

Agenda of Regular Meeting

The Board of Education Waverly Community Schools

A Regular Meeting of the Board of Education of Waverly Community Schools will be held April 17, 2023, beginning at 6:00 PM in the Board Room, 515 Snow Road, Lansing, MI 48917.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. Call to Order and Pledge to the Flag - President Alicia Guevara Warren
- II. Special Presentations
 - A. Board Member Service Recognition - Rhonda Sosnowski
 - B. School Culture Presentation - Shawn Lewis, Director of School Culture
 - C. Grants and Student Activities Presentation - Jeff Parks, Grants & Activities Coordinator
- III. Correspondence
- IV. Public Comment for Agenda Items
- V. Board Member Comment
- VI. Approval of Agenda and Acceptance of all Reports into Discussion

Recommendation: *To request a motion to approve the April 17, 2023 agenda as presented and accept all reports into discussion.*

- VII. Approval of Consent Agenda Items 3

Items listed below may be approved with one motion unless a board member requests that an item or items be removed for separate action.

Special Meeting Minutes - March 14, 2023
Special Meeting Minutes - Closed Session - March 14, 2023
Regular Meeting Minutes - March 20, 2023
Report #22-52, HR Personnel Recommendations
Report #22-53, Finance Report

Recommendation: *To request a motion to approve the consent agenda as presented.*

VIII. Committee Meetings	
A. Teaching & Learning Advisory Committee Report	
B. Finance & Facilities Advisory Committee Report	
IX. Presentation of Reports	
A. For Action - Report #22-54, Social Media Litigation Resolution	20
<u>Recommendation:</u> <i>To approve the resolution to join the lawsuit against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms.</i>	
B. For Action - Report #22-55, 2022 Building and Site, Series I Construction Awards Recommendations - Bid Package 4 - High School	32
<u>Recommendation:</u> <i>To approve awards to the lowest responsible bidder(s) from Bid Package 4 - High School, in accordance with Board Policy 6320 (Purchasing).</i>	
X. Superintendent's Report	
XI. Public Comment - Open Comment for District Related Items	
XII. Other Board Business	
XIII. Adjournment	

Minutes of Special Meeting (Student Discipline)

The Board of Trustees Waverly Community Schools

A Special (Student Discipline) meeting of the Waverly Community Schools Board of Education was held Tuesday, March 14, 2023 at the Administration Building, located at 515 Snow Rd., Lansing, MI 48917.

Members Present: Amy Krause
Cathy Pike
Vince Perkins
Debbie Lopez

Members Absent: Alicia Guevara Warren
Holly Nester
Mary Ann Martin

Staff Present: Kelly Blake, Superintendent
Chris Huff, Interim Director of Teaching & Learning
Shawn Lewis, Director of School Culture
Jeremiah Baynes, Middle School Assistant Principal
Ann Marie Lindsay

Others Present: Student and Parents

The meeting was called to order at 2:03 pm by Secretary Vince Perkins. Secretary Perkins stated the parents of Student A requested a closed session for the purpose of a student discipline hearing.

A motion was presented by Member Pike and supported by Member Krause to meet in closed session under section 8(e) of the Open Meetings Act, for the purpose of a student disciplinary hearing.

Roll Call Vote: A. Krause – Yes
C. Pike – Yes
V. Perkins - Yes
D. Lopez - Yes

Motion PASSED

Vote: Ayes – 4; Nays – 0; Absent – 3 – Member Guevara Warren, Member Nester, Member Martin

The Board entered into closed session at 2:05 pm.
The Board reconvened to open session at 2:45 pm.

Minutes of Regular Meeting

The Board of Trustees Waverly Community Schools

Opening of Meeting

The regular monthly meeting of the Waverly Community Schools Board of Education was held on Monday, March 20, 2023 in the Waverly Board of Education Meeting Room, located at 515 Snow Rd., Lansing, MI 48917. President Guevara Warren called the meeting to order at 6:00 PM. The pledge to the flag was led by School Resource Officer, Troy Hansbarger.

Members Present: Alicia Guevara Warren
 Vince Perkins
 Amy Krause
 Cathy Pike
 Mary Ann Martin
 Debbie Lopez

Members Absent: Holly Nester

Staff Present: Kelly Blake, Superintendent
 Evan Nuffer, Director of Finance & Facilities
 Shawn Lewis, Director of School Culture
 Chris Huff, Director of Teaching & Learning
 Tiffany Wright, Director of Student Services
 Susan Friend, Director of Human Resources
 Ann Marie Lindsay
 Tim Lyman
 Molly Francis
 Allison Orwat
 Sue Ruegsegger

School Resource Officer: Troy Hansbarger

Student Representative: Emily Humphrey

Others Present: None

Superintendent Blake introduced the new School Resource Office, Troy Hansbarger. Deputy Hansbarger encouraged the Board Members or any staff member to contact him with any questions or concerns.

Correspondence:

None

Public Comment for Agenda Items:

None

Board Member Comment:

President Guevara Warren:

- Stated that BOE members were trying to get into the buildings to see staff, volunteer in classrooms, attend athletic events and be more visible within the district.
- Updated that the softball field was not completed yet, but the Athletic Dept. has a backup plan if needed.
- Congratulated Boys Varsity Basketball on their awesome season
- Congratulated Robotics for being awarded the First Impact Award and also participating in state competition.
- Discussed the possible creation of a BOE advocacy committee for potential legislature policy.

Member Krause congratulated the Varsity Boys Basketball team on their successful season as well as the Robotics Team award. She also commented how nice the East pool remodel is and urged all to view.

Member Pike welcomed School Resource Office, Troy Hansbarger.

Member Martin echoed the impressive community pool remodel at East and encouraged the community to take advantage of the area.

Student Representative Report – Emily Humphrey:

Winter sports concluded and the Boys Varsity Basketball team had a successful season.
 The Spring musical, Little Women, is being performed between April 28th and May 7th .
 National Honor Society inducted new members, and also sponsored a blood drive.
 The High school had World Language Week celebrations.
 The Winterfest Dance – The Snow Ball – was a success.
 Track will receive a \$20k grant for a new pole vault pit.
 Bathroom procedures have changed at the High School, there is no paper towel available and the boys’ bathroom has no doors on the stalls.

Approval of Agenda and Acceptance of Reports

A motion was presented by Member Krause and supported by Member Pike to adopt the March 20, 2023 agenda and accept all reports.

Motion PASSED

Vote: Ayes – 6; Nays – 0; Absent – 1/Member Nester

Approval Consent Agenda Items

A motion was presented by Member Perkins and supported by Member Martin to approve the consent agenda as presented.

- 1.Regular Meeting Minutes – February 13, 2023
- 2.Special Meeting Minutes – February 24, 2023
- 3.Special Meeting Minutes – Closed Session – February 24, 2023
- 4.Report #22-43, Human Resources Personnel Report
- 5.Report #22-44, Finance Report
- 6.Report #22-45, Acceptance of Donation – Robotics Trailer

Motion PASSED

Vote: Ayes – 6; Nays – 0; Absent – 1/Member Nester

COMMITTEE MEETINGS:

Finance & Facilities Advisory Committee – Member Pike reviewed the March 14, 2023 committee meeting, summarizing the 2022-23 budget revisions, which includes revenues increased by \$5+ million and expenditures decreased by \$2.8 million. High level assumptions were given for the upcoming 2023-24 school year based on a proposed budget by Governor Witmer. The committee also reviewed budgets for the High School athletic complex, East Intermediate and technology improvements. All projects are still under budget. Any funds remaining after each project will be utilized for future projects.

PRESENTATION OF REPORTS

Finance & Facilities

For Action – **Report #22-46**, 2022-23 Budget Amendment Resolutions

Finance & Facilities Director, Evan Nuffer, reviewed the proposed 2022-23 budget amendments.

A motion was presented by Member Martin and supported by Member Perkins to approve Report #22-46, the 2022-23 General Fund Resolution and 2022-23 Special Revenue Funds Resolution as presented.

Motion PASSED

Vote: Ayes – 6; Nays – 0; Absent – 1/Member Nester

For Action – **Report #22-47**, 2022 Building and Site, Series I Construction Award

A motion was presented by Member Pike and supported by Member Krause to approve Report #22-47, award the lowest responsible bidder from Bid Package 2 – Metal Panels in accordance with Board Policy 6320 (Purchasing).

Motion PASSED

Vote: Ayes – 6; Nays – 0; Absent – 1/Member Nester

For Action – **Report #22-48**, JUUL Settlement Resolution

Superintendent Blake recommended acceptance of this settlement. If accepted, plans are to use part of the funds to install “vape” detectors to help fight vaping by our students. The High School Administration continues to counsel families on the dangers of vaping.

A motion was presented by Member Perkins and supported by Member Lopez to approve Report #22-48, accept the settlement amount and approve the JUUL resolution as presented.

Motion PASSED

Vote: Ayes – 6; Nays – 0; Absent – 1/Member Nester

For Action – **Report #22-49**, Pilot Furniture Purchase Recommendation

Superintendent Blake noted the pilot sample furniture will be tested in a kindergarten, 5th grade and 8th grade classroom.

A motion was presented by Member Martin and supported by Member Perkins to approve Report #22-49, purchase new furniture to pilot as part of the subcommittee recommendations, as per the presented summary, in accordance with Board Policy 6320 (Purchasing).

Motion PASSED

Vote: Ayes – 6; Nays - 0; Absent – 1/Member Nester

Teaching & Learning

For Action – **Report #22-50**, 2023-2024 School of Choice Designation – Limited

Superintendent Blake explained the SOC process Waverly utilizes based on detailed calculations and classroom sizes.

Member Lopez asked clarifying questions regarding the number of students accepted, schools of choice application process, if previous school discipline is part of the acceptance requirements and the number of students accepted per grade, and if any variances are allowed.

A motion was presented by Member Krause and supported by Member Pike to approve Report #22-50, participation in the 2023-24 Schools of Choice Program – Limited – as presented.

Motion PASSED

Vote: Ayes – 6; Nays - 0; Absent – 1/Member Nester

For Action – **Report #22-51**, Waverly Community Schools Gun Safety Resolution

President Guevara Warren, Treasurer Pike and Superintendent Blake read the proposed resolution.

A motion was presented by Member Martin and supported by Members Guevara Warren and Lopez to approve Report #22-51, support the resolution to promote safe firearm storage with Waverly Families.

Motion PASSED

Vote: Ayes – 6; Nays - 0; Absent – 1/Member Nester

Superintendent's Report:

Superintendent Blake:

- Spring sports have started
- Spring break is the March 24 – April 2, 2023
- The Community Pool Ribbon Cutting Ceremony at East was a success
- Construction on the Pressbox/dugouts continues
- Construction at East Intermediate starts right after school ends in June 2023
- Robotics received a donation which helped them obtain a trailer to transport materials/equipment

Public Comment – Open Comment for District Issues

None

Other Board Business:

Member Lopez stated she and Members Krause and Pike visited the Middle School to meet with staff, and it was very productive. She has plans to tour each building and asked other Board members to contact her if they were interested in participating.

Member Lopez also asked for an update on the Middle School parent concerns regarding discipline at that building and plans for improvement.

The meeting adjourned at 6:38 pm.

Respectfully submitted,

Vincent Perkins, Secretary
aml

WAVERLY COMMUNITY SCHOOLS
 BOARD OF EDUCATION REGULAR MEETING
 April 17, 2023
 Report #22-52

Subject: Personnel Report

A. Employment – Certified

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Salary</u>	<u>Effective</u>
Mackensie Combs	K-4 Social Worker	Elementary Bldgs	\$53,093	May 2023
Lindsay Hall	Social Studies Teacher	East Intermediate	\$50,782/MA/BA36, Step 3	2023-2024
Rebecca Newcombe	Math/Science Teacher	East Intermediate	\$59,368/BA, Step 8	2023-24

B. Employment – Non-Certified

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Salary</u>	<u>Effective</u>
Marlin Conwell	Food Service Worker	High School	13.01/hr	4/11/2023

C. Resignation – Certified

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
Deidra Rudd	English Teacher	Middle School	6/9/2023

D. Resignation – Non-Certified

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
Rylin Ruddick	Custodian	Elmwood Elementary	4/14/2023

E. Retirement – Administration

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
Susan Friend	Director of Human Resources	Administration	6/30/2023

F. Retirement – Certified

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
Bernard Schroeter	Teacher	East Intermediate	6/30/2023

G. Termination

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
Kenyatta Lee	Para Educator	Middle School	3/16/2023
Keisha Clay	Regular Back-Up Bus Driver	Service Building	3/23/2023

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR BOARD MEETING
APRIL 17, 2023**

Report #22-53

FOR ACTION***

Subject:

Finance Report

Recommendation:

The Superintendent recommends the Board of Education review and approve the following report:

Financial Report:

The cash balance as of February 28, 2023 was \$6,922,832.61. Receipts during March, consisting of State aid, property taxes and other revenues/transfers-in in the amount of \$8,105,416.63 minus disbursements during March of \$7,330,079.74, left the district with a General Fund cash balance, as of March 31, 2023, of \$7,698,169.50.

2022-23 General Fund revenues/transfers-in exceed expenditures/transfers-out by \$2,273,593. A summary of year to date activity in comparison to the budget is included in the supporting documentation.

2022-23 Student Activity Fund revenues exceed expenditures/transfers-out by \$23,262. A summary of year to date activity in comparison to the budget is included in the supporting documentation.

2022-23 Sinking Fund revenues exceed expenditures by \$930,110. A summary of year to date activity in comparison to the budget is included in the supporting documentation.

2022-23 Public Improvement Fund revenues/transfers-in exceed expenditures/transfers-out by \$7,607. A summary of year to date activity in comparison to the budget is included in the supporting documentation.

The balance of the 2021 Building and Site, Series IV Bonds remaining to be allocated, including \$20,047 of accrued interest, is \$161,292. A summary of life to date activity is included in the supporting documentation

The balance of the 2022 Building and Site, Series I Bonds remaining to be allocated, including \$574,187 of accrued interest/change in market value, is \$16,061,039. A summary of life to date activity is included in the supporting documentation

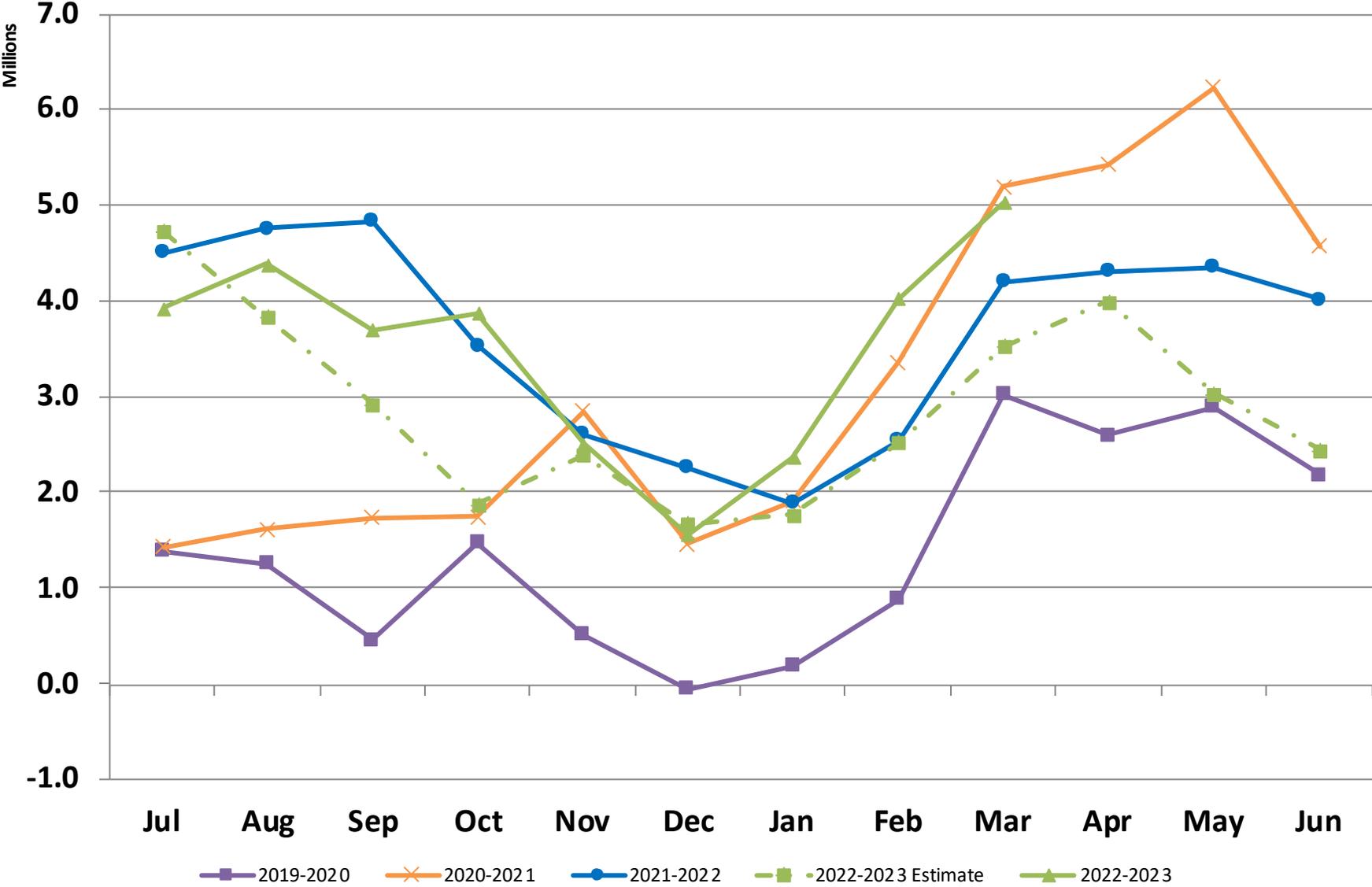
Waverly Community Schools

Finance Committee - Cash Position Report

For the Month Ended March 31, 2023

Balance on Hand February 28, 2023	6,922,832.61
Revenues	
State Aid	3,613,875.45
Taxes	1,120,797.77
Other Revenue	869,524.36
Interfund Transfers In	2,500,000.00
State Aid Note Proceeds	-
	<u>8,104,197.58</u>
Disbursements	
Payroll and Related Liabilities	(4,159,916.03)
Other Expenditures	(3,170,163.71)
State Aid Repayment	-
	<u>(7,330,079.74)</u>
Prior Month Adjustments During March 2023	1,219.05
Balance on Hand March 31, 2023	<u><u>7,698,169.50</u></u>
PNC Bank - General	4,978,761.35
MILAF	2,530,911.07
PNC Bank - Payroll	188,497.08
Comerica - Checking	-
	<u><u>7,698,169.50</u></u>
Difference	-

Waverly Community Schools Cash Flow Analysis (Monthly Lows)



Waverly Community Schools
General Fund - Budgetary Comparison Schedule
For the Month Ended March 31, 2023

	Revised Budget	Actual	Over (Under) Budget	% Available
Revenue				
Local sources	9,367,387	9,081,594	(285,793)	3.1%
State sources	30,297,305	16,874,771	(13,422,533)	44.3%
Federal sources	2,598,645	1,184,864	(1,413,781)	54.4%
Intergovernmental	3,734,780	1,868,894	(1,865,886)	50.0%
Transfers In	137,354	12,354	(125,000)	91.0%
Total revenue	46,135,471	29,022,476	(17,112,994)	37.1%
Expenditures				
Current:				
Instruction:				
Basic program	18,383,111	9,871,248	(8,511,863)	46.3%
Added needs	6,923,077	4,220,396	(2,702,681)	39.0%
Total instruction	25,306,188	14,091,644	(11,214,544)	44.3%
Support Services:				
Pupil	4,934,359	2,969,124	(1,965,236)	39.8%
Instructional staff	2,699,782	1,716,152	(983,630)	36.4%
General administration	411,658	298,793	(112,865)	27.4%
School administration	2,545,753	1,769,933	(775,820)	30.5%
Business	569,395	364,995	(204,400)	35.9%
Operations and maintenance	3,993,373	2,714,154	(1,279,219)	32.0%
Pupil transportation services	1,206,625	831,050	(375,575)	31.1%
Central	674,228	505,796	(168,432)	25.0%
Other	268,413	223,249	(45,164)	16.8%
Total support services	17,303,586	11,393,246	(5,910,341)	34.2%
Athletics	722,053	440,056	(281,997)	39.1%
Community services	-	150	150	0.0%
Non Publics	4,665	1,690	(2,975)	63.8%
Facility Acquisition	-	-	-	0.0%
Debt service:				
Principal	70,000	70,000	-	0.0%
Interest	700	700	-	0.0%
Capital outlay	58,453	55,190	(3,263)	5.6%
Payments to other public schools	1,298,428	696,207	(602,221)	46.4%
Total expenditures	44,764,074	26,748,883	(18,015,190)	40.2%
Excess of Revenue (Under)Over Expenditures	1,371,397	2,273,593	902,196	
Transfers Out	850,000	-	(850,000)	100.0%
Change in Fund Balance	521,397	2,273,593	1,752,196	
Favorable Expenditure Variance (1.5%)	671,461			
Projected Change in Fund Balance	1,192,858			
Fund Balance - Beginning of year	7,533,773			
Fund Balance - End of year	8,726,631			
	19.5%			

Waverly Community Schools
Student Activity Fund - Budgetary Comparison Schedule
For the Month Ended March 31, 2023

	Revised Budget	Actual	Over (Under) Budget	% Available
Revenue				
Local sources	203,280	155,823	(47,458)	23.3%
State sources	-	-	-	0.0%
Federal sources	-	-	-	0.0%
Intergovernmental	-	2,000	2,000	0.0%
Transfers In	-	-	-	0.0%
Total revenue	203,280	157,823	(45,458)	22.4%
Expenditures				
Student Activities	138,854	78,137	(60,716)	43.7%
Athletics	80,953	44,069	(36,883)	45.6%
Total expenditures	219,806	122,207	(97,600)	44.4%
Excess of Revenue (Under)Over Expenditures	(16,526)	35,616	52,142	
Transfers Out	12,354	12,354	-	0.0%
Change in Fund Balance	(28,880)	23,262	52,142	
Fund Balance - Beginning of year	242,162			
Fund Balance - End of year	213,282			

Waverly Community Schools
Sinking Fund - Budgetary Comparison Schedule
For the Month Ended March 31, 2023

	Original Budget	Actual	Over (Under) Budget	% Available
Revenue				
Local sources	916,755	933,187	16,432	-1.8%
State sources	-	-	-	0.0%
Federal sources	-	-	-	0.0%
Intergovernmental	-	-	-	0.0%
Transfers In	-	-	-	0.0%
Total revenue	916,755	933,187	16,432	-1.8%
Expenditures				
Current:				
Support Services - Business	-	1,067	1,067	0.0%
Support Services - Central	-	-	-	0.0%
Facilities Acquisition, Construction and Improvements:				
Site Acquisition Services	-	-	-	0.0%
Site Improvement Services	-	-	-	0.0%
Architecture and Engineering Services	-	-	-	0.0%
Building Acquisition and Construction Services	-	-	-	0.0%
Building Improvement Services	-	2,010	2,010	0.0%
Other Acquisition and Construction Services	-	-	-	0.0%
Total expenditures	-	3,077	3,077	0.0%
Excess of Revenue (Under)Over Expenditures	916,755	930,110	13,355	
Transfers Out	-	-	-	
Net Change in Fund Balance	916,755	930,110	13,355	
Fund Balance - Beginning of year	2,134,894			
Fund Balance - End of year	3,051,649			

Waverly Community Schools
Public Improvement Fund - Budgetary Comparison Schedule
For the Month Ended March 31, 2023

	Revised Budget	Actual	Over (Under) Budget	% Available
Revenue				
Local sources	200	7,607	7,407	-3703.6%
State sources	-	-	-	0.0%
Federal sources	-	-	-	0.0%
Intergovernmental	-	-	-	0.0%
Transfers In	850,000	-	(350,000)	100.0%
Total revenue	850,200	7,607	(342,593)	97.8%
Expenditures				
Current:				
Support Services - Business	-	-	-	0.0%
Support Services - Operations and Maintenance	-	-	-	0.0%
Support Services - Transportation	-	-	-	0.0%
Support Services - Central	-	-	-	0.0%
Facilities Acquisition, Construction and Improvements:				
Site Acquisition Services	-	-	-	0.0%
Site Improvement Services	-	-	-	0.0%
Architecture and Engineering Services	-	-	-	0.0%
Building Acquisition and Construction Services	-	-	-	0.0%
Building Improvement Services	-	-	-	0.0%
Other Acquisition and Construction Services	-	-	-	0.0%
Total expenditures	-	-	-	0.0%
Excess of Revenue (Under)Over Expenditures	850,200	7,607	(342,593)	
Transfers Out	-	-	-	
Net Change in Fund Balance	850,200	7,607	(342,593)	
Fund Balance - Beginning of year	706,476	706,476		
Fund Balance - End of year	1,556,676	714,083		

Waverly Community Schools
2021 Building and Site Bonds, Series IV
Budget Summary
As of March 31, 2023

	Budget	Actual	Encumbered	Balance Remaining
Construction				
Remodeling	2,625,538	1,638,875	811,644	175,019
Site Improvements	-	-	-	-
Technology Infrastructure	-	-	-	-
Construction Base Budget Subtotal	2,625,538	1,638,875	811,644	175,019
Technology Equipment - Contract				
Interactive Classroom	-	-	-	-
Network Equipment	-	663	-	(663)
Wireless Network	-	-	-	-
Phone System	-	750	-	(750)
AV Systems	-	-	-	-
Video Distribution/Video Production	-	-	-	-
Tech Equipment Contract Subtotal	-	1,413	-	(1,413)
Technology Equipment - Owner PO				
Computers/Mobile Devices	507,752	601,491	587	(94,326)
Servers/Backend Systems	-	-	-	-
Printers	-	3,455	-	(3,455)
AV Equipment	-	17,172	10,889	(28,061)
Non-Instructional Equipment (from FFE)	-	-	-	-
Tech Equipment Owner PO Subtotal	507,752	622,117	11,476	(125,841)
District				
Loose Equipment (Furniture & Transportation)	-	5,436	-	(5,436)
Project Contingency	-	-	-	-
Owner GC/Contingency/Issuance Costs	155,116	36,211	-	118,905
Field General Conditions	-	-	-	-
Architect	-	19,988	-	(19,988)
Tech Design/Construction Mgr	146,594	146,594	-	-
District Subtotal	301,710	208,229	-	93,481
Totals	3,435,000	2,470,634	823,120	141,246
Bank Interest/Proceeds				20,047
Total Available				161,292

Waverly Community Schools
2022 Building and Site Bonds, Series I
Budget Summary
As of March 31, 2023

	Budget	Actual	Encumbered	Balance Remaining
Construction				
New Construction	-	-	-	-
Remodeling	40,047,951	3,806,466	25,726,150	10,515,335
Site Improvements	3,314,038	1,591,544	2,771,067	(1,048,573)
Construction Base Budget Subtotal	43,361,989	5,398,010	28,497,217	9,466,762
Instructional Technology				
Computers and Mobile Devices	1,468,271	-	672,791	795,481
Audio / Visual	1,782,909	77,949	1,409,426	295,534
Instructional Technology Subtotal	3,251,180	77,949	2,082,216	1,091,015
Loose Furnishings and Equipment				
Non-Instructional Computers and Mobile Devices	73,904	-	-	73,904
Non-Instructional Audio / Visual	-	-	-	-
Furnishings, Fixtures and Equipment (FF&E)	4,021,389	-	63,909	3,957,480
Loose Furnishings and Equipment Subtotal	4,095,293	-	63,909	4,031,384
District				
Buses	449,946	-	-	449,946
Contingency	3,278,701	7,276	2,725,442	545,983
Election/Issuance Costs	839,463	712,248	-	127,215
General Conditions	994,618	239,325	701,563	53,730
Architect and Engineering Fees	2,590,927	2,005,320	585,607	-
A/E Reimbursables	431,821	302,081	125,445	4,295
Technology Design	393,305	192,426	200,879	(0)
Construction Mgr	3,050,990	1,488,504	1,562,486	-
District Subtotal	12,029,771	4,947,180	5,901,423	1,181,168
Bank Interest/Proceeds	(283,477)	(574,187)	-	290,710
Totals	62,454,756	9,848,952	36,544,765	16,061,039

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR BOARD MEETING
APRIL 17, 2023**

Report #22-54

FOR ACTION

Subject:

Social Media Litigation Resolution

Recommendation:

The Superintendent recommends the Board of Education approve the resolution to join the lawsuit against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms

Statement of Purpose:

The Lawsuit seeks monetary damages and injunctive relief associated with defendants targeting minors to maximize profits despite knowing the severe detrimental effects excessive social media use causes to minors. Schools that join the litigation will be represented by Frantz Law Group, APLC, a California professional law corporation.

Budget Impact:

The District will pay attorneys' fees to Attorneys of twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun Law Firm will receive either twenty five percent (25%) or thirty five percent (35%) of the Total Fee. Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

Historical Perspective:

In January 2023, Seattle Public Schools, Pittsburg Public Schools, and other public schools joined a nationwide litigation against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms in a California federal court, specifically Case No. 22-MD-3047-YGR in the United States District Court for the Northern District of California.

Discussion of Options:

The Board of Education can adopt the resolution as presented, reject the resolution or table the resolution for further discussion.

Rationale for Recommendation:

It is in the Districts best interest to take such action to obtain monetary damages and injunctive relief for the District in the lawsuit, however a recovery in the litigation is not guaranteed.

Strategic Plan Reference:

As the heart of the community, our mission is to educate and prepare each student to achieve her or his academic best, develop character, become a lifelong learner and contribute as a citizen of our global society.



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P.O. Box 2575, EAST LANSING, MI 48826-2575
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ALL OTHER SHIPPING
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RYAN J. NICHOLSON
CRISTINA T. PATZELT

PHILIP G. CLARK
PIOTR M. MATUSIAK
JESSICA E. MCNAMARA
RYAN J. MURRAY
ERIN H. WALZ
MACKENZIE D. FLYNN

KATHRYN R. CHURCH
MARYJO D. BANASIK
CATHLEEN M. DOOLEY

GORDON W. VANWIEREN, JR. (OF COUNSEL)
MARGARET M. HACKETT (OF COUNSEL)

March 29, 2023

Re: Social Media Litigation

Dear Retainer Client:

Schools nationwide have recently started joining a nationwide litigation against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms. The lawsuit asserts that social media companies targeted minors to maximize profits despite knowing the severe detrimental effects excessive social media use causes to minors. Research confirms that social media use is associated with increased rates of depression, anxiety, eating disorders, suicide, and property damage.

Frantz Law Group, the California law firm representing at least 125 Michigan schools in the nationwide litigation against Juul and other vaping product manufacturers, is also representing schools in the social media litigation. As it did with the vaping litigation, Frantz requested that Thrun Law Firm determine whether Michigan schools are interested in joining the social media litigation and, if so, to facilitate contact with Frantz. School districts, intermediate school districts, and public school academies are eligible to join the social media litigation.

The social media litigation seeks monetary compensation for past damages incurred by schools related to the social media epidemic created by the defendants, as well as anticipated future damages.

For past damages, the litigation seeks reimbursement for costs associated with social media use, such as property damage caused by students engaging in social media trends and any lost state aid caused by social media suspensions and expulsions. For future damages, the litigation seeks compensation for appropriately handling social media-related issues going forward, including funds for counselors and educational programming.

As with the vaping litigation, Frantz will seek a court order restricting discovery to a questionnaire. Until that order is granted, however, schools will be required – with assistance from Frantz – to respond to written questions and document requests from the defendants. Frantz estimates that school staff time related to this litigation will not exceed 10 hours. Frantz informed us that at this stage of the litigation, it does not expect that school staff will be required to appear in court or to participate in depositions.

Aside from discovery, the terms for participating in the social media litigation are the same as those for participating in the vaping litigation. Frantz will represent schools on a contingency fee basis, meaning Frantz will not charge any fees or costs unless there is a financial recovery. Frantz will receive 25% of any recovery. Thrun will receive a portion of that 25%. If there is a



Social Media Litigation
Page 2 of 2

recovery, schools would also reimburse Frantz out of the recovery for costs incurred by Frantz during the litigation, such as court filing costs and expert witness fees.

A recovery in the litigation is not guaranteed. Thrun is not co-counsel in the litigation – our role is limited to referring clients to Frantz.

Thrun can arrange for Frantz to make a presentation to your board about the litigation. To join the litigation, your Board would need to approve the accompanying resolution and the contract attached to that resolution.

Signed resolutions and contracts should be returned by May 10, 2023 to pmatusiak@thrunlaw.com. If your Board would like more information about the litigation, please contact Piotr Matusiak at pmatusiak@thrunlaw.com or call (517) 374-8824.

Thrun Law Firm, P.C.

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION RESOLUTION**

A regular meeting of the Waverly Community Schools (“School”) Board of Education (the “Board”) was held on the 17th day of April, 2023 at the following time: 6 o’clock p.m. (“Meeting”).

The Meeting was called to order by _____, President

Present:

Absent:

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS:

1. In January 2023, Seattle Public Schools, Pittsburg Public Schools, and other public schools joined a nationwide litigation against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms in a California federal court, specifically Case No. 22-MD-3047-YGR in the United States District Court for the Northern District of California (“Lawsuit”).

2. The Lawsuit seeks monetary damages and injunctive relief associated with defendants targeting minors to maximize profits despite knowing the severe detrimental effects excessive social media use causes to minors.

3. Schools in the Lawsuit are being represented by Frantz Law Group, APLC, a California professional law corporation (“Frantz”).

4. Thrun Law Firm, P.C. referred the School to Frantz for the Lawsuit.

5. The Board believes it is in the School’s best interests to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

6. The Board believes it is in the School’s best interests to authorize and direct the Superintendent or designee to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board decides to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

2. The Board authorizes and directs the Superintendent or designee to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to

obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School's legal counsel.

3. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Motion Passed:

Board Secretary

The undersigned duly qualified and acting School Board Secretary hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Board Secretary

Date: _____, 202__

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between Waverly Community Schools, whose address is 515 Snow Road, Lansing, MI 48917 (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates the Superintendent, or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with the Social Media litigation, specifically Case No. 22-MD-3047-YGR in the United States District Court for the Northern District of California (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive either twenty five percent (25%) or thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) any Attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) [Omitted].
- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or

resolution of the Action.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment or, if there are multiple payments, will be split proportionally between those multiple payments.

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed twenty five percent (25%) of the gross recovery as defined in Paragraph 5.
 - B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.
6. REFERRAL FEE. Thrun will receive twenty-five percent (25%) of the Total Fee if the Client meets at least one of the following:
- A. Is a Thrun retainer client.
 - B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
 - C. Is not a Thrun retainer client, but Attorneys know or have reason to know that Client was referred to Attorneys for the Action by Thrun.

Notwithstanding the preceding sentence, Thrun will receive thirty-five percent (35%) of the Total Fee if the Client is described in A-C above and obtains Thrun's assistance with completing a questionnaire about the Action. Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

7. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar

items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.
9. **DISCHARGE AND WITHDRAWAL.**
 - A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
 - B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

10. DISPUTE RESOLUTION: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.
11. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.
12. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
13. MULTIPLE REPRESENTATIONS: The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation.

Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.

14. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.
15. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by Client and Attorneys.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.
17. **ASSIGNMENT:** Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. **SUCCESSORS AND ASSIGNS:** This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
19. **FULL AND FINAL AGREEMENT:** This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
20. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.
21. **AUTHORIZED SIGNATURES:** Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Frantz Law Group, APLC

Dated: _____, 202__

Frantz Signature: _____

Frantz Print Name: _____

Dated: _____, 202__

Signature: _____

Print Name: _____

School Client Name: _____

Position of Signatory: _____

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR BOARD MEETING
APRIL 17, 2023**

Report #22-55

FOR ACTION

Subject:

2022 Building and Site, Series I Construction Award Recommendations

Recommendation:

The Superintendent recommends the Board of Education approve awards to the lowest responsible bidder(s) from Bid Package 4 – High School, as per the attached summary, in accordance with Board Policy 6320 (Purchasing).

Statement of Purpose:

The purpose of the Bid Package 4 – High School was to receive competitive pricing for renovations including mechanical, electrical and finish upgrades throughout the building. The project does not include renovations to the Auditorium.

