusion of this provision in pertinent bid documents and contract forms, the preparation of which the Construction Manager provides or with which the Construction Manager assists in preparation.

§ 12.18 The Construction Manager shall be responsible for supervision of construction under 1937 PA 306.

§ 12.19 The Construction Manager shall actively enforce all applicable policies of the Owner, including but not limited to those related to alcohol and tobacco.

§ 12.20 The Construction Manager shall not be entitled to additional compensation in the event it is necessary to extend the completion date because the Project is delayed due to conditions beyond the control of the Owner, such as strikes, weather, material shortages, etc.

§ 12.21 In the event of any inconsistency between the Agreement and AIA Document A232, as modified, the terms of this Agreement shall govern.

§ 12.22 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.

§ 12.23 DEFENSE AND INDEMNIFICATION: The Construction Manager shall indemnify and hold harmless the Owner, its Board of Education, its board members in their official and individual capacities, administration, its successors, assigns, employees and agents (the "Indemnitees"), from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, to the extent caused in whole or in part by or asserted to arise from (i) the negligent acts or omissions of the Construction Manager, its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this Agreement by the Construction Manager; or (iii) any breach of any representation or warranty by the Construction Manager under this Agreement. The Construction Manager shall notify the Owner by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which the Owner or one or more of the Indemnitees may be entitled to indemnification under this Agreement. The Construction Manager shall not be responsible for indemnifying an Indemnitee for the Indemnitee's negligence, but shall remain responsible to the fullest degree of Construction Manager's fault.

§ 12.24 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.

§ 12.25 The Construction Manager will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry, or physical disability. Breach of this covenant may be regarded as a material breach of this Agreement.

§12.26 STANDARD OF CARE, RESPONSIBILITIES OF CONSTRUCTION MANAGER: 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.

§ 12.27 The Owner shall have no obligation to pay any fees or other costs to the Construction Manager if the relevant bond election fails or the bonds financing the Project fail to close. »

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 Owner and Construction Manager.

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

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser, as modified.
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
« »
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
« »
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
« The Construction Manager's proposal dated _____ »

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

OWOSSO PUBLIC SCHOOLS, CLARK CONSTRUCTION COMPANY,

Formatted: Font: Bold

« »

« »

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

« »« »

« »« »

(Printed name and title)

(Printed name and title)

Modified: 12/04/17; 3:45pm

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
December 11, 2017
17-70

FOR FUTURE ACTION

Subject:

Revision to the temporary easement to the south driveway and contiguous property of the Middle School located at 219 N. Water St to the Kincaid Henry Building Group, Inc. located at 934 Clark St., Lansing, Michigan and the Shiawassee Regional Chamber of Commerce located at 215 N. Water St., Owosso as approved at the September 25, 2017 board meeting

Recommendation:

Resolve that the Board of Education authorize the Superintendent to sign off on the amended temporary easement to the property located by and inclusive of the south driveway alongside of the Owosso Middle School located at 219 N. Water St. to the Kincaid Henry Building Group, Inc. and Shiawassee Regional Chamber of Commerce

Facts/Statistics:

At the regularly scheduled Board meeting on September 25, 2017, the Board approved a temporary easement for the property located to the South of the Middle School in order to allow the construction group to move forward with the Chamber project involving the old armory building. The easement allowed their machinery to access the property to facilitate the renovation and construction of the property owned by the Shiawassee Regional Chamber of Commerce. Originally, the easement included leveling property to allow smooth access to the site and which could eventually result in the potential for the property to be turned into additional parking for the staff and visitors to the Middle School. This would have been accomplished by the construction company excavating the 840 feet of property necessary for access, leveling it with sand and finishing it off with crushed limestone at no cost to the district. The change to the proposal reflects only the need for the construction company to reseed the area to a green space and repair any damage to the existing sidewalk. The original plan to turn this into additional parking is no longer considered to be a financially prudent given the eventual change in use of the Middle School by the District.

All proposed changes to the easement originally passed by the Board are have been highlighted in the document accompanying this report for signature by the Superintendent. The proposed changes do not impact the current easement already granted to the construction company to access the property as the phase of returning the area outlined to green space and repairing the sidewalk will not take place until towards the final stages of construction. It is duly noted that the property will continue to be owned by the District and that the easement being granted is for the term of the current project and does not extend beyond such a reasonable time frame for completion of said project.

District Goal Addressed:

Fiscal integrity

Motion

Seconded

Vote – Ayes

Nays

Motion

REVISION TO EASEMENT PASSED BY BOARD AT SEPTEMBER 25, 2017 BOARD MEETING

~~September 26~~ **December 12**, 2017

To the parties at the Shiawassee Regional Chamber of Commerce, Kincaid Henry Group, Inc. and the City of Owosso:

At a regularly scheduled Board meeting on ~~September 25~~ **December 11**, 2017 of the Owosso Public Schools Board of Education, the Board authorized the Superintendent of the Owosso Public Schools to sign off a document to grant a temporary easement to approximately 840 feet of the property located by and inclusive of the south driveway alongside of the Owosso Middle School located at 219 N. Water St. to the Kincaid Henry Building Group, Inc. and Shiawassee Regional Chamber of Commerce. This is in recognition that the property must be utilized by the construction group to move forward with the Chamber project involving the old armory building.

The stipulation on the easement is that the property in question will be leveled to allow the machinery of the construction company appropriate access to the property and at the conclusion of the project will put the area in a condition inclusive of: **extending and repair of existing sidewalk, adding topsoil and grass seed to any remaining area that was disrupted during the construction process leveling, sand and finishing with crushed limestone**, at no cost to the district, ~~that will allow the District the option to pave the area for additional parking for the property at the Middle School without any additional preparation of the area by the District.~~ Any damage sustained to the property or liability arising out of use of the property by Kincaid Henry Group, Inc. or the Shiawassee Regional Chamber of Commerce will be assumed by both or either of the parties thereby indemnifying the District of any liability or financial responsibility. Use of the easement constitutes recognition of all aspects of the easement as outlined.

It is duly noted that the property will continue to be owned by the District and that the easement being granted is for the term of the current project and does not extend beyond such a reasonable time frame for completion of said project.

Dr. Andrea Tuttle
Superintendent Owosso Public Schools

Date

Witnesses to signature above: _____
Julie Omer, Chief Financial Officer

Clara Pitt, Administrative Assistant to the Superintendent