

**PORTAGE PUBLIC SCHOOLS  
 BOARD OF EDUCATION  
 COMMITTEE OF THE WHOLE / WORK SESSION  
 PORTAGE PUBLIC SCHOOLS' ADMINISTRATION BUILDING, CONF. RM. #1, 8107 MUSTANG DRIVE,  
 PORTAGE, MI 49002  
 MARCH 11, 2019, 6:30 PM  
 AGENDA**

VISION STATEMENT  
 An exceptional, continuously improving learning culture with high expectations, committed to all!  
 MISSION STATEMENT  
 Portage Public Schools will educate all students to achieve their potential.

<b>I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE</b>	
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<b>VIII. ADJOURN</b>	

**PORTAGE PUBLIC SCHOOLS  
BOARD OF EDUCATION – COMMITTEE OF THE WHOLE WORK SESSION  
CONFERENCE ROOM 1 – ADMINISTRATION BUILDING  
MARCH 11, 2019, 6:30 P.M.**

**Note Page**

**II. Revisions/Approval of Agenda**

**Recommended Motion:**

Motion offered by \_\_\_\_\_, seconded by \_\_\_\_\_, that the Board of Education approve the Agenda as printed (or as amended).



Portage Public Schools - 2015 Bond Program  
Financial Update - work committed thru Bond Change Order 17

Bond Proposal	Total Budget	Committed+Budgeted	Previous Variance	Current Variance	Change in Variance
1	128,000,000	126,233,756	(1,418,619)	(1,766,244)	347,625
2	16,000,000	15,868,419	(131,581)	(131,581)	0
			(1,550,200)	(1,897,825)	347,625

Commitments to date:

Bond Proposal 1	Budget	Actual/Committed	Previous Variance	Current Variance	Change in Variance
North Middle School & Site	34,367,860	32,151,481	(2,216,379)	(2,216,379)	0
Central Natatorium	10,257,973	10,425,734	167,761	167,761	0
Northern Campus Site	4,929,399	3,303,151	(1,626,248)	(1,626,248)	0
Central Middle School & Site	33,392,630	33,503,190	110,560	110,560	0
Central Campus Site	3,820,016	3,672,586	(147,430)	(147,430)	(0)
PCEC Building Renovation	3,953,086	689,432	(3,000,000)	(3,263,654)	263,654
West Middle School Renovation	6,504,205	8,324,394	3,500,000	1,820,189	1,679,811
Northern Natatorium	11,005,132	12,600,972	0	1,595,840	(1,595,840)
Professional Services	6,015,503	5,939,333	(76,170)	(76,170)	(0)
Other	1,870,552	2,701,690	831,138	831,138	0
Busses	3,000,000	1,020,746	0	0	0
Technology	5,450,000	2,817,879	288,148	288,148	0
	124,566,356	117,150,589	(2,168,620)	(2,516,244)	347,624

Bond Proposal 2	Budget	Actual/Committed	Previous Variance	Current Variance	Change in Variance
Northern Stadium	8,106,466	7,314,099	(792,367)	(792,367)	0
Central Stadium	6,473,704	7,236,490	762,786	762,786	0
Professional Services	984,658	984,658	0	0	0
Other	301,600	199,600	(102,000)	(102,000)	0
	15,866,428	15,734,847	(131,581)	(131,581)	0

Projects Remaining to Design & Bid:

Bond Proposal 1	Budget	Actual/Committed	Previous Variance	Current Variance	Change in Variance
FF&E (Including Band Instruments)	3,433,644	4,183,644	750,000	750,000	0
Busses	1,979,254	1,979,254	0	0	0
Technology	2,920,269	2,920,269	0	0	0
	8,333,167	9,083,167	750,000	750,000	0
Bond Proposal 2					
FF&E	133,572	133,572	0	0	0
	133,572	133,572	0	0	0

Future Enhancements (Not Included In Variance Calculations)

Northern Natatorium Prefunction Space	300,000
Husky Field East Lot Addition	175,000
McCambley Stadium Parking Lot	295,000
Replacement of Stage Flooring NHS/CHS	200,000
Northern Natatorium Budget Code Issue	250,000

\*Note: Bond 1 Northern Campus Site, Includes all non stadium components.

Bond 2 Northern Stadium, Includes all items within the stadium footprint (inside the perimeter fence), also the shot put & discuss areas.

Both Bond 1 & 2 Site and Stadium collectively are commonly referred to "NAEF" or "Northern Athletics Event Facilities".

March 11, 2019



**PORTAGE PUBLIC SCHOOLS  
BOARD OF EDUCATION – COMMITTEE OF THE WHOLE WORK SESSION  
CONFERENCE ROOM 1 – ADMINISTRATION BUILDING  
MARCH 11, 2019, 6:30 P.M.**

**Note Page**

**V. Consent Agenda**

1. Approval of Minutes
  - a. February 25, 2019 Regular Business Meeting Minutes
  
2. Recommendation for NHS Spanish Club Trip to Peru in 2020

That the Board of Education approve Portage Northern High School’s Spanish Club trip to Peru in June 2020, as presented.

March 11, 2019

**PORTAGE PUBLIC SCHOOLS  
BOARD OF EDUCATION  
REGULAR BUSINESS MEETING**

**February 25, 2019**

The Regular Business Meeting of the Board of Education of Portage Public Schools held on Monday, February 25, 2019, was called to order at 6:31 p.m. by President Van Antwerp in Conference Room 1 of the Administration Building, 8107 Mustang Drive. Mr. Van Antwerp welcomed the audience and the Pledge of Allegiance was recited.

Board Trustees Present: Kurt Droppers, Terri Novaria, Celeste Shelton-Harris, Bo Snyder, Randy Van Antwerp, and Joanne Willson (Mrs. Willson participated via speakerphone.)

Board Trustees Absent: Rusty Rathburn

**REVISIONS/APPROVAL OF AGENDA**

**Motion offered by Mr. Droppers, seconded by Dr. Shelton-Harris, that the Board of Education approve the agenda as amended to move the trip to Peru discussion item to the Superintendent's Report portion of the agenda.**

**The motion carried unanimously.**

**REPORTS**

**Superintendent's Report**

**NHS Spanish Club Trip to Peru in 2020.** Mr. Mike Huber, Director of Curriculum, introduced Northern High School Spanish teachers, Heather Canenguez and Christy Rath, who shared details of the planned student trip to Peru and addressed questions from the Board. Mr. Van Antwerp thanked them for their report.

**Bond Project Update.** Mr. Ron Herron, Assistant Superintendent of Operation provided an update on bond work progress. Work continues at each campus as weather permits. At the North Middle School site interior plumbing, electrical and mechanical work continues; ceilings are going in on the third floor. At the Central Middle School site, block and steel work is in progress as weather allows. Interior electrical, mechanical rough-in work and framing work is proceeding. At the Central AEF, the press box is up, work continues on the team building and concession. Mr. Herron responded to questions from Trustees.

**Financial Report.** Ms. Paula Johnson, Director of Finance, reviewed the financial report for the seven-month period ending January 31, 2019 and shared a brief update of recent activity in the Finance Office.

Superintendent Bielang shared some items of interest. Governor Gretchen Whitmer attended the recent KRESA Region Superintendents' meeting and spoke briefly in support of public education. Mr. Bielang shared a reminder, the Community Dialogue will be held this Thursday, February 28<sup>th</sup> at 6:30 p.m. in the Northern High School Commons. Mr. Bielang addressed snow days. We currently have used ten, the State allows for six, leaving four days we may need to make up. We are

reviewing the State's waiver process in order to waive three of those four days. If the waiver is approved, and if we do not have any more snow days going forward, we will need to make up one day at the end of the current school year. Superintendent Bielang also shared that as a county the State will be asked to allow us to start school before Labor Day for the 2020-21, 2021-22, and 2022-23 school years. The rationale is academically based. School would end earlier in the year and spring break would be one-week earlier, giving students additional time to prepare for testing. Lastly, Mr. Bielang informed Trustees of the Friday, March 1 All Portage Elementary STEAM Night at the Air Zoo.

## **COMMENTS OR COMMUNICATIONS**

President Van Antwerp opened the comments and communications portion of the meeting.

Dr. Michael Williams addressed the Board in support of the Portage Aquatic Club (PAC).

President Van Antwerp thanked Mr. Williams for his comments and opened the floor to Trustee comments.

Mr. Droppers expressed his appreciation for the recent Board tour of 12<sup>th</sup> Street Elementary.

Mr. Van Antwerp also expressed appreciation for the 12<sup>th</sup> Street Elementary tour and shared some reminders. The next building tour for the Board is March 7<sup>th</sup> at Woodland Elementary, the Portage City Council has invited board members to their February 26<sup>th</sup> meeting, and he asked Trustees to complete their meeting self-assessment form at the conclusion of tonight's meeting.

## **CONSENT AGENDA**

**President Van Antwerp presented the following Consent Agenda items for approval by the Board of Education: approve meeting minutes from the January 21, 2019 Regular Business Meeting and the February 11, 2019 Policy Governance Retreat and Committee of the Whole Work Session; approve the purchase of five (5) 77-passenger buses and two (2) lift buses from Holland Bus for a total of \$668,768.00, the funds for which will come from the 2016 Bond Construction Fund bus purchase allocation; approve the attendance of Randy Van Antwerp at the Govern for Impact Conference, June 20-22, 2019 in Quebec City, Canada and approve the attendance of Randy Van Antwerp, Terri Novari, and Joanne Willson at the Policy Governance® Boot Camp, April 25-26, 2019 in Grand Rapids, Michigan; approve the purchase of theatrical sound equipment from Parkway Electric & Communications LLC of Holland, MI in an amount not-to-exceed \$33,007.99, proceeds coming from the 2016 Bond Construction Fund #1; and approve the purchase of theatrical lighting equipment from Pro Audio & Lighting of Warren, MI in an amount not-to-exceed \$30,671.91, proceeds coming from the 2016 Bond Construction Fund #1.**

**There being no objection to the items, the motion carried unanimously.**

**REQUIRED ACTION ITEMS**

**MASB Board of Directors Election – Region 6 and Group V**

President Van Antwerp commented on the MASB Board of Directors Election.

**Motion offered by Mrs. Novaria, seconded by Mr. Snyder, that the Board of Education cast its vote for candidate Donald Myers to represent MASB Region 6.**

**Upon a roll call vote, the motion carried unanimously.**

**Motion offered by Mr. Snyder, seconded by Mrs. Novaria, that the Board of Education cast its vote for candidate Steve Hyer to represent MASB Group V.**

**Upon a roll call vote, the motion carried unanimously.**

President Van Antwerp stated the votes will be cast electronically by Recording Secretary Barb Atkinson on behalf of the Board.

**ACTION ITEMS**

**Recommendation for PCEC / WMS Contracts**

**Motion offered by Mrs. Novaria, seconded by Mr. Snyder, that the Board of Education authorize Owen-Ames-Kimball Co. to issue Notices of Pending Award, in the amounts indicated for the West Middle School and the Community Educational Center, to contractors and suppliers listed on the Bid Summary Sheets, pending confirmation that all requirements of the Contract Documents have been met. Furthermore, that upon receipt by Owen-Ames-Kimball Co. of the appropriate documentation, contracts will be awarded to these contractors and suppliers by Portage Public Schools, as presented.**

Mr. Ron Herron briefly commented on the recommendation and addressed questions from the Board.

**Upon a roll call vote, the motion carried unanimously.**

**Approval of General Fund Budget Appropriations Resolution 2018/19 Amended Budget #1**

**Motion offered by Dr. Shelton-Harris, seconded by Mr. Snyder, that the Board of Education approve the budget amendment resolution to the General Appropriations Act (General Fund) for the 2018/19 year, as presented.**

**Upon a roll call vote, the motion carried unanimously.**

**Recommendation for Chromebook Purchase**

**Motion offered by Mr. Droppers, seconded by Dr. Shelton-Harris, that the Board of Education authorize the purchase of 700 Chromebooks from Sehi Computer Products of Rochester Hills, MI in an amount not-to-exceed \$154,301.00, the proceeds for which will come from the 2016 Bond Fund #1.**

Mr. Dan Vomastek, Director of Information and Technology Systems, reviewed background information and the recommendation.

**Upon a roll call vote, the motion carried unanimously.**

#### **National School Breakfast Week Proclamation**

**Motion offered by Mrs. Novaria, seconded by Mr. Droppers, that the Board of Education approve the National School Breakfast Week Proclamation, as presented.**

Mr. Novaria read the proclamation.

**Upon a roll call vote, the motion carried unanimously.**

President Van Antwerp thanked Susan Livingston and her staff for all they do.

#### **DISCUSSION ITEMS**

##### **Recommendation for NMS Demolition Contractor**

Mr. Ron Herron detailed the background information and recommendation and responded to questions from the Board.

##### **Recommendation for Northern Natatorium**

Mr. Ron Herron detailed background information and the recommendation and responded to questions from Trustees.

Mr. Dan Rathburn, OAK Senior Project Manager, detailed the bid summary sheet and addressed questions from the Board.

Mr. Ron Herron also reviewed a financial update for bond work committed through Bond Change Order 17, which he pointed out is presented at this point in the meeting because of its tie with the Northern Natatorium discussion item.

With no further business to come before the Board, the meeting was adjourned at 7:32 p.m.

Respectfully submitted,

Barb Atkinson  
Recording Secretary

**PORTAGE PUBLIC SCHOOLS  
GENERAL FUND BUDGET APPROPRIATIONS RESOLUTION  
2018/19 AMENDED BUDGET #1**

Be it resolved that this resolution shall be the General Fund appropriations of Portage Public Schools for the fiscal year 2018/19. A resolution to make appropriations; to provide for the expenditures of appropriations; and to provide for the disposition of all revenue received by Portage Public Schools.

Be it further resolved that the total unappropriated fund balance and total revenues to be available for appropriations in the General Fund of Portage Public Schools for the fiscal year 2018/19 is as follows:

	<u>Actual 2017/18</u>	<u>Adopted Budget 2018/19</u>	<u>Amended Budget #1 2018/19</u>
Total Fund Balance, Beginning of Year, July 1	9,818,905	8,859,883	9,049,772
<b>REVENUES:</b>			
Local Sources	25,598,882	25,686,550	26,220,801
State Sources	65,570,421	66,801,597	67,628,161
Federal Sources	1,014,174	1,041,571	1,082,203
Incoming Transfers and Other Transactions	<u>227,864</u>	<u>486,139</u>	<u>407,777</u>
Total Revenues and Other Transactions	<u>92,411,341</u>	<u>94,015,857</u>	<u>95,338,942</u>
Total Available to Appropriate	<u>102,230,246</u>	<u>102,875,740</u>	<u>104,388,714</u>
Be it further resolved that \$93,779,037 of the total available to appropriate is hereby appropriated in the amounts and for the purposes set forth as follows:			
<b>EXPENDITURES:</b>			
Instruction:			
Basic Programs	48,532,069	49,717,384	50,345,612
Added Needs	<u>7,531,922</u>	<u>8,113,941</u>	<u>8,129,269</u>
Total Instruction	<u>56,063,991</u>	<u>57,831,325</u>	<u>58,474,881</u>
Supporting Services:			
Pupil	6,542,751	6,165,552	6,428,967
Instructional Staff	4,787,626	4,771,230	4,836,252
General Administration	692,148	697,174	690,836
School Administration	4,994,366	5,014,325	5,154,640
Business Services	1,106,906	992,127	995,468
Operations and Maintenance	8,122,666	8,202,948	8,418,702
Transportation	3,374,751	3,496,676	3,487,234
Central Services	2,478,527	2,507,109	2,415,564
Athletics	<u>1,612,047</u>	<u>1,460,110</u>	<u>1,527,772</u>
Total Supporting Services	<u>33,711,788</u>	<u>33,307,251</u>	<u>33,955,435</u>
Community Services	<u>2,780,724</u>	<u>2,863,919</u>	<u>2,876,642</u>
Other Financing Use - Debt Service	<u>623,971</u>	<u>275,267</u>	<u>275,267</u>
Total Expenditure Appropriation	<u>93,180,474</u>	<u>94,277,762</u>	<u>95,582,225</u>
Excess (Deficit) of Revenues over Expenditures	<u>(769,133)</u>	<u>(261,905)</u>	<u>(243,283)</u>
Total Fund Balance (Assigned and Unassigned), End of Year, June 30 (Estimate)	<u>\$ 9,049,772</u>	<u>\$ 8,597,978</u>	<u>\$ 8,806,489</u>

**PORTAGE PUBLIC SCHOOLS  
GENERAL FUND BUDGET APPROPRIATIONS RESOLUTION  
2018/19 AMENDED BUDGET #1**

Be it further resolved that no board of Education member or employee of the School District shall expend any funds or obligate the expenditure of funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement previously adopted. Changes in the amount appropriated shall require approval by the Board of Education.

Be it further resolved that the Superintendent is hereby charged with general supervision of the execution of the budget as adopted by the Board of Education and shall hold the directors and department heads responsible for performance of their responsibilities within the amounts appropriated.

