CHIPPEWA LOCAL SCHOOL DISTRICT Board of Education Regular Meeting

Chippewa Jr/Sr High School Auditorium Monday, June 10, 2024 6:00 p.m.

MEETING MINUTES

I. OPENING

A. Call to Order :: Moment of Silence :: Pledge of Allegiance

B. Present: Mr. DeAngelis, Mrs. Fenn, Mr. Golub, Mr. Mertic, Mr. Schafrath

RESOLUTION 054-24

C. Motion to approve the minutes from the May 13, 2024 Regular Meeting.

Motion to approve by Schafrath and 2nd by Mertic

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes CARRIED

II. STUDENT RECOGNITION/STAFF RECOGNITION/INTRODUCTION OF GUESTS

A. Needle Mover – Rob Marshall

III. PUBLIC PARTICIPATION - None

RESOLUTION 055-24

IV. CONSIDER APPROVAL OF DONATIONS

It is recommended that the Board of Education approve the following donation:

DonorItemValueDonated ToChippewa All Sports Booster ClubCheck\$40,000.00Track Project

Motion to approve by Schafrath and 2nd by DeAngelis

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes CARRIED

V. TREASURER'S UPDATE & ACTION ITEMS

A. Treasurer's Comments

- District received the Auditor of State Award for excellence in financial reporting.
 Only the top 10% of over 6,000 state audited organizations are recipients of this award.
- Special cost center set up and funded for PUPP funds from Nexus per board action of 11-15-2021.

B. Action Items

RESOLUTION 056-24

1. Upon consideration to approve the May 2024 unaudited financial report (copy on file at the Doylestown Public Library).

Motion to approve by Mertic and 2nd by Golub

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes CARRIED

VI. SUPERINTENDENT'S UPDATES:

A. Track Update: Soil stabilization. Thank you to the Village of Doylestown and B&K Construction for major assistance in the removal of grindings.

VII. SUPERINTENDENT'S AGENDA

RESOLUTION 057-24

A. Upon consideration to approve Annette Jundzilo, Summer Extended Learning, at a rate of \$25 per hour for 22.5 hours.

Motion to approve by Schafrath and 2nd by Mertic

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes

CARRIED

RESOLUTION 058-24

B. Upon consideration to approve a resolution authorizing an amended contract with Garmann Miller for Criteria Architect Services. Exhibit 1

WHEREAS, pursuant to Section 153.65 et seq. of the Ohio Revised Code and Resolution No. 059-020, the Board of Education of Chippewa Local School District evaluated and ranked Garmann Miller as the responding firm most qualified to provide criteria architect services for the Chippewa Intermediate School Modifications and Additions project; and

WHEREAS, pursuant to Section 153.69 of the Ohio Revised Code and Resolution No. 71-20, the Board of Education negotiated and approved a contract for said criteria architect services with Garman Miller; and

WHEREAS, pursuant to Section 153.69 of the Ohio Revised Code and Resolution No. 006-24, the Board of Education negotiated and approved an amended contract for said criteria architect services with Garmann Miller; and

WHEREAS, the project details require a change from a design-build format to a construction manager based format, necessitating an amendment to the agreement with Garmann Miller for criteria architect services for the project; and

WHEREAS, the Board has negotiated a mutually acceptable amendment to the contract with Garmann Miller for criteria architect services for said project, a copy of which is attached hereto and incorporated by reference as if fully set forth herein.

NOW, THEREFORE BE IT RESOLVED by the Board of Education that after careful consideration and evaluation of the information before it:

Section 1. Approval of Contract. Pursuant to Section 153.69 of the Ohio Revised Code, the Board of Education hereby approves the attached amended contract with

Garmann Miller to provide criteria architect services for the Chippewa Intermediate School Modifications and Additions project.

Section 2. Approval and Execution of Related Documents. The President or Vice-President and Treasurer of this Board and Superintendent, or such other School District officials as shall be designated by those

officials, as appropriate, are each authorized and directed to execute the amended contract with Garmann Miller and other necessary documents, and to take such other actions as are desirable, advisable, necessary, or appropriate, to acquire the criteria architect services for the project.

Section 3. Prior Acts Ratified and Confirmed. Any actions previously taken by School District officials or agents of this Board in furtherance of the matters set forth in this Resolution are hereby approved, ratified and confirmed.

Section 4. It is hereby found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board of Education that resulted in such formal actions were held in meetings in compliance with the law.

Section 5. This Resolution shall be in full force and effect from and immediately upon its adoption. BE IT FURTHER RESOLVED, that it is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Motion to approve by Golub and 2nd by Mertic

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes CARRIED

RESOLUTION 059-24

C. Upon consideration to approve the Resolution Approving and Authorizing a Ground Lease, Lease-Purchase Agreement and Related Documents. Exhibit 2

Motion to approve by Schafrath and 2nd by Golub

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes CARRIED

RESOLUTION 060-24

D. Upon consideration to approve Vasco Change Order #1 in the amount of \$73,700.00. Exhibit 3

Motion to approve by Golub and 2nd by Mertic

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes CARRIED

RESOLUTION 061-24

E. Upon consideration to approve the administrative pay scale for the 2024-2025 school year. Exhibit 4

Motion to approve by Golub and 2nd by Mertic

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes CARRIED

RESOLUTION 062-24

F. Upon consideration to approve the hiring of Ashley Cornelius, Certified Teacher, 1 year limited contract, BA Step 2, per the CEA negotiated agreement for the 2024-2025 school year.

Motion to approve by Schafrath and 2nd by Mertic

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes CARRIED

VIII. SUPERINTENDENT'S CONSENT AGENDA

RESOLUTION 063-24

A. Upon consideration to approve the following supplemental contracts for 2024-2025:

Ann Marie Spicer	CIS Kindness Club	1.50%
Ann Marie Spicer	CIS Student Council	2.75%
Jennifer Walsh	CIS Yearbook	1.75%
Nicholas Hann	9-12 Marching Band Director	16%
Shauna Knight	9-12 Assistant Marching Band Director	5%
Nicholas Hann	9-12 Pep Band	2.75%
Gabbi Shaw	Color Guard Instructor	3.50%
Nicholas Hann	7-12 Concert Band Director	12%
Nicholas Hann	5-6 Concert Band Director	1.50%
Shauna Knight	9-12 One Act Play Director	2.50%
Shauna Knight	9-12 Multi Act Play Director	5.25%
Shauna Knight	4-6 Musical Theater Director	4.50%
Nicholas Hann	4-6 Musical Theater Director (If 30+ students)	4.50%
Rachael Kindig	4-6 Musical Theater Consultant	0.75%
Shauna Knight	7-12 Musical Theater Director	8.50%
Makenzie Thacker	7-12 Assistant Musical Theater Director	5.00%
Rachael Kindig	7-12 Musical Theater Consultant	1.00%
Nicholas Hann	7-12 Musical Theater Consultant	1.00%
Shauna Knight	7-12 Vocal Music	12%
Shauna Knight	5-6 Vocal Music	1.50%
Shauna Knight	9-12 Speech Team (shared)	1.25%
Kati Kager	9-12 Speech Team (shared)	1.25%
Brittany Schumaker	Mentor	\$500
Teri Archer	K-2 Sunshine Club	1.50%
Mindy Dannemiller	PreK-2 Yearbook	1.75%
Annette Jundzilo	Varsity Volleyball Coach	10.50%
Jenna Berens	Senior Class Advisor (Shared)	1.875%
April Roth-Kimber	Senior Class Advisor (Shared)	1.875%
Jenna Berens	Junior Class Advisor (Shared)	2.25%
April Roth-Kimber	Junior Class Advisor (Shared)	2.25%
Jenna Berens	Freshman/Sophomore Advisor Shared)	1.50%
April Roth-Kimber	Freshman/Sophomore Advisor Shared	1.50%
Josh Strauss	9-12 Yearbook	4.00%
Josh Strauss	Washington DC Trip Advisor	2.75%
Josh Strauss	9-12 Art Display Coordinator	1.00%
Kati Kager	11-12 National Honor Society	3.75%
Ken Gasser	9-12 Robotics Competition Advisor	2.00%
Margaret Shaffer	9-12 Academic Challenge	2.50%
Margaret Shaffer	7-8 Academic Challenge	2.50%

B. Upon consideration to approve for Friday Night School, as needed, for the 2024-2025 school year, at a rate of \$20.00 per hour.

Brittany Schumaker Kate Plant

C. Upon consideration to approve the following staff be moved on the salary scale for the 2024-2025 school year:

Megan Schmitz Masters +15 Step 9 to Masters +30 Step 10
Josh Strauss Masters Step 18 to Masters +15 Step 19
Kathy Porter BA/BS +150 Step 3 to Masters Step 4

- D. Upon consideration to approve the transition of Crystal Hershberger from Athletic Secretary to Jr/Sr High School Secretary, 8 hours a day, 201 days, Step 4, per the OAPSE negotiated contract, for the 2024-2025 school year.
- E. Upon consideration to approve the transition of Sharon Edel from Secretarial Assistant to Athletic Secretary, 8 hours a day, 201 days, Step 8, per the OAPSE negotiated contract, for the 2024-2025 school year.
- F. Upon consideration to approve the transition of Katie Zollinger from Paraprofessional to Secretarial Assistant, 5 ½ hours a day, 190 days, Step 2, per the OAPSE negotiated contract, for the 2024-2025 school year.
- G. Upon consideration to approve the Chippewa Bands Handbook for the 2024-2025 school year, per Exhibit 5.
- H. Upon consideration to approve the Hazel Harvey Handbook for the 2024-2025 school year, per Exhibit 6.
- I. Upon consideration to approve the agreement between Chippewa Local School District and Makeever & Associates, Inc. for professional engineering/surveying services. Exhibit 7
- J. Upon consideration to hire summer help, starting June 3 and ending no later than August 16, 2024, \$15 per hour, up to 40 hours per week.

Krissy Youngblood Jennifer Walsh
Donna Thomas Jen McLain
Karen Haynes Ron Browning
Mark Lyon Shanna Feesler
Mark Borokanics Joyce Napier
Kathy Hillyard Nicole Klotzle

Motion to approve by Schafrath and 2nd by Golub Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes

CARRIED

IX. BOARD DISCUSSION

- A. Board of Education nominated Mr. Osborn for a Martha Jennings Foundation Grand and was selected as a \$1,000.00 recipient of the Award for Excellence.
- B. A shout out to the Senior Class of 2024 for their time & effort in the landscaping of the Main Student Entrance to the Chippewa Jr/Sr High School.
- X. **NEW BUSINESS** None
- XI. EXECUTIVE SESSION Not Needed
- XII. MOTION TO ADJOURN

Motion to adjourn by Schafrath and 2nd by Mertic

Roll Call: DeAngelis, Fenn yes, Golub yes, Mertic yes, Schafrath yes

CARRIED

Time: 6: 22

NOTE: The next Regular Meeting will be held on June 28, 2024 at the Jr/Sr High School Auditorium beginning at 8:00 a.m.

6-10-2024 MEETING APPROVED

DATE: 6-28-2024

PRESIDENT

TREASUREE

AIA Document B133' – 2019

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

AGREEMENT made as of the twenty second day of April in the year two thousand twenty

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

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

Chippewa Local School District 56 North Portage Street Doylestown, Ohio 44230 (330) 658-6368

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

Garmann/Miller & Associates, Inc. 38 S. Lincoln Drive P.O. Box 71 Minster, Ohio 45865 (419) 628-4240

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

Chippewa Intermediate School Modifications and Additions 100 Valley View Road Doylestown, Ohio 44230

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

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

(1714570058)

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ARTICLE 1 INITIAL INFORMATION

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

§ 1.1.1 The Owner's program for the Project:

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

Additions and Renovations necessary to support the following program:

- 2 Pre-Kindergarten Classrooms
- 24 Elementary Classrooms
- 14 Special Education Rooms
- PK-2 Administrative Office Area
- 3-6 Administrative Office Area
- 1 Guidance Counselor Office
- 1 Itinerate Office
- 1 Technology Office
- 1 Custodial Office
- 1 Art Room
- 1(?) Music Room
- 2 Science/Stem Rooms
- Media Center
- Student Dining
- Gymnasium
- Flex Space

§ 1.1.2 The Project's physical characteristics:

(1714570058)

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

+/- 15,000 square foot addition with a partial basement/lower level is to be constructed to the south of the existing building. Additional renovations will take place within the building footprint so that the complete building can accommodate the needs of grades pre-kindergarten through sixth grade. Additional work to update existing building systems will be included in the project.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

Approximately \$10,000,000

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

Schematic Design – June 14, 2024 Design Development – July 26, 2024 Construction Documents – September 6, 2024

.2 Construction commencement date:

October 2024

.3 Substantial Completion date or dates:

June, 2026

- .4 Other milestone dates:
- § 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement: (Indicate agreement type.)
 - [X] AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
 - [] AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.
- § 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

N/A

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

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234TM–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this

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[1714570058]

Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

Todd Osborn, Superintendent Chippewa Local School District 56 North Portage Street Doylestown, Ohio 44230-1398

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

.2 Land Surveyor:

Supplemental service of the architect

.3 Geotechnical Engineer:

Supplemental service of the architect

.4 Civil Engineer:

Basic service of the architect

.5 Other consultants and contractors:

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

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

J. Ted Musielewicz, AIA Garmann/Miller & Associates, Inc. 1156 Dublin Road, Suite 102 Columbus, Ohio 43215 (614) 502-4240 tmusielewicz@creategm.com

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

- § 1.1.12.1 Consultants retained under Basic Services:
 - Structural Engineer:

TBD

Civil Engineer:

TBD

.3 (Paragraphs deleted)

§ 1.1.12.2 Consultants retained under Supplemental Services:

TBD

- § 1.1.13 Other Initial Information on which the Agreement is based:
- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™_2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement and in Exhibit A. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.
- § 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.
- § 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.6.4 Workers' Compensation at statutory limits.
- § 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.
- § 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars (\$ \$2,000,000.00) per claim and four million dollars (\$ 4,000,000.00) in the aggregate.
- § 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional

insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.
- § 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.
- § 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- § 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.
- § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate
- § 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or

procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

For Schematic Design Phase Services, references to the Construction Manager apply only to the extent a Construction Manager has been selected.

- § 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.
- § 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.
- § 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.
- § 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

For Schematic Design Phase Services, references to the Construction Manager apply only to the extent a Construction Manager has been selected.

- § 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- § 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.
- § 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

For Schematic Design Phase Services, references to the Construction Manager apply only to the extent a Construction Manager has been selected.

