

**PORTAGE PUBLIC SCHOOLS' BOARD OF EDUCATION
REGULAR MEETING
CENTRAL HIGH SCHOOL RM #1136, 8135 S. WESTNEDGE, PORTAGE, MI 49002
JULY 20, 2026, 6:30 PM
AGENDA**

VISION STATEMENT

We are inspired to be an exceptional community grounded in fostering strengths, growth, and lifelong learning. Every student. Every future.

MISSION STATEMENT

Portage Public Schools will educate all students to achieve their potential.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE	
II. REVISIONS/APPROVAL OF AGENDA	2
III. REPORTS	
1. SUPERINTENDENT'S REPORT	3
a. BOND PROJECT UPDATE	
b. STATE BUDGET UPDATE	
IV. BOARD EDUCATION - None	
V. COMMENTS OR COMMUNICATIONS	4
1. BY CITIZENS	
2. BY BOARD TRUSTEES	
3. BOARD COMMITTEE REPORTS	
VI. CONSENT AGENDA	5
1. APPROVAL OF MINUTES	
a. JUNE 29, 2026 SPECIAL MEETING, REGULAR BUSINESS MEETING & CLOSED SESSIONS	6
VII. ASSURANCE OF DISTRICT PERFORMANCE - None	
VIII. REQUIRED ACTION ITEMS - None	
IX. ACTION ITEMS	
1. ARCHITECTURAL & ENGINEERING AGREEMENT AMENDMENT #2 (OP 6320)	12
2. CONSTRUCTION MANAGER AGREEMENT AMENDMENT #1 (OP 6320)	56
3. NEW TEACHER APPOINTMENTS (OP 3120)	64
4. ADMINISTRATIVE CONTRACT EXTENSIONS (EL 2.5)	67
5. APPROVE SUPERINTENDENT EVALUATION & PUBLIC STATEMENT (GP 3.12)	69
6. APPROVE SUPERINTENDENT CONTRACT MODIFICATIONS (EL 4.5)	71
X. DISCUSSION ITEMS	
1. POLICY UPDATES (BL 0131.1)	73
2. MASB 2026 ANNUAL LEADERSHIP CONFERENCE	83
3. TRUCK PURCHASE (OP 6320)	86
4. CHS LONG JUMP RESURFACING & TRACK REPAIRS (OP 6320)	89
XI. CLOSED SESSION	92
1. DISCUSS COLLECTIVE BARGAINING STRATEGY (OMA)	
XII. ADJOURN	

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
PORTAGE CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

II. Revisions/Approval of Agenda

Recommended Motion:

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

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
PORTAGE CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

III. Reports

1. Superintendent's Report
 - a. Bond Project Update
 - b. State Budget Update

Note Page

3. Board Committee Reports

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
PORTAGE CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

VI. Consent Agenda

1. Approval of Minutes
 - a. June 29, 2026 Special Meeting, Regular Business Meeting, & Closed Sessions

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION**

**SPECIAL MEETING & REGULAR BUSINESS MEETING
JUNE 29, 2026**

SPECIAL MEETING

The special meeting of the Board of Education of Portage Public Schools held on Monday, June 29, 2026, was called to order at 4:03 p.m. by President Van Antwerp. The meeting was held in Conference Room #1 of the Administration Building.

Board Trustees Present: Emily Crawford, Kimberly Larson, Terri Novaria, Mary Lou Rohwer, Bo Snyder, Mark Stevenson, Randy Van Antwerp

Board Trustees Absent: None

Executive Leadership Present: Johnny Edwards, Superintendent

REVISIONS/APPROVAL OF AGENDA

Motion offered by Mrs. Novaria, seconded by Mrs. Rohwer, that the Board of Education approve the agenda as printed.

The motion carried unanimously.

COMMENTS OR COMMUNICATIONS

There were no comments.

CLOSED SESSION

Discuss Periodic Personnel Evaluation (Superintendent) & Security Planning (OMA)

Motion offered by Dr. Stevenson, seconded by Mrs. Rohwer, that the Board of Education move into closed session to discuss periodic personnel evaluation (superintendent) and for security planning as allowed under the Open Meetings Act 15.268, Section 8(a) and 8(k), respectively.

Upon a roll call vote, the motion carried unanimously.

The Board entered into closed session at 4:04 p.m. and returned to open session at 6:17 p.m.

With no further business to come before the Board, the special meeting was adjourned at 6:18 p.m.