**PROCLAMATION  
NATIONAL SCHOOL BREAKFAST WEEK  
March 4 - 8, 2019**

**WHEREAS**, It is with great respect for the accomplishments of Portage's school food service managers, servers, cashiers, driver personnel and substitutes that we commemorate March 4 - 8, 2019 as National School Breakfast Week. This special observance presents an excellent opportunity to emphasize research outcomes that students who eat breakfast are more alert, have improved memory and problem solving skills, and perform better on standardized tests. We encourage all citizens to recognize the dedication and skill of our school food service employees; and

**WHEREAS**, Each day, a total of 25 food service employees prepare and serve over 1250 breakfasts a day. This is in addition to ordering, storing, and expediting each menu item to each location, adhering to food safety, sanitation, and nutritional guidelines as well as giving each customer the time and consideration to listen, hear and deliver what they are looking for each day. Fortunately we have exemplary professionals who have devoted their careers to providing high quality service to our children and staff; and

**WHEREAS**, On behalf of our young people, it is a pleasure to commend the women and men who accept and meet the challenges of school food service. The observance of School Breakfast Week is a welcome opportunity to thank these patient, caring, skilled public servants. Those involved in this pursuit should be very proud of their contribution to education. Now, therefore, be it

**RESOLVED BY THE BOARD OF EDUCATION**, That we proudly commemorate March 4 - 8, 2019 as the National School Breakfast Week, and we commend everyone who has contributed to the successful operation of our breakfast program. By working together, we can make a difference in every student's life.

Proclaimed this 25th day of February, 2019  
Portage Public Schools Board Of Education

Janet Johnstone  
*Coordinator of Instructional Services*  
Phone: 269.323.5140  
fax: 269.323.5141  
[jjohnstone@portageps.org](mailto:jjohnstone@portageps.org)

**TO:** Mark Bielang  
**DATE:** February 12, 2019  
**FROM:** Janet Johnstone/Dr. Michael Pascoe  
**SUBJECT:** Northern High School 2020 field trip to Peru

**RECOMMENDATION:**

I recommend the approval for Portage Northern High School's Spanish Club to travel to Peru, as described in the attached material. The trip dates are set for June 19-June 30, 2020.

**BACKGROUND:**

Heather Canenguez is proposing a student trip to Peru for June 19-June 30, 2020. They will spend 12 days out-of-country. The purpose is for the students to meet several language and cultural curriculum/educational goals as outlined in the attached. The families involved will be responsible for the cost. The students will not miss any days of instructional time. Chaperones will be a ratio of approximately 1 adult to every 6 students (number attending: 36).

I have reviewed this proposal and support it.

JJ/MP  
Attachments

The primary purpose of school approved student trips is to provide substantive curricular, co-curricular, and extracurricular enhancement not available in the local setting. It is not the intent of Policy #2340/AG #2340A to establish annual travel opportunities. Recognizing this purpose, consideration of trip approval begins with an evaluation of the special nature of the enrichment activities and the relationship of the trip's education goals to the curricular, co-curricular, or extracurricular activity.

If this trip requires Portage PS transportation, please be sure to submit a transportation request form along with a copy of this form to your principal for initial approval. These requests need to be submitted with **at least two (2) weeks notice**.

**International Trips:** If any duration of this trip is spent out of country, the request needs to be submitted with **at least four (4) months notice** to provide sufficient time to obtain all levels of approval. Please note that you may be asked to present your educational trip request to the Portage Board of Education.

### SECTION 1

<b>School</b>	NHS	<b>Group</b>	PN Spanish Club	<b>Date of Request</b>	1/28/2019 10:59:36	
<b>Start Date</b>	6/19/2020	<b>Departure Time</b>	8:00:00 AM	<b>Amount of Instructional Time Lost</b>	0 days - summer vacation	
<b>End Date</b>	6/30/2020	<b>Return Time</b>	8:00:00 AM	<b>PPS Transportation?</b>	No	<b>ASN:</b>

### SECTION 2

**Trip Destination:** Peru

**Educational Goal(s)/Purpose of Trip:**

5.1 Use of Language: Students use the language both within and beyond the school setting.

5.2 Personal Enrichment: Students show evidence of becoming life-long learners by using the language for personal enjoyment and enrichment.

### SECTION 3

<b># of Students</b>	36	<b># of Staff Chaperones</b>	6	<b># of Additional Adult Chaperones</b>	0
<b>Estimated Cost per Student</b>	\$3,600	<b>Estimated Cost of Trip</b>	\$3,600		
<b>Funds Provided by</b>	Private/Family, Fundraising	<b>Amount per Funding Source</b>	will depend on each family and their participation in fundraising.		

### SUPERVISOR/PERSON IN CHARGE

<b>Name</b>	Heather Canenguez	<b>Contact Phone #</b>	269-967-3639
<b>Signature:</b>	<i>Heather Canenguez</i>	<b>Date:</b>	2/4/19

**Reminder:** Attach any additional documentation if applicable (i.e., Itineraries, Benchmarks/Standards, Travel company contracts, etc.)

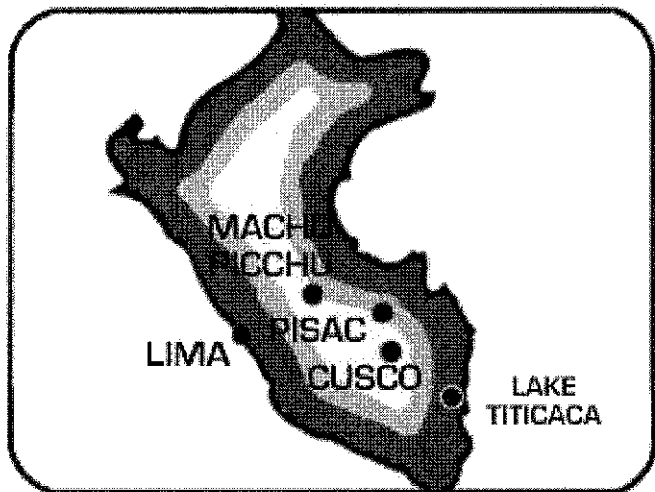
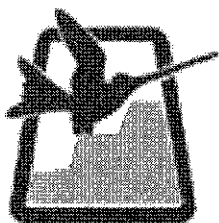
### Office Use ONLY:

<b>Principal Decision:</b>	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<b>Principal Signature:</b>	<i>James Etrench</i>	<b>Date:</b>	2-5-19
<b>Superintendent (or designee) Decision:</b>	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<b>Supt. (or designee) Signature:</b>	<i>[Signature]</i>	<b>Date:</b>	2-12-19

*Please start the ball rolling for approval.*

Principal/Office Staff: Route Trip request form and transportation request form (if applicable) to Instructional Services Office (Janet Johnstone) once completed.

# Peruvian Gold



## DAY ONE - International Flight to Peru

International flights arrive in the evening. Interact's Foreign Representative will greet you in the airport lobby. Transfer to your Lima-Miraflores hotel.

## DAY TWO - ✈️ Cusco Homestay / Stargazing

Flight to Cusco, the archaeological capital of South America. The Incas called this place "the Navel of the World." It's a picturesque location with all homes bearing red-tiled roofs by law. Meet your host families. Later, explore the vibrant Plaza de Armas, surrounded by historical landmarks, shops, and restaurants. Conclude with a fascinating evening visit to the unique planetarium, where you'll learn how the Inca interpreted the stars and southern skies constellations. Weather permitting, conclude with an amazing stargazing experience through professional telescopes.

**CUSCO HOMESTAY:** live with host families who live in middle class residential neighborhoods, approximately two miles from the Centro Historico. Homes are American-style and are more comfortable than most can imagine. Host families are interviewed, carefully selected and monitored by our resident director. Everyone speaks Spanish in the homes. Students share with one to three other group members of the same general language ability.

## DAY THREE - Cusco City & Surroundings

Your Cusco City Tour visits the most important sites in and around Cusco. Explore Koricancha, the Temple of the Sun, the most important building in Cusco during Inca rule. Then, visit the Cathedral, home to over 300 paintings from the colonial era. Next, drive to the fortress of Sacsayhuaman overlooking the city. Here you have the opportunity to take some great pictures of the city and valley below. Continue to the smaller sites of Tambomachay, Qenq'o and Puka Pukara. Conclude with a visit to an artisan shop with artwork, handmade Alpaca sweaters, blankets and typical souvenirs.

## DAY FOUR - Sacred Valley

The Sacred Valley traces its winding, astonishingly beautiful course to the northwest of Cusco. It's easy to see why the Incas considered the valley as a special place. In the upper sector, the stupendous ruins of Pisac dominate the broad alluvial valley floor. Stroll through its famous native market before continuing to Ollantaytambo, a magnificent little town overwhelmed by a great temple-fortress that clings to the sheer cliffs across the river valley.

## DAY FIVE - MachuPicchu

Experience a fascinating train experience from Cusco to Machu Picchu. Your early morning rail trip and zig-zag bus ride up the mountain brings you to the wondrous outpost of MachuPicchu, a remote fortress city abandoned by the Inca. Machu was reclaimed by the jungle and hidden from view until it was rediscovered in 1911. With altars, temples, staircases, and terraces, this is one of the world's most extraordinary sacred sites. Tonight's dinner is with your host families.

## DAY SIX - Cusco/ SOMOS humanitarian *InterAction*

Participate in our exclusive **SOMOS** humanitarian total experience. You'll receive a list of the most needed items and visit a local "super", where you'll have an opportunity to purchase those supplies (budget \$15 each). Complete your SOMOS experience as you interact with the children while painting, gardening, etc.

## DAY SEVEN - Shopping / Options

Bargain for your favorite souvenirs and have fun with Interact's exclusive online Guided Adventures. Optional (additional fee) full group excursions include rafting (\$95) or a ½ day visit to Choco Museo (\$35), where you'll make your own chocolate.

## DAY EIGHT - Pre-Inca Ruins / Arrival Puno 2 Nights


Farewell to your host family. Early morning transfer to the MER Terminal to catch your tour bus to Puno. During the trip you will have lunch and visit many archeological ruins on the scenic drive, such as the pre-Inca Pukara and Raqchi as well as the colonial church of Andahuayillas. Dinner is in your Puno hotel.


## DAY NINE - Lake Titicaca

Early morning boat ride on Lake Titicaca. Visit the Uros Floating Islands. Upon arrival, you will witness a demonstration of how the islands were built as well as interact with the locals and view cultural traditions. Continue to the Island of Taquile, where you will meet weavers and knitters. After lunch, take a short walk to the lookout point, where you can appreciate the beautiful views of the lake and the surrounding mountains. On your return to Puno, your guide will explain some interesting facts about the lake and recount stories of the lake's history.

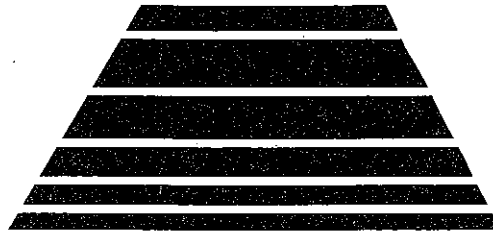
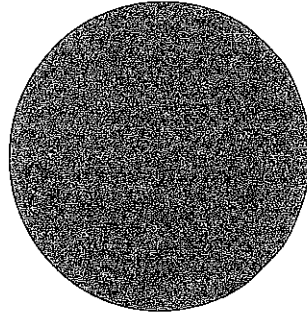
## DAY TEN - ✈️ LIMA / ✈️ USA

Depart Puno/Juliaca for your connecting flight in Lima. Transfers and/or touring are based upon available time and traffic conditions. Lunch and dinner are on your own today. The airport food court is always open. Later, board your overnight international flight to the USA, arriving on day eleven.

	<b>11 Days / 10 Nights</b>	
	Lima	1
	Cusco Homestay	6
	Puno Hotel	2
	Overnight flight	1

	<b>GROUP MEALS</b>
	All meals are included from breakfast on Day Two through breakfast on Day Ten.

Updated 2019-20



**INTERACT**

**¿PREGUNTAS?**

**Student Booklet**

**Preparation   Policies   Enrollment Form**



# INTERACT TRAVEL INC.

2207 Velp Ave • Green Bay, WI 54303

Homestay has encouraged many students to improve their Spanish. Over 95% had an OUTSTANDING experience.  
Monica Lentz, WI

Our singular purpose is serving Spanish Teachers and their students currently enrolled in grades 6-12. Interact was founded by a former Spanish Teacher in 1983. Today, Interact is still owned and operated by the same family, assuring a continuous commitment to the company's original goals.

We proudly serve over 500 schools nationwide, with the majority located throughout the Midwest. We are a family-owned business. Interact is a financially secure and stable organization. Our headquarters is located near historic Lambeau Field in Green Bay, Wisconsin. We work exclusively with reputable and respected foreign tour companies headquartered in Spain, Mexico, Central America, South America, and the Caribbean.

We maintain the maximum amount of bond as required by the Airline Reporting Corporation. All tour funds are held in escrow. We maintain professional liability coverage. Plus, we are members in good standing of the Howard-Suamico Chamber of Commerce. Everyone is welcome to check us out by calling the Better Business Bureau.

Those who select us believe strongly in middle class values, common sense, responsibility, and accountability. The majority of our participants are from smaller communities where the opportunity to visit a foreign country is viewed as a privilege, not an expectation.

Our office staff is characterized by professional leadership combined with personalized attention. We answer the phone personally, travel to foreign language conferences, assist with school orientations, and frequently greet teachers in the foreign country.

Furthermore, we have created all the programs offered in our teacher catalogue. Each program is proprietary and an Interact original. Our professional staff have visited the foreign countries, stayed in the group hotels, eaten the group meals, and lived with the host families. Equally as important, our entire professional staff know and love what we're doing. We offer competitive student fees without sacrificing the quality of services.

## What's included?

- International flights on major full-service carriers
- Roundtrip airport transfers abroad
- Modern charter motorcoaches
- Motorcoach luggage allowance of one checked suitcase and one carry-on bag
- Hotel accommodations (2 star or better with private bath) based on 4 students per room (3 in Spain and Peru)
- Group meals as specified in each itinerary
- Homestay accommodations and meals as specified in each location
- Admission fees for scheduled touring
- Inter-city travel as listed
- Full professional staff support throughout: bilingual guide and/or homestay director and/or bilingual courier
- Customary Tips to guides, couriers, and charter bus drivers
- Reimbursement for Guided Adventure expenses.
- The following taxes are also included: U.S. Departure Taxes, Foreign Airport Taxes which can be included in the airline ticket, Passenger Facility Taxes, Security & Customs Taxes, Hotel &/or Food taxes
- Tips for group meals and standard maid service

## What's not included?

- Airline imposed luggage charges
- All items of a personal nature including but not limited to: souvenirs, phone charges, wifi, special diet requests, laundry, watersports
- Travel insurance
- Medical or emergency cancellation insurance
- Luggage handling
- Hotel surcharges for double or single rooms
- Beverages (other than offered) with group meals
- Fees for obtaining legal travel documents such as passports and visas
- Fluctuations in rate of foreign currency exchange
- Expenses caused by airline, bus or train scheduling or delays
- Mandatory new or increased fees/taxes/fuel or other surcharges (if any) levied on airline tickets, bus travel, at points of entry/exit by U.S. or foreign governments, municipalities, or administrations
- Transfers (if any) between airports within the United States
- Roundtrip transportation from your hometown to the international gateway city
- Foreign Airport Taxes which must be paid on site
- Any activity listed as option or optional means that the activity is available but at additional cost

# GROUP SUPERVISION & SAFETY

I thank you for putting this together and keeping our children safe while letting them have a learning experience of a lifetime!  
Nicole Cadena, IA

Our primary concern has always been and will always be the welfare of our students. Proper group supervision and safety are the two most important provisions of student group planning.

**What are Interact's most important group supervision and safety provisions?**

The greatest potential for a problem with student group supervision and safety would occur at night and dominantly where alcohol is readily available. Please review the Agreement on page 12 (particularly items #1 and #2). You will find that Interact has addressed the most critical issues in a forthright manner.

**Great. But how does Interact know that students won't break the rules?**

Interact doesn't. No one does. However, Interact's foundation is built upon mutual trust. Interact's excellent reputation has been earned over the course of four decades. Working together, Interact has stood the test of time. Essentially, if a parent doesn't trust their son or daughter, they should not allow them to participate.

**What about supervision in the foreign country?**

Naturally, the Organizing Teacher and Official Assistants have primary responsibility for supervising their students and enforcing Interact's written policies. Interact incorporates complimentary travel to Spanish Teachers in exchange for their extensive educational leadership, their hard work, and their valuable supervision that they provide to your sons and daughters. Complimentary should never be misconstrued with free.

Furthermore, a bilingual guide, courier or homestay director are available for assistance throughout. Interact wants you to know that foreign staff ensure a well-planned, secure program but are not responsible for interpreting or enforcing Interact's written policies.

In the event that an infraction, however rare, occurs, the Organizing Teacher or designated Official Assistant, contacts Interact directly around-the-clock.

**Is there a Travel Advisory for my country?**

Yes, the US State Department maintains a Travel Advisory for every country worldwide. This system was implemented in early 2018. Country Advisories range from Level 1 "Exercise Normal Precautions" to Level 4 "Do Not Travel". The State Department reviews and updates Travel Advisories based on security and safety information.

**What if something unexpected happens?**

An Alert is issued by the U.S. Embassy or consulate abroad. U.S. Embassies and consulates abroad issue Alerts to inform U.S. citizens of specific, temporary conditions in a country, such as demonstrations, union strikes, and weather events.

**Is an Alert the same as a Level 4 "Do Not Travel"?**

No. An Alert is not an Advisory. The Alert is removed or revised when the temporary condition has been resolved or has ended.

**When will Interact cancel a planned program?**

Interact will cancel a program if the State Department revises its respective Country Advisory Level #1-#3 to Level #4. In the absence of Level #4, Interact will operate - or modify - your program. Regardless, all Interact policies remain in effect. In the event that an alternate destination is available and can be confirmed, Interact will inform everyone with specifics.

**In the event the State Department issues a Level 4, are the deposits refundable?**

Interact cannot assure or insinuate that any refund, either partial or full, will be available. Interact works on behalf of their groups.

**How can I protect our deposits?**

This is an insurance issue. Interact strongly recommends the purchase of an optional "Cancel for Any Reason" travel insurance policy. Review Page 7 before you enroll.

We appreciate your going the extra step to help us make the trip the safest, most responsible, and enjoyable.  
Beth Vander Wilt & Amy VanDerMeer, IA

## CODE OF CONDUCT

Your team is GREAT!!! Best customer service around! When I call, I get a real person; when I email, I get a response VERY quickly! I can't say enough great things about the Interact team!!!!  
Kris Campos, TX

Interact has the right, exercisable in its discretion, to cancel any student's participation in an Interact program, without refund or advance notice, if the student engages in any conduct that Interact deems harmful or detrimental to the Interact program or a danger to the health, safety or welfare of the student or any other participant in the Interact program, including, without limitation: (a) smoking, chewing, vaping tobacco, or electronic cigarettes; (b) possessing weapons of any kind or nature; (c) possessing fireworks or firecrackers; (d) engaging in body piercing or tattooing; (e) engaging in sexual conduct or inappropriate displays of affection; (f) being present in any bars, discos or other establishments that serve alcohol unless accompanied by the Organizing Teacher at all times during such visit; (g) violating curfew; (h) committing a crime or otherwise violating any law of the jurisdiction in which the student is present; or (i) violating any reasonable rule or regulation established by Interact, the Organizing Teacher or the Homestay Family. Interact reserves the right to deviate from or modify the Code of Conduct on a case-by-case basis.

## TRAVEL DOCUMENTATION

**Are there any passport deadlines?**

Yes, absolutely.

1. Participants must have their valid passport in their possession a minimum of 5 months prior to departure: for spring travel, September; for summer travel, January.

**IMPORTANT:** If you already have your passport, you should be aware that your passport will need to be valid for a minimum of 6 months following your return to the USA.

2. The Organizing Teacher collects copies of passports and submits them 125-days prior to departure: for spring travel, October; for summer travel, February.

**Is there anything else we should know?**

Yes. Interact recommends that each group leave one set of passport copies at home with a designated adult and carries one set abroad.

Interact also wants you to be aware that regulations are subject to change without notice. Each participant is responsible for obtaining, submitting, and carrying their own passport. If you are not a U.S. Citizen, it is your sole responsibility to contact the appropriate consular office for proper documentation.

## MAJOR CARRIERS

Interact confirms student groups on major airlines. Interact does not book no-name, no-frills charter airlines. Group preparation is distinctly different from booking tickets online. Major airlines maintain and mandate their own policies and negotiated group rates. Airlines also confirm routings and flight times. Requests for specific airlines or flight schedules would result in a substantial increase in the published student fee. Interact does not guarantee non-stop or single plane service or any particular flight schedule. Interact cannot guarantee airline seat location or special meal requests. Interact does not accept or redeem frequent flyer miles, coupons, nor does it accept responsibility for frequent flyer mileage accrual.

## DEPARTURE DATE

**When do we know our departure date?**

The specific departure date is confirmed approximately four months prior to departure. If you're traveling in spring, the specific departure date is confirmed in October. If you're traveling in summer, the specific date is confirmed in February. Regardless, we recommend that you retain travel flexibility because, although rare, airlines may cancel or change service that affects the departure date.

## ROOMMATES

I was so proud of my kids. No behavior issues, no illnesses, no problems at all. They really stepped outside their comfort zones with all the things they encountered. All the adventures, food, and interactions will be memories they can carry the rest of their lives. Thanks to all involved. It was a great trip!  
Matt Ford, MI

**Can we select our own roommates for hotels and homestay?**

Yes, of course. Your Organizing Teacher submits rooming preferences 125-days prior to your departure. If you're traveling in spring, October; if you're traveling in summer, February.

Student roommates must be of the same gender, even if you're related - no exceptions. Single rooms are not available for students.

**Can we change roommates?**

No changes are allowed either prior to departure or after arrival in your foreign destination. Revisions are made only when they pertain to a cancellation without replacement.

## HOTELS

**We assume we each get a room key, correct?**

Not correct. A major cultural difference occurs here. Foreign hotels give only one key per room, regardless if the room is a single or a quadruple. Always leave the key at the front desk. If someone forgets it, you'll need to tip the porter or maid \$5 US for opening your room. Lost key charges of \$50 or more could apply.

**Do we each get our own bed?**

It's possible but it cannot be guaranteed. Expect to share beds, particularly in Latin America. At times, double beds may seem small compared to USA standards. However, if there are two pillows on a bed, it is considered a double.

**Do we stay on the same floor of the hotel?**

It's possible but it cannot be guaranteed. Hotels assign rooms, not interact.

**Who cleans our room?**

Hotel maids. Tips for daily service have been included and prepaid. Always place small odds and ends in a drawer or your locked luggage; foreign maids will frequently throw them away if you don't.

**Do we get unlimited towels?**

No. This is another cultural difference. Foreign hotels supply one towel per person per day. The majority of foreign hotels do not supply washcloths.

**Who does my laundry?**

You do. Smart travelers pack a piece of clothesline for drying clothes in the bathroom. Never lay wet clothes on wood surfaces or on top of the furnishings. You might damage hotel furnishings and you'll be responsible for any damages.

## SPECIAL DIETARY REQUESTS/ALLERGIES

**How do I submit a request?**

Give a specific list to your Organizing Teacher, who will submit requests from enrollment through 125 days prior to departure: for spring travel, October; for summer travel, February. Include as many details as possible. If the diet or allergy requirements are medically required, the student shall attach a physician's note to the request. Requests are forwarded to our country coordinators and suppliers.

**What if I forget to submit my request?**

Requests cannot be accepted after the 125-day prior deadline has passed.

**Is there anything else I should know?**

1. Obtain and carry a copy of the restrictions in Spanish.
2. After arrival, remind staff, such as the homestay director, homestay family, hotel administration and any provider supplying the meal.
3. Carry pre-packaged food items or cash to purchase food or special meals directly, if necessary.



## SPENDING MONEY

**How much spending money should we bring?**

The typical student brings an average of \$50 per day for personal spending money. Budget an additional amount for the unforeseen.

**How should we exchange money abroad?**

While every method has positives and negatives, most of our groups prefer to carry debit or credit cards. In general, you'll get more in return by exchanging larger sums. Check with your financial institution to assure that whatever you choose will be available abroad.

**Should we exchange money in advance?**

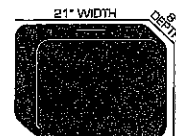
At your discretion. You may want to exchange in advance if your arrival is on a weekend, major holiday, or during religious observances such as Semana Santa, when money exchange can be limited and difficult. Interact does not incorporate time for a full-group money exchange upon arrival in the foreign airport or during the first full day abroad. Specific foreign currency information is available from our **ONLINE TEACHER RESOURCE GUIDE**.



## LUGGAGE, PACKING & PROPER DRESS

**How much luggage is allowed?**

One main bag plus one carry on. Size and weight of bags are subject to airline and tour bus restrictions: 40lb. for the main bag with 62" total dimensions (add the height plus width plus depth). Carry-ons are 40 lb with 45" total dimensions. Checked luggage fees and mandated airline fees are not included and are paid directly to the airline.



**What if we bring additional luggage or oversize bags?**

Charter motorcoaches only have room for one regulation size bag per participant. Participants who carry oversized bags and/or additional luggage will be denied motorcoach boarding and the Organizing Teacher will be required to accompany you in a taxi transfer at your expense.

**Any packing hints or secrets?**

1. Keep your luggage locked at all times (use TSA-approved locks).
2. Make sure your footwear is in good condition, waterproofed and well broken in. Wear shoes that are sturdy, with non-slip soles.
3. Pack enough clothing and personal essentials in your carry on so you could "survive" for several days in the event of loss or delay.
4. Outlet adapters are needed for most countries.
5. Use an indelible marker to print your name & address inside your luggage.
6. Keep a separate list, with receipts, of what you pack. You'll need it for insurance claims in the highly unlikely event that the airline would lose your bag.
7. Leave all valuables and keepsakes at home! Smart travelers wear only inexpensive costume jewelry and watches.

**What should we wear?**

Spanish-speaking countries are traditionally more conservative than ours. When visiting churches, shorts or inappropriate clothing are prohibited by church authorities.

Jeans are acceptable and are a smart choice inland. You'll be a great "ambassador" of your family, school, and community if you refrain from wearing shorts in the city. Cut-offs and revealing or ragged clothing are always considered inappropriate. As part of our group security, if your teacher, Interact guide or Interact Staff believes that your appearance or clothing will draw unwanted attention to your group, you'll be required to change. Within the hotel, students may not go barefoot or shirtless anywhere outside their rooms.

**What if we lose something?**

It is your sole responsibility to recover lost items and pay respective recovery fees. Our most common losses involve leaving personal belongings on the bus or in the hotel room. Although Interact is not responsible for locating lost property, we will assist in the process whenever possible.

## HEALTH

I have been hounded by various travel companies, both at home and at school. THANK YOU for not being aggressive and taking up my valuable personal time to push your company. Thanks also for being honest and up-front. I know that what I see is exactly what I'll get.  
Heather Huegel, IA

**Any basic health hints?**

Always wash your hands before eating. Be sure to pack towelettes or waterless hand sanitizer.

**What about illness?**

Although it can occur, it has been rare. A high percentage of the illnesses that you hear about may be linked to excessive alcohol consumption or stress caused by being unprepared for the cultural differences.

**Are any vaccinations required?**

Interact is not aware of any required vaccines. If we are advised otherwise by our government, you are assured that we would contact Organizing Teachers in a timely manner. Health organizations or family physicians commonly make "recommendations", which are not the same as a requirement. It is the sole decision and responsibility of each family to follow any such "recommendation".

## HEALTH INSURANCE

**Should we have health insurance?**

Yes, many students are already covered by their parent's health insurance coverage. Ask your insurance provider "If our son/daughter would require medical care abroad, will you provide reimbursement if we present receipts after return to the USA?" If not, you can purchase it from the company of your choice. Health coverage is frequently included in Travel Insurance Plans.

**Are medical cards accepted abroad?**

No. Cash or credit card are required and payment must be made directly. Keep your receipt and file for reimbursement upon return to the USA.

## COMMUNICATION

### PRE-DEPARTURE

Whenever there are pre-departure questions or concerns, parents and students will contact the Organizing Teacher first. If the Organizing Teacher is unable or unavailable to answer the question, please contact Interact by email: [interact@interact-travel.com](mailto:interact@interact-travel.com). Interact will respond in a timely manner and will include copies of all communication to the Organizing Teacher.

### ABROAD

Individual communication, including the use of interpersonal communication devices or social media, inhibits the student from assimilating and experiencing the foreign culture. Posting information during your visit abroad is viewed as a security concern. The Organizing Teacher and Official Assistants are with students daily and maintain proper group communication.

If any situation occurs, the following system shall be followed:

1. The student informs the Organizing Teacher of the student's concern or issue.
2. The Organizing Teacher attempts to resolve the student's concern or issue. Students are strongly discouraged from calling home, including cell phone calls, prior to notifying the Organizing Teacher and allowing the Organizing Teacher to attempt to resolve the matter.
3. If the Organizing Teacher is unable to resolve the concern or issue, the Organizing Teacher shall inform Interact's foreign representative (i.e. guide, courier, or homestay director). If necessary, the Organizing Teacher or Interact's foreign representative will contact our Green Bay office.

If an emergency occurs and a parent needs to contact the student, the parent should call the Organizing Teacher, not their son or daughter. An emergency means that the student must return home immediately. Before calling the Organizing Teacher, please review the itinerary. There are instances where communication may be difficult or impossible: overnight train rides, bus rides in the mountains, overnights at jungle lodges, etc. Emergency contact information should be given to parents by the Organizing Teacher at least five (5) days prior to the student's departure. If you have not received emergency contact information at least five (5) days prior to the student's departure, please contact the Organizing Teacher as soon as possible.

Great support as always. Helped so very much to ease the transition when we had to change Official Assistants one month out.  
Jody Ziemann, WI

## CANCELLATIONS & SERVICE FEES

### Are there non-refundable and non-transferable fees?

Yes. The operation of international student programs requires extensive long-term planning and costs are incurred far in advance of the actual departure date. Interact does not charge those who travel with us for the administrative costs of those who cancel. If you cancel without finding a suitable replacement, your initial deposit is non-refundable and non-transferable. All non-refundable fees and deadlines are clearly listed on page 12.

### Are there service fees?

Yes. Group processing enables Interact to retain our competitive and affordable student tour fees, without sacrificing the quality of services. Service fees offset the costs incurred that require additional administrative preparation for individuals.

\$100 service fees are assessed for: \*missing signature on a check or enrollment form\* personal check not made payable to Interact Travel \* refunding an overpayment \*request for reinstatement \*a passport copy that is received late.

## OPTIONAL TRAVEL INSURANCE

### Is travel insurance included?

No. However, optional travel insurance is **STRONGLY RECOMMENDED**.

There are generally three types of policies offered by insurers: basic, mid-level, and premium, with coverage and prices increasing accordingly. There are policies that allow you to "cancel for any reason".

Policies that allow you to "cancel for any reason" give you the most flexibility and the best option to back out over international travel concerns or unforeseen local conflicts such as school sports tournaments or family gatherings. Usually, this benefit is an additional charge on the plan. It doesn't matter why you want to cancel your trip - you just can. Regardless the reason, if you are outside 72 hours before the trip, you can cancel.

Prepare early. As soon as you have submitted your enrollment and deposit, start comparing travel insurance plans.

## ADULT PARTICIPATION

### Can adults participate?

Adult oriented activities are not part of our planning. Interact's programs are not suitable for adults who have difficulty walking at a very brisk pace, who are not capable of carrying their own luggage, who are not able to eat foreign food, or who require special assistance or attention.

Adults can enroll only if the itinerary is all-hotel and the Organizing Teacher specifically invites adults.

The adult agrees to:

1. Support the Organizing Teacher in any and all travel matters which may occur during the trip.
2. Serve as a role model by remaining alcohol-free and smoke-free for the duration of the tour.

### What is the adult fee?

The adult fee is the student fee + \$450. The adult fee includes 1/2 of a double room to be shared with another adult participant. Single rooms are not available. Interact is not responsible for finding a suitable adult roommate. Adults are not allowed to room with students, the Organizing Teacher or the respective Official Assistants. The \$450 adult fee is non-refundable and non-transferable and is submitted with enrollment (\$900 deposit due with enrollment.).



## SPECIAL FLIGHT OPTION (MUST BE 21)

**Can I return later?**

No. Participants are required to fly roundtrip, unless they are 21 years of age or older. The self-explanatory Special Flight Option form can be downloaded from our website.



## PRACTICALITIES

**Does a bilingual guide accompany our group?**

In Latin America, yes. In Spain, the bilingual person who accompanies your group is a courier; local bilingual guides are prearranged for all historical visits.

**Are tours narrated in Spanish or English?**

When schools are combined to form a tour group, narration will be eclectic. Schools with a private bus can request their preference at time of enrollment: immersion or eclectic.

**Are seats assigned on the tour bus?**

No. This is arranged at the discretion of the Organizing Teachers. When schools share a tour bus, they usually agree to rotate location or assign seats.

**Can we take photos or videos anywhere we want?**

No. Please use discretion and show respect for the people. It's their country and you're their guest. Act accordingly. Flash pictures are prohibited inside museums and churches. Certain museums and touring sites charge a fee for taking photos or videos.

**Will there be "down time"?**

"Down time" is inevitable in group travel. Expect times when you simply have to wait for the group to be checked in at an airline or hotel. Be prepared, bring a book to read, write in your journal, or simply rest.

**Will there be "free" time during the hotel portion of our program?**

Normally, either your Organizing Teacher or one of your Official Assistants will accompany you. If they do not, all activities must be pre-approved in writing by the Organizing Teacher or an Official Assistant. They must know who is in your group of three or more, specific destination, departing time, and return time.

**Does Interact arrange optional beach activities?**

No. Interact does not plan or sponsor any beach activities in any way or manner. Those who participate in beach activities are advised to use common sense. If you don't have a valid drivers license, you shouldn't rent any type of motorized vehicle. If you have never operated a jet ski before, the foreign country is not the place to start. Participants accept full risk for any damages or injuries.

**PREPARE PROPERLY:** Students must have prior experience or proper training in the United States before being allowed to participate in that activity in a foreign country.

Traveling with students validates why I teach Spanish in the classroom. Providing students the opportunity to reinforce their learning of Spanish while opening their eyes to literally a world of possibilities is so important to me as an educator. You easily earned my trust in helping me to provide my students with these opportunities, while making me feel very cared for before and during each trip that I have planned with Interact.  
Gabrielle Giuliano, IL

Every time I had an office need everyone was wonderful and efficient I have nothing but positive things to say which is a large part of why I continue to use Interact every time. I just finished my 4th trip with your company.  
Jennifer Ries, IA

# HOMESTAY PARTICIPANTS

The SOMOS humanitarian interACTION was amazing. Our students were able to communicate with children of all ages. Phenomenal!  
Jackie Lemire, WI

## Who selects host families?

Our homestay programs originated in 1986. Interact interviews and selects experienced reputable organizations and individual directors who understand our policies and believe in our philosophy and the immeasurable value of a homestay program. Local directors interview, monitor, and assign students-families. Directors maintain around-the-clock communication with both the Organizing Teachers and our Green Bay office. Here's a summary of each homestay:

### **SPAIN : Multiple Cities**

Our most popular homestay cities include Avila, Salamanca, Segovia, Alcala de Henares, Toledo, Granada, Zamora, Bilbao, and Sevilla. All were originated and continue to be supervised by Linguatur, founded in 1971 by Juan Hernandez and family. Each city has its own dedicated native director. Homestay suitable for senior high school students.

### **COSTA RICA - La Guacima:**

Manuel & Clara Cambronero and family have offered this homestay since 1994. The Cambronero family and all the host families live in La Guacima, Alajuela. In this authentic town, everyone speaks Spanish.

### **MEXICO : Merida Yucatan**

Enrique & Rosario Cardenas and family have coordinated our Merida homestay since 1989. Enrique taught at the Technological Institute and earned his Masters degree from Michigan State. Host families are located in the modern Paseo Montejo prolongation ("suburb") area.

### **PANAMA : Altos de Betania**

Marianela Valverde founded ILERI Language School in 1994. ILERI is a small, friendly school located in Altos de Betania, a residential community that is only 5 minutes from Parque Natural Metropolitano.

### **ECUADOR : Quito & Cuenca**

Simon Bolivar was founded under European and Ecuadorian management, Kjetil Haugen and Luisa Cordova, in 1994. The school is officially registered and authorized by the Ministry of Education.

### **PERU : Cusco**

The Santisteban family founded Excel Language Center in 1980. Excel is recognized and accredited by the Ministry of Education in Peru.

### **GUATEMALA : Antigua**

Mario Castellanos founded Tecún Umán in 1983. It has earned a reputation as one of the best schools and is recognized by the Ministry of Education and by INGUAT, the Office of Tourism of Guatemala.

### **ARGENTINA : Buenos Aires**

COINED was founded in 1971 and, today, offers language study-homestay throughout Latin America. Its high school program is unique and provides a total cultural experience in Buenos Aires, commonly referred to as the "Paris of South America"

### **DOMINICAN REPUBLIC : Santo Domingo**

Under the leadership of Severino Polanco, Centro Guanin was founded in 2001. Centro Guanin is known for its equality, brotherhood and spirit of sharing. Dominicans are internationally renowned for their beauty, hospitality, genuine warmth, charm, and mile-wide smiles. Students stay with families in quiet middle class neighborhoods. All transfers are provided..

Really, homestays could not have been better – and those were the worst part of my trip last time with another organization. My impressions were that Interact was very organized. I'm glad we put two students in a home together. That is certainly a strength to the Interact homestay feature. Absolutely two thumbs up!  
Karen Tritt, KS

## HOMESTAY TOURING SCHEDULES

Homestay families were great. We couldn't ask for nicer people. They took good care of our students.  
Kim Ficele-Bowen, WA

**Does our Organizing Teacher serve as our tour guide?**

No. Tours are operated by reputable, bonded foreign tour companies who understand and respect Interact's philosophy and policies.

## HOST FAMILIES

**Do we speak Spanish all the time in the home?**

Of course. The key is communication, not perfection. You'll speak Spanish with your host family and your roommate. Have fun, use gestures, keep a notebook and dictionary at your side.

**How many students stay with each host family?**

Two, although this may vary depending upon the specific city and date of travel. Student roommates must be of the same gender, even if they're related. The Organizing Teacher will have more information concerning living arrangements with host families.

**Do we stay with middle class families?**

Yes. Middle class USA is not the same as middle class abroad. Middle class characterizes our country. We are the wealthiest middle class country in the world. Unfortunately, we frequently fail to recognize this. Part of your experience is to experience life in another culture; enjoy those differences. The more you commit yourself to absorbing the foreign cultures, the more you'll benefit from the experience.

Each homestay location has its own culture and personality. Your teacher will have more details about your specific location. Some are in smaller cities or quiet countryside locations while others are more cosmopolitan. Your homestay experience is short-term but high impact. For a few days, you'll have an opportunity to immerse yourself in a different culture. The overwhelming majority of participants have had a positive experience and many have formed lifelong bonds with their host families.

**Do all families have teenagers or children?**

No.

**Do many families have teenagers or children?**

Yes, but not necessarily teenagers. The majority have younger children and it's not unusual to have older family members staying at home.

**Are our host families trained as tour guides?**

Of course not. This is the greatest misconception about host families. You will be treated as a member of the family and will share in normal family activities. Host families are not responsible for entertaining you. For some families, watching TV is their favorite activity.

**Are homes located close to one another?**

Sometimes, but do not expect this - it can lead to unnecessary disappointment and undue worry. All homes are safe and secure.

**Anything else?**

Yes. Many host families will be more sensitive than what you're accustomed to. Be sensitive to their feelings and customs and practice extreme politeness. Responding negatively to an invitation and expressing disgust or dislike towards aspects of your host family's culture is considered rude.

A HUGE thank you to all of you at Interact for again providing us with a wonderful trip and the opportunity to travel. I am beyond blessed to have a job in which I "have" to take a trip every two years. You are all skilled at what you do, and I constantly remind the nervous parents that you would not be able to make this your family's business if you weren't as good as I say you are! We are already planning for our next trip!  
Wendy Bixby, WI

# HOMESTAY FREQUENTLY ASKED QUESTIONS

- Should we bring a gift?** It's a wonderful gesture although it's not required or expected. If you do, bring an inexpensive, easy-to-pack, unbreakable gift that is appropriate for the entire family. Please do not bring age or gender specific gifts. Every family member may not be at home during your visit. History books are appreciated about your city, county or state. School, university, or professional sports logo items such as mugs, plates, or towels have been popular.
- Will we see our Organizing Teacher during homestay?** Yes, daily. Teachers accompany throughout. Additionally, in the unlikely event of an emergency situation, your homestay directors maintain around-the-clock communication with your teacher.
- Does the Organizing Teacher participate in homestay?** Generally, yes. In some locations, teachers may stay in a guest apartment or nearby hotel. Regardless, the Organizing Teacher and Official Assistants maintain the same high quality, daily contact with their students.
- Will my family eat together?** Generally, yes, meal time is more leisurely and more social than what we're accustomed to in our country. However, a lot depends upon the specific country, local customs, and touring schedule. In some locations, both parents work and both may not be home for each meal. As an example, in Spain, families are accustomed to eating dinner after 10pm. Because our students are there for only a few days, it is nearly impossible to make this cultural adjustment and remain healthy; therefore, it's common for Spanish families to serve the student dinner at an earlier hour.
- What if my host family offers wine or beer with the meal?** Host families receive a copy of our policies in Spanish and agree to abide by them. However, if this should ever occur, politely tell them "no, gracias." That should be the end of the situation. If it is not, contact your Organizing Teacher immediately so that the situation can be addressed and corrected.
- Will we need our own towels?** 95% of your host families provide them. Regardless, we recommend that you bring your own. Washcloths are virtually unknown outside of our country.
- Will my host "MOM" pick up after me like my real "MOM"?** No way. You are expected to keep your room clean and tidy. Ask for guidelines before washing clothes in the sink or tub. Certain detergents will damage the plumbing.
- Is there anything else that will help me prepare better?**
1. Many host families work Monday-Saturday. This means access to your home may be limited during the day.
  2. Because the majority of our participants live in the Midwest, we're not accustomed to the tropics. Those who live in tropical areas such as Florida, California, and Arizona are used to seeing chameleons in their homes (you'll even find them in luxury hotels). Please understand that chameleons or tiny tropical insects are part of the tropics - they are not a sign of uncleanness.
  3. Take fewer showers (or baths) before departure. Take a cold shower or two.
  4. Keep a personal journal.
  5. Each school should consider keeping a group journal.

Our last trip was absolutely amazing. It was my first with a host family and it was so much more incredible that way! I got to have deeper and real conversations with my hosts about everything under the sun in a way that pulled me out of the "tour group guy" and made me more like "serious international traveler ready to devour knowledge guy."  
Jeff Gerenscer, WI

# IMPORTANT INFORMATION

## AGREEMENT & RELEASE (the "Agreement")

1. I AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD INTERACT TRAVEL, INC. ("ITI") AND ITS AGENTS AND EMPLOYEES, MY LOCAL SCHOOL AND SCHOOL DISTRICT, AND THE ORGANIZING TEACHERS AND/OR OFFICIAL ASSISTANTS HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES AND OTHER COSTS OF LITIGATION) ARISING FROM OR IN ANY WAY CONNECTED WITH: (A) MY PARTICIPATION IN AN ITI PROGRAM, (B) MY BREACH OR VIOLATION OF THIS AGREEMENT, OR (C) ANY ACT OR OMISSION THAT I COMMIT OR ENGAGE IN WHILE PARTICIPATING IN AN ITI PROGRAM, EXCEPT TO THE EXTENT THAT ANY SUCH CLAIMS OR CAUSES OF ACTION ARISE SOLELY FROM ITI'S GROSS NEGLIGENT OR WILLFUL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, I AGREE THAT ITI'S LIABILITY, IF ANY, UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY ME FOR THE PROGRAM. I FURTHER AGREE THAT ITI ASSUMES NO RESPONSIBILITY FOR LOSS OF MY PASSPORT, AIRLINE TICKETS, OR OTHER TRAVEL DOCUMENTS, LOSS OR DAMAGE TO MY LUGGAGE OR PERSONAL BELONGINGS. IN NO EVENT SHALL ITI BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SUCH AS WITHOUT LIMITATION, LOST PROFITS OR WAGES. Each program begins with the takeoff of the international flight and ends upon completion of the return flight to the United States. ITI is not responsible for events beyond its control, such as acts of God, war, terrorism, strikes or government restrictions or delay caused by persons not controlled by ITI, such as airlines, bus companies, railways, and hotels. ITI reserves the right to terminate any participant's program at any time for reasons which appear to be valid. ITI SHALL HAVE THE RIGHT, WITHOUT ADVANCE NOTIFICATION TO MY PARENTS, WITHOUT ESCORT OR REFUND, AND AT MY OR MY PARENTS' EXPENSE, TO SEND ME HOME IF I AM UNDER THE AGE OF 21 AND I DRINK, SAMPLE ALCOHOLIC BEVERAGES, USE ILLEGAL DRUGS OR VIOLATE ITI'S CODE OF CONDUCT STATED AT PAGE 3 OF THE PREGUNTAS STUDENT BOOKLET. ITI DOES NOT ACCEPT PARENTAL PERMISSION FORMS AUTHORIZING THEIR SON/DAUGHTER TO DRINK OR SAMPLE ALCOHOLIC BEVERAGES. FURTHERMORE, I AM ADVISED THAT THEFT OR USE AND/OR POSSESSION OF ILLEGAL DRUGS CONSTITUTES A VIOLATION LOCAL, STATE, FEDERAL OR FOREIGN LAW AND MAY BE PUNISHABLE BY IMMEDIATE IMPRISONMENT. CONSULAR INTERVENTION WILL NOT BRING ABOUT THE RELEASE OF THE OFFENDER.

2. I agree that this is a supervised program and I am subject to the authority of my Organizing Teacher at all times. I further agree that ITI has the right to enforce the Code of Conduct stated at page 3 of the Preguntas Student Booklet, which is incorporated into this Agreement by reference. In addition, I agree to stay in my assigned hotel room/home from 10 p.m. - 7 a.m. unless I am with my Organizing Teacher, host family, or unless an emergency exists. I understand and agree that if I fail to abide by any of these policies, a collect phone call will be made to my parents by the Organizing Teacher or ITI. If ITI deems it appropriate, I agree that ITI may send me home without escort, at my or my parent's expense, with no refund granted.

3. I understand that if I am expelled from school or otherwise disciplined by my teacher, my school or by local authorities, or if I am charged with or convicted of any crime, or if I fail to meet any oral or written requirements for participation in the program as set forth by ITI, my teacher or school, I will be declared ineligible to participate in the ITI program and I will be subject to ITI's standard cancellation policy described below under the section entitled: "CANCELLATION/REFUND POLICY".

4. If I become ill or incapacitated, I agree that ITI may take whatever action it deems necessary to preserve my health and safety including, without limitation, obtaining medical treatment for me at my expense, and/or transporting me at my own or my parents' expense back to my home for medical treatment. ITI is not responsible for the quality and timeliness of any such medical treatment received by me. I agree to pay any extra expenses incurred on my behalf by ITI for medical or other related reasons. If ITI has paid such expenses, I will reimburse them immediately upon my return. I also agree to reimburse ITI for all costs of collection, including reasonable attorneys fees and costs, relating to payment of medical expenses or any other amount due under this Agreement.

5. I agree that ITI is not responsible for my well-being when I am absent from ITI-supervised activities. I shall be exclusively liable for any financial obligations I may incur or any damage or injury I may cause while participating in an ITI program.

6. I agree that any social media or video likenesses taken of me while participating in an ITI program and any of my comments or statements may be used in future materials published or produced by ITI.

7. I certify that I am in good physical and mental health and that I have no special medical or physical conditions, nor any special needs or requirements, which would impede participation in the program, nor be of any harm or inconvenience to myself or the other participants.

8. I agree that I am solely responsible for obtaining and carrying proper travel documents, and if I am not a U.S. citizen, the appropriate visas for countries I am to visit. Further, I shall hold ITI harmless if I am unable to obtain the necessary documents for participation in the program. I understand that inability to obtain these visas or other documents does not constitute grounds for withdrawal with full refund; the standard cancellation will apply as listed the section below entitled "CANCELLATION/REFUND POLICY".

9. I grant to ITI the right to select a replacement for my Organizing Teacher if he/she is unable or unwilling to participate in the program.

10. I understand that if events outside ITI's control require a change in the student fee that my Organizing Teacher will receive written notification with available options and deadlines.

11. I agree that ITI reserves the right to determine airlines and flight routings.

12. I agree that ITI and/or the air carrier have the right to substitute airlines, to make changes in equipment, in the published itinerary, in the departure and arrival dates, times, or cities, or to alter the itinerary and I agree to accept any such changes. No refunds will be made in the event of changes in the itinerary occurring prior to or after departure.

13. I understand that all information pertaining to my program, including statements and air tickets, are emailed directly to my Organizing Teacher.

14. This Agreement may not be modified except in writing signed by an authorized ITI representative. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. All disputes, claims for relief, causes of actions, or counterclaims regarding the enforcement or interpretation of this Agreement shall be initiated and prosecuted exclusively in the state or federal courts having jurisdiction over Brown County, Wisconsin. I consent to the jurisdiction and venue of such courts and expressly waive all objections based on the doctrines of personal jurisdiction or forum non conveniens. I KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVE MY CONSTITUTIONAL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTES, CLAIMS FOR RELIEF, CAUSES OF ACTIONS, OR COUNTERCLAIMS THAT MAY ARISE UNDER THIS AGREEMENT AND AGREE THAT ANY LITIGATION BETWEEN THE PARTIES CONCERNING THIS AGREEMENT SHALL BE HEARD BY A COURT OF COMPETENT JURISDICTION SITTING WITHOUT A JURY. I HEREBY CONFIRM THAT I HAVE REVIEWED THE EFFECT OF THIS WAIVER OF JURY TRIAL WITH COMPETENT LEGAL COUNSEL OF MY CHOICE, OR HAVE BEEN AFFORDED THE OPPORTUNITY TO DO SO PRIOR TO SIGNING THIS AGREEMENT.

15. I understand that ITI does not investigate or actively monitor the Organizing Teacher and Official Assistants. Instead, I shall perform any investigations, background checks, interviews and the like that I determine, in my sole discretion, are necessary prior participating in an ITI program. ITI HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING ANY ORGANIZING TEACHER AND OFFICIAL ASSISTANTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING THE CHARACTER OR BACKGROUND OF AN ORGANIZING TEACHER AND OFFICIAL ASSISTANTS.

16. No claim, regardless of form, arising out of or in connection with this Agreement, may be brought against ITI more than ninety (90) days after the date on which the cause of action accrued.

17. All of the terms and conditions of the ITI Preguntas Student Booklet are incorporated herein by reference and made a part of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms of the ITI Preguntas Student Booklet, the terms and conditions of the Agreement shall govern and control.

18. I acknowledge and agree that my participation in the ITI program shall be automatically cancelled if I miss any payment deadline. Time is of the essence with respect to all payment deadlines.

## CANCELLATION/REFUND POLICY

If I wish to voluntarily cancel my participation in the ITI program, I must notify ITI in writing of such cancellation: [interact@interact-travel.com](mailto:interact@interact-travel.com). The cancellation date is determined by the date that ITI receives my cancellation.

### CANCELLATION WITH IMMEDIATE REPLACEMENT:

Cancellation with Immediate Replacement is available through 125 days prior to departure. ITI's official form should be obtained from the Organizing Teacher. I will be entitled to a refund, less a \$200 processing fee, if I am able to find a replacement participant suitable to the Organizing Teacher. I understand that I am solely responsible for locating a suitable replacement.

### STANDARD CANCELLATION (NO REPLACEMENT)

If I am unable to find a suitable replacement participant, the following shall apply:

1. \$450 is non-refundable & non-transferable through 125 days prior to departure.
2. From 125 days prior to departure through 50 days prior to departure: \$850 is non-refundable & non-transferable; optional tour fees are also non-refundable & non-transferable. Possible airline, touring, and hotel penalties are additional.
3. Less than 50 days prior to departure: no refund.



**PORTAGE PUBLIC SCHOOLS  
BOARD OF EDUCATION – COMMITTEE OF THE WHOLE WORK SESSION  
CONFERENCE ROOM 1 – ADMINISTRATION BUILDING  
MARCH 11, 2019, 6:30 P.M.**

**Note Page**

**VI. Discussion Items**

1. March 25, 2019 Regular Business Meeting

**Recommended Motion:**

**Motion offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to move the discussion item regarding the March 25, 2019 Regular Business Meeting from discussion to action.**

**Recommended Motion:**

**Motion offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to cancel the March 25, 2019 Regular Business Meeting of the Board of Education.**

**PORTAGE PUBLIC SCHOOLS  
BOARD OF EDUCATION – COMMITTEE OF THE WHOLE WORK SESSION  
CONFERENCE ROOM 1 – ADMINISTRATION BUILDING  
MARCH 11, 2019, 6:30 P.M.**

**Note Page**

**VII. Action Items**

1. Recommendation for NMS Demolition Contractor (OP 6320)

**Recommended Motion:**

**Motion offered by \_\_\_\_\_, seconded by \_\_\_\_\_, that the Board of Education authorize Owen-Ames-Kimball Co. to issue Notices of Pending Award, in the amounts indicated for the North Middle School demolition, to contractors listed in the Bid Summary Sheet; and furthermore, that upon receipt by Owen-Ames-Kimball Co. of the appropriate documentation, a contract will be awarded to this contractor by Portage Public Schools, as presented.**

FROM: Ron Herron, Assistant Superintendent of Operations  
CC: Mark Bielang, Superintendent  
Paula Johnson, Director of Finance  
Tom Stanek, Owen-Ames-Kimball Co. (OAK)  
DATE: February 21, 2019  
SUBJECT: North Middle School Demolition Recommendation (Bid Package#3)

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### **Recommendation**

I recommend the Board of Education authorize Owen-Ames-Kimball Co. to issue Notices of Pending Award, in the amounts indicated for the North Middle School demolition, to contractors listed on the Bid Summary Sheet. Furthermore, that upon receipt by Owen-Ames-Kimball Co. of the appropriate documentation, a contract will be awarded to this contractor by Portage Public Schools, as presented.

### **Background Information**

Work and budget allocation NMS demolition is a part of Bid Package #3. At the time this bid package was bid out we choose to maintain a demolition allocation within the project for this work and to bid this out at a later date. We believed that bidding this closer to when work was to be done would increase the number of bidders and create a more favorable bid result. This went out to bid on January 25<sup>th</sup>, 2019. Owen-Ames-Kimball Co. (OAK) advertised on their SmartBid data base, the District's Website, Builders Exchange and the State of Michigan's procurement website, Sigma. We hosted pre-bid walkthrough meetings on February 4<sup>th</sup> 2019. We had approximately 9 contractors participate. We accepted bids on February 14, 2019. The bids were read aloud that included the proper bid bonds and acknowledgement of the schedule.

Since the bid openings, our team of OAK, Walbridge and PPS staff members executed the proper post bid interview for this project. This process was designed to select the bidder with the lowest qualified bid to complete the work scope of each category, having each contractor validate bid pricing, ability to meet schedules with qualified resources, confirmation of work scope and any unique complexities of the projects. At this time we also expressed the high level of expectations the Owner/ Owners Rep/ Construction Management team has for this project.

We are confident that this process has helped us identify the lowest qualified responsible contractors for Board consideration and approval. Approval of this recommendation will allow us to execute contract agreements and proceed with the work per the scheduled start times in June 2019.

We will entertain any question you may have concerning this recommendation.



**BID CATEGORY NO. 1 - Demolition**

CONTRACTOR	Bid Bond	Addendum	BASE BID	Alternates	NOTES
<b>Melching</b> Muskegon, MI	Y	1	\$358,000		
<b>Pitsch Company</b> Grand Rapids, MI	Y	1	\$465,000		
<b>Homrich</b> Caleton, MI	Y	1	\$523,000		
<b>Dore &amp; Associates Contracting Inc</b> Bay City, MI	Y	1	\$548,600		
<b>SC Environmental Services LLC</b> Lansing, MI	Y	1	\$588,191		
<b>Indiana Earth Inc</b> Osceola, IN	Y	1	\$689,600		
<b>D&amp;R Demolition</b> Napoleon, MI	Y	1	\$777,750		
<b>Universal Consolidated Demolition</b> Roseville, MI	Y	1	\$949,969		
<b>Bierlein Companies Inc</b> Midland, MI	Y	1	\$1,888,881		

**PORTAGE PUBLIC SCHOOLS  
BOARD OF EDUCATION – COMMITTEE OF THE WHOLE WORK SESSION  
CONFERENCE ROOM 1 – ADMINISTRATION BUILDING  
MARCH 11, 2019, 6:30 P.M.**

**Note Page**

**VII. Action Items**

2. Recommendation for Northern Natatorium (OP 6320)

**Recommended Motion:**

**Motion offered by \_\_\_\_\_, seconded by \_\_\_\_\_, that the Board of Education authorize Owen-Ames-Kimball Co. to issue Notices of Pending Award, in the amounts indicated for the Northern Natatorium, to contractors and suppliers listed in the Bid Summary Sheets; and furthermore, that upon receipt by Owen-Ames-Kimball Co. of the appropriate documentation, contracts will be awarded to these contractors and suppliers by Portage Public Schools, as presented.**

FROM: Ron Herron, Assistant Superintendent of Operations  
CC: Mark Bielang, Superintendent  
Paula Johnson, Director of Finance  
Tom Stanek, Owen-Ames-Kimball Co. (OAK)  
DATE: February 21, 2019  
SUBJECT: Bond Bid Package #4b (revised)

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### **Recommendation**

I recommend the Board of Education authorize Owen-Ames-Kimball Co. to issue Notices of Pending Award, in the amounts indicated for the Northern Natatorium, to contractors and suppliers listed on the Bid Summary Sheets. Furthermore, that upon receipt by Owen-Ames-Kimball Co. of the appropriate documentation, contracts will be awarded to these contractors and suppliers by Portage Public Schools, as presented.

### **Background Information**

#### **Recommendation 4a**

Bid Package #4a included Portage West Middle School and Portage Community Education Center renovation projects. This went out to bid on December 17<sup>th</sup>, 2018. Owen-Ames-Kimball Co. (OAK) advertised on their SmartBid data base, the District's Website, Builders Exchange and the State of Michigan's procurement website Sigma. We hosted pre-bid meetings on January 2<sup>nd</sup> for CEC and January 3<sup>rd</sup> for WMS, 2019 respectively. We had approximately 30 contractors participate. During the bid phase, OAK continued to reach out to contractors to gauge bid coverage per bid package.

We accepted bids on January 10<sup>th</sup>, 2019. The bids were read aloud that included the proper bid bonds and acknowledgement of the schedule.

#### **Recommendation 4b**

Bid Package #4b is for the Northern High Natatorium project. This went out to bid on January 15, 2019. Owen-Ames-Kimball Co. (OAK) advertised on their SmartBid data base, the District's Website, Builders Exchange and the State of Michigan's procurement website Sigma. We hosted pre-bid meetings for the Natatorium on January 23, 2019. Again we had approximately 30 Contractors participate. During the bid phase, OAK continued to reach out to contractors to gauge bid coverage per bid package.

We accepted bids on February 5, 2019. The bids were read aloud that included the proper bid bonds and acknowledgement of the schedule.

Since the bid openings, our team of OAK, C2AE, Walbridge and PPS staff members executed the proper post bid interviews for each bid category for these projects. This process was designed to select the bidder with the lowest qualified bid to complete the work scope of each category, having each contractor validate bid pricing, ability to meet schedules with qualified resources, confirmation of work scope and any unique complexities of the projects. During this time we also expressed the high level of expectations the Owner/ Owners Rep/Architect/Construction Management team has for these projects and the contractor's performance.

We are confident that this process has helped us identify the lowest qualified responsible contractors for Board consideration and approval. The interviews were performed over multiple days until the team was confident in bringing this list of recommendations to the Board.

Note that in all work categories we will be awarding contracts to the lowest qualified responsible bid.

We were pleased with both bid processes. For bid package 4a projects we had 118 bids. Approximately 80% of bids were from contractors within a one hour drive time radius. We averaged almost 4 bids submitted per bid category. For bid package 4b we had 83 bids. Approximately 80% were from contractors within one hour drive time radius. We averaged 2.8 bids submitted per bid category.

As it relates to the cost allocation projections for these projects, awards in these work categories resulted for combined bid packs **4a & b**, project variance is (\$347,625).

Breakdown as followed:

(West Middle School)

• Construction Contract Allocation - Funds Available	\$10,004,205
• <u>Award Recommendation</u>	\$8,324,394
<b>Project Variance – (Under)/Over Funds Available</b>	<b>(\$1,679,811)</b>

(Community Education Center)

• Construction Contract Allocation - Funds Available	\$953,086
• <u>Award Recommendation</u>	\$ 689,432
<b>Project Variance – (Under)/Over Funds Available</b>	<b>(\$263,654)</b>

(Northern Natatorium)

• Construction Contract Allocation - Funds Available	\$11,005,132
• <u>Award Recommendation</u>	\$12,600,972
• <b>Project Variance – (Under)/Over Funds Available</b>	<b>(-1,595,840)</b>
○ <b>Enhancements related to project allocation overage</b>	
▪ <b>Increase code requirements</b>	
▪ <b>Additional Pre-function Space</b>	

- **North Middle Parking Lot**
- **Aesthetic improvements to retention basin**
- **Increased Site Drainage**

This analysis for Bid #4b can be found on the attached bid tabulation summary information.

We are pleased with the overall results. Although 4b is over allocation we were able to achieve necessary site enhancements for the project. The team has worked hard to assure completeness of these recommendations to the Board.

Approval of this recommendation will allow us to execute contract agreements and proceed with the work in these categories per the scheduled start times and move an additional \$347,625 in unallocated contingency.

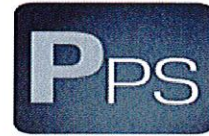


Portage Public Schools  
Northern Natatorium  
Bid Summary Sheet - **March 4, 2019**  
Construction Manager: Owen-Ames-Kimball Co.

I move that Owen-Ames-Kimball Co. be authorized to issue Notices of Pending Award, in the amounts indicated, to contractors and suppliers listed below, pending confirmation that all requirements of the Contract Documents have been met. Furthermore, that upon receipt by Owen-Ames-Kimball Co. of the appropriate documentation, contracts be awarded to these contractors and suppliers by Portage Public Schools.

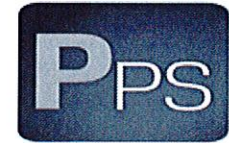
	Bid Category	Contractor	Base Bid	Alternate 1 - Replace existing site lighting poles and fixtures with new fixtures and poles indicated	Alternate 2 - Add for CO2 Systems	Alternate 3 - Add for powder coated grab rails and handrails	Alternate 4 - Add for powder coated backstroke and recall posts	Alternate 5 - Add for power coated dive stand rails	Alternate 7 - Add for four (4) portable pace clocks	Voluntary Alternate 1 - Install (2) Auto Door Operators	Voluntary Alternate 2 - Conduit for Electrical Duct Bank	Adjustment 1 - Square D Electrical Gear	TOTAL	Location of Contractor
1	Earthwork	Lounsbury Excavating	295,000										295,000	Paw Paw, MI
2	Asphalt Pavements	Lakeland Asphalt Corporation	97,975										97,975	Springfield, MI
3	Landscaping	Twin Lakes Nursery	26,940										26,940	Grand Rapids, MI
4	Concrete	Proline Concrete	510,983										510,983	Dorr, MI
5	Precast Structural Concrete	Kerkstra Precast	598,000										598,000	Grandville
6	Masonry	Burggrabe Masonry	1,240,590										1,240,590	Belding, MI
7	Metals	Schweitzer Incorporated	336,291										336,291	Battle Creek, MI
8	General Trades	Hazelhoff Builders	105,500										105,500	Kalamazoo, MI
9	Metal Wall Panels	Reliable Sheet Metal, Inc.	192,000										192,000	Byron Center, MI
10	Roofing	J. Stevens Construction	302,500										302,500	Muskegon, MI
11	Joint Sealants	CJ's Coatings/Sealants	10,514										10,514	Hudsonville, MI
12	Doors, Frames & Hardware	SA Morman & Company	48,590							800			49,390	Portage, MI
13	Overhead Doors	Bareman & Associates	6,440										6,440	Jenison, MI
14	Aluminum, Glass & Glazing	Midwest Glass & Mirror	289,340										289,340	Stevensville, MI
15	Lath, Plaster, Drywall, Acoustical (LPDA)	Bouma-Betten Construction	261,650										261,650	Portage, MI
16	Flooring	Central Tile & Terrazzo Co.	364,587										364,587	Kalamazoo, MI
17	Painting	TBD	250,000										250,000	TBD
18	Signage	Universal Sign	8,888										8,888	Grand Rapids, MI
19	Toilet Compartments	SA Morman & Company	17,005										17,005	Grand Rapids, MI
20	Toilet and Bath Accessories	SA Morman & Company	20,370										20,370	Portage, MI
21	Lockers	Rayhaven Group, Inc.	39,313										39,313	Grand Rapids, MI
23	Competition Swimming Pool	Baruzzini Construction	2,376,439		2,800	1,100	900	1,035	6,688				2,388,962	Brighton, MI
24	Elevators	KONE Elevator	115,400										115,400	Grand Rapids, MI
25	Fire Protection	TBD	90,676										90,676	TBD
26	DDC Controls	ControlNET	138,500										138,500	Hudsonville, MI
27	Mechanical/Plumbing	R W LaPine	1,595,000										1,595,000	Kalamazoo, MI
28	Testing and Balancing	Aireconomics	5,330										5,330	Grand Rapids, MI
29	Electrical	Circuit Electric	962,450	15,850							17,450	12,000	1,007,750	Kalamazoo, MI
30	Communications	Parkway Electric & Communication	106,590										106,590	Holland, MI
31	Electronic Safety and Security	Presidio Networked Solutions Group	23,487										23,487	Caledonia, MI
	<b>Total</b>		<b>10,436,348</b>	<b>15,850</b>	<b>2,800</b>	<b>1,100</b>	<b>900</b>	<b>1,035</b>	<b>6,688</b>	<b>800</b>	<b>17,450</b>	<b>12,000</b>	<b>10,494,971</b>	
													<b>Over(Under) Funds Available</b>	<b>1,595,840</b>

Portage Public Schools  
 Northern Natatorium  
 Owen-Ames-Kimball Co., Construction Manager  
 Bid Opening: Tuesday, February 5 at 4:00 PM



<b>BID CATEGORY NO. 1 - EARTHWORK</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
Lounsbury Excavating - Paw Paw	Y	1,2	\$295,000		Contractor from Central Natatorium
Cripps Fontaine Excavating - Kalamazoo	Y	1,2	\$458,000		
Quality Excavators - Marshall	Y	1,2	\$580,215		

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<b>BID CATEGORY NO. 2 - Asphalt Pavements</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
Lakeland Asphalt Corp - Springfield	Y	1,2	\$97,975		Contractor from Central Natatorium
Michigan Paving & Materials - Kalamazoo	Y	1,2	\$108,500		
Rieth-Riley Construction - Kalamazoo	Y	1,2	\$134,000		

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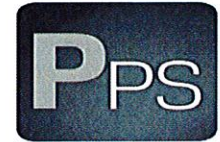
<b>BID CATEGORY NO. 3 - Landscaping</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
<b>Twin Lakes Nursery - Grand Rapids</b>	Y	1,2	\$26,940		
<b>S&amp;T Lawn Service - Kalamazoo</b>	Y	1,2	\$33,200		See Clarifications
<b>Landscaping Plus - Kalamazoo</b>	Y	1,2	\$41,365		
<b>Naylor Landscape Management - Kalamazoo</b>	Y	1,2	\$41,699		

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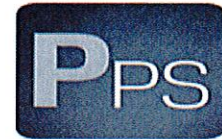
<b>BID CATEGORY NO. 4 - Concrete</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
<b>Proline Concrete - Dorr</b>	Y	1,2	\$510,983		Contractor from Central Natatorium
<b>Burgess Concrete - Moline</b>	Y	1,2	\$556,000		
<b>Schepers Concrete - Grand Rapids</b>	Y	1,2	\$586,146		
<b>Choice Concrete Construction - Clarksville</b>	Y	1,2	\$595,330		Voluntary Alternate
<b>VanLaan Concrete Construction - Dutton</b>	Y	1,2	\$602,830		

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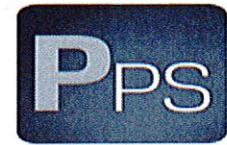
<b>BID CATEGORY NO. 5 - Precast</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
Mack Industries - Kalamazoo	Y	1,2	\$512,800		
Kekstra Precast - Grandville	Y	1,2	\$598,000		Contractor from Central Natatorium

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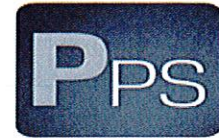
<b>BID CATEGORY NO. 6 - Masonry</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
<b>Burggrabe Masonry - Belding</b>	Y	1,2	\$1,240,590		Contractor from Central Natatorium
<b>Bracy and Jahr - Quincy</b>	Y	1,2	\$1,725,000		

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<b>BID CATEGORY NO. 7 - Metals</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
Schweitzer Incorporated - Battle Creek	Y	1,2	\$336,291		
Division 5 Metalworks - Kalamazoo	Y	1,2	\$394,615		
FCC Construction - Caledonia	Y	1,2	\$475,000		
Structural Standards - Sparta	Y	1,2	\$496,550		
Van Dellen Steel - Caledonia	Y	1,2	\$518,700		

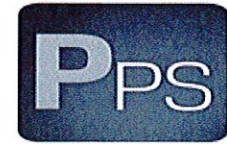
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**BID CATEGORY NO. 8 - GENERAL TRADES**