Background Information:

On May 4, 2021 a special election was held for the purpose of proposing a ballot question to authorize Waverly Community Schools to borrow the sum of \$125,000,000 and issue its general obligation unlimited tax bonds therefor, in one or more series for the purpose of erecting additions to, remodeling, including security improvements to, furnishing and refurbishing, and equipping and re-equipping school buildings; acquiring and installing instructional technology and instructional technology equipment for school buildings; purchasing school buses; and developing, equipping and improving playgrounds, play fields, athletic fields, parking areas and sites. The ballot proposal having received sufficient votes was approved.

The 2022 Building and Site Bid Package 4 – High School was released with responses due on Friday, March 10, 2023. A summary of the bid responses is attached for reference. Satisfactory post bid interviews were conducted with the apparent low bidder(s) to ensure compliance with bid specifications.

Budget Impact:

The total cost of this recommendation is Twenty-Three Million Three Hundred Eighty-Seven Thousand Seven Hundred Sixty-Four and 00/100 Dollars (\$23,387,764.00), including contingency and general conditions. The contracts will be funded by the proceeds from the 2022 Building and Site, Series I bonds in addition to \$1.4 million proceeds from the Sinking Fund and the remaining \$800,000 proceeds from the 2021 Building and Site, Series IV bonds. This recommendation is within the amount of \$24,000,000 budgeted for this project. The recommendation does not include an award for sitework which will be rebid and awarded at a later date.

Discussion of Options:

The Board may entertain a motion to take one of the following actions:

- 1) Accept all bid recommendations, as presented
- 2) Accept or reject each bid individually with a separate motion for each bid category
- 3) Reject all the bids, and reissue a new Invitation to Bid
- 4) Table the recommendation for further discussion



April 10, 2023

Mr. Evan Nuffer
Director, Finance and Operations
Waverly Community Schools
515 Snow Rd.
Lansing, Michigan 48917

RE: BP3 Waverly High School Addition & Renovation

Dear Mr. Nuffer,

Bid documents were issued for BP 3 Waverly High School Addition and Renovation. This work includes mechanical, electrical, and finish upgrades throughout the building. A new office addition is also included. In addition to contacting known interested bidders, bids were advertised on the state bid website, in the local newspaper, and with Barton Malow's online planroom. Bids were received and publicly read March 10, 2023.

No sitework bids were received. The Sitework category will be rebid.

Bid Evaluation Summary and Recommendations

The attached bid tabulation indicates the bid pricing received. After a review of the bid proposals received, the project team conducted post bid interviews with the low bidders to verify the proposal was inclusive of the scope of work and schedule.

Based upon the evaluation of the project team we present the following companies for consideration by the administration and Board of Education. (see following page).

Bid Package Name	Vendor Name	Bid Including Alternates
Demolition	Blue Star Inc	\$609,350
Concrete	Moore Trosper Construction Co.	\$614,521
Masonry	Schiffer Mason Contractors, Inc.	\$1,026,575
Structural Steel	Howard Structural Steel, Inc.	\$846,189
General Trades	Dobie Construction, Inc.	\$1,234,200
Roofing	Great Lakes Systems	\$2,538,530
Metal Panels	JD Candler Roofing Company, Inc.	\$649,500
Aluminum Storefront & Glazing	Lansing Glass Company	\$1,243,429
Paint	B & J Painting, Inc.	\$341,827
Flooring	DF Floor Covering	\$657,429
Ceilings & Drywall	Trumble Group	\$1,177,000
Tile	Superior Floor Coverings, LLC	\$77,181
Food Service Equipment	Stafford-Smith, Inc.	\$194,396
Fire Suppression	Hunter-Prell Company	\$409,604
Mechanical	Advantage Mechanical Group	\$5,686,800
Mechanical Controls	SC Technologies (Summit)	\$350,796
Electrical	Superior Electric of Lansing, Inc	\$2,574,500
Asphalt Paving	Tomco Asphalt	\$700,995
	BID TOTALS	\$20,932,822
	Scaffolding for Pools	\$100,000
	General Conditions at 2.25%	\$470,988
	Contingency at 9%	\$1,883,954
	Grand Total for Award	\$23,387,764

Upon approval by the Board of Education, Barton Malow will issue a contract to the approved bidder. If you have any questions, please call me at (586) 524-1396.

Sincerely,



Eric Sifferman
Project Manager
Barton Malow Builders

WAVERLY COMMUNITY SCHOOLS BP3 - High School

Bid Package Name	Vendor Name	Base Bid	Alternate 1 - Auxiliary Gym Floor	Alternate 2- Heat Exchanger for Dive Pool	Alternate 3 - Kitchen Renovations	Alternate 4 - Ceiling/Lighting/Wash Tile in	Alternate 5A - Lighting in Gym	Alternate 5B - Lighting in Aux Gym	Alternate 6 - Cafeteria Renovations	Alternate 7 - Ceiling/Lighting in Corridors	Alternate 8 - Add 70,000 SF Roof	Alternate 9 - Central Inverter	Skylight Alternate	Pool Regrout Alternate	TOTAL WITH ALTERNATES
Demolition	Blue Star, Inc.	\$574,800			\$9,250	\$6,400			\$12,500	\$6,400					\$609,350
Demolition	Christman Constructors, Inc.	\$743,300			\$49,300	\$11,300			\$14,900	\$5,300					\$824,100
Demolition	Trumble Group	\$849,000			\$43,000	\$14,500			\$26,000	\$8,000					\$940,500
Demolition	Reese Contracting, Inc.	\$920,000			\$40,768	\$39,312			\$23,005	\$13,050					\$1,036,135
Concrete	CI Contracting	\$678,220			\$5,100										\$683,320
Concrete	Moore Trosper Construction Co	\$598,521			\$16,000										\$614,521
Masonry	Schiffer Mason Contractors, Inc.	\$972,350			\$15,275				\$38,950						\$1,026,575
Structural Steel	Howard Structural Steel, Inc.	\$822,654							\$23,535						\$846,189
Structural Steel	Eagle Enterprise of Michigan, Inc.	\$945,000							\$1,000						\$946,000
General Trades	Dobie Construction, Inc.	\$1,184,000			\$4,200				\$46,000						\$1,234,200
General Trades	Moore Trosper Construction Company	\$1,187,135			\$4,000				\$54,000						\$1,245,135
General Trades	Clark Contracting Services	\$1,221,500			\$5,500				\$58,000						\$1,285,000
General Trades	Granger Construction Company	\$1,230,000			\$7,000				\$48,000						\$1,285,000
General Trades	Trumble Group	\$1,297,450			\$8,000				\$57,000						\$1,362,450
Roofing	Great Lakes Systems	\$1,869,900									\$668,630				\$2,538,530
Roofing	Superior Services RSH, Inc.	\$2,627,182									\$1,079,874				\$3,707,057
Roofing	MTD Construction, Inc.	\$3,010,100									\$1,288,960				\$4,299,060
Metal Panels	JD Candler Roofing Company, Inc.	\$649,500													\$649,500
Metal Panels	Lansing Glass Company	\$749,565													\$749,565
Metal Panels	Eagle Enterprise of Michigan, Inc.	\$847,800													\$847,800
Metal Panels	C.L. Rieckhoff Co., Inc.	\$928,000													\$928,000
Metal Panels	Liberty Sheet Metal	\$974,000													\$974,000
Aluminum Storefront & Glazing	Lansing Glass Company	\$1,230,929			\$3,500				\$9,000				\$78,700		\$1,243,429
Aluminum Storefront & Glazing	Vos Glass	\$1,333,000			\$3,000				\$13,000				\$50,000		\$1,399,000
Aluminum Storefront & Glazing	Aaron Glass Company	\$1,438,000			\$3,000				\$8,300				\$63,500		\$1,512,800
Aluminum Storefront & Glazing	Envision Glass & Door	\$1,449,860			\$7,850				\$4,750				\$59,335		\$1,521,795
Paint	B & J Painting, Inc.	\$311,827			\$8,000			\$15,000	\$7,000						\$341,827
Paint	Ritter Painting Contractors LLC	\$323,145			\$9,939			\$29,965	\$7,762						\$370,811
Paint	Halligan Painting Inc.	\$462,200			\$5,710			\$36,310	\$1,020						\$505,240
Paint	Seven Brothers Painting	\$480,000			\$6,100			\$20,700	\$11,000						\$517,800
Paint	Niles Construction Services	\$699,630			\$15,000			\$53,098	\$19,326						\$787,054
Flooring	DF Floor Covering	\$591,404			\$15,668				\$50,357						\$657,429
Flooring	Lansing Tile & Mosaic	\$591,456			\$17,173				\$58,047						\$666,676
Flooring	Superior Floor Coverings LLC	\$600,447			\$12,274				\$53,174						\$665,895
Flooring	Shock Brothers Floorcovering, Inc.	\$647,950			\$20,950				\$54,500						\$723,400
Flooring	Integrity Interiors, Inc	\$692,240			\$10,900				\$49,300						\$752,440
Flooring	William Reichenbach Company	\$737,640			\$15,025				\$67,010						\$819,675
Ceilings & Drywall	Trumble Group	\$945,000			\$27,000	\$98,000			\$59,000	\$48,000					\$1,177,000
Ceilings & Drywall	William Reichenbach Company	\$1,044,000			\$36,775	\$97,800			\$54,750	\$36,250					\$1,269,575
Ceilings & Drywall	Clark Contracting Services	\$1,348,500			\$29,000	\$76,000			\$50,000	\$44,000					\$1,547,500
Ceilings & Drywall	Integrity Interiors, Inc	\$1,438,778			\$27,987	\$74,700			\$47,513	\$26,658					\$1,615,636
Tile	Superior Floor Coverings LLC	\$67,941				\$9,240									\$77,181
Tile	Lansing Tile & Mosaic	\$83,936				\$6,270								\$82,885	\$173,091
Tile	Integrity Interiors, Inc	\$109,440				\$6,620								\$45,540	\$161,600
Food Service Equipment	Great Lakes West	\$0			\$206,450										\$206,450
Food Service Equipment	Stafford-Smith, Inc.	\$0			\$194,396										\$194,396

Fire Suppression	Hunter-Prell Company	\$331,354.00		\$14,900	\$31,550			\$14,900	\$16,900				\$409,604
Fire Suppression	Wolverine Fire Protection	\$447,650		\$30,250	\$0			\$32,175	\$0				\$510,075
Fire Suppression	Absolute Fire Protection, Inc.	\$481,785		\$18,180	\$39,525			\$31,401	\$24,979				\$595,870
Mechanical	Advantage Mechanical Group	\$5,595,000	\$42,600	\$49,200	\$0			\$0	\$0				\$5,686,800
Mechanical	Ecker Mechanical	\$5,772,000	\$38,600	\$133,400	\$0			\$0	\$0				\$5,944,000
Mechanical	Pleune Service Company, Inc.	\$6,300,000	\$27,100	\$87,290	\$0			\$0	\$0				\$6,414,390
Mechanical	Johnson & Wood, LLC	\$6,389,000	\$47,000	\$115,000	\$0			\$0	\$0				\$6,551,000
Mechanical	Gunthorpe Plumbing & Heating, Inc.	\$7,067,858	\$60,630	\$110,027	\$0			\$0	\$0				\$7,238,515
Mechanical	Professional Thermal Systems	\$7,320,000	\$30,000	\$188,000	\$17,000			\$8,000	\$0				\$7,563,000
Mechanical Controls	SC Technologies (Summit)	\$337,500	\$5,596	\$0				\$0	\$7,700				\$350,796
Electrical	Superior Electric of Lansing, Inc	\$1,677,000	\$4,500	\$73,000	\$131,000	\$140,000	\$74,000	\$66,000	\$65,000		\$344,000		\$2,574,500
Electrical	Summit Contractors	\$1,763,108	\$8,782	\$128,406	\$167,665	\$151,113	\$82,755	\$63,107	\$61,407		\$143,340		\$2,769,683
Asphalt Paving	Huyser Asphalt Paving	\$665,000										INCOMPLETE BID	\$665,000
Asphalt Paving	Tomco Asphalt	\$700,995											\$700,995
Asphalt Paving	Michigan Paving and Materials, Co.	\$731,065											\$731,065
Asphalt Paving	True North Aspahlt	\$769,755											\$769,755
Asphalt Paving	Andy McKearney	\$880,000											\$880,000
Asphalt Paving	Rieth-Riley Construction Co., Inc.	\$1,495,000											\$1,495,000