REGULAR BUSINESS MEETING

The regular business meeting of the Board of Education of Portage Public Schools held on Monday, June 29, 2026, was called to order at 6:30 p.m. by President Van Antwerp. The meeting was held in Room #1136 of Portage Central High School

Board Trustees Present: Emily Crawford, Kimberly Larson, Terri Novaria, Mary Lou Rohwer, Bo Snyder, Mark Stevenson, Randy Van Antwerp

Board Trustees Absent: None

REVISIONS/APPROVAL OF AGENDA

Motion offered by Mrs. Novaria, seconded by Mrs. Crawford, that the Board of Education approve the agenda as amended to add a Closed Session and Post-Closed Action just prior to adjournment.

The motion carried unanimously.

BUDGET HEARING

The budget hearing began at 6:32 p.m.

Review of 2026-27 Proposed Budget & Comments/Questions Regarding the Proposed Budget

School districts must have their budget for the upcoming school year adopted by July 1 each year and hold a budget hearing prior to taking action on the proposed budget.

Ms. Paula Johnson, Director of Finance, and Ms. Samantha Stevens, Business Manager, provided a presentation on the 2026-27 proposed budget and addressed questions from board members and the public (audience) relative to the budget.

The budget hearing concluded at 6:52 p.m.

REPORTS

Superintendent's Report

Bond Project Update

Mr. Russ Gerbers, Assistant Superintendent of Operations, provided an update on construction progress, sharing photos from the Woodland Elementary and Amberly Elementary sites.

Mr. Gerbers and representatives from TowerPinkster and Owen-Ames-Kimball, Inc. provided an update on the schematic design, budget and timelines for the new Angling Road Elementary. They responded to Trustee questions

COMMENTS OR COMMUNICATIONS

President Van Antwerp opened the floor to public comment. Board Secretary Novaria read the guidelines for public comment.

The following individuals addressed the Board regarding wages and benefits for paraprofessionals – Dustin McLean, Carolyn Leslie, Elizabeth Homan, Annette Hampton, Mike Quinn, Carol VanderBerg, Kathy LePage, Amber Beridon and Melvina Gillespie.

Anna Helner and Sara Barton each addressed the Board regarding the need for school nurses.

Kayla Fernstrum and Dustin McLean addressed the Board regarding issues related to Angling Road Elementary.

President Van Antwerp thanked each of the public commenters for their remarks and opened the floor to Trustee comments.

Mr. Snyder and Ms. Larson each thanked the public commenters for their remarks.

CONSENT AGENDA

President Van Antwerp presented the following Consent Agenda item for approval by the Board of Education: the June 15, 2026 Special Meeting, Committee of the Whole Work Session and Closed Session minutes.

There being no objections, the motion carried unanimously.

REQUIRED ACTION ITEMS

Amended Budget Appropriation Resolution for 2025-26

Motion offered by Mrs. Rohwer, seconded by Mrs. Crawford, that the Board of Education approve the resolutions for the General Fund, Debt Retirement Fund, Building & Site Sinking Fund, and School Service Funds budgets for 2025-26, as presented.

The motion carried unanimously.

2026-27 Budget Resolutions

Motion offered by Dr. Stevenson, seconded by Mrs. Novaria, that the Board of Education approve the resolutions for the General Fund, Debt Retirement Fund, Building & Site Sinking Fund, and School Services Funds budgets for 2026-27, as presented.

The motion carried unanimously.

Resolution to Set 2026 Tax Rates

Motion offered by Mrs. Novaria, seconded by Dr. Stevenson, that the Board of Education approve the Resolution to Set 2026 Tax Rates for Summer and Winter Taxes, as presented.

The motion carried unanimously.

ACTION ITEMS

Administrative Contract Extensions

Motion offered by Mr. Snyder, seconded by Ms. Larson, that the Board of Education authorize the Superintendent to issue administrator contract extensions, as presented, not to extend beyond June 30, 2028, and with additional compensation in the aggregate, as approved by the Board as part of the initial 2026/2027 budget.

The motion carried unanimously.

Retiree Proclamation

Motion offered by Mrs. Novaria, seconded by Mrs. Rohwer, that the Board of Education approve the 2025-26 Retiree Proclamation, as presented.

Mrs. Novaria read the proclamation aloud.

Upon a roll call vote, the motion carried unanimously.

Trustees thanked Mr. Galin and wished him all the best in retirement. Mr. Galin expressed his gratitude for the opportunity to serve the District.

DISCUSSION ITEMS

Instructional Empowerment-RigorWalk Tool

Superintendent Johnny Edwards reviewed the recommendation and addressed questions from Trustees.

The Board opted to move this discussion item to action.

Motion offered by Mrs. Rohwer, seconded by Mr. Snyder, that the Board of Education move the RigorWalk tool discussion item to action.

The motion carried unanimously.

Motion offered by Ms. Larson, seconded by Dr. Stevenson, that the Board of Education approve a partnership with Instructional Empowerment, Inc. to implement the RigorWalk Instructional Leadership System for the 2026-27 school year for a total cost of \$110,985 .00, the funding for which will come from the Instructional Initiative Funding source.

The motion carried unanimously.

Playground Surface Upgrade for CEL & HAV

Mr. Russ Gerbers went over the recommendation and addressed Trustee questions.

The Board moved the discussion item to action.

Motion offered by Dr. Stevenson, seconded by Ms. Larson, that the Board of Education move the playground surface upgrade discussion item to action.

The motion carried unanimously.

Motion offered by Dr. Stevenson, seconded by Ms. Larson, that the Board of Education authorize, as presented, Owen-Ames-Kimball Co. to issue a change order to add Poured In Place to Central Elementary and Haverhill Elementary in the amount of \$353,954, the funds for which will come from the 2025 Bond Fund (the third series from the 2021 vote).

The motion carried unanimously.

WOD Security Cameras

Dr. Ryan Miller, Director of Information & Technology Systems, went over the recommendation.

This discussion item was moved to action by the Board.

Motion offered by Mrs. Novaria, seconded by Mrs. Rohwer, that the Board of Education move the WOD security camera discussion item to action.

The motion carried unanimously.

Motion offered by Mrs. Novaria, seconded by Dr. Stevenson, that the Board of Education approve, as presented, a contract with Parkway Electric & Communications for video surveillance equipment and installation at the new Woodland Elementary School in the amount of \$35,255.00 (which includes a ten percent contingency). The funds for this project will come from the 2025 Bond Fund (the third series from the 2021 vote).

The motion carried unanimously.

CLOSED SESSION

Motion offered by Mrs. Novaria, seconded by Dr. Stevenson, that the Board of Education move into closed session pursuant to Section 8(1)(a) of the Michigan Open Meetings Act, MCL 15.268(1)(a), Section 8(a), to consider the suspension, disciplinary action, or dismissal of an employee at the employee's request.

Upon a roll call vote, the motion carried unanimously.

The Board entered into closed session at 8:29 p.m. and returned to open session at 8:36 p.m.

POST-CLOSED ACTION

In open session, the Board took the following actions.

Motion offered by Mrs. Crawford, seconded by Mrs. Novaria, that the Board of Education accept the resignation agreement and release, as presented.

The motion carried unanimously.

Motion offered by Dr. Stevenson, seconded by Mrs. Crawford, that the Board of Education approve the appointment of the following current administrators to new administrative positions in Portage Public Schools for the 2026-27 school year:

- **Sidney Bailey IV – move from Assistant Principal at West Middle School to Principal at West Middle School,**
- **Kelly Hinga – move from Assistant Principal at Northern High School to Assistant Principal at West Middle School, and**
- **Jason Messenger – move from Principal at West Middle School to Principal at Northern High School.**

The motion carried unanimously.

With no further business to come before the Board, the meeting was adjourned at 8:38 p.m.
Respectfully Submitted,

Barb Atkinson
Recording Secretary

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
PORTAGE CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

IX. Action Items

1. Architectural & Engineering Agreement Amendment #2 (OP 6320)

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education approve, as presented, Amendment #2 to the Architectural & Engineering Agreement with TowerPinkster for continued design and engineering services associated with the District's 2021 Bond, 2025 Bond, and 2024 Sinking Fund Programs.



To: Johnny Edwards, Superintendent
From: Russ Gerber, Assistant Superintendent of Operations
Cc: Paula Johnson, Director of Finance
Date: July 15th, 2026
Re: Architectural & Engineering Agreement Addendum

RECOMMENDATION

I recommend that the Board of Education approve Amendment #2 to the Architectural & Engineering Agreement with TowerPinkster for continued design and engineering services associated with the District's 2021 Bond, 2025 Bond, and 2024 Sinking Fund programs.

BACKGROUND INFORMATION

Since the inception of the 2021 District's bond program, TowerPinkster has been an exceptional partner to Portage Public Schools. Their team has consistently demonstrated creativity, technical expertise, and a collaborative approach while designing facilities that support the District's long-term educational vision. TowerPinkster has worked closely with District staff, Owen-Ames-Kimball, Plante Moran Realpoint, and other project partners to proactively address challenges, identify cost-effective solutions, and deliver high-quality designs that balance functionality, sustainability, and fiscal responsibility. Their responsiveness throughout the planning and construction process has been instrumental to the success of our capital improvement program, and we are pleased to continue our partnership with them.

As the District's Owner's Representative, Plante Moran Realpoint has worked collaboratively with Portage Public Schools and TowerPinkster to develop Amendment #2 to the existing Architectural & Engineering Agreement. This amendment expands the scope of services to include projects funded through the 2025 Bond, and Building Site and Sinking Fund while updating the agreement to reflect current market conditions and project requirements.

Key revisions included in the amendment are:

- Additional design services for site revisions at Central Elementary to improve the construction schedule.
- Additional design services for site revisions at Haverhill Elementary to address City and utility requirements.
- Additional design services to improve playground accessibility at both Central and Haverhill Elementary.
- Incorporation of the 2025 Bond and 2024 Sinking Fund projects into the overall program.

- Expansion of the agreement to include the remaining elementary school projects, Community High School, Early Childhood Center, and Administration Building projects.
- Updated construction budgets and anticipated project schedules.
- Administrative updates, including the change in District contact to Russell Gerbers and updated Owner's Representative information.
- Addition of Construction Management, Survey, and Geotechnical consultant information.
- Extension of technology and furniture design services to Amberly, Woodland, Angling Road, and Moorsbridge Elementary.
- Establishment of design fees for supplemental services associated with the additional elementary projects.
- Updates to hourly rates for additional services, corrections to reimbursable expense allowances, and the addition of nondiscrimination language.

Approval of this amendment will allow TowerPinkster to continue providing architectural and engineering services throughout the remaining phases of the District's capital improvement program. Their professionalism, innovative design approach, and commitment to collaboration have made them a valued partner, and their continued involvement will help ensure the successful delivery of these important projects for our students, staff, and community

July 14, 2026

Mr. Russ Gerbers
Assistant Superintendent of Operations
Portage Public Schools
8107 Mustang Drive
Portage, MI 49002

RE: Tower Pinkster Titus Associates – Architecture & Engineering Design (AE) Contract Amendment #2

Mr. Gerbers:

As your Owner's Representative, Plante Moran Realpoint (PMR) has been pleased to assist Portage Public Schools (PPS) in working with your Architecture & Engineering design partner, Tower Pinkster Titus Associates (TP), in developing the enclosed Amendment #2 to their contract for services related to the 2021 and 2025 bond programs, as well as the 2024 Sinking Fund. PMR worked with PPS and TP to develop this amendment to reflect the additional scope of work from the new bonds as well as other revisions due to market and program changes. This amendment incorporates the following:

- A. Additional services for site design revisions for Central Elementary to improve schedule;
- B. Additional services for site design revisions for Haverhill Elementary to respond to City and Utility needs;
- C. Additional services for playground accessibility revisions for Central Elementary;
- D. Additional services for playground accessibility revisions for Haverhill Elementary;
- E. Incorporates the 2025 Bond and 2024 Sinking Fund into the scope of the program;
- F. Contract article changes:
 - 1.1.1 Adds the remaining elementary projects, as well as Community High, Early Childhood and Administration spaces to the program for the work;
 - 1.1.3 Revised to add the Owner's anticipated budget for construction for the Bond and Sinking Fund projects;
 - 1.1.4 Incorporates anticipated schedule dates for each project;
 - 1.1.8 Revises Owner contact person from Johnny Edwards to Russel Gerbers; Updates contact and corporate name information for Owner's Representative;
 - 1.1.10 Adds CM firm, Survey firm, and Geotechnical Firm information;
 - 4.1.2 Extends Supplemental Services for Technology Design and Furniture Design services to Amberly, Woodland, Angling Road, and Moorsbridge Elementary buildings
 - 11.1 Establishes design fees for Supplemental Services for additional elementary buildings
 - 11.7 Updates staff hourly rates for additional services that may become necessary
 - 12.20 Adds nondiscrimination language to agreement.

Compensation adjustments for additional services A, B, C & D above are enumerated, along with correction of the not-to-exceed allowances for reimbursable expenses for both professional service consultants and miscellaneous reimbursable expenses.

RECOMMENDATION

Plante Moran Realpoint has fully vetted these changes with market conditions, the existing contract terms and appropriateness to the work. We recommend the board approve this contract amendment for Architectural and Engineering Design Services. Our team is available at the District and Board's convenience to answer questions.

Sincerely,

PLANTE MORAN REALPOINT

A handwritten signature in blue ink, appearing to read 'DP' followed by a stylized flourish.

Doug Phillips

Senior Vice President

Copy: Ron Herron, Chris Mankowski, Plante Moran Realpoint
Shawn Parshall, Doug Milburn, TowerPinkster

DRAFT

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

Portage Public Schools
Construction and improvements
described in accordance with the ballot
language from the August 3, 2021
election, all applicable laws, the
approved plans and specifications, the
Owner's fixed budget, and as otherwise
approved by the Owner.

AGREEMENT INFORMATION:

Date: November 9, 2021

AMENDMENT INFORMATION:

Amendment Number: 002
Date: July 21, 2026

OWNER: *(name and address)*

Portage Public Schools
8107 Mustang Drive
Portage, Michigan 49002

ARCHITECT: *(name and address)*

Tower Pinkster Titus Associates, Inc.
242 E Kalamazoo Ave, Suite 100
Kalamazoo, Michigan 49007

The Owner and Architect amend the Agreement as follows:

A. Additional Services shall include Central Elementary Site Work Design Revisions (hereinafter "Central Site Work Design Revisions"), as detailed in the Architect's Additional Service Request, dated June 3, 2026, consisting of 1 page, attached hereto as Attachment A;

B. Haverhill Elementary Site Work Design Revisions (hereinafter "Haverhill Site Work Design Revisions"), as detailed in the Architect's Additional Service Request, dated June 3, 2026, consisting of 1 page, attached hereto as Attachment B; and

C. Central Playground Accessibility Design Revisions (hereinafter "Central Playground Accessibility Design Revisions"), as detailed in the Architect's Additional Service Request, dated July 10, 2026, consisting of 1 page, attached hereto as Attachment C.

D. Haverhill Playground Accessibility Design Revisions (hereinafter "Haverhill Playground Accessibility Design Revisions"), as detailed in the Architect's Additional Service Request, dated July 10, 2026, consisting of 1 page, attached hereto as Attachment D.

E. B132-2019 Cover page is amended as follows:

Architect's Basic Services shall include construction and improvements described in the relevant ballot language from the August 3, 2021 election, the relevant ballot language from the November 2025 bond election, and the construction and improvements Building and Site Sinking Fund from the August 2024 election.

F. The following Sections of the B132-2019 are amended as follows:

§ 1.1.1 The Owner's program for the Project:

As expressly approved by the Owner in writing after advice and input from the Owner and Construction Manager, and any others deemed appropriate by the Owner, in accordance with the relevant 2021 and 2025 ballot language from the bond elections, and in accordance with the 2024 Sinking Fund Program. The Project includes, but is not limited to, the following Projects:

Construction of five (5) new elementary schools to replace the five oldest in the District – Central, Haverhill, Amberly, Woodland, and Angling Road; as well as renovations to Moorsbridge Elementary, which was originally constructed in the 1990s, and construction of facilities to serve the Community High School, Early Childhood, Administration, and other programs.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1 of the Agreement:

Total fixed sum for the 2021 Bond Program is One Hundred Thirty One Million Dollars (\$131,000,000);

Total fixed sum for the 2025 Bond Program is One Hundred Million Dollars (\$100,000,000);

Total fixed sum for the 2024 Sinking Fund Program is estimated to be Five Hundred Thousand Dollars (\$500,000) annually.

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

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User Notes:

(3B9ADA41)

- .1 Project Milestone Dates:
- 1.1.4.1 Design Milestone Dates
- | | |
|------------------------------|----------------------------|
| Woodland Elementary | Complete |
| Amberly Elementary | February 2025 - May 2026 |
| Moorsbridge Elementary | May 2026 - December 2026 |
| Angling Road Elementary | March 2026 - December 2026 |
| Early Childhood Center | June 2026 - March 2027 |
| