

Agenda of Regular Meeting

The Board of Trustees Van Buren ISD

A Regular meeting of the Board of Trustees of Van Buren ISD will be held April 14, 2021, beginning at 4:00 PM in the Van Buren Conference Center
490 S Paw Paw Street
Lawrence, MI 49064.

The Board of Education meeting will be held in person and virtually until further notice to comply with the *Michigan Safe Start Plan* and the Michigan Department of Health and Human Services Guidelines.

The public is welcome to attend adhering to the MDHHS indoor gathering guidelines or call into the VBISD Board of Education meetings by dialing the number below at no cost. If you require accommodations to access these meetings or would like to provide input, please contact Dave Manson at dmanson@vbisd.org.

Phone #: 415-655-0001

Access code: 160 656 8811 **Please sure to include the access code.*

I. REGULAR MEETING

A. Consent Agenda - **(Roll Call Vote)**

1. Minutes

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The **regular meeting** of the Van Buren Intermediate School District Board of Education was held **virtually** on **March 3, 2021**, in the Board of Education office and called to order at **4:00 PM**. The following members were present via remote connection: Middaugh- Venice, FL; Weiss – South Haven, MI; Kent, Hartford, MI; and Sage, Gobles, MI. Absent: Crandall.

Middaugh moved to approve the Consent Agenda (*February 3, 2021 Minutes; Voucher Budget Summary, Imprest Summary, and Payroll Summary*). Supported by Middaugh. Roll call vote: Weiss – yes, Middaugh – yes, Kent – yes, and Sage – yes. The motion carried. Middaugh moved to approve Superintendent/Board Travel as presented and shown in Attachment 1. Supported by Kent. Roll Call Vote. Weiss – yes, Middaugh – yes, Kent – yes, and Sage – yes. Motion carried.

The Board reviewed the VBISD Reconfirmation of Extended COVID-19 Learning Plan and monthly percentages for March as shown in Attachment 2 and public comments were solicited. Department updates were provided to the Board by Superintendent Mills and department administrators.

Middaugh moved to approve the following resolution:

RESOLVED, that the general appropriations for the General, Special Education, and Vocational Education Funds of the Van Buren Intermediate School District for the 2020-21 school year are amended as shown in Attachments 3, 4, and 5.

Kent supported. Roll call vote. Middaugh – yes, Kent – yes, Weiss – yes, and Sage – yes. Motion carried.

Weiss moved to approve the following resolution:

RESOLVED, effective March 1, 2021, the following employee be added as an authorized signatory to sign checks written on accounts of the Van Buren Intermediate School District and electronic means using the automatic clearing house (ACH) system as outlined in Board Policy 6144.01.

David D. Manson

Supported by Middaugh. Roll call vote. Weiss – yes, Middaugh – yes, Kent – yes, and Sage – yes. Motion carried.

Kent moved to approved the following resolution:

RESOLVED; the Board of Education authorizes the Superintendent, Dave Manson, or his designee to sign appropriate documents and entered into contract agreements with Owen Ames Kimball (OAK) for the renovation and addition to the Bert Goens Learning Center as presented.

Supported by Weiss. Roll call vote. Weiss – yes, Kent – yes, Middaugh – yes, and Sage – yes. Motion carried.

Weiss moved to approve the following resolution:

RESOLVED that the Board of Education approve the position for a Dental Occupations Career & Technical Education instructor.

Supported by Kent. Roll Call Vote. Middaugh – yes, Kent – yes, Weiss – yes, and Sage – yes. Motion carried.

Middaugh moved to approve the following resolution:

RESOLVED that the VBISD Board of Education approves the Help Desk Coordinator position in the Technology Services department.

Supported by Weiss. Roll call vote. Kent – yes, Middaugh – yes, Weiss – yes, and Sage – yes. Motion carried.

Weiss moved to approved the following resolution:

RESOLVED that the Board of Education employ Anna Austin as the Regional Supervisor for Paw Paw Public Schools.

Regional Supervisor-Paw Paw Public Schools:

Salary:

Anna Austin

\$75,938

**Salary will be prorated due to start date, FTE or, other reasons*

Supported by Middaugh. Roll Call Vote. Middaugh – yes, Weiss – yes, Kent – yes, and Sage – yes. Motion carried.

Kent moved to approve the following resolution:

RESOLVED that the Board of Education approve the position for a Van Buren Tech Student Achievement Coach.

Supported by Middaugh. Roll Call Vote. Weiss – yes, Kent – yes, Middaugh – yes, and Sage – yes. Motion carried.

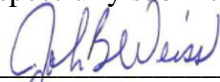
Weiss moved to approve the following resolution:

RESOLVED, that the Van Buren Intermediate School District Board of Education approve the establishment of a District-Wide Professional Development Advisory Committee as required by MCL 388.1701 (10).

Supported by Middaugh. Roll Call Vote. Kent – yes, Middaugh – yes, Weiss – yes, and Sage – yes. Motion carried.

Meeting adjourned at 5:05 pm.

Respectfully submitted,



John Weiss, Secretary
Van Buren Intermediate School District
Board of Education, Lawrence, Michigan

CONFERENCE ATTENDANCESuperintendent/Board of Education**March 3, 2021*****Pre-Approval***

| NAME | DATES | LOCATION | ESTIMATED COST |
|-------------------|----------------------|--------------------------------|-----------------------|
| Mary Ann Middaugh | February 19-21, 2021 | 2021 MASB Winter Institute | \$90.00 |
| John Weiss | March 1, 2021 | MASB Virtual CBA Class | \$90.00 |
| Mary Ann Middaugh | April 8-10, 2021 | NSBA Conference 2021 (Virtual) | \$600.00 |
| John Weiss | April 8-10, 2021 | NSBA Conference 2021 (Virtual) | \$600.00 |
| | | | |

Post Approval

| | | | COST |
|-------------------|----------------------|----------------------------|-------------|
| John Weiss | February 19-21, 2021 | 2021 MASB Winter Institute | \$270.00 |
| Mary Ann Middaugh | February 19-21, 2021 | 2021 MASB Winter Institute | \$90.00 |
| John Weiss | March 1, 2021 | MASB Virtual CBA Class | \$90.00 |
| | | | |
| | | | |



Extended COVID-19 Learning Plan

To view the VBISD Extended Continuity Plan in its entirety, click [HERE](#)

Reconfirmation Meeting

Required 30 Days After Initial Plan Approval and Every Month Thereafter

Agenda:

- Reconfirm how instruction is going to be delivered during the 20/21 school year
- Public comments from parents and/or guardians on the Extended Learning Plan
- Review weekly 2-way interaction rates

Reconfirmation Meeting for March 2021

Reconfirm instructional delivery method:

Special Education Programs provide face-to-face instruction Monday through Thursday, and remotely on Fridays (select Fridays for the VBISD Early Childhood Program). Per parent request, a fully remote option will be available and programs and services for anything other than fully face-to-face are defined by Individual Contingency Learning Plans.

Students at VB Tech:

In order to maintain social distancing in classrooms and labs, students at Van Buren Tech will be following a hybrid schedule while we remain in Phase IV of the Governor's Safe Start Plan. The specific hybrid schedule being followed consists of two days of in-person instruction, one day of synchronous instruction, and two days of asynchronous instruction.

Reconfirm how instruction will be delivered for each grade level:

VBISD GSRP:

GSRP services are being provided face to face or hybrid only. The days and times of attendance align with the LEAs first grade schedule. All classrooms are providing 4 full days of instruction regardless of model. Remote instruction is provided if a classroom/school is required to close.

VBISD Special Education Early Childhood - 26 years:

Special Education Programs provide face-to-face instruction Monday through Thursday, and remotely on Fridays (select Fridays for the VBISD Early Childhood Program). Per parent request, a fully remote option will be available and programs and services for anything other than fully face-to-face are defined by Individual Contingency Learning Plans.

VB Tech (Grades 10 - 13):

Students at VB Tech:

In order to maintain social distancing in classrooms and labs, students at Van Buren Tech will be following a hybrid schedule while we remain in Phase IV of the Governor's Safe Start Plan. The specific hybrid schedule being followed consists of two days of in-person instruction, one day of synchronous instruction, and two days of asynchronous instruction.

Reconfirm whether or not the district is offering higher levels of in-person instruction for English language learners, special education students, or other special populations:

Document Public Comments:

Review Weekly 2-Way Interaction Rates

| October 2020 | All Students (percentage of all students who received (2) 2-way interactions each week) |
|---------------------|---|
| Week 1 | (must be reported in percent form) SPECIAL EDUCATION: <ul style="list-style-type: none">• BEC: 80.65%• BGLC: 85.29%• CTC: 89.83% VB TECH: 91.4% |
| Week 2 | SPECIAL EDUCATION: <ul style="list-style-type: none">• BEC: 82.26%• BGLC: 85.44%• CTC: 89.83% VB TECH: 86.3% |
| Week 3 | SPECIAL EDUCATION: <ul style="list-style-type: none">• BEC: 79.03%• BGLC: 86.27%• CTC: 84.75% VB TECH: 83.6% |
| Week 4 | SPECIAL EDUCATION: <ul style="list-style-type: none">• BEC: 79.03%• BGLC: 76.7%• CTC: 71.43% VB TECH: 76.4% |

Review Weekly 2-Way Interaction Rates

| | |
|----------------------|--|
| November 2020 | All Students (percentage of all students who received two 2-way interactions each week) |
| Week 1 | (must be reported in percent form) SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 84.1% • BGLC: 91.1% • CTC: 78.7% VB TECH: 79.6% |
| Week 2 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 85.5% • BGLC: 74.5% • CTC: 83.6% VB TECH: 78.6% |
| Week 3 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 85.5% • BGLC: 72.6% • CTC: 70.5% VB TECH: 83.7% |
| Week 4 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 67.8% • BGLC: 75.5% • CTC: 73.8% VB TECH: 86.1% |

Review Weekly 2-Way Interaction Rates

| | |
|----------------------|--|
| December 2020 | All Students (percentage of all students who received two 2-way interactions each week) |
| Week 1 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 77.8% • BGLC: 86.1% • CTC: 90.2% VB TECH: 89% |
| Week 2 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 75% • BGLC: 87.3% • CTC: 95.2% VB TECH: 88% |
| Week 3 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 77.8% • BGLC: 84.5% • CTC: 77.1% VB TECH: 78% |
| Week 4 | Christmas Break - December 21, 2020 - January 3, 2021 |

Review Weekly 2-Way Interaction Rates

| | |
|---------------------|--|
| January 2021 | All Students (percentage of all students who received two 2-way interactions each week) |
| Week 1 | Christmas Break - December 21, 2020 - January 3, 2021 |
| Week 2 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 90% • BGLC: 89% • CTC: 89% VB TECH: 89% |
| Week 3 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 80% • BGLC: 93% • CTC: 87% VB TECH: 90% |
| Week 4 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 87% • BGLC: 95% • CTC: 92% VB TECH: 84% |

Review Weekly 2-Way Interaction Rates

| | |
|----------------------|--|
| February 2021 | All Students (percentage of all students who received two 2-way interactions each week) |
| Week 1 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 89% • BGLC: 90% • CTC: 87% VB TECH: 93% |
| Week 2 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 78% • BGLC: 90% • CTC: 98% VB TECH: 92% |
| Week 3 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 77% • BGLC: 90% • CTC: 97% VB TECH: 87% |
| Week 4 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 87% • BGLC: 94% • CTC: 92% VB TECH: 91% |

**GENERAL FUND
DETAIL BUDGET PROJECTION
FOR THE FISCAL YEAR ENDING JUNE 30, 2021**

| REVENUES | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ORIGINAL BUDGET 2020-21 | PROPOSED BUDGET 2020-21 |
|--|---------------------------|---------------------------|---------------------------|--|--|
| <i>Local Sources</i> | 780,111 | 813,440 | 1,104,581 | 1,046,079 | 889,943 |
| <i>Non-Educational Entity Sources</i> | 4,774 | 4,789 | 4,967 | 4,968 | 3,867 |
| <i>State Sources</i> | 4,914,866 | 5,118,261 | 6,075,509 | 5,727,941 | 6,207,659 |
| <i>Federal Sources</i> | 2,493,871 | 2,991,895 | 2,696,021 | 3,511,313 | 2,980,790 |
| <i>Incoming Transfers and Other Transactions</i> | 472,048 | 516,887 | 859,353 | 942,652 | 1,023,154 |
| TOTAL REVENUES | 8,665,670 | 9,445,272 | 10,740,431 | 11,232,953 | 11,105,413 |
| EXPENDITURES | | | | | |
| <i>Instruction</i> | | | | | |
| <i>Basic Program</i> | 730,644 | 1,026,108 | 1,271,293 | 1,269,167 | 1,468,409 |
| <i>Added Needs</i> | 1,055,575 | 1,117,080 | 1,089,505 | 1,075,240 | 1,058,792 |
| <i>Adult Continuing Education</i> | 66,480 | 70,597 | 57,461 | 93,973 | 80,887 |
| <i>Supporting Services</i> | | | | | |
| <i>Pupil</i> | 1,222,007 | 1,228,264 | 1,464,310 | 1,780,172 | 1,989,253 |
| <i>Instructional Staff</i> | 1,703,442 | 2,143,177 | 2,697,846 | 2,936,208 | 2,686,855 |
| <i>General Administration</i> | 489,202 | 458,900 | 462,305 | 511,082 | 634,289 |
| <i>School Administraton</i> | 7,000 | 10,000 | 13,000 | 13,000 | 15,000 |
| <i>Business</i> | 971,768 | 964,585 | 1,035,450 | 1,040,726 | 1,085,496 |
| <i>Operations and Maintenance</i> | 631,247 | 623,407 | 644,216 | 688,203 | 685,351 |
| <i>Transportation</i> | 114,559 | 136,472 | 149,754 | 158,045 | 80,000 |
| <i>Central</i> | 1,640,934 | 1,787,339 | 2,233,578 | 2,302,556 | 2,277,504 |
| <i>Community Services</i> | 332,298 | 305,650 | 321,592 | 350,137 | 322,004 |
| <i>Facilities Construction and Improvements</i> | 8,590 | 35,376 | 26,778 | 54,000 | 54,000 |
| <i>Outgoing Transfers and Other Transactions</i> | 1,386,782 | 1,159,730 | 1,273,491 | 918,371 | 857,222 |
| TOTAL EXPENDITURES | 10,360,528 | 11,066,685 | 12,740,579 | 13,190,880 | 13,295,062 |
| EXCESS OF REVENUES OVER EXPENDITURES | (1,694,858) | (1,621,413) | (2,000,148) | (1,957,927) | (2,189,649) |
| OTHER FINANCING SOURCES (USES) | | | | | |
| <i>Proceeds from Sales of Capital Assets</i> | 0 | 0 | 0 | 0 | 0 |
| <i>Transfer In</i> | 1,935,468 | 1,890,437 | 1,971,025 | 2,032,498 | 2,032,498 |
| <i>Transfers out</i> | 0 | (207) | (120,363) | (30,000) | (30,000) |
| TOTAL OTHER FINANCING SOURCES (USES) | 1,935,468 | 1,890,230 | 1,850,662 | 2,002,498 | 2,002,498 |
| NET CHANGE IN FUND BALANCE | 240,610 | 268,817 | (149,486) | 44,571 | (187,151) |
| FUND BALANCE, JULY 1 | 1,816,915 | 2,057,525 | 2,333,603 * | 2,184,117 | 2,184,117 |
| FUND BALANCE, JUNE 30 | 2,057,525 | 2,326,342 | 2,184,117 | 2,228,688 | 1,996,966 |

* Fund Balance restated due to adoption of GASB Statement 84

**SPECIAL EDUCATION FUND
DETAIL BUDGET PROJECTION
FOR THE FISCAL YEAR ENDING JUNE 30, 2021**

| REVENUES | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ORIGINAL BUDGET 2020-21 | PROPOSED BUDGET 2020-21 |
|--|---------------------------|---------------------------|---------------------------|--|--|
| <i>Local Sources</i> | 14,195,061 | 15,131,194 | 15,232,511 | 19,180,034 | 18,876,242 |
| <i>Non-Educational Entity Sources</i> | 42,251 | 42,304 | 44,023 | 44,023 | 34,275 |
| <i>State Sources</i> | 10,147,002 | 10,041,375 | 10,009,961 | 10,209,895 | 10,267,619 |
| <i>Federal Sources</i> | 3,152,537 | 3,603,136 | 4,121,195 | 5,179,303 | 5,463,532 |
| <i>Incoming Transfers and Other Transactions</i> | 293,318 | 142,841 | 273,199 | 239,800 | 115,100 |
| TOTAL REVENUES | 27,830,169 | 28,960,850 | 29,680,889 | 34,853,055 | 34,756,768 |
| EXPENDITURES | | | | | |
| <i>Instruction</i> | | | | | |
| <i>Added Needs</i> | 9,282,311 | 8,719,342 | 8,597,060 | 9,926,976 | 10,370,179 |
| <i>Supporting Services</i> | | | | | |
| <i>Pupil</i> | 9,454,318 | 9,786,861 | 10,230,460 | 11,018,674 | 11,012,279 |
| <i>Instructional Staff</i> | 2,939,906 | 3,065,977 | 3,152,973 | 3,208,502 | 3,116,759 |
| <i>Business</i> | 15,038 | 23,928 | 50,590 | 20,000 | 32,717 |
| <i>Operations and Maintenance</i> | 940,983 | 924,575 | 946,797 | 1,098,689 | 1,237,376 |
| <i>Transportation</i> | 3,348,095 | 2,919,292 | 2,322,619 | 3,036,023 | 3,136,471 |
| <i>Central</i> | 224,002 | 206,179 | 224,935 | 250,224 | 259,542 |
| <i>Community Services</i> | 35,763 | 44,214 | 25,762 | 31,687 | 39,238 |
| <i>Facilities Construction and Improvements</i> | 331,552 | 283,311 | 1,475,956 | 1,710,000 | 1,740,000 |
| <i>Outgoing Transfers and Other Transactions</i> | 1,084,748 | 1,093,647 | 1,031,570 | 3,035,000 | 3,045,987 |
| TOTAL EXPENDITURES | 27,656,716 | 27,067,326 | 28,058,722 | 33,335,775 | 33,990,548 |
| EXCESS OF REVENUES OVER EXPENDITURES | 173,453 | 1,893,524 | 1,622,167 | 1,517,280 | 766,220 |
| OTHER FINANCING SOURCES (USES) | | | | | |
| <i>Proceeds from Sales of Capital Assets</i> | 27,935 | 9,114 | 10,440 | 0 | 2,000 |
| <i>Transfer In</i> | 76,502 | 72,361 | 132,189 | 73,000 | 614,925 |
| <i>Transfers out</i> | (1,023,068) | (991,937) | (1,088,825) | (1,153,998) | (1,171,889) |
| TOTAL OTHER FINANCING SOURCES (USES) | (918,631) | (910,462) | (946,196) | (1,080,998) | (554,964) |
| NET CHANGE IN FUND BALANCE | (745,178) | 983,062 | 675,971 | 436,282 | 211,256 |
| FUND BALANCE, JULY 1 | 5,220,764 | 4,475,586 | 5,460,038 * | 6,136,009 | 6,136,009 |
| FUND BALANCE, JUNE 30 | 4,475,586 | 5,458,648 | 6,136,009 | 6,572,291 | 6,347,265 |

* Fund Balance restated for adoption of GASB Statement 84

**VOCATIONAL EDUCATION FUND
DETAIL BUDGET PROJECTION
FOR THE FISCAL YEAR ENDING JUNE 30, 2021**

| REVENUES | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | ORIGINAL BUDGET 2020-21 | PROPOSED BUDGET 2020-21 |
|--|---------------------------|---------------------------|---------------------------|--|--|
| <i>Local Sources</i> | 9,803,060 | 10,171,480 | 10,578,213 | 10,680,114 | 10,363,325 |
| <i>Non-Educational Entity Sources</i> | 31,691 | 31,731 | 33,020 | 33,021 | 25,709 |
| <i>State Sources</i> | 2,971,188 | 2,977,659 | 3,014,427 | 2,994,774 | 1,290,493 |
| <i>Federal Sources</i> | 134,241 | 144,151 | 146,527 | 145,987 | 139,676 |
| <i>Incoming Transfers and Other Transactions</i> | 336,455 | 314,010 | 322,567 | 305,000 | 305,000 |
| TOTAL REVENUES | 13,276,635 | 13,639,031 | 14,094,754 | 14,158,896 | 12,124,203 |
| EXPENDITURES | | | | | |
| <i>Instruction</i> | | | | | |
| <i>Added Needs</i> | 6,120,425 | 5,781,003 | 5,754,198 | 7,147,723 | 7,190,676 |
| <i>Supporting Services</i> | | | | | |
| <i>Pupil</i> | 1,168,856 | 1,159,422 | 1,189,294 | 1,436,855 | 1,441,243 |
| <i>Instructional Staff</i> | 650,249 | 668,207 | 627,801 | 610,714 | 728,810 |
| <i>School Administration</i> | 549,473 | 560,901 | 592,239 | 623,396 | 623,396 |
| <i>Business</i> | 64,386 | 60,870 | 66,196 | 69,799 | 76,699 |
| <i>Operations and Maintenance</i> | 868,300 | 856,600 | 781,085 | 973,869 | 967,070 |
| <i>Transportation</i> | 7,500 | 7,492 | 4,518 | 17,451 | 17,451 |
| <i>Central</i> | 52,038 | 43,594 | 37,643 | 62,950 | 88,039 |
| <i>Community Services</i> | 25,033 | 31,310 | 34,807 | 47,068 | 47,068 |
| <i>Facilities Construction and Improvements</i> | 575,103 | 480,721 | 342,958 | 251,500 | 310,191 |
| <i>Outgoing Transfers and Other Transactions</i> | 1,415,904 | 1,737,387 | 1,599,680 | 1,596,467 | 0 |
| TOTAL EXPENDITURES | 11,497,267 | 11,387,507 | 11,030,419 | 12,837,792 | 11,490,643 |
| EXCESS OF REVENUES OVER EXPENDITURES | 1,779,368 | 2,251,524 | 3,064,335 | 1,321,104 | 633,560 |
| OTHER FINANCING SOURCES (USES) | | | | | |
| <i>Proceeds from Sales of Capital Assets</i> | 6,700 | 3,579 | 0 | 4,000 | 1,000 |
| <i>Transfer In</i> | 0 | 0 | 61,112 | 30,000 | 30,000 |
| <i>Transfers out</i> | (986,502) | (1,021,153) | (2,866,763) | (2,948,000) | (2,948,000) |
| TOTAL OTHER FINANCING SOURCES (USES) | (979,802) | (1,017,574) | (2,805,651) | (2,914,000) | (2,917,000) |
| NET CHANGE IN FUND BALANCE | 799,566 | 1,233,950 | 258,684 | (1,592,896) | (2,283,440) |
| FUND BALANCE, JULY 1 | 7,180,060 | 7,979,626 | 9,221,202 * | 9,479,886 | 9,479,886 |
| FUND BALANCE, JUNE 30 | 7,979,626 | 9,213,576 | 9,479,886 | 7,886,990 | 7,196,446 |

* Fund Balance Restated for Adoption of GASB Statement 84

2. Voucher/Budget Composite & Cash Flow Summary Vouchers

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Van Buren Intermediate School District
March 2021

| | |
|--------------------------|-----------------|
| Imprest Fund Vouchers | \$ 1,668,734.78 |
| Payroll Fund Vouchers | 3,384,083.09 |
| Purchasing Card Vouchers | 55,758.07 |
| EDUSTAFF ACH Payments | 4,572.00 |
| | \$ 5,113,147.94 |

Budget-to-Expenditure Comparison 20-21

| Fund | Budget | Actual & Encumbered Expenses | Unencumbered Balance | Year-to-Date Variance |
|----------------------|------------|------------------------------------|-------------------------|--------------------------|
| General | 13,325,062 | 8,360,853 | 4,964,209 | 1,077,733 |
| Special Education | 35,162,437 | 20,138,573 | 15,023,864 | 4,768,154 |
| Vocational Education | 14,438,643 | 7,993,539 | 6,445,104 | 2,233,833 |
| Food Service | 92,010 | 109,915 | (17,905) | (44,741) |
| Capital Projects | 2,000,000 | 1,426,867 | N/A | 1,406,467 |

Cash Flow Summary

| | Ending Balance 1/31/2021 | Cash Receipts | Cash Disbursements | Ending Balance 2/28/2021 |
|-----------------------|--------------------------------|------------------|-----------------------|--------------------------------|
| General | 1,287,055 | 1,631,056 | 866,567 | 2,051,544 |
| Special Education | 375,083 | 10,141,401 | 2,919,420 | 7,597,064 |
| Vocational Education | 4,585,798 | 3,358,311 | 960,193 | 6,983,916 |
| Student Activity Fund | 32,976 | 0 | 0 | 32,976 |
| Food Service | 56,549 | 28,842 | 14,635 | 70,756 |
| Capital Projects | 735 | 237,858 | 238,304 | 289 |
| | 6,338,196 | 15,397,468 | 4,999,119 * | 16,736,545 |

* The cash disbursements total includes amounts transferred electronically. Non-payroll related electronic transfers were made to other VBISD accounts. A listing of these transactions are available upon request. This statement is in accordance with Policy #6144.01

PAYROLL SUMMARY
March 2021

| | |
|-----------------------|--------------------|
| GENERAL | 841,371.83 |
| SPECIAL EDUCATION | 1,933,237.42 |
| VOCATIONAL EDUCATION | 609,473.84 |
| STUDENT ACTIVITY FUND | 0.00 |
| FOOD SERVICE FUND | 0.00 |
| TOTAL PAYROLL | <hr/> 3,384,083.09 |

IMPREST VOUCHER SUMMARY
March 2021

| FUND NAME | CHECKS | PURCHASING CARDS | TRANSFERS/ INTEREST/FEES | TOTAL |
|-----------------------|---------------------|---------------------|-----------------------------|---------------------|
| General Fund | 343,780.78 | 21,886.23 | (1,375.11) | 364,291.90 |
| Special Education | 1,009,840.27 | 17,668.11 | 2,118.80 | 1,029,627.18 |
| Vocational Education | 79,820.81 | 16,067.75 | (10,959.37) | 84,929.19 |
| Capital Projects | 230,057.38 | 0.00 | 135.00 | 230,192.38 |
| Health Consortium | 0.00 | 0.00 | 0.00 | 0.00 |
| Student Activity Fund | 0.00 | 135.98 | 17.50 | 153.48 |
| Food Service Fund | 4,757.29 | 0.00 | 10,541.43 | 15,298.72 |
| TOTAL | 1,668,256.53 | 55,758.07 | 478.25 | 1,724,492.85 |

B. Board/Superintendent Travel (**Roll Call Vote**)

19

CONFERENCE ATTENDANCE

Superintendent/Board of Education

April 14, 2021

Pre-Approval

| NAME | DATES | LOCATION | ESTIMATED COST |
|-------------|-------------------|--|----------------|
| John Weiss | April 16-17, 2021 | MASB Spring Institute 2021/ CBA Classes Virtual | \$450.00 |
| John Weiss | May 6, 2021 | MASB ISD/ESA Conference Virtual | \$90.00 |
| Dave Manson | June 23-25, 2021 | MAISA Annual Summer Conference Houghton, Michigan | \$650.00 |
| | | | |
| | | | |

Post Approval

| | | | COST |
|--|--|--|------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Administrator Evaluation Guide Reference

- 1 - Leadership
- 2 - Level of Professional Awareness
- 3 - Professional Standards and Ethics
- 4 - Communication Skills
- 5 - Resourcefulness, Creativity, and Innovativeness
- 6 - Personality
- 7 - Demeanor, Appearance, and Style
- 8 - Professional Preparation
- 9 - Decision Maker
- 10-Planner and Organizer
- 11-Supervisor
- 12-Evaluator
- 13-Policy Implementer
- 14-Crisis Manager
- 15-Faculty and Staff Personnel
- 16-School Plant and Facilities
- 17-Student Personnel
- 18-Community Relations
- 19-Fiscal Management
- 20-Student Achievement



Extended COVID-19 Learning Plan

To view the VBISD Extended Continuity Plan in its entirety, click [HERE](#)

Reconfirmation Meeting

Required 30 Days After Initial Plan Approval and Every Month Thereafter

Agenda:

- Reconfirm how instruction is going to be delivered during the 20/21 school year
- Public comments from parents and/or guardians on the Extended Learning Plan
 - Review weekly 2-way interaction rates

Reconfirmation Meeting for April 2021

Reconfirm instructional delivery method:

Special Education Programs provide face-to-face instruction Monday through Thursday, and remotely on Fridays (select Fridays for the VBISD Early Childhood Program). Per parent request, a fully remote option will be available and programs and services for anything other than fully face-to-face are defined by Individual Contingency Learning Plans.

Students at VB Tech:

In order to maintain social distancing in classrooms and labs, students at Van Buren Tech will be following a hybrid schedule while we remain in Phase IV of the Governor's Safe Start Plan. The specific hybrid schedule being followed consists of two days of in-person instruction, one day of synchronous instruction, and two days of asynchronous instruction.

Reconfirm how instruction will be delivered for each grade level:

VBISD GSRP:

GSRP services are being provided face to face or hybrid only. The days and times of attendance align with the LEAs first grade schedule. All classrooms are providing 4 full days of instruction regardless of model. Remote instruction is provided if a classroom/school is required to close.

VBISD Special Education Early Childhood - 26 years:

Special Education Programs provide face-to-face instruction Monday through Thursday, and remotely on Fridays (select Fridays for the VBISD Early Childhood Program). Per parent request, a fully remote option will be available and programs and services for anything other than fully face-to-face are defined by Individual Contingency Learning Plans.

Updated 9/30/2020 to meet new requirements of SB 927

VB Tech (Grades 10 - 13):

Students at VB Tech:

In order to maintain social distancing in classrooms and labs, students at Van Buren Tech will be following a hybrid schedule while we remain in Phase IV of the Governor's Safe Start Plan. The specific hybrid schedule being followed consists of two days of in-person instruction, one day of synchronous instruction, and two days of asynchronous instruction.

Reconfirm whether or not the district is offering higher levels of in-person instruction for English language learners, special education students, or other special populations:

Document Public Comments:

Review Weekly 2-Way Interaction Rates

| October 2020 | All Students (percentage of all students who received (2) 2-way interactions each week) |
|---------------------|---|
| Week 1 | (must be reported in percent form) SPECIAL EDUCATION: <ul style="list-style-type: none">• BEC: 80.65%• BGLC: 85.29%• CTC: 89.83% VB TECH: 91.4% |
| Week 2 | SPECIAL EDUCATION: <ul style="list-style-type: none">• BEC: 82.26%• BGLC: 85.44%• CTC: 89.83% VB TECH: 86.3% |
| Week 3 | SPECIAL EDUCATION: <ul style="list-style-type: none">• BEC: 79.03%• BGLC: 86.27%• CTC: 84.75% VB TECH: 83.6% |
| Week 4 | SPECIAL EDUCATION: <ul style="list-style-type: none">• BEC: 79.03%• BGLC: 76.7%• CTC: 71.43% VB TECH: 76.4% |

Review Weekly 2-Way Interaction Rates

| | |
|----------------------|--|
| November 2020 | All Students (percentage of all students who received two 2-way interactions each week) |
| Week 1 | (must be reported in percent form) SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 84.1% • BGLC: 91.1% • CTC: 78.7% VB TECH: 79.6% |
| Week 2 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 85.5% • BGLC: 74.5% • CTC: 83.6% VB TECH: 78.6% |
| Week 3 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 85.5% • BGLC: 72.6% • CTC: 70.5% VB TECH: 83.7% |
| Week 4 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 67.8% • BGLC: 75.5% • CTC: 73.8% VB TECH: 86.1% |

Review Weekly 2-Way Interaction Rates

| | |
|----------------------|--|
| December 2020 | All Students (percentage of all students who received two 2-way interactions each week) |
| Week 1 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 77.8% • BGLC: 86.1% • CTC: 90.2% VB TECH: 89% |
| Week 2 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 75% • BGLC: 87.3% • CTC: 95.2% VB TECH: 88% |

| | |
|--------|--|
| Week 3 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 77.8% • BGLC: 84.5% • CTC: 77.1% VB TECH: 78% |
| Week 4 | Christmas Break - December 21, 2020 - January 3, 2021 |

Review Weekly 2-Way Interaction Rates

| | |
|---------------------|--|
| January 2021 | All Students (percentage of all students who received two 2-way interactions each week) |
| Week 1 | Christmas Break - December 21, 2020 - January 3, 2021 |
| Week 2 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 90% • BGLC: 89% • CTC: 89% VB TECH: 89% |
| Week 3 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 80% • BGLC: 93% • CTC: 87% VB TECH: 90% |
| Week 4 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 87% • BGLC: 95% • CTC: 92% VB TECH: 84% |

Review Weekly 2-Way Interaction Rates

| | |
|----------------------|--|
| February 2021 | All Students (percentage of all students who received two 2-way interactions each week) |
| Week 1 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 89% • BGLC: 90% • CTC: 87% VB TECH: 93% |
| Week 2 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 78% • BGLC: 90% • CTC: 98% VB TECH: 92% |

| | |
|--------|--|
| Week 3 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 77% • BGLC: 90% • CTC: 97% VB TECH: 87% |
| Week 4 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 87% • BGLC: 94% • CTC: 92% VB TECH: 91% |

Review Weekly 2-Way Interaction Rates

| | |
|-------------------|--|
| March 2021 | All Students <i>(percentage of all students who received two 2-way interactions each week)</i> |
| Week 1 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 89% • BGLC: 92% • CTC: 76% VB TECH: 87% |
| Week 2 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 95% • BGLC: 92% • CTC: 86% VB TECH: 91% |
| Week 3 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 92% • BGLC: 94% • CTC: 91% VB TECH: 93% |
| Week 4 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 93% • BGLC: 94% • CTC: 83% VB TECH: 89% |
| Week 5 | SPECIAL EDUCATION: <ul style="list-style-type: none"> • BEC: 92% • BGLC: 92% • CTC: 82% VB TECH: 92% |

D. Public Comments
II. INFORMATIONAL ITEMS
A. Board Updates
B. Superintendent Update

28

Date: April 14, 2021
To: Board of Education
From: David D. Manson, Superintendent
Jeffrey C. Mills, VBISD Administrator
Subject: Superintendent Update

James VanWyk/Barbara Alden Trust: (Community Relations, Staff Relations, Business & Finance)

Recently, VBISD received a donation of \$21,200 from the James VanWyk/Barbara Alden Trust. Since 2019, VBISD has received a total of \$74,605.34 from trustee Derek VanWyk on behalf of the trust. Given the family's connection to the Bert Goens Learning Center, a decision has been made to utilize these funds toward a specific item that will be incorporated into the new renovations scheduled to occur over the next two years. The BGLC staff and students recently sent a "thank you" video to the family for their generosity.

Van Buren Tech Visits: (Staff Relations, Instructional Leadership)

Over the past month, I have had the opportunity to visit the majority of programs and departments at VB Tech to better understand this aspect of the organization. I was extremely impressed with the relationships that I witnessed between the students and staff as well as the enthusiasm that everyone shared for their work. Over the next several months, I intend to continue to visit other VBISD programs and departments so that I can advocate for their needs in my new role.

Cultural Understanding Committee (CUC) Retreat: (Community Relations, Staff Relations, Instructional Leadership)

On March 24th, the CUC held a virtual retreat and completed a Gantt chart outlining specific activities and timelines for completion. The CUC would like to invite any interested members of the School Board to attend their next meeting on April 26th at 3p if they are interested in hearing more or participating.

Tour of New Mainstreet / Health Department: (Governance & Board Relations, Community Relations, Business & Finance)

On Monday, March 22, Robert Smith, Dave Manson, and Jeff Mills provided a tour of the new Mainstreet and Health Department building to Senator Aric Nesbitt and Representative Beth Griffin. It was nice seeing them in person and providing them a grand tour of these new spaces.

Meeting with Entergy Officials: (Governance & Board Relations, Community Relations, Business & Finance)

On Thursday, March 25, Dave Manson and Jeff Mills met in person with Nick Culp and Mick Middaugh from Entergy who provided an update on Entergy Palisades Nuclear Power Plant and to bring Mr. Manson up to speed on the history of the great working relationship we have with them. In addition, it sounds like Entergy will continue to fund the back-to-school backpack

event held in August. Sally Boothby, the staff member who oversees this program here at VBISD will be contacting Mr. Culp to fill out the required grant paperwork. This, I believe would be the 16th year they have helped fund this event.

ESSER III funding for schools: (Governance & Board Relations, Community Relations, Business & Finance, Instructional Leadership)

With the recent passing of the new stimulus monies, the local school systems in Van Buren County are projected to receive approximately \$28 million dollars. This is by far the largest amount of federal monies that I have seen being allocated to the local districts. Monies can be used for a variety of measures and you will see many upgrades, equipment purchasing and many other activities to help students stay safe and to help them improve academically.

General Fund Budget Review 2021-2022

As part of the Michigan School Code, local school district superintendents were presented with the attached Van Buren Intermediate School District General Fund Budget for review for the 2021-2022 school year on March 19, 2021.



Date: March 19, 2021
To: Local District Superintendents
From: Dave Manson, Superintendent
 Barb Matthews, Director of Finance and Operations
 Jeff Mills, Administrator
Subject: **General Fund Budget Review 2021-2022**

As part of the Michigan School Code, local school districts are to be presented with the attached Van Buren Intermediate School District General Fund Budget for review. This budget will be reviewed in detail at the Superintendents meeting held virtually on Friday, March 19, at 9:30 a.m.

In order to get this budget approval in the hands of the local school district boards of education, the expenditure side of the budget we are using a continued resolution budget until late May when a majority of the items will be available. When building this budget later this year the following will be some of the projections used:

1. Overall base salary increases by 1%. (Negotiating with teachers' / support staff this year)
2. Overall retirement rate used is 43%. (Approx. 14.5% of this rate is offset with state aid).
3. Health Insurance increase will be 3% (Based on a medical inflation rate increase of 3.3% that hard cap levels went up this year)

VBISD Fast Facts:

| <i>School Districts Served – fall membership head count:</i> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> |
|---|---------------|---------------|---------------|---------------|
| ○ Bangor Public | 1,152 | 1,141 | 1,118 | 1,117 |
| ○ Bloomingdale Public | 1,139 | 1,160 | 1,164 | 1,122 |
| ○ Covert Public | 351 | 361 | 366 | 364 |
| ○ Decatur Public | 769 | 741 | 753 | 715 |
| ○ Gobles Public | 805 | 852 | 849 | 823 |
| ○ Hartford Public | 1,360 | 1,367 | 1,365 | 1,336 |
| ○ Lawrence Public | 571 | 574 | 527 | 470 |
| ○ Lawton Community | 992 | 980 | 978 | 974 |
| ○ Mattawan Consolidated | 3,799 | 3,815 | 3,756 | 3,510 |
| ○ Paw Paw Public | 2,186 | 2,244 | 2,155 | 2,214 |
| ○ South Haven Public | 1,989 | 1,983 | 1,987 | 1,835 |
| ○ Wood School | 26 | 21 | 21 | 25 |
| ○ Michigan Online School (Cyber) | | | 563 | 789 |
| Totals: | 15,155 | 15,188 | 15,602 | 15,294 |
| ○ Students with Disabilities | 2,304 | 2,306 | 2,349 | 2,258 |
| ○ Migrant – Summer & Fall | 842 | 825 | 710 | 541 |

Total VBISD Staff Breakdown:

| | | | | |
|----------------------|------------|------------|------------|------------|
| ○ Professional staff | 214 | 210 | 197 | 208 |
| ○ Support staff | 208 | 201 | 216 | 187 |
| ○ All other | 66 | 75 | 82 | 139 |
| Totals: | 488 | 486 | 495 | 534 |

New VBISD Superintendent:

On March 1, 2021, Mr. David Manson, started as the new Superintendent for Van Buren ISD. He brings over 27 years of experience in the education field and was recently the Assistant Superintendent at Van Buren ISD. Mr. Manson will continue to collaborate and partner with local school systems to provide the best possible services for the students and families we serve. Mr. Jeff Mills, will be stepping down at the end of May, after serving 16 years as the Superintendent.

Van Buren ISD Overall Budget:

The Van Buren ISD budget is made up of six funds, three of which comprise 96.5% of the total budget. The overall 2020-21 budget for Van Buren ISD is \$60.8 million. The three largest funds are the General, Special Education and Vocational Education. The Special Education and Vocational Education Funds are special revenue funds and the revenue generated in those funds is restricted to special usage. The Special Education fund monies can only be used for Special Education expenditures. This fund supports all special education transportation in the county, the Learning Center facility in Lawrence, the Community-Based Transition Center in Paw Paw, Behavioral Education Center in Bangor, all ancillary staff, and other program areas. Total Special Education Fund expenditures for 2019-20 were \$28,058,722 and the 2020-21 budget is \$33,990,548. The Vocational Education Fund supports the Van Buren Tech Center in Lawrence. The total expenditures in the Vocational Education Fund for 2019-20 were \$11,030,419 and the 2020-21 budget is \$11,490,643. The General Fund supports all the other programs listed in this attachment. The General Fund expenditures for 2019-20 totalled \$12,740,579 and the 2020-21 budget is \$13,295,062. **The General Fund is the only fund by law that has to be reviewed by the Boards of Education of the local school districts. Audited financial statements for all funds are located on the district website www.vbisd.org under the transparency reporting icon.**

General Fund Areas of Support:

The General Fund supports many areas as outlined in the attached budget summary and include:

- ✓ Early Childhood Education programs – Family Links Program, Great Start Readiness Programs, and Great Start Collaborative and Great Start Parent Coalition.
- ✓ Crisis Management Department
- ✓ Technology Services
- ✓ Van Buren Conference Center located in Lawrence.
- ✓ Business Development / Coordinated School Health /SNAP Ed
- ✓ Instructional Services Department
- ✓ Finance, Operations, and Human Resource Services
- ✓ Migrant Education (School year programs and summer programs), English as a Second Language, and Title III support
- ✓ Truancy Services

Current / Upcoming Projects – 2020-21 (all funds):

- On March 10, 2020 the voters in Van Buren County supported a five-year .9 millage increase in the VBISD Special Education millage rates. Per this approval, \$2,000,000 each year will be disbursed to the local school systems and \$1,800,000 will be used for major renovations and additions to the Bert Goens Learning Center and other Special Education programs.
- In 2019-20 and 2020-21 the VBISD Van Buren Tech budget included a total set aside of \$3.5 million for our share of the following project. In January of 2017, VBISD entered into a partnership with the Van Buren / Cass Health Department (VBCHD) for the construction of a new facility that VBCHD would occupy. This new facility would be attached to the Van Buren Technology Center and have two classrooms for new programming. The VBCHD would bring approximately 60 full-time employees who would collaborate with our nursing, health care programs and agricultural science program. In addition, VBCHD will bring 8 dental chairs to this location. The Van Buren Tech will be starting two programs in the fall of 2021, a dental assistant and dental hygienist occupying classrooms in this new facility. The completion date and full service opportunities for clients in the Health Department portion of the building is scheduled to open April 1, 2021.
- Under the Instructional Services Department, created a Behavior and Trauma Coordinator position to assist school districts. In addition, if grant funds are available, develop a “behavioral health team” to work with instructors to identify behaviors that suggest a student might be struggling with mental health challenges, providing treatment and support.
- The West Michigan Educational Research & Development Foundation, set up in 1997 by VBISD continues to support a number of countywide training opportunities for staff members. Foundation provides \$16,000 in education scholarships for (Allegan, Kalamazoo and Van Buren students). In addition, the foundation funds scholarships for high school seniors. In the fall of 2021, Chris Rice, will be taking over as the Executive Director and providing additional support to the local school districts.

Curriculum Coordinator Position / Early Literacy Support:

In the Fall of 2019, Cheryl-Marie Manson began working as the Director of Instructional Services. Since this time, the instructional Services Department has grown from a department of three to 18 staff members including School Improvement, Event Management and Mental health Clinicians who provide direct support to students. In February 2018, with the support of the WMU grant above, VBISD hired a High Impact Leader (HIL) / Multi-Tiered System of Support (MTSS) Coordinator. This coordinator has set up support for MTSS with 33 school buildings in the 12 local school districts. Overall, we have received excellent feedback from this department. Here is a sample of what has been accomplished and continues to work on:

- Managing and hosting professional learning opportunities for teachers and coaches around Early Literacy Essentials.
- Helping LEAs and the ISD manage and understand and take advantage of grants from state and federal sources. Over one million dollars in the first three years.
- Organizing and managing a region-wide group of curriculum and literacy specialists to facilitate work around the “Reading Now Network”.
- Managing activities around the High Impact Leadership Project (SEED Grant) through WMU in Van Buren County.
- Managing professional growth in administrators county-wide.

- Facilitating and informing multiple leadership groups around the county through our Instructional Leadership Network (Principals, Curriculum Specialists, Coaches, and Superintendents).
- Participate in statewide network meetings (GELN) and advocate for our county's instructional needs.
- Collaborating with schools to improve their curriculum selection process, access to resources, and offer specific professional learning opportunities for teachers.
- Improving software systems that support Event Management and the hosting of professional learning activities.
- Assisting districts, including the ISD, with other needs as necessary to improve instruction.
- Providing high quality professional learning opportunities in the area of Trauma Informed Schools, Mental Health, Literacy and Multi Tiered Systems of Support (MTSS).

Collaborative Projects:

On March 13, 2020, the world as we know it changed. This was the date the Governor’s office “closed down” face-to-face instruction for students. The VBISD and 12 local school systems have all collectively worked during the spring, summer, and fall to implement many learning plans for all students in our service areas. In addition, the Superintendent Council has met and continues to meet virtually on a weekly basis sharing materials, ideas, crisis plans, etc... to “collaborate together” for the benefit of students, parents and the community. This past year has been challenging times for everyone, however, by working together we have accomplished so much. We are very proud of the leadership at each district and the working relationship we share with one another.

The following is a list of some of the collaborative services that VBISD has offered and made available to our local school districts through all the different funds under VBISD:

- Provide on behalf of all school systems Countywide Special Education Transportation (Learning Center, Behavioral Education Center, Community-based Transition Center, Cedar Street, Lawrence HI, Regional EI classroom in Paw Paw, and Regional Early Childhood programs in Covert)
- Work over the summer on Continuity of Learning Plans.
- Regional Special Education Supervisors
- Bus Maintenance service for four school systems.
- Assist school districts with business office services when requested.
- Countywide Health Care Consortium – bid out plans in summer of 2020 for all school systems. Staff members have up to four products to choose from. All 12 school systems and VBISD are part of this Consortium.
- Fingerprinting services for all school systems
- Technology Support Services. Currently, eight school districts have signed up for expanded services & support. In addition, provide support for 21 school districts on the PowerSchool student information system platform.
- Contract with Karoub Associates for legislative services.
- Continue to receive a federal grant for Project LEAN, which provides “seven nutrition educators” in local school systems.
- Created educator support program for school systems that have adopted science, technology, engineering, Arts and mathematics (STEAM) for school systems grades.

- Critical Incident & Stress Management (CISM) support for schools dealing with traumatic events. Staff member coordinates all personnel requested by school districts.
- Countywide training efforts for special education and curriculum issues.
- Support of countywide “Educational Hero Award” program for all schools.
- 25 - Career & Technical Education Programs for High School Students
- Crisis management support for school systems, with threat assessment help.
- Epi-Pen coordination for all school systems.
- For new board members, pay for CBA 101 class through MASB.
- For the last eight years, Technology Center has offered a CTE directed, Early College program for students, earning up to 46 college credits at the end of senior year.
- In 2018, started a “fifth-year” program for students attending technology center.
- In the Fall of 2019, assisted all local districts with paperwork and supervision in creating a general education Early Middle College program offering for students.
- Coordination of Van Buren County School Board events.

If you have any questions on the attachment, please feel free to contact Dave Manson, Barb Matthews or Jeff Mills at 269-674-8091.

Generalfundreviewsupt3-2-21



Van Buren Intermediate School District

Respect • Integrity • Compassion • Excellence

David D. Manson
Superintendent

TO: VBISD Constituent School District Superintendents
FROM: David D. Manson, Superintendent, Jeffrey C. Mills, Administrator
DATE: March 19, 2021
RE: **ISD General Fund Approval Process 2021**

OVERVIEW:

The Michigan School Code requires a local school district to review the Van Buren ISD General Fund Budget. Local school districts are asked to advise the Van Buren ISD board on the proposed Van Buren ISD General Fund Budget for the next fiscal year. The constituent school boards are required to either support or object to the prospective budget plan by resolution.

TIMELINE:

On Friday, March 19, 2021, Van Buren Constituent School District Superintendents heard a presentation on the 2021-2022 Van Buren ISD General Fund Budget. Not later than June 1st the local must review the proposed ISD budget and shall submit to the ISD board an approved resolution or any specific objections and proposed changes the local board recommends, if necessary.

Should there be objections and proposed budget changes the ISD board shall consider the local district recommendations prior to final ISD board approval.

RESOLUTION SAMPLE:

VBISD Constituent School District General Fund Approval resolution sample is attached.

ADDITIONAL INFORMATION:

Contact Dave Manson or Jeff Mills at the Van Buren Intermediate School District, (269) 674-8091 if you have questions.

VAN BUREN INTERMEDIATE SCHOOL DISTRICT
General Fund Operating Budget
RESOLUTION

A meeting of the Board of Education of the _____
School District was held at the _____ on _____, 2021, at
_____.

Members present were: _____

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

WHEREAS:

This Board received the ISD General Fund Operating Budget on or before May 1,
2020; and

WHEREAS:

In accordance with Section 380.624 of the Revised School Code, this Board must
now adopt a resolution expressing its support or disapproval of the proposed ISD
budget, and must submit to the ISD Board any specific objections and/proposed
changes the Board may have to the budget prior to June 1, 2020.

THEREFORE, BE IT RESOLVED THAT:

The ISD General Fund Operating Budget for the 2020-2021 school year be
("supported" or "disapproved for the reasons attached hereto"), and that the Secretary
of the Board is hereby directed to submit a copy of this Resolution to the Secretary of
the ISD Board of Education, along with any specific objections or proposed changes
to the budget.

Ayes: Members _____

Nays: Members _____

Motion declared adopted.

The undersigned duly qualified and acting Secretary of the Board of Education of
_____, Michigan hereby certifies that the foregoing is a true and
complete copy of a resolution adopted by the Board at a _____ meeting held on
_____, 2021, the original of which resolution is a part of the Board's
minutes, and further certifies that notice of the meeting was given to the public under the Open
Meetings Act, 1976 PA 267, as amended.

Signed:

Secretary, Board of Education

**GENERAL FUND
DETAIL BUDGET PROJECTION
FOR THE FISCAL YEAR ENDING JUNE 30, 2022**

| REVENUES | ACTUAL 2017-18 | ACTUAL 2018-19 | ACTUAL 2019-20 | AMENDED BUDGET 2020-21 | PROPOSED BUDGET 2020-22 |
|--|---------------------------|---------------------------|---------------------------|---------------------------------------|--|
| <i>Local Sources</i> | 780,111 | 813,440 | 1,104,581 | 889,943 | 889,943 |
| <i>Non-Educational Entity Sources</i> | 4,774 | 4,789 | 4,967 | 3,867 | 3,867 |
| <i>State Sources</i> | 4,914,866 | 5,118,261 | 6,075,509 | 6,207,659 | 5,822,854 |
| <i>Federal Sources</i> | 2,493,871 | 2,991,895 | 2,696,021 | 2,980,790 | 3,124,790 |
| <i>Incoming Transfers and Other Transactions</i> | 472,048 | 516,887 | 859,353 | 1,023,154 | 1,023,154 |
| TOTAL REVENUES | 8,665,670 | 9,445,272 | 10,740,431 | 11,105,413 | 10,864,608 |
| EXPENDITURES | | | | | |
| <i>Instruction</i> | | | | | |
| <i>Basic Program</i> | 730,644 | 1,026,108 | 1,271,293 | 1,468,409 | 1,468,409 |
| <i>Added Needs</i> | 1,055,575 | 1,117,080 | 1,089,505 | 1,058,792 | 1,058,792 |
| <i>Adult Continuing Education</i> | 66,480 | 70,597 | 57,461 | 80,887 | 80,887 |
| <i>Supporting Services</i> | | | | | |
| <i>Pupil</i> | 1,222,007 | 1,228,264 | 1,464,310 | 1,989,253 | 2,088,715 |
| <i>Instructional Staff</i> | 1,703,442 | 2,143,177 | 2,697,846 | 2,686,855 | 2,724,007 |
| <i>General Administration</i> | 489,202 | 458,900 | 462,305 | 634,289 | 460,968 |
| <i>School Administraton</i> | 7,000 | 10,000 | 13,000 | 15,000 | 15,000 |
| <i>Business</i> | 971,768 | 964,585 | 1,035,450 | 1,085,496 | 1,085,496 |
| <i>Operations and Maintenance</i> | 631,247 | 623,407 | 644,216 | 685,351 | 685,351 |
| <i>Transportation</i> | 114,559 | 136,472 | 149,754 | 80,000 | 80,000 |
| <i>Central</i> | 1,640,934 | 1,787,339 | 2,233,578 | 2,277,504 | 2,293,747 |
| <i>Community Services</i> | 332,298 | 305,650 | 321,592 | 322,004 | 307,000 |
| <i>Facilities Construction and Improvements</i> | 8,590 | 35,376 | 26,778 | 54,000 | 154,000 |
| <i>Outgoing Transfers and Other Transactions</i> | 1,386,782 | 1,159,730 | 1,273,491 | 857,222 | 622,700 |
| TOTAL EXPENDITURES | 10,360,528 | 11,066,685 | 12,740,579 | 13,295,062 | 13,125,072 |
| EXCESS OF REVENUES OVER EXPENDITURES | (1,694,858) | (1,621,413) | (2,000,148) | (2,189,649) | (2,260,464) |
| OTHER FINANCING SOURCES (USES) | | | | | |
| <i>Proceeds from Sales of Capital Assets</i> | 0 | 0 | 0 | 0 | 0 |
| <i>Transfer In</i> | 1,935,468 | 1,890,437 | 1,971,025 | 2,032,498 | 2,032,498 |
| <i>Transfers out</i> | 0 | (207) | (120,363) | (30,000) | 0 |
| TOTAL OTHER FINANCING SOURCES (USES) | 1,935,468 | 1,890,230 | 1,850,662 | 2,002,498 | 2,032,498 |
| NET CHANGE IN FUND BALANCE | 240,610 | 268,817 | (149,486) | (187,151) | (227,966) |
| FUND BALANCE, JULY 1 | 1,816,915 | 2,057,525 | 2,333,603 * | 2,184,117 | 1,996,966 |
| FUND BALANCE, JUNE 30 | 2,057,525 | 2,326,342 | 2,184,117 | 1,996,966 | 1,769,000 |

* Fund Balance restated due to adoption of GASB Statement 84

GENERAL FUND
2021-22 OPERATING BUDGET
Program Narrative

REVENUES

Local Sources

Local Property Taxes -This revenue is from the mills allocated for ISD General Operations applied against the taxable value.

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 577,751 |
| PROPOSED: | 2021-22 | \$ 577,751 |

Other Local Revenue - This revenue includes interest earnings, Conference Center facility rental, donations/grants/fees, and USF rebates.

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 312,192 |
| PROPOSED: | 2021-22 | \$ 312,192 |

Non-Educational Entity

2% Casino Revenue – This revenue is the local revenue sharing allocation from the 2% annual net winnings at the Hartford Four Winds casino.

| | | |
|-----------|---------|----------|
| BUDGET: | 2020-21 | \$ 3,867 |
| PROPOSED: | 2021-22 | \$ 3,867 |

State Sources

This revenue estimates State grants-in-aid from the Michigan Department of Education which support general operations and specific programs and the State reimbursement for personal property tax exemptions. Included for 2020-21 only are new State payments for Virtual Learning Support and MPERS Employer Forfeiture Credits. Excluded for 2021-22 are the Michigan Economic Development Corporation and Competitive School Safety Grants to be used for safe and secure learning environments and the Behavioral Health Team Pilot Grant. The following lists the revenue by source:

| | BUDGET 2020-21 | PROPOSED 2021-22 |
|---|-------------------|---------------------|
| Section 25j – Virtual Learning Support Grants | \$23,626 | \$0 |
| Section 31n6 - Mental Health & Support Services | \$431,850 | \$464,414 |
| Section 31n12 – Behavioral Health Team Pilot | \$50,057 | \$0 |
| Section 32d(1) – Great Start Readiness | \$2,463,811 | \$2,463,811 |
| Section 32p - Early Childhood Block Grants | \$158,619 | \$158,619 |
| Section 32p(4) – Home Visitation Grant | \$62,415 | \$62,415 |
| Section 35a(4) – Early Literacy Teacher Coaches | \$454,036 | \$454,036 |
| Section 35a(5) – Targeted Literature | \$196 | \$196 |
| Section 81 – Intermediate Districts | \$1,470,276 | \$1,470,276 |
| Section 147a(2) – MPERS Normal Cost Offset | \$103,214 | \$103,214 |
| Section 147c(1) – MPERS UAAL Rate Stabilization | \$611,823 | \$611,823 |
| Section 147e – MPERS Reforms-Defined Contribution | \$20,457 | \$20,457 |
| Section 152a – Headlee Obligation for Data Collection | \$7,208 | \$7,208 |
| Personal Property Tax Exemption | \$6,385 | \$6,385 |
| Michigan Economic Development Corporation | \$100,079 | \$0 |
| Competitive School Safety Grant | \$176,328 | \$0 |
| MPERS Employer Forfeiture Credit | \$67,279 | \$0 |
| Total | \$6,207,659 | \$5,822,854 |

Federal Sources - This revenue is from Title I.C. Migrant Education, Title III Limited English Proficient Student, Trusted Advisors, Adult Learning: WIA Core Program, Michigan Fitness Foundation (SNAP-ED), HIL Project and Project AWARE.

| | | |
|-----------|---------|--------------|
| BUDGET: | 2020-21 | \$ 2,980,790 |
| PROPOSED: | 2021-22 | \$ 3,124,790 |

Incoming Transfers and Other Transactions

Payments from Other Local Schools/Other Transactions - This revenue is from local school districts that pay for crisis management, business office or technology staff/services. It also includes prior year refunds.

| | | |
|-----------|---------|--------------|
| BUDGET: | 2020-21 | \$ 1,023,154 |
| PROPOSED: | 2021-22 | \$ 1,023,154 |

EXPENDITURES

Instruction: This area covers the direct instructional component of the Migrant, Title III, Bilingual, Great Start Readiness Program (GSRP), and Adult Learning: WIA Core program. Included under the Migrant, Title III, and Bilingual programs are five school year staff members’ who work in 8 school districts that are in consortium with the VBISD and approximately 75 Summer Migrant staff members. The school year positions are partially federally funded and the summer positions are entirely federally funded. Costs include wages, fringe benefits, travel, supplies and dues for professional organizations.

The GSRP program is funded through State Aid. There are 35 full-time school year staff members. Budgeted amounts include wages, fringe benefits, travel, supplies and field trip costs.

The Adult Learning: WIA Core program is a federally funded program. This budget area includes the wages of part-time teachers and paraprofessionals, benefits and supplies.

| | | |
|-----------|---------|--------------|
| BUDGET: | 2020-21 | \$ 2,608,088 |
| PROPOSED: | 2021-22 | \$ 2,608,088 |

SUPPORTING SERVICES:

Attendance Services: This function supports the cost of contracting for the services of a Truant Officer in conjunction with the Van Buren County Sheriff’s Department to provide support to the local school districts.

| | | |
|-----------|---------|-----------|
| BUDGET: | 2020-21 | \$ 20,150 |
| PROPOSED: | 2021-22 | \$ 20,150 |

Pupil Services: This function supports the costs associated with the SNAP-ED Project LEAN grant which are not covered under the grant and support to local districts for student activities

| | | |
|-----------|---------|----------|
| BUDGET: | 2020-21 | \$ 2,255 |
| PROPOSED: | 2021-22 | \$ 50 |

Social Work Services *This function supports the costs associated with the 8 Clinicians hired under the School Mental Health and Support Services Grant working with our local schools and their general education students. Included are salaries, benefits, travel and supplies*

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 567,753 |
| PROPOSED: | 2021-22 | \$ 622,472 |

Improvement of Instruction: *The ISD curriculum/instructional services team works directly with all of the ISD local districts in support of literacy and provide numerous professional development trainings and opportunities to educators within the county. They host monthly county-wide meetings for high school principals and curriculum coordinators. The function includes the Director of Instructional Services, Behavior and Trauma Coordinator, Curriculum Specialist, 4 Early Literacy Coaches and 1 clerical position, professional development activities and the costs for support activities (Science Olympiad, Curriculum Coordinators and local district professional development). Included are salaries/fringes, travel/conferences, contracted services, and supplies*

In addition, the wages, benefits and supplies incurred in the Adolescent & School Health Program Grant are included. Through the funding of the Adolescent & School Health Program Grant the ISD provides support services around school health issues: i.e. health and nutrition, physical activity, social/emotional, reproductive health/HIV, substance abuse, Medicaid outreach and school safety. The ISD can also provide Michigan Model for Health materials if the local district does the programming.

| | | |
|-----------|---------|--------------|
| BUDGET: | 2020-21 | \$ 1,044,642 |
| PROPOSED: | 2021-22 | \$ 990,738 |

Board of Education: *This function supports the costs attributed to the Board of Education. Included are salaries, travel, conference, legal costs for General Fund, and the annual financial audit cost.*

| | | |
|-----------|---------|-----------|
| BUDGET: | 2020-21 | \$ 84,318 |
| PROPOSED: | 2021-22 | \$ 84,318 |

Executive Administration: *This function covers the expense of the office of the Superintendent. Included are salaries, fringes, travel/conference, professional dues, capital outlay, contracted services, printing, Educational Hero Award expenses and associated office expenses of the Superintendent and Secretary. The increase in the 2020-21 budget was due to the retirement of the former Superintendent and a transition period in which two Superintendents were employed.*

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 549,971 |
| PROPOSED: | 2021-22 | \$ 376,650 |

Finance/Business Office: *This function covers the expense of the office of the Director of Finance and Operations which consists of 7 staff members. Included are salaries, fringe benefits, travel/conference, contracted professional services, capital outlay, and other general office operating expenses to run the business side of the entire organization. Included are the salary and fringe benefits for staff members providing accounting and payroll services to local school districts.*

Other services provided to the local districts include the hosting of county-wide Business Manager meetings, solicitation of annual county-wide copy paper bid, fiscal agent for county-wide E-rate services contract, Universal Service Fund distributions and School Based Service Medicaid distributions. Representing the local school districts on the Michigan Retirement Investment Consortium (MRIC) board. MRIC provides employees a means to save for retirement and assists employers by handling the administration of their plans. The Office reviews and submits for all local districts required Special Education reports.

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 940,509 |
| PROPOSED: | 2024022 | \$ 940,509 |

Internal Services: *This function covers the costs of the district Receptionist and Shipping and Receiving Coordinator. Included costs are salary and fringe benefits, travel/conference, supplies for organization, etc.*

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 138,487 |
| PROPOSED: | 2021-22 | \$ 138,487 |

Other Business Services: *This function covers the cost of refunds for tax abatement decisions and other insurance.*

| | | |
|-----------|---------|----------|
| BUDGET: | 2020-21 | \$ 5,300 |
| PROPOSED: | 2021-22 | \$ 5,300 |

Operations and Maintenance: *This function covers the cost for operation and maintenance of plant and facilities at the Conference Center and Shipping and Receiving Building, grounds maintenance, snowplowing, and general repair work at all facilities. Included costs are for salaries, fringe benefits, travel/conference, utilities, insurance (buildings, liability, etc.), contracted maintenance services (telephone and buildings) and custodial maintenance supplies for the General Fund. Four staff members currently provide services to the above areas.*

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 458,798 |
| PROPOSED: | 2021-22 | \$ 458,798 |

Security Services: *This function covers a portion of the costs of the Chief Safety and Compliance Officer and Crisis Management Coordinator. Included are salary, fringe benefits, travel/conference, contracted services, and supply costs.*

This department includes the coordination of all areas of crisis management. It includes active shooter drills, CPR/AED training, MI Heartsafe Schools training, crisis plan reviews and student threat assessments. The department oversees a team in place to respond to student/staff deaths or serious injury. This department solicits the donation of Epi pens which are distributed to the local districts for free.

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 205,156 |
| PROPOSED: | 2021-22 | \$ 205,156 |

Grant Coordination/Business Development Coordinator: *This function covers the costs of Grant Coordination/Business Development for VBISD and the services we offer. Included is the salary, fringe benefits, travel/conference, supplies cost for the Grant Coordinator.*

| | | |
|-----------|---------|-----------|
| BUDGET: | 2020-21 | \$ 23,693 |
| PROPOSED: | 2021-22 | \$ 23,693 |

Human Resources: *This function covers the office of Human Resources. Included costs are for salaries, fringe benefits, travel/conference, office supplies, contracted services and miscellaneous expense of 3 staff members. This department fingerprints all new employees for the ISD and local districts, in addition to typical HR activities. Also included are the costs for first year local district school board members to attend the Michigan Association of School Boards classes.*

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 239,427 |
| PROPOSED: | 2021-22 | \$ 255,670 |

Technology Services: *This department administers and implements the IT systems, networking infrastructure and telecommunications of the ISD. In addition, it provides hosting and network support services to local school districts on a contractual basis. Beginning in 2020-21, telecommunications hosting was offered as an additional service to local districts. The ISD hosts on our servers PowerSchool for local school districts and the staff provide support services and training to the end users such as secretaries and teachers. The staff also serve as Data Hub Initiative specialists by integrating PowerSchool data with assessments like MiLearn. Monthly Technology director meetings are held to collaborate on issues.*

This function covers both district-wide and local school districts technology services. There are 18 staff members that provide network, software, web page, and technical support. Included costs are salaries, fringe benefits, travel/conference, equipment maintenance, software licenses, capital outlay, etc. The cost of internet services is also budgeted in this function.

| | | |
|-----------|---------|--------------|
| BUDGET: | 2020-21 | \$ 1,828,151 |
| PROPOSED: | 2021-22 | \$ 1,828,151 |

Pupil Accounting: *This function is for Pupil Accounting Services to local school districts. The pupil accounting auditor conducts both on-site and desk review audits of the pupil counts taken twice a year by all local districts. In addition, the auditor conducts an annual training and is available as help desk support to the local districts. Included are the salary and benefits of the internal pupil auditor.*

| | | |
|-----------|---------|-----------|
| BUDGET: | 2020-21 | \$ 40,987 |
| PROPOSED: | 2021-22 | \$ 40,987 |

Other Central Services: *This function covers the cost for legislative liaison services.*

| | | |
|-----------|---------|-----------|
| BUDGET: | 2020-21 | \$ 12,475 |
| PROPOSED: | 2021-22 | \$ 12,475 |

Early Care and Education Department: *This department facilitates several programs for young children, birth to school entry and their families. The Family Links program includes home visits; hearing, vision and development screenings; parent group meetings, play groups, newsletters and more. The program is open to all and is based upon referrals, often starting with the birth of a child. Newborns are presented with a welcome bag.*

The ISD oversees all aspects of the State funded Great Start Readiness Program (GSRP). GSRP runs preschool classrooms for four-year old children who meet income based eligibility. This area of the budget includes the costs associated with the Early Childhood Specialists, supervision of the grant, and county-wide recruitment and enrollment of students.

Included in this area are the salaries and wages for 7 family educators 3.5 Supervisors/Early Childhood Specialists, one Great Start Collaborative Director and one clerical staff along with fringe benefits, workshop/conference, supplies and materials, and miscellaneous expenses. Also included is the cost for a contracted Great Start Parent Liaison.

| | | |
|-----------|---------|--------------|
| BUDGET: | 2020-21 | \$ 1,024,449 |
| PROPOSED: | 2021-22 | \$ 1,024,449 |

Migrant/ESL/School & Family Support Services: *This function covers the cost of three staff members for the direction and management of the Migrant, English as a Second Language (ESL), School Improvement and School & Family programs which are not covered by grant funding. Included are salaries, benefits, travel, workshops and conferences, etc.*

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 171,977 |
| PROPOSED: | 2021-22 | \$ 171,977 |

Federal Programs Support Services: *The costs reported in this area relate to the support service functions of the following federal grants:*

- *School Year Migrant – is a consortium of 8 school districts*
- *Title III- is a consortium of 10 school district*
- *Summer Migrant-ISD runs the largest summer migrant program in the State serving over 400 students.*
- *SNAP-Ed Project LEAN*
- *Adult Learning WIOA Instruction-provides instruction to any ESL adult.*
- *Identification and Recruitment- grant to identify and recruit migrant families statewide who are not living within school districts that operate a migrant education program.*
- *High Impact Leadership for School Renewal (HIL) Project- provides facilitators to selected high poverty Reading Now Network elementary schools to provide coaching in literacy work.*
- *Project AWARE is a program to create and sustain an infrastructure to meet the mental health needs of students and their families.*

This area includes the costs for salaries, benefits, contracted services, supplies and materials, etc. for 30 staff members during both the summer and school year for the Migrant Education grants: recruiters and support staff for the ID&R grants; supervisor for the Adult Learning: WIA Core Program grants; 7 nutrition educators and a supervisor for the SNAP-Ed Project LEAN grant; 1 full time and 12 part-time facilitators for the HIL Project ; and a project manager, 1.5 staff, and a Community Mental Health Co-manager for Project AWARE.

| | | |
|-----------|---------|--------------|
| BUDGET: | 2020-21 | \$ 2,095,250 |
| PROPOSED: | 2021-22 | \$ 2,233,254 |

Community Services: *This function supports the following:*

- *The Conference Center Coordinator position. The Van Buren Conference Center is available for all schools, governments, non-profits, businesses and residents to use. Over 60,000 individuals visit the Conference Center to attend activities such as professional development trainings, banquets, weddings and proms. The use of the facility to our local schools usually comes at no cost.*
- *A Back-to School Bonanza in which all children within the ISD are eligible to receive a backpack filled with school supplies.*
- *The ISD receives grant funds under sections 32p and 32p(4) of the State Aid Act. The 32p grant’s purpose is to support high-quality early childhood and child care programs. The 32p(4) grants funds are used to support their Great Start Collaborative. The Great Start Coordinators, the supervision and operating costs of these grants are budgeted in this area.*
- *Community service functions for Migrant/ESL are included.*
- *Salaries, fringe benefits, workshop/conference, supplies and materials and miscellaneous expenses for the above are budgeted in this area.*

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 322,004 |
| PROPOSED: | 2021-22 | \$ 307,000 |

Facilities Construction and Improvements: *This function covers facility improvement costs.*

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 54,000 |
| PROPOSED: | 2021-22 | \$ 154,000 |

Outgoing Transfers and Other: *This function includes sub-grantee payments to local school districts under the Great Start Readiness Grant and for 2020-21 the Michigan Economic Development Corporation and Competitive School Safety Grants.*

| | | |
|-----------|---------|------------|
| BUDGET: | 2020-21 | \$ 857,222 |
| PROPOSED: | 2021-22 | \$ 622,700 |

Other Financing Sources (Uses)

Transfers In – *The source of funds includes revenue generated from federal programs, which are charged a fixed percentage rate to support operational functions to assist the federal grant. Incoming transfers from other funds to support shared programs, technology and personnel costs.*

| | | |
|-----------|---------|--------------|
| BUDGET: | 2020-21 | \$ 2,032,498 |
| PROPOSED: | 2021-22 | \$ 2,032,498 |

Transfers Out: *The use of funds includes transfers made to other funds within the VBISD.*

| | | |
|-----------|---------|-----------|
| BUDGET: | 2020-21 | \$ 30,000 |
| PROPOSED: | 2021-22 | \$ -0- |

C. Department Updates
1. Human Resources

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MEMO

DATE: APRIL 14, 2021
TO: BOARD OF EDUCATION
FROM: HEATHER VISCO
RE: HUMAN RESOURCES UPDATE

Human Resources Update (1,2,3,4,5,8,9,10,13,15,18)

COVID-19 update

The second round of Hazard Pay grants, now called MI Classroom Heroes, is in the amount of \$500 for eligible staff members. Eligible staff is full-time or part-time teachers in the following positions:

- GSRP Lead Teacher, GSRP Associate Teacher, Early Head Start Center Based Teacher, Head Start Center Based Teacher, Head Start Assistant Teacher, Adult Education Local Teacher, or Young Adult Special Education instructional personnel, that provided continuity of learning to students during the 2019-2020 period of school closure that resulted from COVID-19.

The deadline for employees to turn in their forms is April 9, 2021, with an approximate payment made directly to employees on June 4, 2021.

General update

We continue to meet with KRESA and PowerSchool in regard to the implementation process of our new system. We have several meetings scheduled in the next few months and are excited about this change.

With the creation of the central location for administrators to utilize resources for themselves and their staff regarding human resources functions, we hosted several “HR Office Hours” for administrators to receive more in-depth training and a walk through the different documents that are now at their fingertips. The overall feedback on this has been great and administrators have appreciated the resources. Also, HR has collaborated with Instructional Services to work on automating several of our processes so we are able quickly to move through onboarding and off-boarding employees.

Lastly, over spring break, the human resources department will be conducting a personnel file audit to ensure that we are up to date on records and are in compliance with the documents that are in the files.

MEMO

DATE: APRIL 14, 2021
TO: BOARD OF EDUCATION
FROM: BARB MATTHEWS
RE: FINANCE & OPERATIONS UPDATE

PowerSchool Update (2,5,9,19)

The Business Office staff has been working on the accounting and human resources software transition from Mi-Suite to PowerSchool eFinance. There have been several meetings in February and March to view the software and discuss the requirements to make this change. Thus far, each component of the software requires us to set up definitions of fields with related codes. Staff has been creating all new general ledger account numbers and employee related demographic files. Crosswalks have been developed for the two systems. We are doing this implementation work for Wood School also.

In April, the actual training on the use of the software will begin. Weekly meetings are scheduled until the go live date of July 1, 2021.

Executive Budget Recommendation for 2021-22 School Aid (2,8,19)

On February 11, 2021 Governor Whitmer presented her 2021-22 budget recommendation to the Legislature. Included in the recommendations were areas that proposed increases in funding to intermediate school districts as follows:

- Section 35g would appropriate \$60 million for out-of-school learning opportunities to address learning loss and student well-being. Provides funding to each ISD in proportion to the number of economically disadvantaged students enrolled. Requires funding to go toward eligible, in-person summer programs. This would amount to \$692,999 in funding to the VBISD.
- Appropriate an additional \$46.5 million for increased special education funding. This would amount to an additional \$8,837 in funding.
- Increase Section 81 Intermediate School District General Operations by 2% for an increase of \$29,406.
- Increase GSRP allocations to \$8,275 per pupil for full-day programs.

MEMO

DATE: 04/14/2021
TO: BOARD OF EDUCATION
FROM: TOM RICHARDSON, BUSINESS DEVELOPMENT AND PARTNERSHIPS
RE: APRIL, 2021 - BOARD REPORT

Project LEAN Continues to Reach Thousands with SNAP-Ed Educational Programming During COVID19 (1,2,4,10,18)

The Project LEAN team reached more than 4,200 students and conducted more than 650 SNAP-Ed nutrition education classes during the month of March. The team is looking forward to continuing our work in outdoor classrooms and gardens as the weather continues to improve.

Please see images, quick facts, and feedback highlighting Project LEAN programming below.

Project LEAN Quick Stats:

SNAP-Ed Classes Taught: 650 SNAP-Ed Classes Taught

SNAP-Ed Participants Engaged: 4,292 Participants

SNAP-ED Programming Sites: 43 Sites

Head Start Sites: 7 Sites

Community Meetings: 2 Meetings

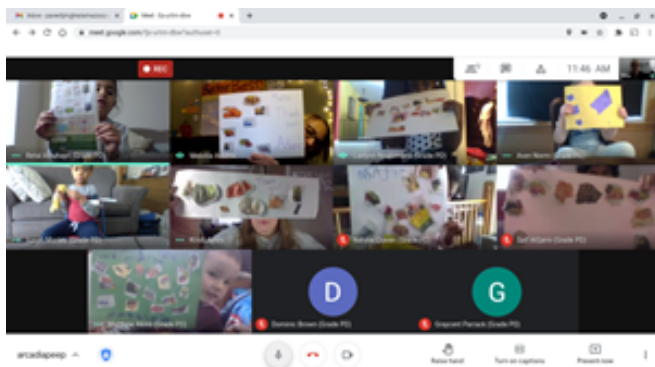
School Based/Parent Meetings: 9 meetings

Project LEAN's Programming "Quotes" and "Testimonials" of the Month

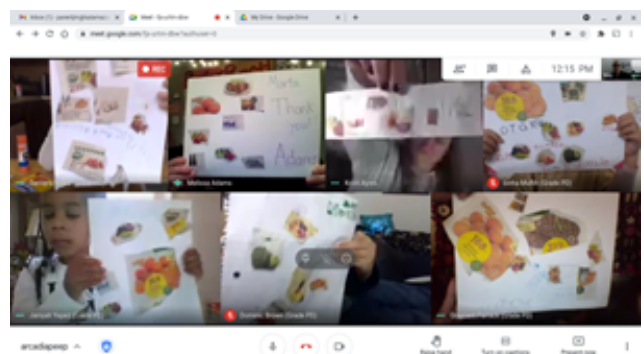
"Thank you so much for bringing Project LEAN to our students at Prairie Ridge. The kids loved your lessons and activities and they learned a lot! You did a great job managing all of them virtually as well! Kudos!" - 3rd Grade Teacher

"Thank you so much for doing the healthy foods initiative for our classroom. My students really loved the lessons you provided. I did also!" - 1st Grade Teach

"Here is a BIG THANK YOU from Arcadia PEEP. We appreciate your hard work in helping us to know about keeping our bodies healthy." – GSRP Email



50

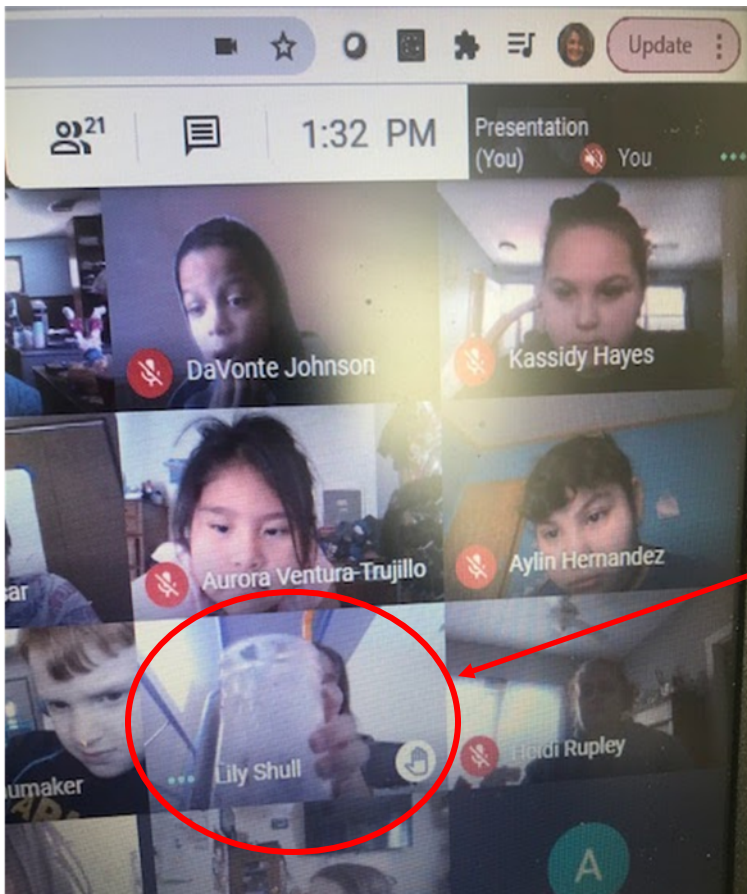


“Hey Ms. M! The kids miss you! One of my students asks me to put Ms. M on like you're a YouTube video XD. We'd be happy to have you pop in on the screen sometime any Tuesday, Wednesday, or Thursday”. - GSRP Director

“Thank you so much for today's lesson! They have been cooped up all week because of the temperature and we are working hard to get that extra energy out through other indoor methods. It is still coming out, though, during lessons as you saw. I am just thankful they did as well as they did with you because that was definitely a touch-and-go time! Have a wonderful weekend! We will see you next Friday!” - Kindergarten Teacher

“My teachers have all reported what a great experience this was for students...Students that have typically struggled to engage in virtual lessons were not only engaged, but staff observed they were seeing a "different side" to the student! They enjoyed it so much they are asking if "Round 2" is a possibility.” – School Principal

“I love Project LEAN; I can't wait to do it next year!” - 4th Grade Student



During our Project LEAN blueberry smoothie demonstrations class, one of our Project LEAN moms jumped on screen to show the students she even drinks berry smoothies to stay healthy.

“Hi Mrs. G, I am so excited for Project LEAN to be back. The kids just love it. – Head Start Teacher

“Thank you so much for the Project LEAN lesson. It was a lot of fun!” – 1st Year Teacher

2nd Grade students were asked who has been using their snack containers. All students raised their hands and gave great snack ideas that they have been using such as carrots and ranch, apples and peanut butter.

“Thank you for your perseverance with the methods of instruction and ability to make the LEAN program a fun learning experience for my students! They can name the food groups and provide examples of each (as well as let me know when I name something that is not in the group I use). We have talked about healthy choices for eating and exercising. Following our final lesson today, I allowed a few wiggle moments with Go Noodle: they chose "Disco Brain" for smart choices and "Guacamole" for healthy food! Now that is learning in a fun, positive way! - 2nd Grade Teacher

“My students were all very excited to talk about the Health Class this morning and share their favorite things.” - 1st Grade Teacher



Project LEAN’s Policy, Systems and Environmental (PSE) change work continues to have impact in our region.

Dollar General in Hartford: new produce section with a MyPlate poster that corporate approved.

Hundreds of stores are scheduled for remodeling to include a new produce section. Currently Bangor and Hartford have it.

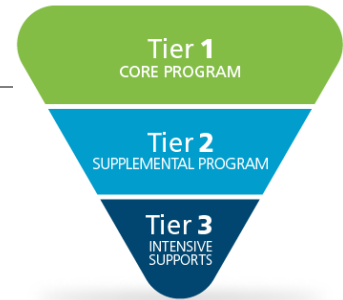
CATCH Looks to Partner with Project LEAN (1,2,4,8,10,20)

On March 18, I received a call from Mr. Duncan Van Dusen, the Founder and CEO of the CATCH Global Foundation. The CATCH (Coordinated Approach to Child Health) program serves more than 3 million children with their coordinated school health initiatives⁵² Duncan, the author of the book “*WHEN ARE WE*

GOING TO TEACH HEALTH?, was interested in exploring ways we might collaborate to expand CATCH Programming in the State of Michigan. After discussing all of the wonderful things are local school districts were doing around coordinated school health, Duncan offered to send his videographer up from Texas to capture our story. If COVID cooperates, we will be looking to do a feature story on Mr. Chris Rice and the wonderful students and staff at Lawton Community Schools next month. Stay tuned!

MEMO

DATE: APRIL 14, 2021
TO: BOARD OF EDUCATION
FROM: CHERYL-MARIE A. MANSON
RE: INSTRUCTIONAL SERVICES UPDATE



Mix & Mingle 2021 (*Leadership, Professional Standards & Ethics, Decision Maker, Planner & Organizer, Faculty and Staff Personnel, and Student Achievement*)

This spring is bringing about a great deal of planning for our upcoming school year. In addition to professional learning and coaching plans, the Mix and Mingle is at the forefront of this work. Mix & Mingle 2021 will be our largest event to date with over 2,000 attendees anticipated and is predicated on our collaboration with Allegan AESA, Berrien RESA, Kalamazoo RESA, St. Joseph County ISD, and the potential of others on the horizon. [The Save the Date flyer can be found here.](#)

Early Literacy (Leadership, Communication Skills, Planner & Organizer, Student Achievement)

Our focus on working with administrators on understanding the importance of coaching and the role they play in its success continues this month.

There is strong evidence from research that coaches:

- think administrative support is powerful,
- desire administrative support, and
- often don't feel supported by administrators.

Conversations around ways that administrators are currently supporting coaching and how they might expand their support for coaching will continue.

Individual and Small Group Coaching is still at the forefront of our work, along with Large Group Learning. The "WHY" of our Early Literacy work with teachers is summed up in this quote from Nell Duke: "Just as we would not want ER physicians to rest on the knowledge

they developed in training without updating it as medical research yields new insights, so, too, do we want teachers to continue to refresh their practice as educational research advances," (Brown & L'Allier, 2020).

Michigan Integrated Continuous Improvement Plan (MICIP) *(Leadership, Policy Implementer, Communication Skills, Planner & Organizer, Student Achievement)*

This past month, the VBISD District Improvement Team had an opportunity to discuss data and begin to identify common trends among the data. We will continue this process as we begin to narrow our focus to create one districtwide goal.

Our local schools continue to make progress on district improvement plans.. Most have had a chance to discuss an area of inquiry, examine data, begin initiative inventories, and start discussions around goal areas. We continue to support them through this process.

Mental Health Supports *(Leadership, Professional Standards & Ethics, Communication Skills, Resourcefulness, Creativity and Innovativeness, Student Achievement)*

This past month has brought about many new student referrals for our Mental Health Clinicians. As a department, we continue to create processes and procedures that align with grant requirements, while meeting the needs of our local buildings.

Van Buren ISD passed our 31n Grant State Monitoring with great feedback. In addition, we recently had the chance to present our model to the 31n State Advisory Committee, followed up with an interview to discuss how we are integrating services into buildings while also impacting our Tiered Systems of Support.

From a systems perspective, we have been meeting with local districts and programs to discuss the upcoming implementation of TRAILS Social Emotional Learning Curriculum, which will be funded by Project Aware for all of our local K-12 educators. Coaching and implementation support for our locals will also be provided.

We are pleased that Mental Health continues to be a priority for our educators and

legislators. The recent passing of House Bill 4048 includes an increase in 31n6 funding to provide direct Mental Health services to students.

Resources

[Upcoming Trainings](#)

[March 2021 Newsletter](#)

[MTSS Bite Size Video Playlist](#)

[GTD with Google Playlist](#)

MEMO

DATE: APRIL 14, 2021
TO: BOARD UPDATES
FROM: TONDA BOOTHBY
RE: ESSA/ESL/TITLE III/MIGRANT EDUCATION

Connecting with Colleagues International *(Leadership, Plan, Community Relations)*

Jodi Michaels of Colleagues International, Kalamazoo, asked me to be part of an event that her group was doing with representatives from various international schools. Colleagues International is celebrating its 50th anniversary this year, and I have been fortunate to meet with many international educators who want to learn about our rural schools. Jodi asked if I could provide a group from the VBISD as part of an online event on March 12 lastly about 90 minutes. This event was a virtual connection with international educators focusing on Education in the Digital Age. Essential to the mission of this event was looking at how districts in rural America are using technology to educate students and to meet their needs. The international educators were from the African Union, Argentina, Armenia, Bahrain, Brazil, Chile, Croatia, Czech Republic, Egypt, The Gambia, Israel, Jordan, the Republic of Kosovo, Kuwait, Lebanon, Malta, Mexico, Nigeria, Poland, the Republic of North Macedonia, Saudi Arabia, Slovakia, Tunisia, and Turkey. Some of the participants connected with a school in San Diego, California, and the rest were with our representatives.

Robert Smith and Cindy Philips put together a presentation on the numerous ways the Tech instructors use technology to enhance student learning. The video clip of Tech students and programs really conveyed how students use technology to prepare for future careers. Heidi Olivares from Instructional Services presented on how students are receiving mental health services via online meetings or in person. Many countries receive refugees who experience trauma before and/or after leaving their homelands. Just living through the pandemic has caused anxiety in many, many students and adults, so the services that Heidi presented were of great interest to the audience. Gayle Evans, Assistive Technology Consultant at VBISD and Allegan AESA, shared computer applications and enhancements that could help bridge language and communication challenges. Because of the growing reports on migrants trying to move to the United States and many of the countries represented in the Colleagues International group, I presented on how the term migrants is used in different situations and about the migrants involved in farming in Michigan. All presentations were well received and the participants were also given access to those presentations. The participants had many questions, especially about where to get the “apps” and how students were able to receive mental health services.

Region 13 Science Olympiad *(Leadership, Plan/Organize, Supervise, Fiscal Management, Community Relations)*

We held the Region 13 Science Olympiad tournament on March 2-4 from 4 until 6. Our tournament was the only one in Michigan that was held over multiple days. That was an

advantage for teams who struggled finding fifteen students who were available to compete during that time frame. All events were online. The few “build” events that students put together had to be shown or demonstrated online. The helicopter event which normally attracts many teams and spectators did not have any participants this year.

On our first day, numerous students experienced glitches in the online testing. Many students were not able to maintain internet connectivity and had to login many, many times. In many cases, students answered questions as rapidly as possible since they only had 60 minutes to complete their tests, only to find out that their answers were not being saved. This resulted in our adding more time for individual teams to work on their tests and, in some instances, they had to complete the whole test a second time. After the first day, I met with the other directors and worked out a process which I shared with all of the coaches to ensure that student answers were not lost and that, even if the technology was not working as planned, event supervisors could obtain student responses. That greatly improved our Science Olympiad experience for everyone, and most problems disappeared.

The results for our tournament are listed below. The scores are based on the points earned in each event. Although we conducted all of the events with teams from Berrien County schools, the scores for the teams in the two regions were calculated separately.

| | <u>Division B – Middle School</u> | <u>Division C – High School</u> |
|---------|--|--|
| First | Edwardsburg MS – 26 points | Mattawan HS – 42 points |
| Second | White Pigeon MS – 32 points | Edwardsburg HS – 49 points |
| Third | Constantine MS – 87 points | White Pigeon HS – 77 points |
| Fourth | Mendon MS – 89 points | Paw Paw HS – 77 points |
| Fifth | Hartford MS – 90 points | Hartford HS – 80 points |
| Sixth | | South Haven HS – 104 points |
| Seventh | | Constantine HS – 111 points |

Planning for the Summer Migrant Program

(Leadership, Plan/Organize, Supervise, Fiscal Management, Community Relations)

Our Migrant Education Program is preparing for the Summer Migrant Program in many ways. Some of them involve changing how systems work and collecting data for completing a comprehensive needs assessment. Working with partners in various areas is ongoing as always. Due to renovation activities and summer school commitments, we plan to hold classes at other sites. I am currently planning with Dr. Creagan at Decatur Public Schools to have most of our classes there. More information on that will be available next month.

Because most area schools are planning summer programs, the need for teachers for those programs has increased dramatically and so has proposed hourly rates for teachers and staff. Although we have staff who enjoy working in our program, we need a competitive salary schedule so that we can maintain experienced staff. The Michigan Migrant Education Director and the Migrant Education Consultant are allowing migrant programs to make a one-year exception so that Michigan migrant programs do not lose staff due to lack of competitive wages this year. I will be submitting a one-year schedule for Board review.

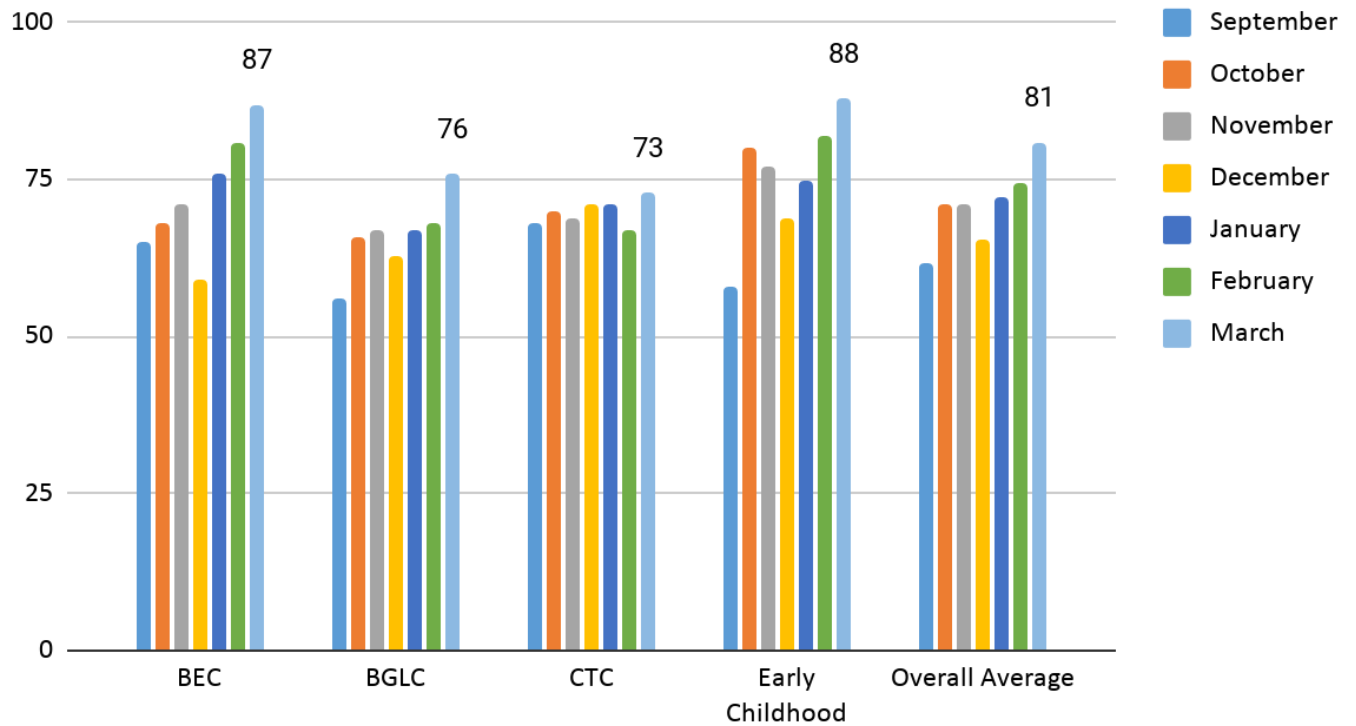
MEMO

DATE: APRIL 14, 2021
TO: BOARD OF EDUCATION
FROM: KATY HOLVERSTOTT
RE: SPECIAL EDUCATION UPDATE

Program Participation *Leadership, Decision Maker, Planner & Organizer, Supervisor, Crisis Manager, Faculty & Staff Personnel, School Plant & Facilities, Student Achievement*

March data show in-person participation increases across all of our VBISD Special Education Programs. Two of our programs are nearing 90%, and 81% of VBISD families are electing the hybrid schedule of 4 days in-person instruction. Below is a graph with more detail.

Percent of In-Person Participation Per VBISD Program



Summer Programming Leadership, Level of Professional Awareness, Professional Standards & Ethics, Decision Maker, Planner & Organizer, Faculty & Staff Personnel, School Plant & Facilities, Community Relations, Fiscal Management, Student Achievement

Given the many instructional interruptions due to COVID, in-person summer programming is being offered for all VBISD students. Transportation will be provided to all students, as needed, and meals will be provided to full day programs. Below is a summary of the tentative offerings per program:

- Bert Goens Learning Center
 - SXI Program: 24 days with extended hours
 - Resource Program: 16 days with extended hours
 - MoCI Program: 8 days

- Behavioral Education Center:
 - Elementary: 5 days and a Family Night
 - Middle School: 5 days and a Family Night
 - High School: 5 days and a Family Night

- Community-based Transition Center
 - Available to all classrooms: 12 days


- Early Childhood Preschool Program:
 - East Hub: 8 half days
 - Central Hub: 8 half days
 - West Hub: 8 half days

The summer programs are considered optional learning opportunities with the exception of the SXI and Resource Programs for which extended programming is a part of their regular school calendar.

The programming will be in-person and homebound services will be provided to those who qualify. As always, the VBISD continues to be committed to following all health and safety protocols.

Bert Goens Learning Center Building Update Leadership, Communication Skills, Decision Maker, Planner & Organizer, Fiscal Management

Regular and more frequent planning meetings are happening to define the details of the renovations at the Bert Goens Learning Center. On March 16, 2021, a staff meeting was held to share preliminary plans and to request feedback. Following are slides that include the information and images shared.



Bert Goens Learning Center Renovation Project

March Update



Where we've been and where we're headed:

- | | |
|------------------------------|--------------------------------|
| 1. New HVAC | 1. New flooring |
| 2. New paint | 2. New entrance |
| 3. New ceilings | 3. New behavior wing rebuild |
| 4. New pool pump | 4. New canopy for bus drop off |
| 5. New lights (in progress) | |
| 6. New windows (in progress) | |



New Flooring

Carpet squares for
the hallways



Secure Entrance

“Grand” entrance

Secure entry directly into the office

Visitor parking

New office and meeting spaces, links to Nurse’s office



4 MAIN ENTRY VESTIBULE EXTERIOR



Behavior Wing Rebuild

3 classrooms, plus a 4th room with home living equipment

Additional bathrooms

Additional break/time-out spaces





3 CLASSROOM ADDITION EXTERIOR



2 CLASSROOM 3D

MEMO

DATE: APRIL 14, 2021
TO: BOARD OF EDUCATION
FROM: ROBERT SMITH, DIRECTOR
RE: CAREER & TECHNICAL EDUCATION BOARD UPDATE

2020-21 VAN BUREN TECH CLUSTER SCHOLARSHIPS (1,4,18,20)



Van Buren Tech offers multiple opportunities for students to earn scholarships. Each year, VB Tech awards scholarships to one student in each of our four career clusters (i.e., Information Technology, Physical Technology, Health Sciences, and Human Services). Students earning scholarships are awarded \$1000 to the college or university of their choice. Interested students must complete an application and an interview with members of the scholarship committee.

The Van Buren Tech Scholarship Committee is excited to announce that the winners of the 2020-21 Cluster Scholarships are as follows:

| Cluster | Student | Program | Home School |
|----------------|-----------------|------------------------------------|--------------------|
| Info Tech | Allison Mroczek | Commercial Design | Decatur |
| Health | Jasmin Gomez | Allied Health | Bangor |
| Human Services | Janelle Wheeler | Cadet Teacher | Mattawan |
| Phys Tech | Gabriel Brown | Engineering & Architectural Design | Paw Paw |

Generous support for these scholarships was provided by the *West Michigan Education Research and Development Foundation*. Without their support, these scholarships would not be possible. Thank you to the Foundation, to all of the scholarship applicants, and a big congratulations to our four deserving recipients!

VIRTUAL 10TH GRADE VISITS (1,4,5,18)



Each year, Van Buren Tech opens its doors to all of the 10th-grade students from our 15 partnering school districts in Van Buren, Berrien, and Cass counties. While at Tech, participating students are able to visit a selected cluster of VB Tech programs and learn about enrollment options as they begin planning their course schedule for their Junior year.. Van Buren Tech Career Counselors prep students by completing presentations, at each of the local districts, that educate students on what services Van Buren Tech provides, what programs are available, and what programs align with the student's career goals and interests. Because of COVID 19, in-person visits were not an option this year, forcing our staff to get creative in assuring that all 10th-grade students are aware of their options at Van Buren Tech and have the information they need to make informed decisions about specific programs. In deciding to make our visits virtual this year, all CTE teachers created brief, 3-5 minute videos introducing themselves and providing information about the main components of their program. With assistance from our instructional technology and instructional services staff, the program videos were outstanding! As VB Tech counselors met with students virtually, students were shown a short video providing an overview of Van Buren Tech and the services provided. After that students were able to view up to 3 program videos of their choice. The event was a huge success and has us already thinking of ways to incorporate a virtual component into 10th-grade visits moving forward.

LEGISLATIVE VISIT (1,4,16,18)

On Monday, March 22nd, Representative Beth Griffin and Senator Aric Nesbitt visited Van Buren Tech to discuss education-related issues and to tour the new Main Street Hallway and Health Department facility. Representative Griffin is the new chair of the Workforce, Trades, and Talent Committee. A follow-up meeting has been scheduled with her to discuss her vision/goals for that committee and the role of CTE as an integral part of those initiatives.

CATAPULT EMS SAFETY TRAINING (1,13,14,15)

Beginning at the start of the 2021-22 school year, Van Buren Tech will be modifying its emergency management system protocol to incorporate a new, robust emergency communication system. Over the past several months, the VB Tech Safety Committee has been researching various products to help streamline this process. **Catapult EMS** is a revolutionary way for Van Buren Tech to manage a wide array of incident and emergency scenarios and will serve as our primary communication tool in emergency situations and will be used as a reporting system for safety situations or issues. Whether using a desktop, laptop, or a cell phone, the cloud-based system provides:

- Real-time Student- Accounting
- Incident Reporting and Escalation
- SIS (Student Information System) and Active Directory Integrated
- GPS and Room location reporting
- Alerts District, Police, and Fire
- Digital Emergency Procedure Manuals
- Emergency Checklists

Members of the administrative team and safety committee have already been trained, and staff will begin that training process on April 28th. A video detailing the product is included below.

CTE SUMMER PROGRAMMING (1,4,18,20)

The Van Buren Tech administrative team has reached out to the CTE teaching staff to inquire about the need/interest in offering additional training in the summer month to provide an opportunity for students to gain the knowledge and skills needed to obtain a certification/license, that they otherwise would not have been able to obtain. The target date for the beginning of that training is Monday, June 21st. Programs and rosters will ultimately depend on how much of the content is covered from now until the end of the school year, as well as student interest.

CAREER CAMP (1,4,18,20)

After a COVID-19 hiatus in 2020, the annual Career Camp at Van Buren Tech is back on the schedule for 2021, running the week of June 14-18. The following 9 camps will be offered to students currently in grades 6-8. Registration priority is given to Van Buren County students and then extended to our out-of-county partners if remaining spots are available. The cost for the camp is \$15 and is refunded with perfect attendance for the week.

- Agriculture Animal Adventures
- Creation Station
- CSI: Crime Scene Investigation
- Cybertech Robo-Netics
- #MyBusiness
- Need for Speed
- Rescue Camp
- Salon Extravaganza
- Taste the Future

Due to COVID-19 restrictions, camps will be adjusted in size; maximum camp rosters will be adjusted from 20 students to 12. In addition, the traditional field trip day that takes place on Wednesday of the camp week, as well as the Career Camp Open House, will be replaced with a “Student Showcase” on Friday of camp week. Students will be able to sign up for a time slot to bring their parents/family in to show/demonstrate what they have learned/created throughout the week.

DECATUR PARTNERSHIP (1,4,18,20)



Each year, students from the Van Buren Tech Onsite Construction program build a “half” of a 1040 square foot, 3 bedroom, 1 bath home. In years past, we have partnered with Habitat for Humanity and placed those homes throughout Van Buren and Kalamazoo counties. With Habitat for Humanity no longer in the market for home construction, a few years ago we began exploring partnership opportunities with communities around Van Buren County. As a result of this new focus, we entered into a partnership with the Village of Lawton for the most recent house built and were recently approached by the Village of Decatur about a partnership for the current home being built, scheduled to be completed at the end of the 2021-22 school year. On Monday, March 1st, I attended a Decatur Village Council meeting to present the partnership concept and it was very well received. Since that time, we have received confirmation of interest and have agreed on a tentative partnership contract. As part of that contract, the Village of Decatur will be responsible for donating a buildable lot and Van Buren ISD will be responsible for the remainder of the build/transport/sale process. Overall, the ultimate goal is continue to expand partnerships throughout Van Buren County, aiming to eventually have a VB Tech student-built home in each community.

DEMO BURN OF LITTLE DYNAMIC ENTRY BUILDING (DEB) (1,4,18,20)



For several years, students and staff associated with our protective services CTE programs (EMT, Fire Science Academy, Law Enforcement), have regularly utilized the homes purchased by the VBISD on Blackmon Street as “scenario” houses. Specifically, the homes have been used to simulate real-world situations that students would encounter if working as an EMT, firefighter, or law enforcement officer. As a result of the age and the “wear and tear” on the houses, the smaller unit is no longer structurally safe for training. As a result, Jeromy Robertson, Fire Science Academy instructor, has coordinated the burning/demolishing of the “Little DEB” structure with Chief Mike Anchor for Saturday, May 15th. The original intent was to incorporate the burning/demolition into the Protective Service Cluster’s annual Mock Disaster training event, that has been canceled for 2021 due to COVID -19. Plans have already been

developed and shared with you regarding the use of that space for training activities going forward.

CALENDAR EVENTS

| | |
|-------------|--|
| April 1 | AM Students / PM Teacher Comp Day |
| April 2 | No School - Good Friday |
| April 5 - 9 | Spring Break Recess |
| April 13 | AM Staff Professional Development / PM Students |
| April 13 | Virtual Staff Meeting |
| April 14 | AM Students Virtual / PM Staff Professional Development |
| April 14 | Virtual School Board Meeting |
| April 15 | Principals Meeting |
| April 20 | Advisory Appreciation (tentative pending COVID restrictions) |
| April 21 | OCTE Spring Update |
| April 21 | Regional Counselors Meeting |

MEMO

DATE: APRIL 14, 2021
TO: BOARD OF EDUCATION
FROM: DAMIAN KOOB
RE: TECHNOLOGY SERVICES BOARD REPORT

PowerSchool Services Update (Leadership , Communication Skills, Professional Preparation, Planner and Organizer)

On March 15th, 16th, and 17th, Lisa Thorne and Kim DeBoom (our PowerSchool gurus) held a PowerScheduler Training for six of districts we host and support (Bangor, Bloomingdale, Gobles, Decatur, Galesburg and Martin). There were 23 participants that attended this training event. District staff learned/reviewed building schedules, adding student requests and then loading students to create a schedule. Two of the districts (Martin and Gobles) are joining the VBISD for PowerSchool support and currently in the onboarding phase for the 2021-2022 school year. For the past several months we have been working to bring over their data and setting them up for next year.

Our monthly PowerSchool User Group (PSUG) was held this on March 24th, with 25 attendees from multiple districts/counties we support. At these meetings, we go over state reporting updates, upcoming training and any topic that the districts would like to discuss. We currently record these for staff that were not able to attend. Our PSUG listserv is becoming more active with questions and answers from around several counties dealing with the same issues. Lisa Thorne has also been busy creating PowerSchool Pop-In help videos for our districts to access. We thank the Board for your continued support.

Michigan Education Technology Leaders (METL) (Leadership, Professional Standards and Ethics, Communication Skills, Planner and Organizer, Professional Preparation)

The Michigan Education Technology Leaders (METL) are essentially the State's ISD/RESA/ESA Technology Directors/Leaders. We meet once a month to gather information from the various state organizations regarding education and technology to disseminate back to our local districts. We also have various committees and taskforces that look into specific issues within the State's educational processes. Here are a few of the discussion items that we talked about as a group at our March 25, 2021 meeting:

- MiSecure Application – The MiSecure app was developed by the State of Michigan to help protect folks from cybersecurity threats that may occur on their personal devices. Here is a quick rundown of the application:⁷⁶

- Michigan Secure alerts you to unsecure Wi-Fi networks, unsafe apps in Android, system tampering, and more.
- It helps protect your mobile device or Chromebook without requiring any personal private information.
- Michigan Secure costs \$0 to download, \$0 to use, no in-app purchases, and no ads.
- It gives you the options and allows you to determine the best action to help protect yourself.
- Michigan Secure alerts Android users if a downloaded app may be unsafe.
- Statewide Ed Tech Clearing House
 - Centralized, searchable product library for ed tech tools that comply with federal, state, and local privacy regulations
 - Clearinghouse intended to be a starting point for minimum standards
 - [Connecticut Use Case](#)
 - “allows districts to search for edtech products developed by companies that have pledged compliance with the state privacy law”

Beyond the topics above, there was a great discussion regarding insurance carriers sending out cybersecurity surveys to Districts and looking to revamp how Districts must protect their networks and data. This will be a hot topic for public entities moving forward and will be looking at ways to protect our assets.

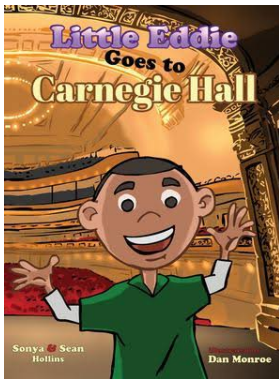
MEMO

DATE: APRIL 14, 2021
TO: BOARD OF EDUCATION
FROM: LISE BLACK, EARLY CARE & EDUCATION

Great Start Readiness Program (GSRP) (preschool for at-risk children) (5, 18)

In March the area GSRP, ECSE, and Head Start classrooms had the privilege of attending a private virtual performance with concert pianist Mr. Edward Callahan from New York City. The event was set up by his friend and VBISD special education employee Laura Thornburg. Mr. Callahan, a Kalamazoo native and a KPS & WMU graduate, was a featured artist at this year's Gilmore KeysFest (<https://www.thegilmore.org/event/edward-callahan-in-concert/>).

Each class received a copy of the book Little Eddie Goes to Carnegie Hall, which shares his story. During the concert he played music, talked with the students, read the storybook, answered questions, and even gave them a window view of New York City from his apartment. The children had thoughtful questions and classes followed up with more musical instruments and playing various types of music for the children. Below are pictures from that event and the children.



Enjoying the concert throughout the county.



One of our Lawton GSRP preschoolers tries a keyboard for the very first time.

Great Start Collaborative (GSC) (1, 2, 18)

The parent focused work of the GSC has been very active in the last several weeks. Our six-session virtual Love & Logic parenting series was attended by 53 adults including some grandparents and 17 fathers. All participants logged on weekly, then had a week to try the strategies that were shared. The series included a workbook, so they would have the information for future reference.

Our GSC Parent Coalition gathered a small group of Van Buren parents to be part of a MDE Office of Great Start sponsored focus group. The topic was childcare affordability and availability from the parent (consumer) perspective. The information gathered is part of the data collection for Michigan's new early childhood strategic plan. We were able to get participants from diverse backgrounds and are thankful for their willingness to participate and ensure that rural counties are represented in the data.

Parent liaison Angela Dickerson is currently presenting a weekly series around the Strengthening Families Protective Factors. The research shows that when families have these factors in their lives, their children have better outcomes. The support for these five factors has to come from a variety of sources throughout the community. Every family's level of "protection" and need for support varies, but the stronger our community is in having available resources, the better the outcomes for children. As the GSC implements their work, we use this framework to ensure that families have knowledge, education, and opportunity to access those sources.



5 PROTECTIVE FACTORS

FOR PREVENTING RISK OF CHILD ABUSE.

SOURCE: Prevent Child Abuse America



Family Links Home Visiting Program (2, 9, 15)

In person home visits have resumed on a partial basis. Supervisor Teresa Klan supports each family educator in triaging their enrolled families for COVID safety in the homes (ex. space, number of individuals, etc.). If it is decided that safety can be met, the educators then discuss with those families which option they want to use. Current options include:

- In-person visits with safety measures
- Outside visits with family educator wearing a mask.
All adults wearing a mask if closer than 6 feet together.
- Virtual visits via phone or video.

As outdoor weather improves, we expect that more families will be choosing that option.



III. ACTION ITEMS

A. Approval of Contract Documents for Bert Goens Learning Center
Renovation and Addition Project **(Roll Call Vote)**

82

Date: April 14, 2021
To: Board of Education
From: Dave Manson, Superintendent
Subject: Approval of resolution to approve architect contract for the Learning Center Renovations / Addition

During the March school board meeting, the contracts associated with Owen Ames Kimball (OAK) construction company were approved. Attached for your review is a similar contract associated with C2AE, the architect working on the project.

Therefore, I recommend that the Board of Education approve the following:

RESOLVED; the Board of Education authorizes the Superintendent, Dave Manson, or his designee to sign the appropriate contract documents for architect C2AE.



AIA[®] Document B132™ – 2019

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

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

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

Van Buren Intermediate School District (VBISD)
490 South Paw Paw Street
Lawrence, Michigan 49064
Telephone Number: 269.674.8091

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

C2AE
648 Monroe Avenue NW Suite 210
Grand Rapids, Michigan 49503
Telephone Number: 616.454.9414

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

VBISD Learning Center Additions and Renovations
705 South Paw Paw Street
Lawrence, Michigan 49064

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

Owen-Ames-Kimball
161 East Michigan Avenue Suite 102
Kalamazoo, Michigan 49007

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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| 2 | ARCHITECT'S RESPONSIBILITIES |
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| 13 | SCOPE OF THE AGREEMENT |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

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

§ 1.1.1 The Owner's program for the Project:

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

At the existing Learning Center, design will consist of a new 4-5 classroom addition, a new addition for a secured vestibule, relocated main office /reception area, new covered bus drop off, and associated site work. The bidding and construction will be managed by a construction manager as advisor.

§ 1.1.2 The Project's physical characteristics:

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

The project will be entirely located on the main campus in Lawrence, Michigan, and will be an addition to the existing learning center.

§ 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.)

\$4.5 million project budget

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

.1 Design phase milestone dates, if any:

Init.

Start design January 2021

.2 Construction commencement date:

Spring 2022

.3 Substantial Completion date or dates:

Spring 2023 (one-year duration)

.4 Other milestone dates:

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

Construction Manager as Advisor

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

N/A

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

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

David D. Manson, Superintendent
490 South Paw Paw Street
Lawrence, Michigan 49064
Telephone Number: 269.674.8091

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

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

.1 Construction Manager:

Init.

(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. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

Owen-Ames-Kimball

.2 Land Surveyor:

By Owner

.3 Geotechnical Engineer:

By Owner

.4 Civil Engineer:

C2AE

.5 Other consultants and Contractors:

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

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

Stevan J. Jurczuk, AIA
648 Monroe Avenue NW Suite 210
Grand Rapids, Michigan 49503
Telephone Number: 616.454.9414

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

C2AE

Init.

.2 Mechanical Engineer:

C2AE

.3 Electrical Engineer:

C2AE

§ 1.1.12.2 Consultants retained under Supplemental Services:

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Init.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. 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 until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

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

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

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and four million dollars (\$ 4,000,000.00) in the aggregate.

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist 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.

§ 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, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies 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. The Architect shall reach an understanding with the Owner and Construction Manager 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.

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

§ 3.2.5.1 The Owner may obtain advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, 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 such 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 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.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 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.

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 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 an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;

(Paragraph deleted)

- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and

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

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the services described in the 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 Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall have no control over, charge of, or have responsibility for, any temporary structures built or used by the Construction Manager or the Contractor during the course of construction. It is understood and agreed that the Architect shall have no power, authority, right or obligation to furnish or erect or cause to be furnished or erected any scaffolding, hoists, stays, ladders, slings, hangers, blocks, pulleys, braces, irons, ropes or other related devices or equipment. To the extent the Architect makes any observations of the site as required under the terms of this Agreement, such observations shall not include observations of any scaffolding, hoists, stays, ladder, slings, hangers, blocks, pulleys, braces, irons, ropes, temporary structures or other related devices or equipment. 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 acts or omissions of the Contractors or of any other persons or entities performing portions of the Work. Nothing in this Section 3.6.1.2 shall be construed to limit the Architect's responsibilities to supervise construction in MCL 339.2011 or Public Act 306 of 1937, both as may be amended from time to time.

Init.

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

§ 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 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 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 the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the

Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 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 suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with 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 Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor’s Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

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

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

§ 3.6.6.5 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 and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

| Supplemental Services | Responsibility <i>(Architect, Owner or Not Provided)</i> |
|--|---|
| § 4.1.1.1 Assistance with selection of Construction Manager | Not Provided |

| | | |
|------------|--|------------------------|
| § 4.1.1.2 | Programming | Architect, see 4.1.2.1 |
| § 4.1.1.3 | Multiple preliminary designs | Not Provided |
| § 4.1.1.4 | Measured drawings | Not Provided |
| § 4.1.1.5 | Existing facilities surveys | Not Provided |
| § 4.1.1.6 | Site evaluation and planning | Not Provided |
| § 4.1.1.7 | Building Information Model management responsibilities | Not Provided |
| § 4.1.1.8 | Development of Building Information Models for post construction use | Not Provided |
| § 4.1.1.9 | Civil engineering | Architect, see 4.1.2.1 |
| § 4.1.1.10 | Landscape design | Architect, see 4.1.2.1 |
| § 4.1.1.11 | Architectural interior design | Architect, see 4.1.2.1 |
| § 4.1.1.12 | Value analysis | Architect, see 4.1.2.1 |
| § 4.1.1.13 | Cost estimating | Not Provided |
| § 4.1.1.14 | On-site project representation | Not Provided |
| § 4.1.1.15 | Conformed documents for construction | Not Provided |
| § 4.1.1.16 | As-designed record drawings | Architect, see 4.1.2.1 |
| § 4.1.1.17 | As-constructed record drawings | Not Provided |
| § 4.1.1.18 | Post-occupancy evaluation | Not Provided |
| § 4.1.1.19 | Facility support services | Not Provided |
| § 4.1.1.20 | Tenant-related services | Not Provided |
| § 4.1.1.21 | Architect's coordination of the Owner's consultants | Architect, see 4.1.2.1 |
| § 4.1.1.22 | Telecommunications/data design | Architect, see 4.1.2.1 |
| § 4.1.1.23 | Security evaluation and planning | Not Provided |
| § 4.1.1.24 | Commissioning | Not Provided |
| § 4.1.1.25 | Sustainable Project Services pursuant to Section 4.1.3 | Not Provided |
| § 4.1.1.26 | Historic preservation | Not Provided |
| § 4.1.1.27 | Furniture, furnishings, and equipment design | Owner |
| § 4.1.1.28 | Other services provided by specialty Consultants | Not Provided |
| § 4.1.1.29 | Other Supplemental Services | |
| | | |

§ 4.1.2 Description of Supplemental Services

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

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

4.1.1.2. The Architect will meet with the owner's input group to seek program information and requirements for the proposed spaces and document those requirements

4.1.1.9. The Architect provide normal and customary civil design services for onsite design work as it relates to the building additions and revised bus drop off and walk track including grading design, storm water design, and site layout.

4.1.1.10. The Architect will provide normal and customary landscape design services for the building additions and bus drop off including plant and ground covering selection and site amenities selection.

4.1.1.11. The Architect will provide normal and customary interior design services for the building additions and renovations including space layout along with material and color selection and specification.

4.1.1.12. The Architect will assist the Owner to develop and review potential options to reduce project cost as one method to achieve the project budget.

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4.1.1.16. The Architect will prepare upon completion of the project as designed record documents that include all addenda and bulletins issued for the project.

4.1.1.21. The Architect will assist the Owner with the coordination of their survey and geotechnical consultants by providing them a scope of work for their use in preparing a proposal for the Owner.

4.1.1.22. The Architect will provide design services for access control for the new secure vestibule and data ports within the classroom and office that tie into the buildings existing data network.

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

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

The Owner will select, furnish and install the furniture, fixtures, and equipment for the new and renovated spaces.

(Paragraph deleted)

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon

receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

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

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

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

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

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

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

selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

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

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

(Paragraph deleted)

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

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

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

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

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the 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 during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph deleted)

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

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

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, 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 when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 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 A232-2019, 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 obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

(Paragraphs deleted)

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

(Paragraphs deleted)

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

§ 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, and including any payments due to the Architect by the Owner prior to the assignment.

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

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

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

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

the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)\$320,000.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Time and materials or negotiated Lump Sum.

§ 11.4 Compensation for Supplemental and 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 plus ten percent (10.0 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

| | | | | |
|------------------------------|---------|-----------|----|----|
| Schematic Design Phase | Fifteen | percent (| 15 | %) |
| Design Development Phase | Thirty | percent (| 30 | %) |
| Construction Documents Phase | Thirty | percent (| 30 | %) |

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| | | | | |
|-----------------------------------|-------------|-----------|-----|----|
| Bidding Phase | Five | percent (| 5 | %) |
| Construction Administration Phase | Twenty | percent (| 20 | %) |
| <hr/> | | | | |
| 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 identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

| Employee or Category | Rate (\$0.00) |
|--|---------------|
| A8 Engineer/Architect/Landscape Architect | \$176 - \$305 |
| A7 Engineer/Architect/Landscape Architect | \$153 - \$228 |
| A6 Engineer/Architect/Landscape Architect | \$134 - 208 |
| A5 Engineer/Architect/Landscape Architect | \$122 - \$187 |
| A4 Engineer/Architect/Landscape Architect | \$112 - \$165 |
| A3 Engineer/Architect/Landscape Architect | \$102 - \$149 |
| A2 Engineer/Architect/Landscape Architect | \$80 - \$128 |
| A1 Engineer/Architect/Landscape Architect | \$70 - \$107 |
| (T)A-4 Architectural/Engineering Design | \$102 - \$149 |
| (T)A-3 Architectural/Engineering Design | \$91 - \$128 |
| (T)A-2 Architectural/Engineering Design | \$75 - \$107 |
| (T)A-1 Architectural/Engineering Design | \$59 - \$85 |
| B3 Resident Project Representative/Survey Technician | \$91 - \$134 |
| B2 Resident Project Representative/Survey Technician | \$64 - \$107 |
| B1 Resident Project Representative/Survey Technician | \$43 - \$91 |
| C3 Administrative | \$59 - \$85 |
| C2 Administrative | \$48 - \$64 |
| C1 Administrative | \$33 - \$54 |

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- (Paragraph deleted)
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's

(Paragraphs deleted)

- consultants;12 Other similar Project-related expenditures.

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

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

(Paragraph deleted)

§ 11.10.2 Progress Payments

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

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

18 % per annum

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

(Paragraphs deleted)

- .4 Other documents:

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

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

OWNER *(Signature)*

David D. Manson, Superintendent
(Printed name and title)



ARCHITECT *(Signature)*

Stevan J. Jurczuk, AIA, Project Manager
(Printed name, title, and license number, if applicable)

Init.

B. Approval of Oversight/Evaluation of Director of Instructional Services
(Roll Call Vote)

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CONTRACT ADDENDUM
Modification to paragraphs 1 & 8 Administrator Contract
Cheryl-Marie Manson

1. Beginning March 1, 2021, Dave Manson, will serve as the Superintendent for the Van Buren ISD. Dave Manson is married to Cheryl-Marie Manson (“Administrator”), who currently serves as the ISD’s Director of Instructional Services.
2. Van Buren ISD Board Policy 3120 (*Employment of Professional Staff*), in part, states:
“Relatives of staff members may be employed by the Board, provided the staff member being employed is not placed in a position in which s/he would be supervised directly by the relative staff member.”
3. Jeffrey Mills, who has served as the ISD’s Superintendent through March 1, 2021, will continue his employment relationship with the ISD through May 31, 2021.
4. To comply with Board Policy 3120, Jeffrey Mills will complete the Administrator’s year-end performance evaluation for 2020-2021 and will be the supervisor and direct report for the Administrator through May 31, 2021. Thereafter, the Board’s Administrative Committee led by John Weiss will serve as the Administrator’s direct report and will conduct the Administrator’s annual performance evaluation.
5. Paragraphs 1 & 8 of the Administrator’s Contract are modified as follows, effective June 1, 2021:

Paragraph 1: “Administrator shall perform the duties of Director of Instructional Services as prescribed by the Board and under the supervision and direction of the **Board’s Administrative Committee led by John Weiss**. Administrator acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment within the District at the discretion of the Board.

Paragraph 8: “Administrator’s performance shall be evaluated by Jeffrey Mills for the 2020-2021 school year and thereafter by the **Board’s Administrative Committee led by John Weiss** not less than annually.”

6. Consistent with paragraph 1 of the Administrator’s Contract and as reflected in the minutes of the Board of Education’s meeting on April 14, 2021, the Board President and Board Secretary are authorized to sign this Addendum to the Administrator’s Contract which shall be in effect for as long as Dave Manson serves as the ISD’s Superintendent, or unless otherwise modified by the parties.
7. This signed Addendum shall be attached to the Administrator’s Contract.

Administrator

_____, 2021
Cheryl-Marie Manson

Van Buren ISD Board President

_____, 2021
Frances Sage

Van Buren ISD Board Secretary

_____, 2021
John Weiss

MEMO

DATE: APRIL 14, 2021
TO: BOARD OF EDUCATION
FROM: DAVE MANSON, SUPERINTENDENT
RE: APPROVAL OF EMPLOYMENT OF STAFF

BACKGROUND:

Due to resignations of staff and new positions, several jobs opened up. Following is a list of new staff, their position, salary and start date. Copies of resumes and Interview Candidate Selection Forms are attached.

RECOMMENDATION:

| | |
|--------------------------------------|-----------------------|
| <u>IT Support Specialist:</u> | <u>Salary:</u> |
| Kyle Leathers | \$35,000 |

| | |
|--|-----------------------|
| <u>Regional Supervisor (Bloomingdale/Gobles):</u> | <u>Salary:</u> |
| Tonya Prewitt | \$77,500 |

**Salary will be prorated due to start date, FTE or, other reasons*

RESOLVED that the Board of Education employ Kyle Leathers as the IT Support Specialist and Tonya Prewitt as the Regional Supervisor for Bloomingdale /Gobles.

IV. OTHER BUSINESS

A. 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 as indicated on the agenda."

It is the policy of the Van Buren Intermediate School District that no discriminatory practices based on race, color, religion, national origin, sex, age, height, weight, marital status, disability, genetic information or any other status covered by federal, state, or local law be allowed during any program, activity, service, or in employment. Inquiries regarding the non-discrimination policies should be directed to Barbara Matthews, Director of Finance & Operations or Dave Manson, Director of Special Education, 490 S. Paw Paw Street, Lawrence, MI 49064, 269-674-8091.