CONTRACTOR	Bid Bond	Addendum	BASE BID	Alternates	NOTES
Hazelhoff Builders - Kalamazoo	Y	1,2	\$105,500		Contractor from Central Natatorium

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<b>BID CATEGORY NO. 9 - METAL WALL PANELS</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
<b>Reliable Sheet Metal - Byron Center</b>	Y	1,2	\$192,000		Contractor from Central Natatorium
<b>Wolverine Enclosures - Allegan</b>	Y	1,2	\$229,390		Voluntary Alterantes
<b>Universal Wall Systems - Grand Rapids</b>	Y	1.2	\$322,000		

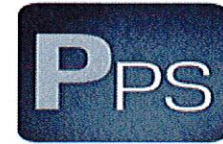
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**BID CATEGORY NO. 10 - ROOFING**

CONTRACTOR	Bid Bond	Addendum	BASE BID	Alternates	NOTES
J. Stevens Construction - Muskegon	Y	1,2	\$302,500		
McDonald Roofing - Jackson	Y	1,2	\$316,366		
Great Lakes Systems - Jenison	Y	1,2	\$322,560		
Division 7 - Building Contractors - Kalamazoo	Y	1,2	\$322,564		
Versatile Roofing Systems - Grant	Y	1	\$344,360		
Modern Roofing - Dorr	Y	1,2	\$375,414		Voluntary Alternates
Hoekstra Roofing - Kalamazoo	Y	1.2	\$530,713		Voluntary Alternates

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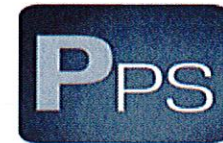
<b>BID CATEGORY NO. 11 - JOINT SEALANTS</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
<b>CJ's Coatings/Sealants - Hudsonville</b>	Y	1,2	\$10,514		
<b>Slager Restoration &amp; Sealants - Vandalia</b>	Y	1,2	\$12,605		Voluntary Alternate
<b>Premier Caulking - Grand Rapids</b>	Y	1,2	\$20,000		

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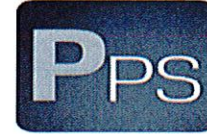
<b>BID CATEGORY NO. 12 - DOORS, FRAMES &amp; HARDWARE</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
				<b>Voluntary Alternate - Install (2) Auto Door Operators</b>	
<b>S A Morman - Portage</b>	Y	1,2	\$48,590	\$800	Contractor from Central Natatorium

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<b><u>BID CATEGORY NO. 13 - OVERHEAD DOORS</u></b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
Bareman & Associates - Jenison	Y	1,2	\$6,440		

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<b>BID CATEGORY NO. 14 - Aluminum, Glass &amp; Glazing</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
<b>Midwest Glass and Mirror - Stevensville</b>	Y	1,2	\$289,340		Contractor from Central Natatorium
<b>Double O - Grand Rapids</b>	Y	1,2	\$329,775		
<b>Reliable Glass Installers - Kalamazoo</b>	Y	1,2	\$363,470		

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<b>BID CATEGORY NO. 15 - LPDA</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
<b>Bouma-Betten Construction - Portage</b>	Y	1,2	\$261,650		Contractor from Central Natatorium
<b>Schepers Brothers - Grand Rapids</b>	Y	1,2	\$323,294		
<b>Ritsema Associates - Kalamazoo</b>	Y	1,2	\$325,400		

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**BID CATEGORY NO. 16 - Flooring**

CONTRACTOR	Bid Bond	Addendum	BASE BID	Alternates	NOTES
Central Tile & Terrazzo - Kalamazoo	Y	1,2	\$364,587		Contractor from Central Natatorium
Welch Tile and Marble - Kent City	Y	1,2	\$378,790		

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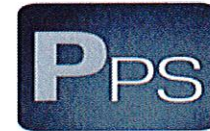
<b>BID CATEGORY NO. 17 - Painting</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
<b>K &amp; A Commercial and Industrial Painting - Cedar Springs</b>	Y	1,2	\$128,125		
<b>PMV Custom Finishes - Portage</b>	Y	1,2	\$164,192		Voluntary Alternates
<b>H &amp; H Painting Company - Kalamazoo</b>	Y	1,2	\$240,670		Voluntary Alternate
<b>Bijl Painting - Comstock Park</b>	Y	1,2	\$296,074		Voluntary Alternate

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<b>BID CATEGORY NO. 18 - Signage</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
<b>Universal Sign - Grand Rapids</b>	Y	1,2	\$8,888		
<b>Praise Sign Company - Grandville</b>	Y	1,2	\$9,245		
<b>Valley City Sign - Comstock Park</b>	Y	1,2	\$9,268		
<b>Summit Advertising - Ada</b>	CK	1,2	\$9,353		
<b>Visual Entities - Grand Rapids</b>	Y	1,2	\$10,076		

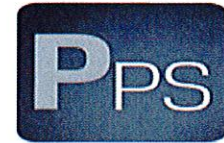
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**BID CATEGORY NO. 19 - Toilet and Shower Compartments**

CONTRACTOR	Bid Bond	Addendum	BASE BID	Alternates	NOTES
S A Morman - Portage	Y	1,2	\$17,005		
Rayhaven Group - Kentwood	Y	1,2	\$19,228		
LG2 LLC - Wyoming	Y	1,2	\$19,573		

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<b><u>BID CATEGORY NO. 20 - Toilet and Bath Accessories</u></b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
S A Morman - Portage	Y	1,2	\$20,370		
Rayhaven Group - Kentwood	Y	1,2	\$27,028		

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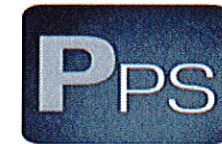
<b>BID CATEGORY NO. 21 - Lockers</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
Rayhaven Group - Grand Rapids	Y	1,2	\$39,313		Contractor from Central Natatorium
Brainard Enterprises - Rockford	Y	1,2	\$47,894		Voluntary Alternates



**BID CATEGORY NO. 23 - Competition Swimming Pools**

CONTRACTOR	Bid Bond	Addendum	BASE BID	Alternate No. 2 - Add for CO2 Systems	Alternate No. 3 - Add for powder coated grab rails and handrails	Alternate No. 4 - Add for powder coated backstroke and recall posts	Alternate No. 5 - Add for power coated dive stand rails	Alternate No. 7- Add for four (4) portable pace clocks	NOTES
Baruzzini Contracting - Brighton	Y	1,2	\$2,376,439	\$2,800	\$1,100	\$900	\$1,035	\$6,688	Contractor from Central Natatorium
Capri Pool & Aquatics - Edwardsville	Y	1	\$2,464,000	\$6,870	\$1,083	\$679	\$395	\$4,000	

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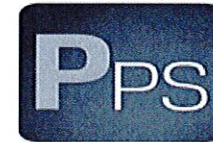
<b>BID CATEGORY NO. 24 - Elevators</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
<b>ThyssenKrupp - Grand Rapids</b>	Y	1,2	\$87,000		This Bid is a Voluntary Alternates Not Accepted
<b>KONE Elevator - Grand Rapids</b>	Y	1,2	\$115,400		Contractor from Central Natatorium

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<b>BID CATEGORY NO. 25 - Fire Protection</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
<b>Total Fire Protection - Grand Rapids</b>	Y	1,2	\$80,500		
<b>Blaze Fire Protection - Sparta</b>	Y	1,2	\$84,200		
<b>Brigade Fire Protection - Belmont</b>	Y	1,2	\$90,676		

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<b>BID CATEGORY NO. 26 - DDC Control System</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
<b>ControlNet - Grand Rapids</b>	Y	1,2	\$138,500		Contractor from Central Natatorium

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<b>BID CATEGORY NO. 27 - Mechanical/Plumbing</b>					
<b>CONTRACTOR</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>BASE BID</b>	<b>Alternates</b>	<b>NOTES</b>
R W Lapine - Kalamazoo	Y	1,2	\$1,595,000		Major Sub contractor from Central Natatorium
DHE Plumbing and Mechanical - Grandville	Y	1,2	\$1,674,000		

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**BID CATEGORY NO. 28 - Testing and Balance**

CONTRACTOR	Bid Bond	Addendum	BASE BID	Alternates	NOTES
Aireconomics - Grand Rapids	CK	1	\$5,330		
Control Solutions - Byron Center	CK	1,2	\$6,450		
Third Cost Test and Balance - Grand Rapids	CK	1,2	\$8,890		



**BID CATEGORY NO. 29 - Electrical**

CONTRACTOR	Bid Bond	Addendum	BASE BID	Alternates			NOTES
				Alternate No. 1 - Replace existing site lighting poles and fixtures with new fixtures and poles indicated	Alternate No. 2 - Add for CO2 Systems	Voluntary Alternate - Supply and Install Service PVC Pipe	
Circuit Electric - Kalamazoo	Y	1,2	\$962,450	\$15,850		\$17,450	
Allied Electric - Grand Rapids	Y	1,2	\$1,013,000	\$8,770	\$1,120		
Hi-Tech Electric Company - Portage	Y	1,2	\$1,031,000	\$13,000			
Buist Electric - Kalamazoo	Y	1,2	\$1,115,000	\$19,100			

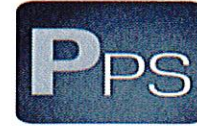
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**BID CATEGORY NO. 30 - Communications**

CONTRACTOR	Bid Bond	Addendum	BASE BID	Alternates	NOTES
Parkway Electric & Communications - Holland	Y	1,2	\$106,590		Contractor from Central Natatorium

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**BID CATEGORY NO. 31 - Electronic Safety and Security**

CONTRACTOR	Bid Bond	Addendum	BASE BID	Alternates	NOTES
Presidio Networked Solutions Group - Caledonia	Y	1,2	\$23,487		

**PORTAGE PUBLIC SCHOOLS  
BOARD OF EDUCATION – COMMITTEE OF THE WHOLE WORK SESSION  
CONFERENCE ROOM 1 – ADMINISTRATION BUILDING  
MARCH 11, 2019, 6:30 P.M.**

**Note Page**

**VII. Action Items**

3. Acceptance of Monitoring Report 1.2, Ends Policy 1.2 (GP 4.4)

**Recommended Motion:**

**Motion offered by \_\_\_\_\_, seconded by \_\_\_\_\_, that the Board of Education accept as presented, the Monitoring Report on 1.2, Ends Policy 1.2, as a reasonable interpretation and evidence of compliance with policy.**

**Portage Public Schools  
Monitoring Report**

Policy Type: Ends  
Policy Title: Ends Policy 1.2

**Certification**

I hereby present my monitoring report on Ends Policy 1.2 in accordance with the monitoring schedule established by the Board. I certify that the information provided in this report is true as of March 6, 2019.

  
\_\_\_\_\_  
Signature

3.5.2019  
\_\_\_\_\_  
Date

Monitoring Report

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Policy Type: Ends

Policy Title: Ends Policy 1.2

## 1.2 POLICY LANGUAGE

Students have critical thinking, creativity, communication, and collaboration skills to equip them to learn and to lead with confidence.

### Interpretation

(My interpretation remains unchanged to that in my previous report.)

I interpret the four “C’s” to be the foundational skills needed by students in order to be successful in college and careers.

**Critical thinking** is a skill that every student must possess in order to think clearly and rationally. Being able to think critically is a matter of survival in the new economy. It is also the foundation of science and democracy. Science requires rationality in designing experiments and testing theories. Democracy requires citizens who can think objectively about social and political issues and are able to avoid biases and prejudices.

**Communication** skills are critical to future success. Students must have effective written and oral communication skills as well as the ability to use technology to communicate effectively.

**Collaboration**, even more so than individual performance, is the expectation of most employers. More and more work today is done in global teams; it is rare for any work to be completed by a single person working alone.

**Creativity** has long been associated with the arts; however, it is important for students to come up with new and useful ideas and generate alternative possibilities.

I interpret being able to **learn and lead with confidence** to mean that students are engaged in their learning activities during the school day, and in co-curricular and extra-curricular activities outside of the school day, that help build and develop the four “C’s”.

### Report

These foundational skills, sometimes referred to as “21<sup>st</sup> Century” skills are difficult to measure. Desired individual and group behaviors can be identified for each of the four skills; and certain behaviors can be observed and a tally of their frequency can be made, however, this is a time consuming task which we currently do not perform. A concern about creating operational definitions for concepts such as these is that when a concept is defined as the way in which it is measured, a definition that is trite is generated and doesn’t account for the richness of the concept and therefore not a reliable assessment of the skill.

Monitoring Report

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Policy Type: Ends

Policy Title: Ends Policy 1.2

Rather than create operational definitions and time-consuming measures for each of the four skills, this report will focus on student enrollment in classes, programs and activities that are known to develop these four skills. While most District course offerings, programs, and activities incorporate instructional practices that help students develop these four critical skills, there are some, in particular, that I will focus on for this report. Beginning with our youngest students, these four skills are introduced and taught at a developmentally appropriate level. At the high school level our graduation requirements demand that students enroll in a wide variety of classes that assure the development of these skills over time.

Advanced Placement (AP) and International Baccalaureate (IB) classes - and the end of course exams - rely heavily upon a strong foundation in critical thinking, creativity, communication and collaboration. AP and IB exams have a cost/benefit relationship; students who devote time and energy in preparing themselves for the end-of-course exams and score well will benefit from reduced costs at the post-secondary level. The number and percentage of students enrolled in AP and IB courses – and taking the related exams – is a reasonable indicator that students will graduate high school with a greater ability to learn and lead with confidence.

**AP/IB Courses and Exams**

The following charts indicate the number of AP and IB courses taken by students at various grade levels as well as performance data on end of year AP/IB exams. IB data includes IB Diploma attainment.

AP Courses (CHS, NHS only)		2015-16		2016-17		2017-18	
Students in at least one (1) AP Course		632	23%	644	24%	628	24%
Students in at least one (1) AP Course by grade	9	5	1%	8	1%	14	2%
	10	278	40%	292	42%	301	43%
	11	77	12%	94	14%	85	13%
	12	272	41%	250	40%	228	37%
AP Courses in which a "C" or better was earned (# of AP Courses taken)	9	5 (5)	100%	10 (10)	100%	16 (16)	100%
	10	300 (300)	100%	295 (308)	96%	302 (320)	94%
	11	80 (82)	98%	113 (114)	99%	98 (101)	97%
	12	350 (361)	97%	308 (317)	97%	281 (292)	96%
AP Exams in which a "3" or better was earned (# of AP Exams taken)		256 (405)	63%	226 (348)	65%	239 (356)	67%

Monitoring Report

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Policy Type: Ends

Policy Title: Ends Policy 1.2

IB Courses (CHS, NHS only)		2015-16		2016-17		2017-18	
Students that took at least one (1) IB Course by grade	9	0	na	2	0%	0	na
	10	4	1%	5	1%	2	<1%
	11	383	58%	403	61%	381	56%
	12	448	68%	412	65%	420	68%
IB Courses in which a "C" or better was earned (# of IB Courses taken)	9	0 (0)	na	2 (2)	100%	0 (0)	na
	10	7 (7)	100%	6 (6)	100%	2 (2)	100%
	11	1156 (1161)	100%	1263 (1289)	98%	1108 (1138)	97%
	12	1300 (1317)	99%	1188 (1204)	99%	1115 (1138)	98%
Students who earned an IB diploma (# attempted)		64 (91)	10%	70 (85)	11%	70 (81)	11%
IB Exams in which a "3" or better was earned* (# of IB Exams taken)		983 (1015)	97%	1084 (1105)	98%	819 (837)	98%

\*Some IB Exams that were scored as less than a "3" were exams that were registered for, but not taken due to students dropping the class midyear.

**Other Course/Program Offerings**

- Art, Music, Physical Education and Technology-related classes all promote the four "C's".
- At the elementary level – and through grade 6 – 100% of our students take Art, Music and Physical Education courses on a weekly basis.
- At the secondary level (grades 7-12), Art, Music and Physical Education are primarily elective courses. Enrollment varies by grade due to scheduling restrictions and individual student needs.
- The chart below shows student enrollment numbers during the past three years in selected art, music, physical education, and STEM-related classes.

Course Selection	2015-16		2016-17		2017-18	
	# students	% students	# students	% students	# students	% students
Art 7-8	480	37%	535	40%	459	35%
Art 9-12	497	17%	521	19%	516	19%
Music 7-8	683	53%	701	53%	671	52%
Music 9-12	647	22%	654	24%	643	24%
Physical Education 9-12	792	27%	762	28%	728	27%
Technology and Applied Science (Non EFE) 9-12	320	11%	278	10%	297	11%
EFE/EFA 11-12	393	27%	425	33%	364	28%
KAMSC	104	3%	103	4%	112	4%

Monitoring Report

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Policy Type: Ends

Policy Title: Ends Policy 1.2

### **Co-Curricular/Extra-Curricular Activities**

Co-curricular and extra-curricular activities allow students to extend their learning beyond the school day and encourage the development of the four “C’s”.

At the **elementary level**, after school activities include but are not limited to:

- Girl/Boy Scouts
- Student Council
- Building-based Leadership Teams
- After-School Enrichment Classes
- Math Competitions
- Book Clubs
- Student Safeties
- Girls On The Run
- Mad Science
- Young Rembrandts
- Fuel Up to Play 60
- STEP Classes (offered during the summer)

Student participation varies by grade and by building. However, each of our elementary buildings sponsors either Girl/Boy Scouts with about 200 participants total and all buildings have a Student Council or similar leadership team with approximately 175 students taking part. Aesthetic Education impacts an additional 1400 students.

Additional opportunities exist during the summer months through various camps and classes.