- § 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.
- § 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.
- § 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201TM-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's

services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

- § 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.
- § 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed

User Notes:

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

- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

- § 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- issue Certificates of Substantial Completion;
- forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

SUPPLEMENTAL AND ADDITIONAL SERVICES ARTICLE 4

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility		
	(Architect, Owner, or not provided) Architect – Basic Service		
§ 4.1.1.1 Assistance with Selection of Construction Manager			
§ 4.1.1.2 Programming	Architect – Basic Service		
§ 4.1.1.3 Multiple Preliminary Designs	Architect – Basic Service		
§ 4.1.1.4 Measured drawings	Not provided		
§ 4.1.1.5 Existing facilities surveys	Architect – Basic Service		
§ 4.1.1.6 Site evaluation and planning	Architect – Basic Service		
§ 4.1.1.7 Building Information Model management responsibilities	Architect – Basic Service		
§ 4.1.1.8 Development of Building Information Models for post construction use	Not provided		
§ 4.1.1.9 Civil engineering	Architect – Basic Service		
§ 4.1.1.10 Landscape design	Architect – Basic Service		
§ 4.1.1.11 Architectural interior design	Architect – Basic Service		
§ 4.1.1.12 Value analysis	Not provided		
§ 4.1.1.13 Cost estimating	Architect – Basic Service		
§ 4.1.1.14 On-site project representation	Not provided		
§ 4.1.1.15 Conformed documents for construction	Not provided		
§ 4.1.1.16 As-designed record drawings	Not provided		
§ 4.1.1.17 As-constructed record drawings	Architect – Basic Service		
§ 4.1.1.18 Post-occupancy evaluation	Not provided		
§ 4.1.1.19 Facility support services	Not provided		
§ 4.1.1.20 Tenant-related services	Not provided		
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect – Basic Service		
§ 4.1.1.22 Telecommunications/data design	Architect – Basic Service		
§ 4.1.1.23 Security evaluation and planning	Architect – Basic Service		
§ 4.1.1.24 Commissioning	Not provided		
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not provided		
§ 4.1.1.26 Historic preservation	Not provided		
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect – Basic Service		
§ 4.1.1.28 Other services provided by specialty Consultants	Not provided		
§ 4.1.1.29 Other Supplemental Services	Owner (administrated by architect).		
Site Survey			
Geotechnical - Soil Borings			
Geotechnical - Construction Testing			

§ 4.1.2 Description of Supplemental Services

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

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

See Exhibit A

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

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

See Exhibit A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234TM—2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
 - Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
 - .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
 - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
 - .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .11 Assistance to the Initial Decision Maker, if other than the Architect;
 - 12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method;
 - .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
 - Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
 - .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the

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

- [not used.]
- Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- Evaluating an extensive number of Claims as the Initial Decision Maker; or
- Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
 - (Minimum of one (1) visit per week) to the site by the Architect during construction
 - Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - One (1) inspections for any portion of the Work to determine final completion
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of Substantial Completion of the Project that is included int eh CMR GMP Ammendment, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.
- § 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

- § 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.8 [not used]
- § 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.
- § 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.
- § 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.
- § 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.
- § 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall
 - .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 terminate in accordance with Section 9.5;
 - .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
 - .4 implement any other mutually acceptable alternative.
- § 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.
- § 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved

rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.
- § 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

[]	Arbitration pursuant to Section 8.3 of this Agreement
[X]	Litigation in a court of competent jurisdiction
[]	Other: (Specify)

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

§ 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement,

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- 6 9.7 (Paragraphs deleted) [not used]
- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum (Insert amount)
- .2 Percentage Basis
 (Insert percentage value)

7.25 (seven and one-quarter) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other (Describe the method of compensation)

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

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

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Hourly compensation based and Architect's published rates (Exhibit B)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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

Schematic Design Phase Design Development Phase Construction Documents Phase Construction Phase	thirty thirty thirty ten	percent (percent (percent (percent (30 30 30 10	%) %) %) %)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget

for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

see Exhibit B

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, and standard form documents;
 - .5 Postage, handling, and delivery;
 - .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
 - .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants.
 - .9 All taxes levied on professional services and on reimbursable expenses;
 - .10 Site office expenses:
 - .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
 - .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.
- § 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

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

§ 11.10 Payments to the Architect

- § 11.10.1 Initial Payments
- § 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.
- § 11.10.1.2 [not used]

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

.025 %

- § 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- § 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

- § 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.
- § 13.2 This Agreement is comprised of the following documents identified below:
 - .1 AIA Document B133TM-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
 - .2 [not use]
 - .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- [] AIA Document E234TM—2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

 (Insert the date of the E234-2019 incorporated into this agreement.)
- [X] Other Exhibits incorporated into this Agreement:

 (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Proposal letter

Exhibit B: Architect's Hourly Rates

.4 Other documents:

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

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Show, Suffice (Musiclewicz, AIA

(Printed name, title, and license number, if required)

(1714570058)

User Notes:

Portage Street, Doylestown, Oh	no, with the following member	s present.		
			3	
The Treasurer advised the and the implementing rules ado	ne Board that the notice require pted by the Board pursuant the			
	moved the ado	ption of the fol	lowing Resolution	n:
	RESOLUTION NO	24		

The Board of Education of Chippewa Local School District, Ohio, met in regular session on June

A RESOLUTION APPROVING AND AUTHORIZING A GROUND LEASE, LEASE-PURCHASE AGREEMENT AND RELATED DOCUMENTS PROVIDING FOR FINANCING THE COSTS OF THE CONSTRUCTION, ENLARGING OR OTHER IMPROVEMENT, FURNISHING AND EQUIPPING, AND THE LEASE AND EVENTUAL ACQUISITION, OF FACILITIES OR IMPROVEMENTS TO FACILITIES FOR SCHOOL DISTRICT PURPOSES, INCLUDING ADDING TO, RENOVATING, REMODELING, FURNISHING, EQUIPPING AND OTHERWISE IMPROVING THE SCHOOL DISTRICT'S EXISTING INTERMEDIATE SCHOOL AND CLEARING, IMPROVING AND EQUIPPING ITS SITE, AND AUTHORIZING AND APPROVING OTHER RELATED MATTERS.

WHEREAS, Section 3313.375 of the Revised Code provides that the board of education of a school district may enter into a lease-purchase agreement providing for the construction, enlarging or other improvement, furnishing and equipping, and lease and eventual acquisition, of facilities or improvements to facilities for any school district purpose, and, in conjunction therewith, may grant a lease for land and existing improvements under the board's control for a period not more than five years longer than the term of the lease-purchase agreement; and

WHEREAS, Section 3313.375 further provides that the obligations of the board of education under such a lease-purchase agreement shall not be construed as net indebtedness of that school district pursuant to Section 133.06 of the Revised Code; and

WHEREAS, capitalized words and terms used and not otherwise defined in this Resolution have the meanings assigned to them in Section 1; and

WHEREAS, this Board has determined to provide for the construction, enlarging and other improvement, furnishing and equipping, and the lease and eventual acquisition, of facilities and improvements to facilities for School District purposes, including adding to, renovating, remodeling, furnishing, equipping and otherwise improving the School District's existing Intermediate School and clearing, improving and equipping its site; and

WHEREAS, it will be necessary for this Board to enter into a ground lease, lease purchase agreement and other agreements in order to finance the cost of the above-referenced improvements, all in accordance with the laws of the State, including, but not limited to, Section 3313.375;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Chippewa Local School District, County of Wayne, Ohio, that:

Section 1. <u>Definitions.</u> In addition to the words and terms defined in the recitals to this Resolution and in the Facilities Lease, the following words and terms shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

"Ancillary Project Site" means the Ancillary Project Site as and if described in the Facilities Lease.

"Assignment" means the Assignment of Leases between the Corporation and the Trustee, assigning to the Trustee all rights and interest of the Corporation, except for certain Unassigned Rights (as defined in the Assignment), under the Ground Lease and the Facilities Lease, as the same may be amended or supplemented from time to time in accordance with its terms.

"Base Rent" means the payments specified as Base Rent in the Facilities Lease.

"Board" means the Board of Education of the School District.

"Capitalized Interest Fund" means the special fund or account to be established in the custody of the School District pursuant to the Trust Agreement for the payment of the interest components of Base Rent, all in accordance with Section 5705.10 of the Revised Code.

"Certificate Payments" means, for any period or payable at any time, the principal of and interest and any premium on the Certificates for that period or payable at that time (whether on a scheduled payment date or pursuant to or upon redemption or otherwise), as the case may be.

"Certificates" means Certificates of Participation in the payments of Base Rent to be made by the Board under the Facilities Lease and to be issued as one or more series under the Trust Agreement for the purpose of paying Project Costs, and which will constitute "fractionalized interests in public obligations", as defined in Section 133.01 of the Revised Code.

"Closing Date" means, as to the Series 2024 Certificates, the date of physical delivery of, and payment of the purchase price for, the Series 2024 Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, the Treasury Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any

amendments of or successor provisions to the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a section of the Code includes any applicable successor section or provision and applicable Treasury Regulations, rulings, announcements, notices, procedures and determinations pertinent to that section.

"Continuing Disclosure Agreement" means the agreement authorized by Section 4(d), as it may be modified from the form on file with the Treasurer in accordance with Section 4(d), and which shall constitute the continuing disclosure agreement made by the School District for the benefit of holders and beneficial owners of the Series 2024 Certificates in accordance with the Rule.

"Corporation" means the Ohio School Building Leasing Corporation, an Ohio nonprofit corporation, and its successors and assigns.

"Facilities Lease" means the Lease-Purchase Agreement between the Lessor, as lessor, and the Board, as lessee, conveying a leasehold interest in the Leased Property, and under which the Board shall lease the Leased Property for an initial term and renewal terms that are subject to renewal upon appropriations being made by this Board of funds sufficient to pay the Base Rent due during each such term, as the same may be amended or supplemented from time to time in accordance with its terms.

"Ground Lease" means the Ground Lease between the Board, as ground lessor, and the Lessor, as ground lessee, conveying a leasehold interest in the Project Site, as the same may be amended or supplemented from time to time in accordance with its terms.

"Issuance Expense Fund" means the Chippewa Local School District Issuance Expense Fund — 2024, and any accounts created therein pursuant to the Trust Agreement, to be established in the custody of the Trustee under the Trust Agreement for the deposit, investment and application of that portion of the Series 2024 Certificates, if any, specified in the Purchase Agreement, and used to pay costs of issuing the Series 2024 Certificates.

"Leased Property" means collectively the Project Site and the Project Facilities, as described in the Facilities Lease, as revised from time to time in accordance with the terms of the Facilities Lease.

"Lessor" means the Corporation and its successors and assigns as lessee under the Ground Lease and as lessor under the Facilities Lease, including the Trustee.

"Original Purchaser" means Robert W. Baird & Co. Incorporated, or such other purchaser or purchasers as are specified as the Original Purchaser in the Purchase Agreement.

"Other Facilities" means any facilities and improvements to facilities for School District purposes that are not included in the Leased Property under the Facilities Lease.

"President" means the President of the Board or, in that person's absence, the Vice President of the Board.

"Principal Payment Date" means, as to the Series 2024 Certificates, unless otherwise specified in the Purchase Agreement, December 1 of each year during which Series 2024 Certificates are outstanding, provided that the final Principal Payment Date shall not be later than the earlier of 30 years

(in accordance with Section 3313.375 of the Revised Code) or the end of the weighted average useful life of the Project Facilities as estimated on the Closing Date.

"Project Costs" means the costs of the Project Facilities and Other Facilities, including the interest component of Base Rent accruing during construction of the Project Facilities and costs of issuing the Certificates.

"Project Facilities" means those improvements to be financed, in whole or in part, with the proceeds of Certificates and which are described in the Facilities Lease (as the same may be changed or amended as permitted under this Resolution), generally, improvements to the School District's existing Intermediate School and certain other improvements upon the Project Site, together with any additions, modifications and substitutions thereto as permitted under the Facilities Lease.

"Project Fund" means the special fund, and any accounts therein, to be established in the custody of the School District pursuant to the Facilities Lease for the deposit, investment and application of that portion of the proceeds of the Series 2024 Certificates specified in the Purchase Agreement and to be used for Project Costs, all in accordance with Sections 5705.09(E) and 5705.10 of the Revised Code.

"Project Site" means the Project Site as described in the Facilities Lease, to include (i) the real estate upon which the Project Facilities are to be constructed or installed as described in the Facilities Lease, and (ii) if necessary or desirable due to insurance requirements or otherwise (which determination shall be conclusively made by the officers signing the Ground Lease and the Facilities Lease), the Ancillary Project Site, subject to any release provided for in the Ground Lease and the Facilities Lease.

"Purchase Agreement" means the agreement among the Board, the Trustee and the Original Purchaser, authorized under this Resolution with respect to the purchase of the Certificates.

"Rule" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934, as it may be amended and/or supplemented from time to time.

"School District" means Chippewa Local School District, Ohio, including the Board.

"SEC" means the Securities and Exchange Commission.

"Series 2024 Certificates" means the Certificates of Participation, Series 2024, to be issued pursuant to the Trust Agreement.

"Superintendent" means the Superintendent of the School District.

"Treasurer" means the Treasurer of the Board.

"Trust Agreement" means the Trust Agreement between the Corporation and the Trustee, pursuant to which the Corporation will assign to the Trustee the Corporation's interests in the Ground Lease and the Facilities Lease and will direct the Trustee to and the Trustee will issue and sell the Series 2024 Certificates, and proceeds of the sale of the Series 2024 Certificates will be made available to pay Project Costs, as the same may be amended or supplemented from time to time in accordance with its terms.

"Trustee" means Zions Bancorporation, National Association, or such other bank or trust company as is specified as the Trustee in the Purchase Agreement.

Ground Lease, Facilities Lease and Trust Agreement. It is necessary, proper and in Section 2. the best interest of the School District to authorize, and this Board does hereby authorize, the signing, delivery and sale by the Trustee of the Series 2024 Certificates on terms consistent with this Resolution to provide funds to pay Project Costs, including expenses relating to the issuance of the Series 2024 Certificates. The Series 2024 Certificates shall be designated "Certificates of Participation, Series 2024, Evidencing the Proportionate Interests of the Owners Thereof in Base Rent to be Paid by the Board of Education of Chippewa Local School District, Ohio", or such other designation as is provided for in the Purchase Agreement. The Treasurer is authorized to select a bank or trust company as the initial Trustee, after determining that such bank or trust company meets the requirements for successor trustees set forth in the Trust Agreement. The President and the Treasurer are authorized to sign and deliver the Ground Lease and the Facilities Lease and to file the same, or signed memoranda thereof, in the Official Records of the County of Wayne, and to signify approval of the Assignment and the Trust Agreement in substantially the forms as are now on file with this Board. Each of the Ground Lease, the Facilities Lease, the Assignment and the Trust Agreement is approved in substantially the form as is now on file with this Board, together with any changes or amendments that are not inconsistent with this Resolution and are not substantially adverse to the School District that are approved or consented to by the officer or officers signing or signifying the approval of that document on behalf of this Board, all of which shall be conclusively evidenced by the signing of the Ground Lease and the Facilities Lease or amendments thereto and the signifying of approval of the Assignment and the Trust Agreement or amendments thereto by that officer or those officers. This Board's obligation to pay Base Rent during each term of the Facilities Lease shall constitute a "public obligation", and the Series 2024 Certificates shall constitute "fractionalized interests in public obligations", each as defined in Section 133.01 of the Revised Code.

Section 3. <u>Leased Property.</u> This Board hereby determines that the Leased Property and its use are essential to the School District including but not limited to its proper, efficient and economic operation and the welfare of its students.

Section 4. Determination of Facilities Lease Terms and Sale of the Series 2024 Certificates.

(a) Facilities Lease Terms. The Treasurer is hereby authorized to determine (which determination shall be confirmed by the Treasurer by the signing of the Purchase Agreement), having due regard for the best interest of and financial advantages to the School District: (i) the schedule of Certificate Payments and the Base Rent payable under the Facilities Lease, provided, that: (A) neither the aggregate principal amount of the Series 2024 Certificates nor the aggregate principal components of Base Rent shall exceed \$12,000,000, (B) the final payment of Base Rent attributable to the Series 2024 Certificates shall be due not later than the final Principal Payment Date as provided in the definition of Principal Payment Date in Section 1 and (C) the aggregate true interest cost of the Series 2024 Certificates shall not exceed 7% per year, and (ii) the redemption terms, if any, for the Series 2024 Certificates and the corresponding prepayment provisions under the Facilities Lease; provided that the period during which no redemption and prepayment is permitted shall not be longer than 10½ years from the Closing Date and the redemption premium shall not exceed 3% of the principal amount redeemed.

The School District acknowledges that the aggregate principal component of the Base Rent shall be equal to the aggregate principal amount of the Series 2024 Certificates and shall be that amount that, together with other funds to be made available for the Project Costs, shall be sufficient to pay Project

Costs, including without limitation the cost of capitalized interest and providing any reserves that the Treasurer determines are necessary and appropriate for the Series 2024 Certificates to be issued on the terms most favorable to the School District as the payor on the public obligations in which the Series 2024 Certificates constitute fractionalized interests, and the costs of issuance of the Series 2024 Certificates to be paid from the proceeds of the Series 2024 Certificates, including underwriter's discount, and which the Treasurer determines are necessary and reasonable in light of the character of the Series 2024 Certificates. The School District further acknowledges that the Certificate Payments shall include interest payments that shall be based upon the interest components of the Base Rent. The Series 2024 Certificates may be issued in one or more series that may differ as to credit enhancement, priority of payment and other terms. The Base Rent to be payable during each lease term of the Facilities Lease shall be an amount sufficient to pay the Certificate Payments that are due and payable during that lease term, and such Base Rent shall be specified or determined in an exhibit to the Facilities Lease; provided, however, that the School District's obligation to pay Lease Payments, including Base Rent, is subject to appropriation and certification as provided in the Facilities Lease and nothing in the Facilities Lease, the Series 2024 Certificates or the Trust Agreement shall constitute a debt of this Board or a pledge by this Board, or an obligation of this Board, of any taxes or other money to the payments due thereunder. All determinations required by this subsection (a) shall be confirmed by the Treasurer or the President by the signing of the Purchase Agreement.

- (b) Purchase Agreement. The Treasurer or, in the absence of the Treasurer, the President, is authorized to sign and deliver, in the name and on behalf of the School District, the Purchase Agreement providing for the sale of the Series 2024 Certificates, provided that the purchase price for the Series 2024 Certificates shall not be less than 97% of the aggregate principal amount thereof. The Purchase Agreement is approved in substantially the form as is now on file with this Board, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the officer signing on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Purchase Agreement by that officer.
- (c) Primary Offering Disclosure. The President, the Treasurer and the Superintendent are authorized and directed, on behalf of the School District and in their official capacities, to (i) prepare or cause to be prepared, and to make or authorize modifications, completions or changes of or supplements to, a disclosure document in connection with the original issuance of the Series 2024 Certificates, (ii) determine, and to certify or otherwise represent, when the disclosure document is to be "deemed final" (except for permitted omissions) by this Board as of its date or is a final "official statement" for purposes of the Rule, (iii) approve and authorize the use and distribution of that disclosure document and any supplements thereto in connection with the original issuance of the Series 2024 Certificates, and (iv) complete and sign the disclosure document and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of the disclosure document and any supplements as may in their judgment be necessary or appropriate.
- (d) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Series 2024 Certificates, the School District agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The President, the Treasurer and the Superintendent are authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the School District, in substantially the form as is now on file with the Treasurer. The Continuing Disclosure Agreement is approved,

together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the President, the Treasurer and the Superintendent on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Treasurer is further authorized and directed to review and, as necessary, revise and update the School District's procedures in order to ensure compliance by the School District with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Treasurer shall consult with and obtain legal advice from, as appropriate, bond counsel, disclosure counsel or other qualified independent special counsel selected by the School District. The Treasurer, acting in the name and on behalf of the School District, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the School District of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

- Application for Rating or Insurance; Financing Costs; Title Matters. If, in the judgment (e) of the Treasurer, the filing of an application for (i) a rating on all or a portion of the Series 2024 Certificates by one or more nationally-recognized rating services, (ii) a policy of insurance or other credit enhancement facility from a company or companies to better assure the payment of principal of and interest on all or a portion of the Series 2024 Certificates, or (iii) a surety bond or other credit enhancement facility from a company or other companies to satisfy all or a portion of any reserve requirement for the Series 2024 Certificates is in the best interest of and financially advantageous to this School District, the Treasurer is authorized to prepare and submit those applications, to provide to each such service, company or other credit enhancement facility provider such information as may be required for the purpose, and to enter into any agreements, in the name and on behalf of this Board, as may be required for the purpose, and to accept a commitment for any such policy. The cost of obtaining each such rating and any such policy, bond or credit enhancement facility, except to the extent paid by the Original Purchaser in accordance with the Purchase Agreement, shall be paid from the proceeds of the Series 2024 Certificates to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Treasurer is hereby authorized, to the extent necessary or required, to enter into any commitments or agreements, in the name and on behalf of the School District, that the Treasurer determines to be necessary in connection with obtaining any such rating, policy or other credit enhancement facility. The Treasurer is authorized to commission real estate due diligence reports on the parcel(s) of real property comprising the Project Site as may be required in connection thereto, which reports may be in the form of lien search rather than a full title commitment, if acceptable to such service, company or other credit enhancement facility provider. This Board acknowledges that such service, company or other credit enhancement facility provider may request this Board to represent, warrant and covenant that is has, and will maintain, good and indefeasible marketable fee simple title to the Project Site and all buildings, property and improvements comprising the Leased Property during the term of the Ground Lease and, pending review and consideration of the aforesaid real estate due diligence reports and any related title information, this Board anticipates being willing to make that representation, warranty and covenant on the Closing Date.
- (f) Use of Proceeds of the Series 2024 Certificates. The proceeds received from the sale of the Series 2024 Certificates (i) for payment of costs of the Project shall be paid into the Project Fund, (ii) for payment of interest components of Base Rent shall be paid into the Capitalized Interest Fund and (iii) for payment of costs of issuance of the Series 2024 Certificates shall be paid into the Issuance

Expense Fund to the extent such costs are not paid by the Original Purchaser pursuant to the Purchase Agreement, all as provided in the Trust Agreement.

Section 5. Other Actions and Instruments. The President, the Superintendent and the Treasurer are each hereby authorized to take any and all other actions and to sign and deliver any and all other instruments, agreements, certificates and documents as may in their judgment be necessary, desirable, advisable or appropriate in connection with the signing and delivery of the Ground Lease and the Facilities Lease, the signing and delivery of the Series 2024 Certificates by the Trustee and the purchase of the Series 2024 Certificates by the Original Purchaser in order to give effect to the transactions contemplated to be performed on the part of the School District under the Ground Lease, the Facilities Lease and the Purchase Agreement.

Section 6. <u>Tax Covenants.</u> This Board covenants that it will use, and will restrict the use and investment of, the proceeds of the Series 2024 Certificates in such manner and to such extent as may be necessary so that (a) the Series 2024 Certificates will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as obligations the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Series 2024 Certificates will not be treated as an item of tax preference under Section 57 of the Code.

This Board further covenants (a) that it will take or cause to be taken such actions that may be required of it for the Series 2024 Certificates to be and to remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply or cause the application of the proceeds of the Series 2024 Certificates to the governmental purpose of the borrowing, (ii) restrict yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Treasurer, or any other officer of the School District having responsibility for the signing of the Facilities Lease, is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the School District with respect to the Series 2024 Certificates as the School District is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Facilities Lease and the Series 2024 Certificates or interest components thereof or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the School District, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Series 2024 Certificates, and (c) to give one or more appropriate certificates of the School District, for inclusion in the transcript of proceedings for the Series 2024 Certificates, setting forth the reasonable expectations of the School District regarding the amount and use of all the proceeds from the sale of the Series 2024 Certificates, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Series 2024 Certificates. The Treasurer is specifically authorized to designate the Series 2024 Certificates as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Retention of Bond Counsel and Disclosure Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel and disclosure counsel, are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Series 2024 Certificates, assisting the School District in preparing certain portions of the disclosure document for the Series 2024 Certificates and the rendering of the necessary legal opinions upon the delivery of the Series 2024 Certificates. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services whether or not the Series 2024 Certificates are issued. The Treasurer is authorized and directed, to the extent they are not paid by the Original Purchaser in accordance with the Purchase Agreement or from the proceeds of the Series 2024 Certificate in the Issuance Expense Fund, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 8. Retention of Underwriter. The services of Robert W. Baird & Co. Incorporated, as underwriter, are hereby retained. In rendering those services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those services, and that firm shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those services whether or not the Series 2024 Certificates are issued. The Treasurer is authorized and directed, to the extent they are not paid by the Original Purchaser in accordance with the Purchase Agreement or from the proceeds of the Series 2024 Certificate in the Issuance Expense Fund, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 9. <u>Severability.</u> Each section of this Resolution and each part of each section hereof is hereby declared to be independent, and the finding or holding of any section or part of any section hereof to be invalid or void shall not be deemed or held to affect the validity of any other section or part of any section of this Resolution.

Section 10. <u>Prior Acts Ratified and Confirmed</u>. Any actions previously taken by School District officials or agents of this Board in furtherance of the matters set forth in this Resolution are hereby approved, ratified and confirmed.

Section 11. <u>Compliance with Open Meeting Requirements.</u> This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

convenience of reference and in no way define subsections, paragraphs, subparagraphs or clause	, limit or describe the scope or intent of any Sections, es hereof.
Section 13. <u>Effective Date.</u> This Resolutis adoption.	ution shall be in full force and effect immediately upon
se	conded the motion.
Upon roll call on the adoption of the fore	egoing Resolution, the vote was as follows:
	<u> </u>
TREASURER	'S CERTIFICATION
Education of Chippewa Local School District, C	rom the minutes of the regular meeting of the Board of thio, held on June 10, 2024, commencing at 6:00 p.m., in School, 466 South Portage Street, Doylestown, Ohio, above.
Dated: June 10, 2024	The state of the s
	Treasurer, Board of Education Chippewa Local School District, Ohio

Section 12. Captions and Headings. The captions and headings in this Resolution are solely for



•	
PROPOSAL SUBMITTED TO:	LOCATION: June 6, 2024
TODD OSBORN	HS Track
CHIPPEWA LOCAL SCHOOLS	
PHONE: (440)-835-6319 FAX:	Is job located within the city limits? no yes
PAYMENT TERMS: Net upon completion - 1½% per month (18% APR) fi and labor according to the specifications below, for the sum of:	nance charge on all balances over 30 days. We propose to furnish material
\$73,	700.00
	dard practices. Changes from specifications involving additional costs will only all agreements contingent upon strikes, accidents, or delays beyond our control. e fully covered by Worker's Compensation Insurance.
ESTIMATOR: Glen Maurer	
SPECIFICATIONS:	
 DEDUCT – Trucking from asphalt milling - \$11,000 ADD - Undercut track 2" - \$11,130 DEDUCT – Trucking from 2" undercut - \$3,300 ADD - Cement Stabilize track 12" deep with 5% Por ADD - Fine Grade Behind Stabilization - \$9,968 Cap track with 1" of #411 limestone – In Base Bid 	
Upon acceptance, please	tions listed above require additional charges. e sign and return one copy.
ACCEPTANCE: The above specifications, conditions, and price(s) are accelled a condition of the conditions of the conditi	ptable. I authorize Vasco to do the world as specified.
DATE OF ACCEPTANCE	AUTHORIZED SIGNATURE

4270 Sterilite Street SE, Massillon, OH 44646 • (800) 487-0422 • (330) 832-5151 • fax (330) 832-4475 • www.thevascogroup.com

2024/2025 Proposed Administrative Payroll

			di lilili	ative Fa	YI OII	Board				
Admin			Contract	Contract	Contract	Approval Contract	Step at	Salary	Vac	Vacation
Tier Level	NAME	Title	start date	end date	Years	Date	Aug 1	2024-2025		Day#
2	Tim Adams	Principal-JRSR High School	8/1/2024	7/31/2027	ω	4/19/2024	14	\$111,146.78		0
2	Jud Hartman	Assist Principal- JRSR High School	8/1/2024	8/1/2024 7/31/2025	H	5/13/2024	0	\$75,867.79		0
2	Mike Bohley	Athletic Director	8/1/2023	8/1/2023 7/31/2025	2	1/9/2023	ω	\$76,302.40		0
2	Jamie Zollinger	Principal-Chip Intermediate School	8/1/2023	8/1/2023 7/31/2026	ω	1/9/2023	თ	\$85,429.21		0
2	Angela Delotte	Principal-Hazel Harvey Elem School	8/1/2022	8/1/2022 7/31/2026	2+2 ext	1/9/2023	6	\$78,910.06		0
2	Jodie Hughes	Literacy Coordinator	8/1/2022	8/1/2022 7/31/2025	ω	4/11/2022	11	\$89,775.31		0
2	Caitlyn Schrock	Director of Student Services	8/1/2023	8/1/2023 7/31/2026	ω	1/9/2023	0	\$78,910.06		0
ω	Kassey Starr	School Psychologist	8/1/2023	8/1/2023 7/31/2026	ω	1/9/2023	00	\$68,271.56		0
ω	Rob Marshall	Director of Operations	8/1/2024	8/1/2024 7/31/2027	ω	4/19/2024	5	\$89,284.01		20
ω	Robin Coffee	Transportation Supervisor	8/1/2024	8/1/2024 7/31/2026	2	3/11/2024	ω	\$44,588.21		0
ω	Christine Schafrath	Food Service Supervisor	8/1/2022	7/31/2025	ω	1/10/2022	10	\$46,743.87		0
4	Rebecca Cargill	Treasurer's Assistant - P/R	8/1/2023	7/31/2026	ω	1/9/2023	10	\$46,213.44		15
4	Marilyn Roehrich	Treasurer's Assistant - A/P	8/1/2022	7/31/2025	ω	3/14/2022	9	\$45,553.25		15
4	Tiffany McMillen	Executive Administrative Assistant	8/1/2024	8/1/2024 7/31/2027	ω	5/8/2023	H	\$40,271.71		10
4	Mary Stein	EMIS Coordinator - (part-time)	8/1/2024	8/1/2024 7/31/2025	Н	5/8/2023	1	\$24,395.36		0



2024-25 Handbook



Chippewa High School Bands

Nick Hann- Director 466 S Portage St, Doylestown, OH 44230 (330)658-2011 chippewaperformingarts.org

Welcome to the Chippewa High School Band program!

You are part of an amazing organization that has a reputation for being excellent not only in performance, but also in personal character. As part of the band, you have a responsibility to help maintain this reputation AND you have the opportunity to make it even better! The entire instrumental music department functions on the principle of working together to be part of something greater than each individual. This handbook will provide you with the information you need to get started on your pathway to success. Take a moment to read everything. Look at it as an opportunity to reflect on yourself and imagine how you can fit into the group around you as a positive influence.

As always, if you have questions or concerns, ask any of our student leaders, or Mr. Hann. We are here to help you succeed!

STAFF DIRECTORY

Nicholas Hann

5/13/24, 1:48 PM

Director of Bands nihann@chippewaschools.org (937) 823-8973

Shauna Knight

Choir Director Drama Director smcclosky@chippewaschools.org

GENERAL POLICIES

Tobacco, Alcohol, and Drugs

The Chippewa High School Band will follow the school policy as it applies to drugs, alcohol, or drug paraphernalia. Any student found in possession of drugs, alcohol, or drug paraphernalia during a band event will be immediately removed from the program.

Food, Gum, Trash, etc.

No food or drink is permitted in the band room except water. Food should not be consumed at band events except during breaks or designated times. No trash is to be left at any rehearsal or performance site.

Bus Trips

All members are required to ride the provided bus to all performances not at CHS. There will be 2 adults on each bus. They are in charge. All recorded music sources must have headphones. The noise level must be kept down on all bus trips.

Public Displays of Affections

All school policies will be enforced. Don't let your actions infringe on others. This is in effect on all bus rides as well.

Sportsmanship

Think before you speak or act. "If you can't say something nice, don't say anything at all." Please conduct yourself at a high level at all times – you represent both the band and Chippewa High School.

THREE SIMPLE RULES

- 1. If you would not do it or say it while standing next to Mr. Hann, it is probably not appropriate behavior and should not take place.
- 2. You are responsible for the actions and behaviors of The Chippewa High School Bands. You are responsible for each other.
- 3. You are expected to strive toward maturity. Maturity... Having attained a high quality or desired state by constant growth and development, often displayed by doing the appropriate thing at the appropriate time.

RESPONSIBILITIES OF ALL MEMBERS

Responsibility to yourself:

You owe yourself the benefit of TRYING --TRYING to play your best, TRYING to march your best, TRYING to perform your guard routine the best you can, TRYING to get along with others, TRYING TO BE THE BEST PERSON YOU CAN BE! Your job is always to help contribute to the success of the group and NEVER take away from that success!

Responsibility to Each Other:

Getting along with others in our complex society is indeed a difficult task. You have the obligation and responsibility to respect the rights of others. Antisocial behavior will only breed poor behavior in others and bring unwanted trouble into the band. Excessive talking, rumors, bad manners, etc. are all examples of antisocial behavior. Please respect the rights of others both in and out of rehearsal, and treat others as you wish to be treated. You are either part of the solution or part of the problem. Think carefully before you act or speak!

THERE WILL BE NO INITIATION OR HAZING OF ANY KIND. THIS BEHAVIOR
ONLY DESTROYS TEAMWORK!

CONCERT BAND DRESS CODE

Students in any of the concert or jazz bands are expected to dress up for all performances. If there are any questions or concerns regarding the dress code or the ability to acquire the proper clothes please meet with Mr. Hann. The MANDATORY Dress Code is as follows:

Boys

All boys should wear dress pants/slacks and a dress shirt with an optional *Black* tie. For Concert Band dress is "Concert Black" meaning that every article of clothing should be black.

Girls

All girls should wear either a dress, skirt & top, or dress pants & top. Skirt/dress length should allow for correct playing posture while also following school dress-code policies. Students should make appropriate decisions regarding tights/hose as well as shoes. The outfit should follow the black color scheme of the ensemble (no colorful tops, scarves, etc). Note: Please keep in mind that the stage elevates your feet to the audience's eye level. Think about the placement of your instrument and how that might impact what you can or should wear.

Jazz Band

Jazz band members should abide by the guidelines listed above. Additionally, students will be required to wear a tie(determined by section).

GRADE PLAN

Daily Grade (50%)

Daily grades include having the proper equipment with you at every rehearsal. This includes:

- 1. Instrument in good working order
- 2. Music and Handouts
- 3. Pencil
- 4. Misc. supplies including reeds, valve oil, slide cream/grease, and any other item that you need to participate in band

Students are expected to participate in a positive manner. Lack of effort and disruptive behavior will not be tolerated and will result in the loss of daily grade and/or other disciplinary actions as necessary.

Skills Assessments (50%)

In addition to the playing and written tests mentioned above, students will also have an additional short skills assessment throughout the quarter. These skills assessments will cover the basics, such as scales, articulation and rhythmic patterns, and other fundamental playing skills. These may also be administered through SmartMusic, Google Classroom, or through other means.

Students will have an opportunity to earn extra credit points towards Skills Assessments by participating in other music department activities each quarter. Information for this will be available at the beginning of each quarter.

Concert Attendance

Posted on the band website (chippewaperformingarts.org) is a concert schedule for this school year. Please review the calendar and place the dates on your family calendar. Students are required as part of their grade to be at their band's performances. Unexcused absences from a concert will result in the lowering of your overall grade by 15 percent.

A Note on Effort

It is our hope that your band experience will be enjoyable as well as educational. All we ask is that you try. It is your responsibility to yourself as well as to the band to not only put effort into each and every class, but also into your growth as a musician. That is what makes band different from every other class you have at school -if you don't try to improve on a personal level then the rest of the class will suffer. We have very little patience for someone who is holding us up due to a lack of effort.

FOR PARENTS

The Chippewa Music Boosters(CMB) consists of parents of students from band, color guard, choir, and drama. Through their various fundraisers, they contribute a significant percentage of the operating budget of each of the music department organizations. As public school budgets get tighter and tighter, the importance of our Chippewa Music Boosters becomes more and more important. Meetings are held 7pm the second Tuesday of each month in the Choir Room. All parents are encouraged to attend meetings, and participate in their various activities.

Website

All information and updates are available on our band web page. CMB information is also available on the site. (chippewaperformingarts.org)

Recording performances

Some OMEA events prohibit the use of audio or video recording devices (including smart phones). Please check to be sure whether or not it is ok to record each performance. Failure to comply with OMEA regulations will result in the performing group's disqualification from the adjudicated event.

Communication App

This year we will be using "Slack" as our primary communication app. It is incredibly important that every student has at least one parent or guardian on the app as this is how we will communicate bus arrival times and other time sensitive information. For those who are understandably concerned with being spammed by lots of extraneous notifications, Slack has an option where you can limit notifications to @ Messages only. This will limit your notifications to messages directed specifically at you. Slack is best utilized as a phone app but can also be accessed via computer browser. To sign-up for slack please go to our band website and check the tab labeled "Marching Band"

Communicating concerns

If you have concerns, please contact Mr. Hann directly, not a student leader. Please understand that with the large number of students enrolled in band, it may take some time for a reply. Be patient! Concerns will be addressed appropriately in a timely manner.

TRIP CHAPERONES

Band parents are used to chaperone all band trips. Parents will be given the opportunity to sign up online for the trips they are interested in. Chaperones will then be assigned to specific trips to chaperone. Watch the website starting in July to learn how to sign up.

Are there any costs?

Chaperones travel free on school buses (2 adults per bus). Parents get in to most shows free; however, some events do charge chaperones an admission charge. This is determined by the host school and we do not always know ahead of time which show will charge and which will not. If we travel by charter bus, parents pay their share of total bus cost (total cost of bus divided by 55). If the band stays overnight in a hotel, parents are charged for their rooms, meals, and any admission charges. The band will book all reservations, and parents will pay the band. (May vary depending on trip)

Can younger siblings come along with chaperoning parents?

No, siblings are not permitted to travel on school or charter buses.

Do chaperones get meals that are provided for the band?

Yes, any meal that is provided for the band will also be provided for parents who are chaperoning that trip as well as all bus and truck drivers. (We can't feed additional parents or siblings) These meals are pre-planned and paid for. We can't add numbers at the last minute.

What do chaperones do?

The truth is, if things go as expected, not much. You should get to just sit back and see the behind-the-scenes activities of the band. Student bus captains will take attendance. Staff will do all room checks. Students will do all loading and unloading of buses and trucks. It is fun to see how it all works. Just sit back and wonder why they don't work that hard and that fast at home!

If I have questions who should I contact?

Please contact Mr. Nick Hann by email, if you have questions or concerns.

The ABC's of Hazel Harvey Elementary School



A Handbook for Parents & Students 2024-2025

Hazel Harvey Elementary School

165 Brooklyn Ave.
Doylestown, OH 44230-1398
Phone (330) 658-2522
Fax (330) 658-3644
www.chippewa/k12.oh.us

Principal: Angela Deiotte

Administrative Assistants: Mrs. Kathi Galehouse & Katie Zollinger

WELCOME TO HAZEL HARVEY ELEMENTARY SCHOOL

All the staff and volunteers of Hazel Harvey Elementary School welcome you to an exciting new year. We hope you will set your goals high to become a positive learner and a role model for your peers. You will have many opportunities to gain knowledge in a variety of ways. You will also have the opportunity to participate in many activities that will generate years of memories.

You are encouraged to develop special friendships with students and teachers from your grade level team. All of the teachers, specials teachers, secretaries, administrators, cafeteria and custodial workers are here to help you. Our goals are to help you obtain your optimum performance. Set your goal to be successful, and we are all on board to make that happen for you.

Success requires a positive effort and a commitment. Being attentive to the teacher, participating in class, completing tasks on time, and striving to do your best are just a few of the commitments you need to obtain. You need to always believe in yourself and have a positive attitude.

Parents, too, are an important part of your success. Ask your parents for help with your schoolwork. Share with your parents what you have learned each day. Work with your parents on establishing a study area and a study time at home. Your success is a team effort--a team made up of your school, your parents and yourself. Strive for excellence this year and enjoy your year!!!

ACADEMIC EXPECTATIONS

N/A - Not Assessed

A - Advanced Understanding

Non-graded progress reporting will be provided on the report card for **grades K-2**. The following is the non-graded reporting scale:

Standard has not been taught yet.

A - Advanced Onderstanding	independently exceeds grade level standards.
S – Skilled	Student performance demonstrates an understanding of the knowledge and skills expected at this grade level. Student demonstrates consistent application of skills.
P – Progressing	Student performance is progressing toward the knowledge and skills expected at this grade level. Skills are not yet mastered.

Student demonstrates a deener understanding of grade level standards. Student

The progress report also identifies the **effort** in each academic area and reports your child's effort level with a +, $\sqrt{\text{or}}$. The + shows consistently high effort, the $\sqrt{\text{shows expected effort and the}}$ shows minimal effort.

ADDRESS/PHONE NUMBER CHANGE

Chippewa Local Schools is utilizing an online data recording system for all school forms. Your child/children's information will need to be input electronically through Final Forms (http://www.chippewa.k12.oh.us/district/final-forms) in order for the school to have up to date information for your child(ren). Please update the information within this site as well as notify the school secretary immediately of any change in residential address, emergency contact person, **custody** of children, or telephone numbers. This information is vital in case of an emergency. Please include home, cell and work numbers and e-mail address and at least two other contact people.

ARRIVAL and PICK-UP BEFORE AND AFTER SCHOOL WITH NEW BUSING ROUTES:

The school day is from 8:25 am (tardy bell at 8:40) until 3:30 pm.

Since we will have a combination of students walking to school, transported by private vehicles, and arriving by bus, we will need to keep the arrival and dismissal of school organized as much as possible. Therefore, we are asking for everyone's help in promoting the least amount of confusion and the best opportunity for safety by following common sense and consideration.

ARRIVAL TO SCHOOL

Bussed Students:

Students who ride a bus to school will arrive to school through the front driveway and bus loop, using Brooklyn Ave. around 8:15 am. Students will then enter the building, using the cafeteria entrance and will remain in the cafeteria until 8:25...

Drop-Offs:

Drop offs are to use the car loop using the back driveway off of Elmwood Drive and enter the playground doors. The doors of the school will be locked until 8:25 am.

Walkers:

Students who walk to school or are driven to school by their parents need to arrive NO EARLIER THAN 8:25 am. If your child arrives prior to that time, there will be NO supervision for the safety of your child, and they will be waiting outside unsupervised until the doors open. Please remind your child to behave appropriately while waiting at the front door. Some students treat the wait area as a playground experience by running and chasing other students, and we are concerned for everyone's safety.

SCHOOL DISMISSAL

Bussed Students:

Students who ride a bus will be dismissed to the back of the school.

Walkers:

Walkers will be called to assemble at the end of the school day at 3:30. Walkers will exit the school using the main lobby doors and will be escorted by two adults across Brooklyn Ave. and Howard Street.

Students being picked up by parents:

Dismissal will occur through a placard system, where an adult staff member will radio from outside the order in which to line children up as their parents/guardians await in the car loop (off back driveway from Elmwood Dr.). **If you or someone else will be picking up your child, you will need the pickup placard with your child's name on it in order to utilize the car loop for dismissal. Otherwise, you will need to park your car in the main parking lot (using Brooklyn Ave. driveway), enter the building and sign out your child in the lobby. Please DO NOT allow your child to walk out to the parking lot without supervision. If you have car-pooling arrangements and one parent is picking up five children, that parent will need five pick up line placards. These cards will be distributed at Open House and the first week of school for parents who pick their children up every day. You may request a new/additional placard at any time through the school year.

Parents must pick up their children NO LATER than 3:45 pm.

ATTENDANCE AND TARDINESS

<u>Attendance Policy:</u> Regular attendance is important to a child's success in school. It is essential that your child report to class on time and is in school everyday. This habit should be cultivated as early in life as possible. The compulsory attendance laws in Ohio state that parents are responsible for seeing that their children attend school regularly.

Students are permitted (10) days (65 hours) of absence for personal reasons with a note from their parents. On the eleventh (11th) day of absence (excused or unexcused), a student will only be excused from school when presenting proper written documentation from a physician or medical provider, excusing the absence for an illness. Without proper documentation, an absence is considered unexcused. An **excessive** number of unexcused absences will result in a referral to Juvenile Court for truancy. Reminder letters notifying parents of excessive absences without doctor excuses are sent out when children have missed 10 or more days.

The following rules and regulations have been formulated by the Ohio Department of Education, under authority of state law, to be used as guidelines governing the absences of children from school.

An excuse for absence from school may be approved only on the basis of any one or more of the following conditions with proper documentation.

- 1. Extended illness, illness in the family or death of a relative. Written verification from doctor required for extended illness or illness in the family. Extended absence for death of family or relative needs to be discussed with building principal.
- 2. Medical appointments: Students are strongly encouraged to make medical appointments outside of school hours. We understand that this is not always possible, and students are permitted to keep dental or doctor appointments during the school day. A note from the parent stating the time of departure and reason is needed in the office before school. Written verification from the doctor/dentist office following the appointment is needed for the absence to be excused.
- 3. Court appearances with proof of the appearance.
- 4. Quarantine in the home: The absence arising from this condition is limited to the length of quarantine as fixed by the proper health officials.
- 5. Family vacation permission must be obtained in advance using the planned absence form available in the office.

 This will be limited to once per year, five (5) school days maximum, and prior to the 11th day of absence.
- 6. Extreme emergencies approved by the administration.
- 7. Observance of a Religious Holiday: Any student of any religion shall be excused from classes if his/her absences are for the purpose of observing a religious holiday.

If you have not contacted the school, the staff is required by law (O.R.C. 2903.3) to contact you by phone on the first day of your child's absence. Unexcused absences are treated as truancy. Please notify Hazel Harvey Elementary School before 9:00 am if your child will be absent (330-658-2522). Also, an answering machine may be used to contact the school during the evening or prior to 8:00 am each day using the 330-658-2522 number.

Truancy Under Ohio law, Habitual truant refers to a child of compulsory school age who is absent from school without legitimate excuse for the following number of hours (RC 2151.011):

- 30 or more consecutive hours or
- 42 or more hours in one school month or
- 72 or more hours in a school year

Unruly child refers to a habitual truant who has not previously been adjudicated for being a habitual truant (RC 2151.022), but if based solely on being a habitual truant, court shall consider alternatives to adjudication to divert the child from the juvenile court system

Delinquent child applies to a child who violates a court order regarding the child's prior adjudication as an unruly child for habitual truancy, but no longer includes habitual (or chronic) truant (RC 2152.02). By law, schools must take action for any student being truant. Failure to attend school regularly will result in a student being referred to the Wayne County Juvenile Court.

During absence, make-up work will be available upon request by the parent. Requests must be made prior to 9:00 am to assure homework is available in the office the same school day by 3:00 pm. Requests made after 9:00 am may result in homework being available in the office the next school day after 9:00 am. REMINDER: It is the responsibility of the parent to request homework and to collect the schoolbooks and assignments in the office. Make-up work will not be given credit for unexcused absences. Staff prefers that homework be requested after the second day of absence as their first priority is for the student to get well.

LEAVING SCHOOL EARLY

Visitors between 8:40 am and 3:30 pm should not interrupt classrooms. If your child forgot an item, we will call him/her down to the office to get their items. If your student needs to leave the building for an appointment during school hours, the following procedure will be followed:

- 1. If possible, please send a note in advance letting the teacher and office know what time you will need to pick up your child.
- 2. Parents/guardians must come to the office to sign child in/out.
- 3. If individuals other than parents/guardians are picking up students, their names need to be recorded on the child/ren's emergency medical card, and the office will ask for proper identification. If parents/guardians are not picking up their child/ren, we also encourage those individuals to be adults at least 18 years of age.
- 4. Picking up your child early on a daily basis disrupts the classroom teaching environment for the other students in your child's class.

BULLYING RULES

- 1. We will not bully others.
- 2. We will help students who are bullied.
- 3. We will include students who are left out.
- 4. If we know that someone is being bullied, we will tell an adult at school and at home.
- 5. When bullying is reported, staff will respond.

BUS RULES AND BUS CONDUCT REPORTS (BUS TICKETS)

Policies, procedures and guidelines for bus conduct are reviewed with students at the beginning of the year. This includes bus evacuation drills. Students must understand that riding the bus is a privilege and that appropriate behavior is mandatory to maintain that privilege.

Students are required to board and exit the bus at their assigned bus stops. Families will have **ONLY ONE** location for pick-up and drop-off for the school year. Multiple transportation locations will not be accommodated. **Students are not permitted to ride the bus home with other students.**

Bus Rules:

- 1. Observe classroom conduct.
- 2. Be courteous, use no profane language.
- 3. Do not eat or drink on the bus.
- 4. Keep the bus clean.
- 5. Cooperate with the driver.
- 6. Do not smoke.
- 7. Do not damage bus or equipment.
- 8. Stay in your seat.
- 9. Keep head, hands and feet inside the bus.
- 10. Do not fight, push or shove.
- 11. Do not tamper with bus equipment.
- 12. Do not bring pets on the bus.
- 13. Do not bring flammable material on the bus.
- 14. The bus driver is authorized to assign seats.
- 15. Have a safe trip.

Continued violation of bus rules/guidelines will result in removal from the bus for the remainder of the semester or year. With some bus-related violations it may be necessary to exceed the number of days indicated above or to move to an immediate suspension. Students may also be suspended from school for inappropriate behavior on the bus. Bus conduct rules and guidelines are established for the protection and safety of all students. Student behavior that distracts a driver is considered a serious violation of these guidelines.

CONSEQUENCES FOR BUS MISCONDUCT

With some violations it may be necessary to exceed the number of days above or to move to an immediate suspension. Students must also understand that they may also be suspended from school for inappropriate behavior on the bus.

Bus conduct rules and guidelines are established for the protection and safety of all students. Any student behavior that distracts a driver is considered a serious violation of these guidelines.

- 1st and 2nd Bus Ticket: The bus driver will write up a conduct report (bus ticket), and student will receive a discipline and a phone call home from the principal, depending on the situation.
- 3rd Bus Ticket: Up to 3-day suspension from the bus.
- 4th Bus Ticket: Up to 5-day suspension from the bus.

***Continued violation of bus rules/guidelines will result in removal from the bus for the remainder of the semester or year.

BUS TRANSPORTATION

You will be notified before school starts the location of your child's bus stop. If you are new to the district or are not quite sure your child's bus stop, please call the bus garage at 330-658-2113. The bus routes have been designated to promote the safest and most efficient transportation to and from school. Students are required to board and get off at their assigned bus stops. In addition, students are required to be at their bus stop at least ten (10) minutes early. These requirements are necessary for the safety of the students and the need to get students to and from school in a timely manner.

Under normal circumstances, students are required to ride the buses to which they have been assigned. Where emergency circumstances arise, provisions can be made for students to ride buses other than those, which they normally ride.

Temporary, daily and/or weekly changes in morning and afternoon bussing CANNOT be accommodated.

Therefore, notes of such requests to bus drivers, teachers and school offices will not be accepted. Where EMERGENCY circumstances arise, provisions can be made for students to ride buses other than those, which they normally ride. If such an EMERGENCY arises, please call the bus garage at 330-658-2113 to make arrangements.

For preschool students, please note the following procedures:

LOADING: The student(s) must board the bus with an ADULT who is responsible for securing them into a safety restraint harness.

UNLOADING: An ADULT MUST BE at the bus stop to board the bus and release the student(s) from the restraint harness.

BUS DROP-OFF AT BUS STOP

It is the responsibility of the parent to make sure someone is home for their child(ren) when they are dropped off by the bus. We will no longer be bringing students back to the school if you are not at home, but instead will be brought back to the transportation department and if parents/guardians cannot be reached, the Doylestown Police Department will be contacted. IT IS IMPORTANT TO HAVE AN EMERGENCY PLAN IN CASE THIS HAPPENS.

CAFETERIA LUNCHES

Our lunches are governed by strict government regulations according to nutritional value, portions, and number of items served. These regulations require milk to be served with the school meal.

- 1. Our meals are second to none and a menu is developed by the cafeteria supervisor and published monthly so that you can plan whether or not your child will want to buy. The monthly menu will be posted on the Hazel Harvey webpage as well as sent home on the back of the monthly Hazel Harvey Newsletter.
- 2. Two ways to nourish your child:
 - Bring a sack lunch. Your child may purchase milk by the day. Please be sure your child is able to open
 packages sent for lunch. Often the drink containers, fruit cups with metal lift-top tabs, and Ziploc bags
 are difficult for students and cause spillage. Please help your child learn to open these containers at
 home. Do not send glass containers or soda pop.
 - Buy a hot lunch in our cafeteria. School breakfast price: \$1.75/daily; School lunch price: \$3.00/daily. School lunches may be paid daily in cash or via check, or you may pay online at http://www.chippewa.k12.oh.us/district/pay-schools
- 3. Free and Reduced Priced Lunch applications are provided in the first day pack for families who need assistance and qualify according to federal guidelines. If your child may be eligible for a free or reduced lunch, please apply for the program. Your child does not have to participate in the lunch program. Funds for Title I services are generated by the number of students counted on the free/reduced lunch program.
- 4. Student conduct in the cafeteria requires that good table manners should be practiced at school as well as at home. Students will be disciplined for inappropriate cafeteria behavior.

CAFETERIA RULES

- 1. Talk quietly during lunch.
- 2. Keep hands and feet to self.
- 3. Food belongs to individual students and no one else.
- 4. Clean up individual area.
- 5. Do not throw food and trash on the floor.
- 6. Walk in the cafeteria at all times.
- 7. Do not kick the table legs.

The following are consequences for misconduct in the cafeteria:

- 1. Separate seating
- 2. Stand against playground wall with loss of recess time
- 3. Sent to Principal

CHANGING CLASSES

Students are escorted to and from their special classes and are expected to be quiet and orderly.

CLINIC - STUDENT ILLNESS

Students who become ill during the school day should obtain a pass from their teacher and report to the office. Students will be given the opportunity to call home and to have parents take them home. Students must be picked up if they have a temperature above normal (100.0). Students can only be released to a parent or someone listed on their emergency cards.

A child will be readmitted to school under the following conditions:

- Child's temperature has returned to normal for a 24-hour period
- Child is free of any skin rash
- No vomiting or diarrhea for a 24-hour period
- Child has been properly treated for lice infestation and cleared by school nurse or office staff.
- A signed statement by a licensed physician indicating that the child is no longer contagious.

Students who are experiencing diarrhea and vomiting may not return to school until they are symptom free for 24 hours. Additionally, students who have a fever above 99.0 should not be sent to school.

COMMUNICABLE DISEASES:

Please notify the school if your child is absent with a communicable disease. Your cooperation will help keep us informed and aware of what symptoms to look for to prevent any spreading of the disease. Below please find an exclusion guide for communicable diseases.

Chicken Pox: Minimum: 7 days or doctor's release.

Hepatitis: Doctor's release required Impetigo Until lesions are dry

Measles (3 days)

Minimum of 10 days after rash appears

Measles (9 days)

Minimum of 10 days after rash appears

Mononucleosis Minimum of 7 days
Mumps Until swelling is gone

Pediculosis (Lice) (see below)

Pink Eye Until discharge disappears Ring Worm Until under treatment

Scabies (see below)

Scarlet Fever Minimum of 5 days
Strep Throat Doctor release required

Lice Control

Hazel Harvey has a **no nit policy**. All parents will be contacted if nits have been found in their child's classroom. When nits are found to be present in a child's hair, these guidelines must be followed:

- A. The parent is contacted to remove the child from school. The parent must shampoo the child's hair with the lice control shampoo available over the counter or by prescription card from any pharmacy.
- B. The child's hair must be brushed or combed free of nits (eggs). These tiny white nits will be found most often at the back hairline and about the ears. A fine tooth comb, available at the pharmacy, must be used to comb the nits from the hair.
- C. After your child has been treated and cleared of nits, parents must bring their student to the office to be checked before he/she can return to school. Parents are not to assume their child is nit free and send them to school. The students must be NIT FREE and be checked by school personnel before he/she can return to school.
- D. Precautions: Every child in class will be checked.

Siblings will be checked at this school and other schools. The other schools

will be notified.

Classroom is disinfected and sprayed with lice prevention spray. Students will store personal belongings in large tied garbage bags.

Scabies Control:

Scabies is an infestation of the skin caused by the "human itch mite", a tiny insect so small that it requires a microscope to be seen. Scabies spreads by direct contact with another person who is infected. In school children, it is spread primary by "hand holding". Scabies has to be diagnosed by a doctor. Treatment consists of body application overnight, of a lotion prescribed by the doctor. Once a child is treated they may return to school the next day.

INFORMATION CONCERNING

CONTAGIOUS DISEASES:

Chicken Pox

Severe itching rash which later forms pustules. Sore Throat.

3 Day Measles (Rubella)

Rash and slight swelling of glands. Runs course in about 3 days.

Measles

Dry cough, sneezing with rash later. Fever, watery eyes and nose.

Mumps

Fever and painful swelling about the jaws, with swelling on one or both sides.

Scarlet Fever

Fever vomiting, sore throat, rash and strawberry tongue.

Whooping Cough

Usually there is a "whoop" to the cough. Coughing spasms and vomiting.

Pink Eye

Redness and swelling of the membranes of one or both eyes with burning and itching and purulent discharge.

Impetigo

Presence of blister-like lesions, which later develop into crusted puslike plaques. Most common on face and hands but sometimes widely scattered over the body.

Pediculosis (Head Lice)

Head lice attach their eggs at the base of the hair shaft. These eggs, or nits, appear as tiny white or dark ovals and are especially noticeable on the back of the neck and around the ears.

Strep Throat

Severe sore throat, fever, headache and swollen glands.

WHEN CHILD MAY RETURN TO SCHOOL:

When scabs are cleared up (dried and crusted)

When all rash has disappeared.

When all rash has disappeared.

When all swelling is down.

Only with doctor's permission.

When cough has subsided. (Usually 3 weeks)

When all discharges have ceased and eyes are clear.

When all lesions have entirely healed.

When all nits and lice are gone.

When they have received antibiotic therapy For at least 24 hours and have had no fever for 24 hours.

COMPUTER USAGE

Computers are available for student use throughout the building. Students must sign an "Acceptable Use Policy" in order to use the computers. This policy establishes the guidelines for computer usage. Any violation of the acceptable use policy may result in loss of computer privileges. Students are not permitted to use the computer lab without previous arrangements with a teacher.

CURRICULUM AND INSTRUCTION

The curriculum is in compliance with the State Minimum Standards and in accordance with the State of Ohio Academic Content Standards and Common Core Curriculum.

- 1. Core Subjects
 - Mathematics
 - Language Arts (including reading, writing, spelling, English)
 - Social Studies
 - Science/Health
- 2. Support Services
 - Physical Education
 - Music
 - Art
 - Library
 - Technology

CUSTODY SITUATIONS

Law requires parents to notify and supply school officials with legal documents if a custody situation exists or changes. The custodial parent or legal guardian must live in the school district where the child attends school.

When a child custody order or decree is issued, including a temporary order of child custody, the custodial/residential parent of the student shall notify and supply school officials with the court's certified copy of legal documents pertaining to the custody and visitation arrangements. In the final analysis, the custodial/residential parent has been assigned the responsibility to report the court action to the school district.

All biological parents of children have rights to their children's academic records regardless of how the parent might feel about it UNLESS we have a written court order stating otherwise. We will try our best to honor special custodial issues as long as it doesn't put the child or the school in a complicated and unreasonable situation.

DENTAL OR MEDICAL APPOINTMENTS

We encourage parents to make these appointments after school hours when possible. Otherwise, children will be excused with a written note or personal contact by the parent.

CELL PHONES/SMART WATCHES

Cell phones ARE NOT permitted in school—any cell phone/smart watch found on a child will be confiscated and held until a parent can come to the school and retrieve it.

DISTRACTIONS -- NO TOYS, CELL PHONES, SMART WATCHES OR TABLETS

Students are <u>NOT</u> to bring to school items that may be distracting to the educational process, such as handheld electronic games, cell phones trading cards, toys and other articles determined to be disruptive by the building principal.

DRESS CODE

While attending school, students are expected to wear appropriate attire that does not detract from the educational environment nor create a safety or health hazard. Dress code violations include but are not limited to the following:

No hats, sunglasses, bandannas, chains

Cut-off shorts, cut-off sweats, spandex shorts, short-shorts (finger-tip length is acceptable)

Tattered or soiled clothing - including holes, rips, tears, etc.

 $\label{eq:message_def} \mbox{Message clothing} - \mbox{drug, alcohol, tobacco, sexually suggestive, violence or vulgarity} \\ \mbox{Hats in classrooms}$

Spaghetti strap tops, halter tops, midriff tops, see-through apparel

Dress Code violations include but are not limited to the following:

Footwear must be worn at all times – flip flops or high heels are not permitted. When children play on the playground, flip flops and high heels have caused students to get their feet trapped in equipment, they have slipped on the blacktop. No open-toed shoes

No unusual hair coloring, (i.e. green, blue, etc.) or hairstyles that are distracting or take away from instruction Pants may not "sag" or "droop."

Roller-Shoes—wheels must be removed.

No shoes that play music while the child walks.

***Please make sure your child either wears his/her tennis shoes on their P.E. day or keeps a pair of tennis shoes here at school in their locker. Tennis shoes MUST be worn on gym days.

Violations will result in immediate correction, which may include parental contact or disciplinary action assigned by individual classroom teachers.

EMERGENCY MEDICAL AUTHORIZATION FORM

During the first few days of school, parents are encouraged to complete all student information online through Final Forms (http://www.chippewa.k12.oh.us/district/final-forms). This online system takes the place of the yearly packets of paperwork to be completed. Once you have entered your child's information within this system, it will remain in the system from year to year. In the event of an emergency requiring medical treatment, the elementary school will follow the information provided on the online forms. THIS IS A VERY IMPORTANT DATA AND MUST BE ON FILE FOR OFFICE USE. If emergency information changes during the year, please update your account in Final Forms.

Children who require emergency treatment for specific illnesses should have specific treatment or cautionary procedures available to all teachers. Any information about emergency or medical treatment must be provided to the school from the medical provider, with the child's name and medical instructions for staff. Please send notes containing information such as this directly to the Principal so that she may facilitate informing appropriate personnel.

ENTRANCE AND WITHDRAWAL REQUIREMENTS

KINDERGARTEN:

To be eligible for kindergarten a child must live in the Chippewa Local School District and be five (5) years old on or before August 1. Registration will be held at Hazel Harvey Elementary School in the spring. Kindergarten students are now screened in the fall two days before the official first-day of school for kindergarten. Students are screened with the state-mandated KRA assessment. Students are also screened in speech, hearing, gross motor and fine motor skills.

NOTE: Law mandates that all children complete a kindergarten experience before entering first grade.

GRADE ONE:

To be eligible for grade one a child must live in the Chippewa Local School District, be six (6) years old on or before September 30, and have completed kindergarten.

EARLY ENTRANCE:

By state law, parents of a child who will attain the age of five between August 1 and December 31 may request testing for early entrance to kindergarten. This testing is done in May prior to the opening of school. Children must pass social, emotional, and academic tests at a prescribed level, and must satisfy the requirements established by Board Policy.

EXPECTATIONS FOR STUDENTS

Students are expected to come to school ready to learn. Students are responsible for their actions, appearances and general attitudes. We expect them to be positive, inquisitive and determined to be a success at Hazel Harvey Elementary School. Students are expected to follow general classroom and hallway rules. Some basic expectations include:

- Be prepared for class with completed homework and supplies.
- Protect books with book covers and be responsible for them.
- Students must be recognized by the teacher before talking. Raise your hand to be recognized.
- Students will keep their hands, feet and objects to themselves.
- Students may not disrupt the learning process.
- Students will walk at all times during class changes and stay to the right.
- Students are to maintain control and security to their own property.
- Students are to speak to others in an appropriate manner.
- Cell phones, computerized video games, radios, tape players, laser pointers or walkie-talkies or other electronic devices are not permitted.

Teachers are all asked to remind any student to follow the building rules. Consequences will be based upon individual classroom discipline plans. Parents will be included in the sequence of steps, and when the parent is notified of a problem, the principal will be given notification also. Parent notification will include behavior of student, consequences given, request for assistance from parent to reinforce acceptable behaviors, and the next step in the process.

SCHOOL FEES

Students are charged a school supply fee each year. Effort is made to keep these fees as low as possible. This year, the school supply fee is \$45.00 for all students, and will include online educational resource and licenses, learning workbooks, and classroom hands on resources for your child. Fees can be paid through the school office via cash or check, or can be paid online via credit/debit card through http://www.chippewa.k12.oh.us/district/pay-schools

FEES NEED TO BE PAID AT THE BEGINNING OF THE SCHOOL YEAR. NO EXEMPTIONS WILL BE PERMITTED. IF YOU CANNOT PAY YOUR FEES ENTIRELY, YOU MUST MAKE ARRANGEMENTS TO MAKE INSTALLMENTS/SET UP A PAYMENT PLAN.

IF FEES OR ARRANGED INSTALLMENTS HAVE NOT BEEN PAID, UNFORTUNATELY YOUR CHILD WILL BE EXCLUDED FROM ALL EXTRA CURRICULAR ACTIVITIES AND WILL NOT RECEIVE A QUARTERLY REPORT CARD UNTIL THEY HAVE BEEN PAID.

FINES

Fines will be charged for the following:

- 1. Damaged or Lost Textbooks Students are responsible for textbooks assigned to them. If a textbook is lost or if damage exceeds normal use, the student will be charged for an amount based on replacement or repair cost.
- 2. Library Charges A schedule of charges for overdue, damaged, or lost books is available in the school library.
- 3. Any Non-Sufficient Fund fees for any check written to school.

FIRE, TORNADO AND CRISIS PRACTICE DRILLS

Periodic drills are required by law. Maps are posted in each room giving evacuation procedures to follow in an emergency. Please observe the following points during a drill:

- 1 Walk rapidly in a single file, do not run.
- 2 Take purses or any personal valuable with you.
- 3 Books should be left in the room.

FIRST AID:

If a student becomes ill or injured, they will be sent to the office. The secretaries will attempt to make arrangements with the parents when a child is ill. Telephone numbers will be obtained from the emergency medical cards. Please continue to update the school regarding emergency contact number changes. NOTE: Our school nurse is only in our building for a

^{**}If fines are not paid, all report cards will be held starting in the first nine weeks.

few hours each week. We are not able to administer first aid treatment. Minor wounds are cleansed with water and a Band-aid applied. Parents/guardians are notified for stings, bug bites and rashes. We do not treat serious wounds.

FOOD ALLERGIES:

List any allergies on the Emergency Procedure Form. This includes food, environmental and medication allergies.

GIFTED PROGRAM

It is the responsibility of Chippewa Local Schools to identify the gifted and talented students. These students have learning styles that thrive with instruction that reaches multiple modalities.

All students in 2nd grade are tested within the school year using a standardized test (IOWA). The scores from these tests are included in the gifted selection rubric. The next step in the identification process is teacher nominations in which all students may be considered. Following the nominations, teachers are asked to complete a Gifted and Talented Evaluation Scale and an academic checklist for each student. From there, all scores are compiled on a rubric. Students are then identified gifted if they meet the state-approved criteria for gifted identification. Enrichment services will be provided to students who are identified gifted.

GROUP TESTING PROGRAMS

Kindergarten - 3 days prior to official start date for kindergarten in the fall

State mandated KRA (Kindergarten Readiness Assessment) and speech screening.

Grade Two: Spring

Standardized Achievement Tests/ IOWA

HALL PASSES – OFFICE PASSES

Students in the halls while classes are in session must have a hall pass or be accompanied by a staff member. Unless otherwise directed by a teacher, students should be released from classes for emergency situations only. Students are not to come to the office for hall passes. They will not be issued. The only passes issued by the office are those given to students who arrive late to school. Students need a pass to come to the office.

HOMEWORK

Homework serves an important purpose in your child's life. The time spent on homework is an extension of the school day and a means of reviewing and reinforcing the lesson taught in school. Homework is also a way to help your child develop self-discipline and independent study habits that will assist him/her throughout the years spent in school.

The following suggestions will aid you as you help your child develop some routines that will be of assistance in successfully completing homework assignments. Supervising homework is the most important thing a parent can do to ensure a child's school success. Students are required to complete homework and turn in assignments the next school day. Failure to turn in homework promptly may yield no credit.

The advice offered below may not always be suitable for every child; however, you can select the suggestions that seem right for your youngster.

- 1. Help your child schedule a regular homework time each day and remain with that commitment. Free your child of other responsibilities at that time.
- 2. Our teachers desire to assure understanding before a student attempts independent practice at home. The amount of time homework should take depends on what the school expects, as well as how efficiently a child works. If your child seems to have an unreasonable workload, if the work is consistently too hard or too easy, or if he/she is totally lost, contact the teacher. We intend to provide assignments that reinforce skills, not assignments that generate boredom, frustration, or exhaustion.
- 3. Assist your child in establishing good study habits by providing a notebook or paper to jot down assignments. Review these assignments daily. It is important to check and sign your child's agenda on a daily basis.

IMMUNIZATIONS:

Exhibit 6

Immunizations are required by law. If for religious reasons you object to immunizations, obtain a card from your church stating the objection, affix your signature, and return the form to the school office. If for philosophical reasons, state your beliefs in writing, affix your signature, and return it to the school office. Parents are advised that a non-immunized child is subject to exclusion from school in the event of an outbreak of a communicable disease.

INTERIMS AND STUDENT PROGRESS

All student progress can be assessed through the on-line Progress Book website. If you do not know your user name or password, please call the office at Hazel Harvey. Since this is available to parents, we will no longer be sending home interims. However, if you do not have access to a computer, parents need to call 330-658-2522 and request a copy of their child's progress. It is also important to note that even if your child shows a certain grade for an academic area, the final report card grade may change due to other criteria not recorded in Progress Book.

LOCKERS

Student lockers, desks, cabinets, and similar property are the property of the Chippewa Board of Education provided to students as a convenience for their use. Lockers and other such property carry no expectation of privacy for the students who occupy them. School lockers, desks, cabinets, etc. and their contents are subject to search by school authorities at any time and without warning, for reasonable cause. Any such search will include school officials and the district resource officer.

MAKE-UP WORK

If absent one day, a student will have at least one day to make it up. A reasonable amount of time will be given for notice of a test.

MEDICATIONS DISPENSED

The Board of Education shall not be responsible for the diagnosis and treatment of student illness. The administration of prescribed medication and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, or the student would not be able to attend school if the medication or treatment were not made available during school hours.

For purposes of this policy, "medication" shall include all medications including those prescribed by a physician <u>and</u> any non-prescribed (over-the-counter) drugs, preparations, and/or remedies. "Treatment" refers both to the manner in which a medication is administered and to health-care procedures which require special training, such as catheterization.

If your child needs medication for the first day of school, please bring medication to school and fill out the necessary paperwork BEFORE school starts. If your child is diabetic or has severe allergies, such as peanuts, a meeting with the principal and school health provider needs to be held before school starts to document pertinent protocols.

The total responsibility for dispensing or administering any medication or treatment shall rest solely with the parent(s) and the child. Before any medication or treatment may be administered to any student during school hours, the Board shall require two forms completed prior to administering medication. There is one form for the doctor to sign called the Physician Statement. The other form that needs to be signed by the parent is called the Authorization for Prescribed Medication or Treatment. Also, PARENTS ONLY can bring the medication to school—DO NOT SEND MEDICATION WITH YOUR CHILDREN. When you bring the medication to school with the proper forms, parents must sign they dropped off the medication, and they must sign when the pick it up.

Only medication in its original prescription bottle (labeled with the date of prescription, student's name, and exact dosage) will be administered, and only in the presence of another adult. Parents, or students authorized in writing by physician and parents, may administer medication or treatment but only in the presence of another adult.

The Board shall permit the administration by staff of any medication requiring intravenous or intramuscular injection or the insertion of a device into the body when both the medication and the procedure is prescribed by a physician and the staff member has completed any necessary training.

Students who may require administration of an emergency medication may have such medication, identified as noted, stored in the Principal's office and administered in accord with this policy.

Parents are requested to provide all medical supplies for students and to assist the staff with monitoring the plans for students in school.

If your child needs medication for the first day of school, please bring the medication to school and fill out the necessary paperwork before school starts. If a child is diabetic or has severe allergies, such as to peanuts, a meeting with the principal needs to be held before school starts to document pertinent protocols.

Parents need to pick up all medications on or before the last day of school. If medications are not picked up they will be appropriately disposed.

PARENT PARTICIPATION/VOLUNTEERS

The elementary school encourages parent and community involvement in our school. Parent volunteers do a variety of tasks from clerical duties, tutoring of students, assisting teachers, and they are very important to the success of our school. Please call the school office or your child's teacher, (330) 658-2522, for additional information.

PLAGIARISM POLICY

The staff of Chippewa Local Schools teaches the importance of students producing their own written work in their own words. We reinforce the concept that the printed thoughts and words of authors are owned by those authors and may not be reproduced without permission or acceptable citations. Further, the meaning of plagiarism, with examples, is taught as part of research assignments. Examples of plagiarism include:

- Downloading all or part of a research paper.
- Buying a research paper from a commercial or local source.
- Copying an article from an online or print source.
- Cutting and pasting to create a paper from several sources.
- Failing to quote all of the words copied or neglecting to quote.
- Failing to cite a source being used.
- Faking a citation.

Plagiarism is considered a form of cheating and results in the same consequences. These could include:

- Points deducted from the final score/grade for the assignment.
- Loss of credit for the assignment.
- Denied use of school computers.
- Suspension from school for continued violations.

Statement on the Use of Artificial Intelligence (AI)

Chippewa Local classes require and expect students to compose and convey original ideas and demonstrate individual and collaborative abilities in learning. Becoming a better student and well-rounded person takes critical thought, creativity, practice, and, sometimes failure in certain concepts. Some uses of AI tools rob students of those aspects of the growth process.

At Chippewa Local, unacceptable uses of artificial intelligence (AI) assistance will be treated the same as plagiarism and/or an academic dishonesty violation.

Examples of acceptable AI use or assistance include (but may not be limited to):

- · Brainstorming a topic
- · Generating search terms or keywords for research
- · Formatting citations (keep in mind that while AI can format citations, it often includes incorrect quotations and citations within a text)
- · Finding errors and receiving general suggestions for improving without using AI tools to explicitly compose an essay, text, or other work

- · Searching for specific information as one would do with search engines, browsers, and databases
- · Generating AI artwork, audio, images, or videos with proper credits to the AI tool used

Examples of unacceptable AI use or assistance include (but may not be limited to):

- · Using AI to write entire texts or complete unfinished portions of an assignment, unless the use of AI is a part of the assignment
- · Using AI to rewrite significant portions of a text
- · Improperly crediting AI tools for any artistic piece used for illustrative purposes

PLAYGROUND

Safety – A list of rules for student safety follows. Students are informed of these rules by their homeroom teacher, and are asked to initial a class list to verify inservice. For the safety of all students on the playground, two to three staff members will be on the playground at all times for each grade level. Staff assignments will be made by the principal.

If a student becomes sick or gets injured on the playground, he/she must report to the staff member on duty immediately.

Rules:

- 1. Keep hands to yourself.
- 2. Stay in designated areas (away from windows, behind yellow line marked on playground, building entrances, outdoor classroom, and woods).
- 3. No playing "Tag"
- 4. Use playground equipment as intended.
- 5. Playground toys are to be used on the ground area; do not throw balls or toys on the roof of the building
- Students should participate in reasonable play with balls. Students are not permitted to aggressively kick or throw balls at other students with intention to hurt.
- 7. Students will engage in safe play (no tackle football, no rough play, no fighting).
- 8. School provided toys are permitted on the blacktop area. Students should not bring balls, toys etc. from home.
- 9. Notify teacher or playground aid of any child being "bullied" or "harassed."
- 10. NO FLIP-FLOPS, OPEN-TOED SHOES OR HIGH HEELED SHOES PERMITTED. Tennis shoes are the most appropriate.

Please note: Students need to tell the teachers who are on playground duty if any type of inappropriate behavior has occurred. Sometimes parents call with concerns about issues that occurred on the playground, but the teachers on duty were never notified. It is important to solve problems immediately. Therefore, encourage your child to share with a teacher if they feel someone has hurt them or bullied them so the problem can be addressed immediately. Teachers will use their discretion on handling the situations either through discussion, time on the wall or student(s) being sent to the principal's office.

SPECIFIC EQUIPMENT RULES

Swings:

- 1. Only one person on a swing.
- 2. Sit on the swing always, no standing.
- 3. Wait until the swing stops before getting off, no jumping off moving swings.
- 4. Pump the swings yourself, no pushing other children on swings.
- 5. Swing forward on the swings.
- 6. Walk safely around the swings; do not play close to the swings.

Sliders and Poles:

- 1. One person can go down a slide or pole at a time.
- 2. Always sit on the slides and go forward; no climbing up the slides.
- 3. Slide down the poles; do not climb up the poles.
- 4. If the slide or poles are wet, stay off of them.

5. Look to be sure that no one is in front of the slide before going down.

Climbing Equipment and Bars

- 1. Hold on tightly to the climbing toys and bars.
- 2. Go in the same direction as the other children.
- 3. Only jump off when you can land on your feet.
- 4. Stay a safe distance from the next child.
- 5. Do not swing your feet.
- 6. Do not hang upside down or climb on the top of the bars.
- 7. If the climbing toys or bars are wet, stay off of them.

Consequences for Not Following Playground Rules:

Failure to follow playground rules will result in a 5-minute time out on the wall of the school building and be denied access to that piece of playground equipment for the remainder of the school day. For repeat "rough play" offenders, students will be given a time out period on the wall for the remainder of the recess.

Parent notification will be given for repeat offenders, following these procedures: Warning, consequences, parent notification, intervention, and principal action.

RECESS

Recess is an integral part of a child's school program, both physically and socially. Students will be expected to be dressed for the weather each day (boots, hats, gloves, warm coats, etc.) as they will participate in the full activities of the school, outside recess included. Be sure that your child is ready for a full day of school after an illness.

1. Inclement Weather:

Students will not go outside for recess if:

- It is raining
- Wind chill or current temperature is 20 degrees or below

2. Sick Children not recommended to go out for recess:

Our teachers must have a lunch break and cannot supervise children that should be outside or at home resting. Therefore, we are often faced with the problem of what to do with the child who wants to stay in. Notes from parents will be honored for only one day requesting a child to stay in at recess. The child will remain in the school office. Your cooperation in limiting requests for your child to stay in except after an illness or other limited times will be appreciated. If a child needs to remain inside for an extended period of time, we need to have an indication in writing from your physician. Remember: Too sick to be outside, too sick to attend any function, including school. Full recovery is what we are after – not relapse. Please understand that this policy is designed to deter children who prefer to stay in and attempt to find excuses to do so.

SCHOOL CLOSING

In the event of severely inclement weather, mechanical breakdown, or energy crisis, school may be closed or the starting time delayed. School closings, delayed starting time or early dismissal will be announced over the radio station WQKT 104.5, FOX CHANNEL 8, on the school website or through a text message sent from Final Forms. Go to www.chippewa.k12.oh.us to sign up for Final Forms.

SCHOOL RECORDS

In compliance with Federal regulations, the Chippewa Local School District has recently updated its policy and established the following guidelines concerning student records.

- A. The Principal is the Records Control Officer for Hazel Harvey Elementary School. He/She is responsible for the processing and maintenance of all students enrolled there. The office is located at 165 Brooklyn Avenue, Doylestown, Ohio or can be reached by calling (330) 658-2522.
- B. Each student's records will be kept in a confidential file located at 165 Brooklyn Avenue. The information in a student's record file will be available for review only by the parents or legal guardian of a student, an adult student (18 years or age or older), and those designated by federal law or District regulations.
 - Academic information including test scores, academic status, awards and official letters.

- Attendance records and disciplinary records.
- · Medical and health records.
- Counseling and psychological records.
- Personal identification or "directory" information including social security number, pictures, and address.
 The Family Educational Rights and Privacy Act (also known as FERPA or the Buckley Amendment) dictate how schools handle this sensitive information. It protects a student's rights to privacy and a parent's right to know.
- C. A parent, guardian, or adult student has the right to request the removal or correction of inaccurate school record information to a student's records and to obtain a hearing with District officials. Grades and educational decisions cannot be challenged.
- D. The District has established the following information about each student as "directory information". This information will be made available upon a legitimate request unless a parent, guardian, or adult student notifies the Records Control Officer in writing within five (5) days from the date when the notification is given by the district. The Records Control Office will not permit distribution of any or all of such information if notification is made.

Name, address, and telephone number, date and place of birth, height and weight, dates of attendance, and any other information the District considers would not be harmful or an invasion of privacy, if disclosed.

E. A copy of the Board of Education's policy and the accompanying District regulations are available at the Superintendent's office, 56 N. Portage Street, Doylestown, Ohio or by calling (330) 658-6368.

SCREENINGS:

Vision screenings are completed on all students in preschool or kindergarten, grades 1 and new transfer students. Other grade-level students are referred by staff members for a vision screening if a concern is noted. A parent may refuse the vision screening through a formal letter to the Principal.

Hearing screenings are completed on all students in preschool or kindergarten, grades 1 and new transfer students. Other grade-level students are referred by staff members for a hearing screening if a concern is noted. A parent may refuse the hearing screening through a formal letter to the Principal.

Communication screenings are completed on students who are referred by a staff member. Screenings are completed on all kindergarten students during the fall screening.

SECURITY ISSUES

The safety of all the students at Hazel Harvey is a top priority. To assure that the students are kept safe, the following procedures have been put into place. All doors to the school building will be locked during the day. Parents and other visitors MUST sign in at the office and wear a visitor's badge.

Playground safety is of utmost importance for all our children. At all times, we have 2 to 3 adults on the playground. We really emphasize your child wearing shoes that are appropriate for playground play. Tennis shoes or shoes with rubber soles are the best. One-inch or two-inch heels or boots are very dangerous. Flip-flops and open-toed shoes are absolutely not permitted.

We also have a no-bully policy on our playground, and children who feel they are a victim of bullying must report it to an adult immediately if it occurs on the playground so that it can be addressed.

SEXUAL HARASSMENT

Some forms of sexual harassment of a student by another student may be considered a form of child abuse, which would require that the student-abuser be reported to proper authorities in compliance with State law.

STUDENT AGENDA BOOK/DAILY TAKE HOME FOLDER

Student agendas are designed to be a tool to help students increase their organizational skills. This book is to be carried with the student to all classes. Dates, classroom assignments, special projects or events and grades should be written in

the book. Students should also use the book to schedule their study time at night. Parents should check and sign their child's agenda book on a daily basis.

The book will also be used as a means to facilitate communication between the home and school. Notes can be written or parents and teachers may simply wish to initial completed assignments.

Please remember to send a separate note for your child to be picked up. Do not write end of the day arrangements in the agenda book.

STUDENT CODE OF CONDUCT

Education is a right that carries with it responsibilities. We believe that doing the right thing and making the right decisions are basic to a safe, productive educational experience. To this end, we believe in the following statements:

- > There must be mutual RESPECT among and between all students and adults.
- > There must be an ATMOSPHERE that is safe which enables staff to teach and students to learn.
- > There must be an active PARTNERSHIP between student, school, parent, and community to reinforce the values and beliefs that we cherish.

These beliefs have led us to focus and dedicate this school district to helping children reach their fullest potential. Behavior that tends to disrupt, or in any way interfere with, the educational opportunities of others or the educational program itself is prohibited. The "Basic Rules" are listed and a violation of any of these rules shall result in disciplinary action that may include suspension, emergency removal, or expulsion.

- 1. ALARMS Set off a false alarm, bomb threat, or other false alarm to an emergency. Inciting a potentially dangerous situation is prohibited.
- 2. APATHY Failure to benefit from the educational system, refusal to do assignments or accept intervention.
- 3. ARSON The willful or malicious burning of, or attempting to burn the property of the school is prohibited.
- 4. ASSAULT Perform acts violence, assault.
- 5. BULLYING Continued involvement in the act of hazing, harassing, intimidating, or threatening students or staff members in accordance with Board Policy.
- 6. BUS Fail to obey the bus driver or display unsafe conduct on the bus.
- 7. CELL PHONES Violation of the cell phone policy (page 10). All phone calls are made in the office.
- 8. COMPLICITY Students will not help others to violate any portion of this Code of Conduct.
- 9. COMPUTER USAGE Improper use of computers.
- 10. DANGEROUS INSTRUMENTS Possess or use firecrackers, firearms, weapons, mace, or other instruments dangerous to others or that disrupt the educational process.
- 11. DISHONESTY Commit acts of dishonesty.
- 12. DISRESPECT Being disrespectful to a BOE employee or student. Disrespect to a BOE employee includes after school hours.
- 13. DRESS CODE See Dress Code section on pg. 10-11.
- 14. DRIVING Operate vehicles in an unsafe manner.
- 15. FAIL TO SERVE Fail to serve a detention, Friday School, Saturday School or reasonable discipline from any school employee.
- 16. FIGHTING/PHYSICAL ACTS Perform acts of violence, fighting or any unwanted physical touching.
- 17. FIRE The unauthorized use or possession of matches, lighters, or other flame producing devices is not permitted.
- 18. GAMBLING/CARD PLAYING All gambling is prohibited.
- 19. HAZING/HARASSING/INTIMIDATION Be involved in the act of hazing, harassing, or intimidating others. This includes sexual harassment.
- 20. ILLEGAL SUBSTANCES AND PARAPHERNALIA Possess, use, or distribute illicit drugs, alcohol or other harmful or illegal substances. Drug paraphernalia is prohibited. Coming to school or school events intoxicated or impaired is prohibited and could result in disciplinary and legal action being taken.

- Given reasonable suspicion, if a student refuses an evaluation conducted by the authorities they will be disciplined as if they are guilty.
- 21. INAPPROPRIATE/DISRUPTIVE BEHAVIOR Disruptive behavior within the school environment, at school functions, during athletic and extracurricular activities.
- 22. INAPPROPRIATE LANGUAGE The use of profane, obscene or abusive language is not permitted. This includes written or verbal use, and obscene gestures, signs, pictures or publications.
- 23. INSUBORDINATION Refusing to obey authority or follow directions.
- 24. LOOK-ALIKE/IMITATE Be involved with the use, possession or distribution of look-alike drugs, weapons, tobacco, alcohol, etc.
- 25. PETITION Produce or distribute printed material or petitions on school grounds that are disruptive to the school or slanderous to anyone.
- 26. PLAIGARISM/CHEATING Plagiarizing or cheating on any assignment. See the curriculum policy listed on page 14.
- 27. PUBLIC DISPLAY OF AFFECTION Performing any public display of affection beyond hand holding is considered inappropriate for in school behavior.
- 28. RESTROOM BEHAVIOR- One student per stall. No goofing around, horse play, or lingering in the restrooms.
- 29. SOCIAL MEDIA- Inappropriate use of social media and/or photographing or videotaping others without their consent.
- 30. TARDINESS Being tardy to school or class.
- 31. THEFT Unauthorized possession of school or personal property.
- 32. THREAT Making a threat of any kind towards a student, staff member, or the school in general.
- 33. TOBACCO/SMOKING/VAPING Smoke, use or possess tobacco products or vape products on school grounds, on a bus or during school activities. This includes electronic cigarettes and cigars. (It is illegal in the State of Ohio for anyone under the age of 18 to possess tobacco products.)
- 34. TRUANCY Skipping class without permission or be truant.
- 35. VANDALISM Damage or destroy property. Perform acts of vandalism.

STUDENT RIGHTS AND RESPONSIBILITIES

Students are expected to read and understand the *Student Code of Conduct* and *Basic Rules*. They should understand the possible consequences for violations. If a student commits a violation requiring suspension, the following due process procedure (which is prescribed by law) will be followed:

- > The student will be provided an opportunity to present his/her view of the violation to an administrator during an informal hearing.
- > At the conclusion of the hearing, the administrator will determine if a suspension, Friday Night School, or other form of discipline is to be assigned. Parents will be contacted either by phone or in writing at this point.
- Parents have the right to appeal suspensions to the Superintendent.

BULLYING

The issue of bullying is a very serious subject and will not be tolerated. Every student should know and understand the definition of bullying.

<u>Definition</u>: Bullying is unwanted, aggressive behavior among school aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. In order to be considered bullying, the behavior must be aggressive and include:

- An Imbalance of Power: Kids who bully use their power—such as physical strength, access to embarrassing information, or popularity—to control or harm others. Power imbalances can change over time and in different situations, even if they involve the same people.
- Repetition: Bullying behaviors happen more than once or have the potential to happen more than once.
 Bullying includes actions such as making threats, spreading rumors, attacking someone physically or verbally, and excluding someone from a group on purpose.

Exhibit 6

Any student, who believes he/she has been a victim of bullying as defined above, should report the incident to the building principal, assistant principal, a teacher or staff member.

HARASSMENT/HAZING/INTIMIDATION

<u>Definition</u>: Any verbal or written comment or physical contact with another person that is intended to bully, belittle, intimidate, or offend that person on more than one occasion is considered harassment.

<u>Sexual Harassment</u>: Sexual harassment of a student by another student may be considered a form of child abuse, which requires that the student-abuser be reported to proper authorities in compliance with State law. Sexual harassment violations will result in immediate corrective action, including parental contact and disciplinary action.

Threatening Language: Students must be careful not to say things to others (both students and adults) that might be perceived as a threat. Words that were once used in horseplay, such as "I'm going to get you," or "I'm going to kill you," are no longer acceptable and cannot be erased by "I'm sorry," or "I was just joking." When inappropriate behaviors or remarks can be verified, discipline will be issued.

SUSPENSION AND EXPULSION

A violation of any of the rules for student conduct may result in suspension from school. Due process will be guaranteed to the student by specifying charges in writing and providing an opportunity to respond to the charges. The principal has the authority to suspend up to 10 days.

THE FIRST OFFENSE - may result in up to 3 days of suspension.

THE SECOND OFFENSE - may result in up to 5 days of suspension.

THE THIRD OFFENSE - may result in up to 10 days of suspension.

REPEATED OFFENSES – of misconduct may result in a recommendation to the Superintendent for expulsion from school.

The principal may determine to exceed the minimum number of days for a specific out-of-school suspension based upon the severity of the offense.

During out-of-school suspension or expulsion, students are not to be on school grounds or attend school activities, which include practices or any extracurricular events. The student is permitted to make up missed assignments but will not be given credit for assignments or tests.

SUSPENSIONS/EMERGENCY REMOVALS - Automatic

Some violations of the Code of Conduct will result in an administrative decision to move to suspension and passing over other disciplinary options such as warning or detention. Some of these include but are not limited to fighting (both students suspended), physical violence directed at a teacher, smoking, drug possession or use, alcohol possession or use, profanity or obscene gestures directed towards a teacher and the possession of weapons.

TEACHER - LEVEL DISCIPLINE

Teachers are responsible for maintaining discipline and an effective environment for learning in their classrooms. Discipline options available to teachers include, usually in this order, the following:

1. Verbal warning

3. Referral to Principal

2. Teacher Discipline

4. Principal Discipline

In-School suspension or Out-of-School suspension will be assigned by the building principal for infractions of the code of conduct or repetitive problems in the classroom or on the playground.

TEXTBOOKS

Textbooks are provided by the Board of Education and loaned to each student for use during the school year. The student is responsible for taking care of the textbooks issued to them, and when a textbook is issued the teacher records the

general condition of the book. The parent must pay for books that are damaged or lost. Final report cards may be held if fines or replacements costs are not paid for damaged or lost textbooks.

TRANSFER OR NEW STUDENTS

Students transferring from other school systems must present an original birth certificate, health records including immunization verification, and applicable custody papers upon entrance. Two proofs of residency are required by the Chippewa School District, as well as registration online through Final Forms

http://www.chippewa.k12.oh.us/district/final-forms. All new students to Hazel Harvey Elementary will receive a vision, hearing and communication screening as required by law.

VISITORS

All doors to the school building will be locked during the day for the safety of our students. All visitors and/or parents must use the main entrance. Parents and other visitors MUST sign in at the office and wear a visitor's badge.

We welcome you to visit your child's class at any time after the first month of school as long as you have made arrangements with the teacher. Please do not bring other children along when you visit the classroom. All visitors other than parents or guardians must make pre-arrangements with the school office and teacher.

One of the goals of our school is to utilize the resources of parents and citizens of the community to broaden our curriculum. Sharing travel experiences, movies, hobbies, special talents, experiences, and information about your vocation makes our total curriculum become a more meaningful learning process. Please contact your child's homeroom teacher if you are willing to share.

WEB PAGE

Hazel Harvey Elementary School can be located on the Internet at www.chippewa.k12.oh.us. Students, staff, and community members can obtain a variety of useful information from these web pages. Here, you will find a directory of staff email addresses, information about academic programs, athletic schedules and pictures, guidance information with links to Final Forms, PaySchools and other important school links, school closing information, and much more. We are constantly striving to make our web site more useful.

WITHDRAWAL OF STUDENTS

It is important that you notify the school and fill out a Student Withdrawal Form as soon as possible. There are several forms that must be completed before we can release your child's records to another school. The school in which your child enrolls will send a request for his/her records, and we will forward the necessary records promptly.



ENGINEERS • SURVEYORS

1810 E. Mansfield St. P.O. Box 325 Bucyrus, Ohio 44820 (419) 562-7757 (419) 562-4717 fax

PROPOSAL / AGREEMENT

Proposal No: 2073A

Date: May 6, 2024

To: Garmann Miller

PO Box 71

Minster, Ohio 45865 Attn: Ted Musielewicz

Email: tmusielewicz@creategm.com

Phone: (419) 501-2569

Re: Professional engineering

services to prepare construction site plans for a ,

Ohio

I. DESCRIPTION OF PROFESSIONAL ENGINEERING/SURVEYING SERVICES:

1. Makeever & Associates, Inc. (MA) will provide the necessary professional engineering services to develop the construction site plans for the proposed building construction at the Chippewa Intermediate School. The scope of services is identified in the RFP, attached. The topographic survey of the site, provided by the client as a CAD file, will be utilized to prepare the construction plans. MA will utilize the building layout, as provided by Garmann Miller in CAD format, to develop the construction site plans. The plans will include a title sheet, general notes, layout plan, grading plan, and utility plan along with all applicable details and construction standards. The plans will also include all SWP3 plans and stormwater and detention basin details and calculations.

MA will attend up to 4 meetings on-site to review the project. MA will attend virtual meetings as required to complete the project. MA will prepare all applicable submittal paperwork and reports to receive Wayne County/Doylestown and Ohio EPA Approvals.

2. MA will provide project administration services to respond to RFIs, address addendums, and review submittals. MA will attend up to 4 site meetings during construction activities.

II. COST OF SERVICES AND TERMS:

MA proposes to provide the above-mentioned professional engineering services listed in Item 1 for a lump sum fee of \$29,750.00. This fee does not include any costs associated with local plan review or permits fees. Additional site visits beyond the 4 included will be billed at an hourly rate plus expenses.

MA proposes to provide the above-mentioned professional engineering services listed in Item 2 for a lump sum fee of \$7,600.00. Additional site visits beyond the 4 included will be billed at an hourly rate plus expenses.

Significant changes by the client to the layout or design specifications throughout the design process after the preliminary design has been completed will be billed at the normal hourly rate in addition to the lump sum fee for all items. The client will be notified prior to additional charges being incurred.

MA will invoice monthly for work completed to date. Invoices will be due net thirty (30) days from the date of the invoice. Invoices not paid within thirty (30) days will be charged 1½% late fee, which is an annual percentage rate of 18% applied to your "previous balance" after deducting current payments and/or credits. This proposal needs to be signed, dated, and returned to Makeever & Associates, Inc. within fourteen (14) days.

III. PROPOSAL BY ENGINEER/SURVEYOR:

We hereby propose to perform the above-described services at the indicated fee according to the terms.

	MAKEEVER & ASSOCIATES, INC.	
	By: A D With	Date: 5/7/2024
IV.	ACCEPTANCE BY CLIENT:	
	reby authorize Makeever & Associates, Inc. to perform engineer ned above and accept the terms listed on this proposal.	ing/surveying services as
	Signed: Toda S- Oflown	Date:
	Title: Superintendent	_



May 1, 2024

Makeever & Associates PO Box 325 1810 East Mansfield St. Bucyrus, Ohio 44820 dwyatt@makeever.com (419) 562-7757 x117 REVISED PROPOSAL SCOPE. MAKEEVER
WILL BE WORKING WITH THE OWNER AND
DESIGN TEAM TO SOLIDIFY THE LAYOUT
AND WILL PREPARE THE LAYOUT AND
DETAILS FOR CONSTRUCTION DRAWINGS.
THEY WILL MEET WITH AHJ TO CONFIRM
LAYOUTS TO MEET STANDARDS AND
REQUIREMENTS

SCOPE DISCUSSED 5/17/24 IN VIRTUAL MEETING WITH PROPOSAL NUMBER \$ NO CHANGE.

This Request For Proposal is for Civil Engineering services for: Chippewa Intermediate School
100 Valley View Road
Doylestown, Ohio 44230

Mr. Wyatt:

We have been contracted by Chippewa schools to provide a Pre-K and K addition to their existing 1-6 grade school through the CMR project delivery mode. The design phase of the project is to start towards the end of May and is expected to be completed by September of 2024. Construction will likely run through 2026. The site is approximately 18.75 acres.

Please provide a lump sum fee for Civil Engineering services for items as outlined below:

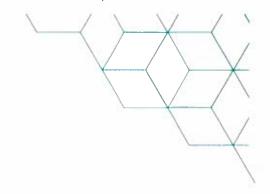
The Civil Engineering Consultant is expected to provide grading and utility bid documents; review and approve shop drawings related to the services rendered: provide construction administration support to handle RFI's, site conflicts, addendums/bulletins, etc., and provide a final punch list. An explanation of the services follows:

SCOPE:

Services shall include utilities, gradina, and drainage.

Site construction plans will be based on a concept design developed by Garmann Miller. The demolition plans will be completed by Garmann Miller with review and input from the civil engineer. The pavement and walk configuration, etc., provided to civil will be constructible and compliant with applicable zoning codes. Civil will create

- **4**19.628.4240
- @ creategm.com
- Minster, OH | Columbus OH | Indianapolis IN





construction documents for permit application review by applicable regulatory agencies. Approval authorities include but are not limited to:

Wayne County/Doylestown – site plan review

OEPA – NOI, SWPPP approval for coverage under NPDES general construction permit, other items as needed such as sanitary

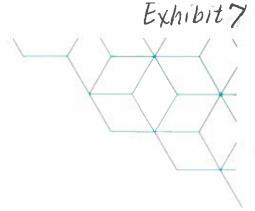
Final Site Plans will include, as required by Regulatory Agencies:

Grading Plan(s)
Utility Plan/ Profile(s)
Details for the above
Specifications
Stormwater NPDES Erosion Control Plan
Permit Applications

General requirements expected on a site plan:

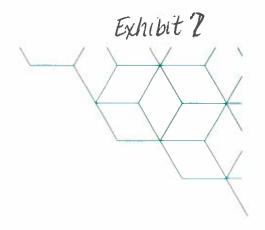
- 1. Drawing titles to be minimally described as "Site Plan" with such substitution or additional titling as may be required by local authorities (such as "C1.0 Site Plan, C2.0 Grading and Erosion Control Plan, C3.0 Standard Details,"). Sheet numbering to be coordinated with Garmann Miller format.
- 2. The title block shall include the name, address, and phone number of the engineer. It shall bear the engineer's seal, signature, and registration number.
- 3. Provide a reduced scale vicinity map showing the site's relationship to major avenues, streets, and highways if required for permit applications.
- 4. Provide signature spaces identified for appropriate governmental approvals as required by local permitting authorities.
- 5. Preferred scale of drawing to be 1"=30 feet or as needed with sheet size of 30" x 42" to be verified during schematic design. Civil Engineer is expected to show enlargements of grading areas as needed.
- 6. Drawing to overlay boundary survey, proposed building orientation and location with building setback lines identified with dimensions given.





- Show wrap-around drives, cut-throughs, and cross easements as shown on the 7. survey.
- Abutting avenues shall be minimally shown to their centerlines except where a median is present; then median configuration (whether to remain as-is or to be modified) shall be shown. If median modification is involved, proposed modification shall be drawn and shown in accord with appropriate codes & specifications.
- Utility mains and/or service points, manholes, LP gas storage tanks and enclosures, and water wells, shall be illustrated and identified along with service connections to building and detached signs. Show size of lines and location of pads, meters, and utility poles.
- Domestic Water Coordinate water demand with the proper regulatory agency and provide all information for connection to regulatory agency water supply. Provide size and layout of piping from the municipal water main to within 5 feet of the building.
- Show existing pipes, conduits, retaining walls and structures that will remain on the property.
- 12. Show benchmark location and elevation used for topographic survey.
- Show proposed grades and contours/arids as well as finished grades and 13. elevations including but not limited to the following:
 - Corner elevations of buildings, pavements, walls, curbs
 - Finished floor elevation of building at each entry
 - Street elevations along their centerlines and edge of paving
 - Finished grade elevations as appropriate across property
 - (e) Final grades of curbing every 25' on a straight run, at each turn and at beginning and end of each curve, top and bottom of each spot including accessible ramp locations
 - Grades as required for accurate construction of drainage facilities, (f) including but not limited to cross slopes of pavement, top of catch basins and other drainage devices, and inverts





- 14. Show sidewalks, curbing, and retaining walls.
- 15. Show drainage design complete with any required storm sewers, drainpipes, gutters, erosion control measures, water retention areas, weirs, locations of, pipes and drop inlets with as many elevation notations as may be necessary. Show profile detail where necessary.
- 16. Driveway turning radii, loading and service areas, concrete dumpster pad, masonry pad enclosure, and approach apron proposed by Garmann Miller shall be reviewed for appropriateness.
- 17. Show location of regulatory signs giving size, height, and type of sign.
- 18. If code enforcement and permit officials should require a separate profile plan for water and/or sewer, or, a median modification plan, such shall be supplied.
- 19. Show name, address, and telephone number for all utility companies along with anticipated easements that will be needed for service installation.
- 20. Additional services must be authorized prior to starting work.

Please contact the office at (614) 502-4240 with any questions.

Respectfully,

Ted Musielewicz, AIA Garmann Miller

Direct Line: 419.501.2569

Malor