Opportunities are expanded at the **secondary level**. These activities include athletic teams, groups that compete, perform or travel for events, and groups that just meet after school. At the middle school level there will typically be 20 or more activities available to students with approximately 60% of the students participating.

At the high school level the number of activities approaches 100 with approximately 90% of the students participating in at least one activity.

### **Other Indicators**

Being equipped to learn and lead with confidence means that students are thinking about the future, understand what internal and external resources are available and know how to navigate around obstacles.

Monitoring Report

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Policy Type: Ends

Policy Title: Ends Policy 1.2

For a four-year period (2014-2017), Portage students in grades 5-12 participated in the Gallup Student Poll which measured, in part, how hopeful students are about their future. In fall of 2018, Gallup announced that it would not be providing this student poll for free. The District chose not to pay for this service. However, several questions on the Student Engagement Survey administered annually to all students K-12 provide us with information useful in determining student ability to learn and lead with confidence as well as their satisfaction with Art, Music, and Physical Education classes.

	<u>2017-18</u>	<u>2018-19</u>
Number of K-12 students surveyed	6,605	6,685
I enjoy Art, Music, Physical Education.	4.25	4.16
When I have a problem, I know how to get help.	4.26	4.18
I set learning goals and track my progress.	4.00	3.88
My teachers challenge me to think.	4.22	4.15
I have opportunities to be successful.	4.21	4.21

**Conclusion Statement**

The organization met expectations.

## Monitoring Report Evaluation Form

Policy: \_\_\_\_\_

Is the Superintendent's interpretation reasonable? Yes  No

Comments:

Is evidence of compliance reasonable? Yes  No

Comments:

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### Comments Regarding Further Policy Development

1. Do you have a concern that is not addressed in this policy?

2. What policy language would address your concern?

Evaluation submitted to Board President By: \_\_\_\_\_

**PORTAGE PUBLIC SCHOOLS  
BOARD OF EDUCATION – COMMITTEE OF THE WHOLE WORK SESSION  
CONFERENCE ROOM 1 – ADMINISTRATION BUILDING  
MARCH 11, 2019, 6:30 P.M.**

**Note Page**

**VII. Action Items**

- 4 Adoption of Authorizing Resolution for Sale of Bonds (OP 6144, OP 6145)

**Recommended Motion:**

**Motion offered by \_\_\_\_\_, seconded by \_\_\_\_\_, that the Board of Education adopt as presented, the resolution authorizing the second series of the 2015 voter authorization known as the 2019 School Building and Site Bonds.**

TO: Mark Bielang, Superintendent  
CC: Ron Herron, Assistant Superintendent of Operations  
FROM: Paula Johnson, Director of Finance  
DATE: March 8, 2019  
SUBJ: Resolution Authorizing the 2019 School Building and Site Bonds

**Recommendation**

The Board of Education adopt the attached resolution which authorizes the second series of the 2015 voter authorization known as the 2019 School Building and Site Bonds.

**Background Information**

Bond counsel (Miller Canfield) has prepared the attached resolution for the Board's consideration at the Monday, March 11, 2019 board meeting. The second series will complete all the projects outlined in Proposals 1 and 2 passed by the voters back in November 2015.

The recommended standard resolution is the first step in issuing bonds and is similar to past bond resolutions. The resolution contains language which authorizes the issuances of \$56,204,526.61 remaining in Proposal 1 and \$1,400,720.89 remaining in Proposal 2.

The attached proposed schedule contains the following major events:

1. Bond issuance resolution approval by the Board of Education.
2. Preparation of preliminary official statement.
3. Participation in the sale of bonds on the day of pricing by the Superintendent, Assistant Superintendent of Operations, and the Director of Finance.
4. Settlement and closing.

Per Operational Policy 6145, the resolution facilitates this borrowing process by having the Board formally authorize the issuance of this financing and execution of all necessary documents. Upon passage by the Board this resolution will allow our bond counsel to issue its legal opinion on the tax-exempt status of these bonds.

These bonds will be sold at a negotiated bond sale instead of what is referred to as a competitive sale because it is believed the District can obtain the most favorable rate through a negotiated sale. The District will also be working with Stifel again for bond underwriting services. We are tentatively targeting a pricing date in early May. Once the pricing has been determined, this resolution authorizes the Superintendent or Director of Finance to sign the sales order. We will inform the Board of the results as soon as they become available.

I'd be happy to answer any questions that you or Board members may have on this resolution.

**PORTAGE PUBLIC SCHOOLS  
COUNTY OF KALAMAZOO, STATE OF MICHIGAN**

**RESOLUTION AUTHORIZING  
2019 SCHOOL BUILDING AND SITE BONDS  
(UNLIMITED TAX GENERAL OBLIGATION)**

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Minutes of a regular meeting of the Board of Education (the “Board of Education”) of the Portage Public Schools, County of Kalamazoo, State of Michigan (the “School District”) held at the Administration Building in the School District on March 11, 2019 at 6:30 p.m., prevailing Eastern Time.

PRESENT: Members \_\_\_\_\_

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ABSENT: Members \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

WHEREAS, at an election held in the School District on November 3, 2015 (the “2015 Election”), the qualified electors of the School District voted in favor of the following bond proposal (“Proposal 1”):

Proposal 1  
Middle Schools and District-Wide Improvements

Shall the Portage Public Schools, County of Kalamazoo, Michigan, borrow the principal sum of not to exceed One Hundred Twenty-Eight Million Dollars (\$128,000,000) and issue its general obligation unlimited tax bonds for the purpose of defraying the cost of:

- Constructing replacements for Central and North Middle School buildings and/or additions to and remodeling of existing School District buildings, including West Middle School;
- Improving and developing sites, including traffic flow and other safety improvements, and relocating athletic fields and structures at the high school campuses in the School District;
- Constructing a replacement pool as a new building or addition on each of the high school campuses;
- Furnishing, refurbishing, equipping and reequipping School District buildings, and acquiring school buses; and

- Acquiring and installing instructional technology, technology infrastructure and equipment in and connecting new and existing School District buildings?

YES

NO

The estimated millage increase over the 2015 debt levy for proposal 1 is 1.23 mills and for proposals 1 and 2 combined is 1.55 mills. The debt millage levy required to retire all bonds of the School District currently outstanding and proposed by this ballot proposal is estimated to be at or below 6.53 mills. The estimated millage to be levied in 2016 to service this issue of bonds is 2.16 mills (\$2.16 per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds of this issue is 3.05 mills (\$3.05 per \$1,000 of taxable value). The bonds may be issued in one or more series, payable in the case of each series in not to exceed 25 years from the date of issue of such series.

*(Under State law, bond proceeds may not be used to pay teacher or administrator salaries, routine maintenance or repair costs or other School District operating expenses.); and*

WHEREAS, at the 2015 Election the qualified electors of the School District voted in favor of the following bond proposal (“Proposal 2”):

Proposal 2

Multipurpose Outdoor Athletic and Performance Facilities

Shall the Portage Public Schools, County of Kalamazoo, Michigan, borrow the principal sum of not to exceed Sixteen Million Dollars (\$16,000,000) and issue its general obligation unlimited tax bonds for the purpose of defraying the cost of acquiring, improving, developing and equipping sites, including multipurpose outdoor athletic and performance facilities and structures at the Central and Northern High School campuses, in the School District?

YES

NO

The debt millage levy required to retire all bonds of the School District currently outstanding and proposed by this ballot proposal is estimated to remain at 5.30 mills. The estimated millage to be levied in 2016 to service this issue of bonds is 0.9 mills (\$.90 per \$1,000 of taxable value). The estimated millage increase over the 2015 debt levy for proposals 1 and 2 combined is 1.55 mills. The estimated simple average annual millage rate required to retire the bonds of this issue is .33 mills (\$.33 per \$1,000 of taxable value). The bonds may be issued in one or more

series, payable in the case of each series in not to exceed 25 years from the date of issue of such series.

*(Under State law, bond proceeds may not be used to pay teacher or administrator salaries, routine maintenance or repair costs or other School District operating expenses.); and*

WHEREAS, under the provisions of Section 16, Article IX of the Michigan Constitution of 1963, the tax levies for said bonds authorized pursuant to the 2015 Election shall be without limitation as to rate or amount; and

WHEREAS, pursuant to the 2015 Election, the Board of Education previously issued its 2016 School Building and Site and Refunding Bonds (Unlimited Tax General Obligation), dated May 25, 2016 (the “2016 Bonds”); and

WHEREAS, \$60,090,810.27 of the principal amount of the 2016 Bonds was related to the improvements described in Proposal 1 (the “Proposal 1 Capital Projects”) and \$12,219,189.73 of the principal amount of the 2016 Bonds was related to the improvements described in Proposal 2 (the “Proposal 2 Capital Projects,” and together with the Proposal 1 Capital Projects, the “2019 Capital Projects”); and

WHEREAS, due to prevailing market conditions at the time of the sale of the 2016 Bonds, such bonds were sold with original issue premium of which \$11,704,663.12 is counted against the total \$128,000,000 authorization pursuant to Proposal 1 and which may be offset in the future by any net original issue discount, leaving \$56,204,526.61 in remaining Proposal 1 authorization at this time; and

WHEREAS, due to prevailing market conditions at the time of the sale of the 2016 Bonds, such bonds were sold with original issue premium of which \$2,380,089.38 is counted against the total \$16,000,000 authorization pursuant to Proposal 2 and which may be offset in the future by any net original issue discount, leaving \$1,400,720.89 in remaining Proposal 2 authorization at this time; and

WHEREAS, the Board of Education now desires to authorize the issuance of the second and final series of bonds authorized pursuant to Proposal 1 in the aggregate principal amount of not to exceed Fifty-Six Million Two Hundred Four Thousand Five Hundred Twenty-Six and 61/100 Dollars (\$56,204,526.61) to pay the cost of the improvements described in Proposal 1 and the costs associated with the issuance of the bonds (the “Proposal 1 Capital Projects”); and

WHEREAS, the Board of Education now desires to authorize the issuance of the second series of bonds authorized pursuant to Proposal 2 in the aggregate principal amount of not to exceed One Million Four Hundred Thousand Seven Hundred Twenty and 89/100 Dollars (\$1,400,720.89) to pay the cost of the improvements described in Proposal 2 and the costs associated with the issuance of the bonds (the “Proposal 2 Capital Projects,” and together with the Proposal 1 Capital Projects, the “2019 Capital Projects”), provided however that the aggregate amount of bonds issued for the 2019 Capital Projects pursuant to this Resolution shall not exceed Fifty-Seven Million Six Hundred Five Thousand Dollars (\$57,605,000); and

WHEREAS, because the source of payment will be the same, and to reduce the cost of issuance and administration, the Board of Education determines that it makes practical and economic sense to combine the above referenced bond issues into a single series, to be issued in an aggregate principal amount of not to exceed Fifty-Seven Million Six Hundred Five Thousand Dollars (\$57,605,000), while maintaining separate capital projects funds which will prevent the commingling of bond proceeds between the Proposal 1 Capital Projects and the Proposal 2 Capital Projects; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Bonds of the School District designated 2019 School Building and Site Bonds (Unlimited Tax General Obligation) (the "Bonds"), shall be issued in one or more series, with such changes to the bond name, designation or suffix as may be appropriate for each series based on the type of bonds issued, in the aggregate principal amount of not to exceed Fifty-Seven Million Six Hundred Five Thousand Dollars (\$57,605,000) of which a maximum amount of Fifty-Six Million Two Hundred Four Thousand Five Hundred Twenty-Six and 61/100 Dollars (\$56,204,526.61) shall be attributed to the amount of bonds authorized pursuant to Proposal 1 and a maximum amount of One Million Four Hundred Thousand Seven Hundred Twenty and 89/100 Dollars (\$1,400,720.89) shall be attributed to the amount of bonds authorized pursuant to Proposal 2, for the purpose of paying the costs of the 2019 Capital Projects and to pay the costs of issuance thereof, or such lesser amounts as shall be determined by the Superintendent or the Director of Finance (each, an "Authorized Officer"), upon sale of the Bonds. Said issue shall consist of Bonds registered as to principal and interest of the denomination of \$5,000, or multiples of \$5,000, be dated as determined by an Authorized Officer at the time of sale, and numbered as determined by the Transfer Agent (defined below). The Bonds will mature on May 1 and November 1 in the years and in the principal amounts as determined at the time of sale of the Bonds, provided that the Bonds shall have a final maturity no later than twenty-five (25) years from the date of issue.

The Bonds shall bear interest at a rate or rates to be determined on negotiated sale thereof, but in any event not exceeding a true interest cost of five percent (5.0%) per annum, payable semi-annually on May 1st and November 1st of each year commencing November 1, 2019 (or such later date as shall be determined at the time of sale), by check drawn on the Transfer Agent, mailed to the registered owner at the registered address, as shown on the registration books of the School District maintained by the Transfer Agent and the underwriter's discount shall not exceed three-quarters percent (0.75%) of the principal amount of the Bonds. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the School District to conform to market practice in the future. The principal of the Bonds shall be payable at a bank or trust company selected by an Authorized Officer, as registrar and transfer agent for the Bonds (the "Transfer Agent") upon presentation and surrender of the appropriate Bond.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York.

The Bonds of any series may be issued as serial or term bonds or both, and shall be subject to redemption prior to maturity at the times, in the manner, in the amounts and at the prices determined by an Authorized Officer upon sale of the Bonds and in the manner provided in the form of bond set forth in paragraph 4 of this Resolution.

Unless waived by any registered owner of Bonds of this series to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the School District. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the redemption date; the redemption price; the place where Bonds called for redemption are to be surrendered for payment; and that interest on Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

The Bonds shall be signed by the manual or facsimile signatures of the President and Secretary of the Board of Education. No bond of this series shall be valid until authenticated by an authorized representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by it to the purchaser in accordance with instructions from the Treasurer of the School District upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted. Executed blank Bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

2. Unless the School District establishes a Common Debt Retirement Fund as provided by law for all issues of Bonds of like character of the School District, the Treasurer shall open a special depository account with a bank to be designated 2019 School Building and Site Bonds Debt Retirement Fund (the "Debt Retirement Fund"). All proceeds from taxes levied for the payment of the principal of, interest on and redemption price for the Bonds shall be deposited into the Debt Retirement Fund or the Common Debt Retirement Fund, if one is established. Once a Debt Retirement Fund is established, the moneys deposited in the fund shall be used solely for the purpose of paying the principal of, interest on and redemption price for the Bonds. If the School District establishes a Common Debt Retirement Fund, the moneys deposited in that fund shall be used solely for the payment of the principal of and interest on the Bonds and other bonds of like character of the School District payable from the Common Debt Retirement Fund. The accrued interest and premium, if any, received upon delivery of the Bonds shall also be deposited in the appropriate debt retirement fund. Any net original issue premium received on sale and delivery of the Bonds shall be deposited in the appropriate fund consistent with state and federal law and may be used to pay capitalized interest on the Bonds associated with the 2019 Capital Projects or reduce the principal amount of Bonds attributable to the 2019 Capital Projects.

3. There shall be deposited in separate special depository accounts to be established by the Treasurer designated as the 2019 School Building and Site Bonds Proposal 1 Capital Projects Fund (the "Proposal 1 - 2019 Capital Projects Fund") and 2019 School Building and Site Bonds Proposal 2 Capital Projects Fund (the "Proposal 2 - 2019 Capital Projects Fund," and together with the Proposal 1 - 2019 Capital Projects Fund, the "2019 Capital Projects Funds") moneys from the proceeds of sale of the Bonds and from any net original issue premium specified at the time of sale to pay for the Proposal 1 Capital Projects and the Proposal 2 Capital Projects, respectively, and the costs of issuance of the Bonds. Except for investment pending disbursement and as hereinafter provided, the moneys in the Proposal 1 – 2019 Capital Projects Fund shall be used solely and only to pay the costs of the Proposal 1 Capital Projects and associated costs of issuance of the Bonds, and the moneys in the Proposal 2 – 2019 Capital Projects Fund shall be used solely and only to pay the costs of the Proposal 2 Capital Projects and associated costs of issuance of the Bonds, as such costs become due and payable and, as may be necessary, to rebate arbitrage earnings, if any, to the United States Department of Treasury as required by the Internal Revenue Code of 1986, as amended (the "Code"). Moneys remaining in the Proposal 1 – 2019 Capital Projects Fund and the Proposal 2 – 2019 Capital Projects Fund after completion of the Proposal 1 Capital Projects and the Proposal 2 Capital Projects, respectively, and costs of issuance of the Bonds may be used first for any purpose permitted by Proposal 1 and Proposal 2, respectively, and second for any other purpose permitted by law.

4. The Bonds shall be in substantially the following form with such changes as are authorized by the terms of this Resolution or necessary to complete the provisions hereof:

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF KALAMAZOO

PORTAGE PUBLIC SCHOOLS  
2019 SCHOOL BUILDING AND SITE BOND  
(UNLIMITED TAX GENERAL OBLIGATION)

No. \_\_\_\_\_

Interest Rate:                      Date of Maturity:                      Date of Original Issue:                      CUSIP No.

\_\_\_\_\_ 1, 2019

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ Dollars

Portage Public Schools, County of Kalamazoo, State of Michigan (the "School District"), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, computed on the basis of a

360-day year consisting of twelve 30-day months, first payable on \_\_\_\_\_ 1, \_\_\_ and semiannually thereafter. Principal of this bond is payable at the \_\_\_\_\_ office of \_\_\_\_\_, \_\_\_\_\_, Michigan, or such other transfer agent as the School District may hereafter designate by notice mailed to the registered owner hereof not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who is as of the 15th day of the month preceding each interest payment date, the registered owner, at the registered address.

This bond is one of a series of Bonds aggregating the principal sum of \$\_\_\_\_\_, issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended, and Act 34, Public Acts of Michigan, 2001, as amended, and pursuant to a resolution of the Board of Education adopted on March 11, 2019 for school building and site purposes as the second and final series of bonds authorized under two separate proposals by the qualified electors of the School District at an election held on November 3, 2015.

The full faith, credit and resources of the School District are pledged for the payment hereof, and the School District is obligated to levy annually sufficient taxes to provide for the payments of the principal of and interest on the bonds of this issue as they mature, without limitation as to rate or amount.

Bonds of this issue maturing in the years 20\_\_ to 20\_\_, inclusive, shall not be subject to redemption prior to maturity.

Bonds of this issue or \$5,000 portions thereof maturing in the years 20\_\_ and thereafter, shall be subject to redemption prior to maturity, at the option of the School District, in any order of maturity and by lot within a single maturity, on any date on or after May 1, 20\_\_ at the redemption price of par plus accrued interest to the date fixed for redemption.

[Insert Term Bond provisions, if necessary.]

Notice of redemption of any bond shall be given at least thirty (30) days and no more than sixty (60) days prior to the date fixed for redemption by mail to the registered owner or owners at the registered addresses shown on the registration books kept by the Transfer Agent. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bond by \$5,000, and such bonds may be redeemed in part. The notice of redemption for bonds redeemed in part shall state that upon surrender of the bond to be redeemed a new bond or bonds in aggregate principal amount equal to the unredeemed portion of the bond surrendered shall be issued to the registered holder thereof. No further interest shall accrue on the bonds or portions of bonds called for redemption after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the same.

Any bond may be transferred by the registered owner, in person or by the registered owner's authorized attorney or legal representative, upon surrender of the bond to the Transfer Agent for cancellation, together with a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond is surrendered for transfer, the Transfer

Agent shall authenticate and deliver a new bond or bonds, in like aggregate principal amount, interest rate and maturity. The Transfer Agent shall require the registered owner requesting the transfer to pay any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent will not be required to (i) issue, register the transfer of or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the day of that mailing, or (ii) register the transfer of or exchange any bond selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

It is hereby certified and recited that all acts, conditions and things required to be done, exist and happen, precedent to and in the issuance of said series of bonds of which this is one, in order to make them valid and binding obligations of said School District have been done, exist and have happened in regular and due form and time as provided by law, and that the total indebtedness of said School District, including the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the Portage Public Schools, County of Kalamazoo, State of Michigan, by its Board of Education has caused this bond to be signed in the name of said School District by the facsimile signatures of the President and the Secretary of the Board of Education, all as of the Date of Original Issue.

PORTAGE PUBLIC SCHOOLS  
County of Kalamazoo  
State of Michigan

By: \_\_\_\_\_ [Facsimile] \_\_\_\_\_  
President

By: \_\_\_\_\_ [Facsimile] \_\_\_\_\_  
Secretary

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the Bonds described above.

\_\_\_\_\_  
Transfer Agent

By: \_\_\_\_\_  
Authorized Signature

Date of Authentication: \_\_\_\_\_, 2019

[End Bond Form]

5. Commencing with the fiscal year beginning July 1, 2019, it shall be the duty of the School District to levy a tax annually in an amount sufficient so that the estimated collections therefrom will be sufficient to pay promptly when due the principal of and interest becoming due on the Bonds prior to the time of the next year's tax levy, which tax levies shall not be subject to limitation as to rate or amount.

6. The School District has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, Public Acts of Michigan, 2001, as amended, and based on the advice of the School District's financial advisor, determines that a negotiated sale of the Bonds provides the School District with greater flexibility in structuring bond maturities and the timing of the sale of the Bonds, and will enable the School District to better market the Bonds to the advantage of the School District and its taxpayers.

7. The Authorized Officers are each individually authorized to negotiate the sale of the Bonds with Stifel, Nicolaus & Company, Incorporated, which is hereby appointed to act as senior managing underwriter for the Bonds (the "Underwriter"), pursuant to a Bond Purchase Agreement. The Authorized Officer is authorized to execute and deliver the bond purchase agreement on behalf of the School District without further approval of the Board, *provided that* the true interest cost on the Bonds shall not exceed 5.00% per annum and the underwriter's discount shall not exceed 0.75% of the principal amount of the Bonds. The School District reserves the right to name additional co-managers and/or to develop a selling group. By adoption of this Resolution the School District assumes no obligations or liability to the Underwriter for any loss or damage that may result to the Underwriter from the adoption of this Resolution, and

all costs and expenses incurred by the Underwriter in preparing for sale of the Bonds shall be paid from the proceeds of the Bonds, if the Bonds are issued, except as may be otherwise provided in the Bond Purchase Agreement.

The Authorized Officer may, without further direction from the Board of Education, execute a sale order awarding the sale of the Bonds to the Underwriter and make any of the determinations, covenants and elections authorized by this Resolution pursuant to an order approving the sale of the Bonds, provided that the final terms of the Bonds shall be within the parameters set forth in this Resolution.

8. An Authorized Officer shall cause preliminary and final official statements describing the Bonds to be prepared and circulated to prospective purchasers of the Bonds, apply for bond ratings from such municipal bond rating agencies as is deemed appropriate, and apply for and purchase a policy of municipal bond insurance, if deemed appropriate by the financial advisor and bond counsel.

9. The President of the Board of Education and the Authorized Officers are each individually authorized to approve any preliminary and final official statements relating the Bonds. The President of the Board of Education and the Authorized Officers are each individually authorized to execute and deliver the final Official Statement relating to the Bonds on behalf of the School District. The President of the Board of Education and the Authorized Officers are each individually authorized to approve, execute and deliver any amendments and supplements to the Official Statement necessary to assure that the statements therein are, and as of the time the Bonds are delivered to the Underwriter will be true, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

10. The School District hereby covenants, in accordance with the provisions of Rule 15c2-12, as amended (the "Rule"), promulgated by the Securities and Exchange Commission (the "SEC"), to provide or cause to be provided the information set forth in Exhibit A attached hereto as such Exhibit may be revised by an Authorized Officer as required by Rule 15c2-12 prior to delivery of the Bonds.

11. The School District hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from adjusted gross income for federal income purposes under the Code including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds.

12. The School District may incur project expenditures prior to receipt of proceeds of the Bonds issued to finance the 2019 Capital Projects and may advance moneys from the general fund for that purpose to be reimbursed from proceeds of the Bonds when available. The Authorized Officer shall keep a specific record of all such expenditures.

The School District makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Code:

(a) As of the date hereof, the School District reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the 2019 Capital Projects which were paid or will be paid from general funds of the School District subsequent to sixty (60) days prior to the date hereof.

(b) The maximum principal amount of debt expected to be issued for the 2019 Capital Projects, including issuance costs, is \$57,605,000.

(c) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the 2017 Capital Projects are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the School District's use of the proceeds of the Bonds to reimburse the School District for a capital expenditure made pursuant to this Resolution.

(d) The expenditures described in (b) above are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).

(e) No proceeds of the borrowing paid to the School District in reimbursement pursuant to this Resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in (c) above.

13. The Authorized Officers are each hereby authorized to adjust the final Bond details to the extent necessary or convenient to complete the transaction authorized in this Resolution, and in pursuance of the foregoing are each authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of the Act, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, all subject to the parameters established in this Resolution.

14. The representation of the School District by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel, is hereby confirmed, notwithstanding Miller, Canfield's periodic representation in unrelated matters of Stifel, Nicolaus & Company, Incorporated and other potential parties to the 2019 School Building and Site Bonds transaction.

15. The School District hereby appoints Baker Tilly Municipal Advisors, LLC, d/b/a H.J. Umbaugh & Associates, Certified Public Accountants, LLP to act as financial advisor with respect to the Bonds.

16. The officers, agents and employees of the School District are authorized to take all other actions necessary and convenient to facilitate sale of the Bonds. The Authorized Officer is hereby also authorized to make application to Treasury for prior approval to issue the Bonds or file a qualifying statement. The Authorized Officer or Bond Counsel, on behalf of the School District, is further authorized to request any and all waivers, including without limitation, rating waivers, or exemptions from Treasury necessary to the issuance of the Bonds as recommended by the financial advisor and Bond Counsel. The Authorized Officer is authorized to have prepared and filed a Security Report with Treasury pursuant to the Act.

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

AYES: Members: \_\_\_\_\_

\_\_\_\_\_

NAYS: Members: \_\_\_\_\_

\_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Dr. Celeste Shelton-Harris  
Secretary

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Board of Education of the Portage Public Schools, County of Kalamazoo, State of Michigan, at a regular meeting held on March 11, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
Dr. Celeste Shelton-Harris  
Secretary

33111462

## EXHIBIT A

### FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Undertaking”) is executed and delivered by the Portage Public Schools, County of Kalamazoo, State of Michigan (the “School District”), in connection with the issuance of its 2019 School Building and Site Bonds (Unlimited Tax General Obligation) (the “Bonds”). The School District covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

(a) *Definitions.* The following terms used herein shall have the following meanings:

“Audited Financial Statements” means the annual audited financial statement pertaining to the School District prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

“Bondholders” shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access District, or such other District, Internet Web site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended.

“SEC” means the United States Securities and Exchange Commission.

(b) *Continuing Disclosure.* The School District hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA, on or before the last day of the 6th month after the end of the fiscal year of the School District, the following annual financial information and operating data, commencing with the fiscal year ending June 30, 2019, in an electronic format as prescribed by the MSRB:

(1) Updates of the numerical financial information and operating data included in the official statement of the School District relating to the Bonds (the “Official Statement”) appearing in the Tables in the Official Statement as described below:

[REVISE HEADINGS TO CONFORM WITH THOSE ACTUALLY USED]

- a. Enrollment History - Update for Current Year;
- b. Labor Relations;
- c. Retirement Plan;
- d. History of Valuations – State Equalized Valuation and Taxable Valuation – Update for Current Year;
- e. Tax Levies and Collections – Update for Current Year;
- f. State Aid Payments - Update for Current Year;
- g. School District Tax Rates (Per \$1,000 of Valuation) – Update for Current Year;
- h. Largest Taxpayers;
- i. Direct Debt;
- j. Legal Debt Margin; and

(2) The Audited Financial Statements. provided, however, that if the Audited Financial Statements are not available by the date specified above, they shall be provided when available and unaudited financial statements will be filed by such date and the Audited Financial Statements will be filed as soon as available.

Such annual financial information and operating data described above are expected to be provided directly by the School District or by specific reference to documents available to the public through EMMA or filed with the SEC.

If the fiscal year of the School District is changed, the School District shall send a notice of such change to the MSRB through EMMA, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) *Notice of Failure to Disclose.* The School District agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the School District to provide the annual financial information with respect to the School District described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The School District agrees to provide or cause to be provided to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to

- perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
  - (7) modifications to rights of holders of the Bonds, if material;
  - (8) bond calls, if material, and tender offers;
  - (9) defeasances;
  - (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
  - (11) rating changes;
  - (12) bankruptcy, insolvency, receivership or similar event of the School District, which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the School District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the School District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District;
  - (13) the consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
  - (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
  - (15) incurrence of a financial obligation of the School District or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the School District or obligated person, any of which affect security holders, if material; or
  - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the School District or obligated person, any of which reflect financial difficulties.

(e) *Materiality Determined Under Federal Securities Laws.* The School District agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Identifying Information.* All documents provided to the MSRB through EMMA shall be accompanied by the identifying information prescribed by the MSRB.

(g) *Termination of Reporting Obligation.* The obligation of the School District to provide annual financial information and notices of material events, as set forth above, shall be terminated if and when the School District no longer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(h) *Benefit of Bondholders.* The School District agrees that its undertaking pursuant to the Rule set forth in this Undertaking is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the School District’s obligations hereunder and any failure by the School District to comply with the provisions of this Undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the School District, provided that the School District agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the School District or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the School District (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the School District in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the School District to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

(j) *Municipal Advisory Council of the State of Michigan.* The School District shall also file by electronic or other means any information or notice required to be filed with the MSRB through EMMA pursuant to this Undertaking in a timely manner with the Municipal Advisory Council of the State of Michigan.

IN WITNESS WHEREOF, the School District has caused this Undertaking to be executed by its authorized officer.

PORTAGE PUBLIC SCHOOLS  
County of Kalamazoo  
State of Michigan

By \_\_\_\_\_

Its \_\_\_\_\_

33111462.1\071466-00037

**PORTAGE PUBLIC SCHOOLS  
COUNTY OF KALAMAZOO, STATE OF MICHIGAN**

**2019 SCHOOL BUILDING AND SITE BONDS  
PROPOSED SCHEDULE OF EVENTS**

<u>Date</u>	<u>Description</u>
03/11/19	Board of Education adopts authorizing resolution at regular meeting.
03/13/19	Official statement data request is provided to school district management.
04/01/19	Draft Preliminary Official Statement ("POS") is provided to the working group.
04/04/19	Due diligence call at 11:00 AM.
04/05/19	Rating request sent to Standard & Poor's.
04/24/19	POS printed.
05/01/19	Receive bond rating.
05/08/19	Bond pricing date
05/09/19	District signs bond purchase agreement Draft Final OS sent to working group for review.
05/15/19	Print Final OS.
05/22/19	Finalized closing letter is sent to School District for signature.
05/29/19	Bond closing. Funds deposited into construction account.

March 4, 2019

Mr. Mark T. Bielang, Superintendent of Schools  
Portage Public Schools  
8107 Mustang Drive  
Portage, MI 49002-5577

Re: 2019 School Building and Site Bonds, Series II  
MSRB Rule G-17 Disclosures

Dear Mr. Bielang:

We are writing to provide you, as Superintendent for Portage Public Schools (the "Issuer"), with certain disclosures relating to the issuance of the 2019 School Building and Site Bonds, Series II (the "Bonds"), as required by the Municipal Securities Rulemaking Board (the "MSRB") Rule G-17 as set forth in MSRB Notice 2012-25.

Stifel Nicolaus & Company, Incorporated ("Stifel") intends to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as senior managing underwriter, Stifel may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. As senior managing underwriter, we are providing this letter on behalf of the underwriters that are members of the underwriting syndicate for the Bonds. You also may receive additional separate disclosure letters pursuant to Rule G-17 from one or more co-managing underwriters, if any, for the Bonds.

### **Engagement as Underwriter**

The District is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission ("SEC") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter for a particular issuance of municipal securities. The District hereby designates Stifel as an underwriter for the sale of the Bonds. The District expects that Stifel will provide advice to the District on the structure, timing, terms and other matters concerning the Bonds.

### **Limitation of Engagement**

It is the District's intent that Stifel serve as an underwriter for the Bonds, subject to satisfying applicable procurement laws or policies, formal approval by the Board of Education of the District, finalizing the structure of the sale of the Bonds, and executing a bond purchase agreement. While the District presently engages Stifel as the underwriter for the Bonds, this engagement letter is preliminary, nonbinding and may be terminated at any time by the District, without penalty or liability for any costs incurred by Stifel. Furthermore, this engagement letter does not restrict the District from entering into the sale of the Bonds with any other underwriters or selecting an underwriting syndicate that does not include Stifel.

### **I. Disclosures Required by Rule G-17 Concerning the Role of the Underwriter**

- (i) MSRB G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

- (ii) The underwriter's primary role is to purchase the Bonds with a view towards distribution in an arm's-length commercial transaction with the Issuer. The underwriter(s) have financial and other interests that differ from those of the issuer.
- (iii) Unlike a municipal advisor, the underwriter(s) do not have a fiduciary duty to the issuer under the federal securities laws and are, therefore, not required to act in the best interests of issuer without regard to its own financial or other interests.
- (iv) The underwriter(s) have a duty to purchase the Bonds from the issuer at a fair and reasonable price, but must balance that duty with its duty to sell the securities to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under federal securities laws, as applied to the facts and circumstances of this transaction<sup>1</sup>.

## **II. Disclosures Relating to the Underwriter's Compensation**

The underwriter(s) will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreements to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fees or discounts will be contingent on the closing of the transactions and the amount of compensation may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter(s) may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

## **III. Additional Conflicts Disclosures**

While Stifel does not believe that the following represents a potential or actual material conflict of interest, we note that:

In October of 2015, Stifel made a Political/Bond Ballot Contribution in the amount of \$3,398.78 for the "Kids First Quality Schools for Quality Education" campaign.

## **IV. Disclosures Relating to Complex Municipal Securities Financing**

Since Stifel has not recommended a "complex municipal securities financing" to Issuer, additional disclosures regarding the financing structure for the Issue are not required under MSRB Rule G-17.

In accordance with the requirements of MSRB Rule G-17, if Stifel recommends, or if the Issue is ultimately structured in a manner considered a "complex municipal securities financing" to Issuer, this letter will be supplemented to provide disclosure of the material financial

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<sup>1</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind Portage Public Schools by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement of receipt of this letter. Accordingly, please send an email to that effect or sign and return this letter to via email. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and Portage Public Schools in connection with the issuance of the Bonds.

Sincerely,



Jeffrey A. Zylstra  
Managing Director

Acknowledgement:

---

Mark T. Bielang  
Superintendent  
Portage Public Schools

Date: \_\_\_\_\_

CC: Ron Herron, Paula Johnson and Brenda Graham, Portage Public Schools  
Amanda Van Dusen, Esq., Miller, Canfield, Paddock and Stone, P.L.C.  
Jesse Nelson, H.J. Umbaugh & Associates  
Susan M. Wyngaarden, Varnum LLP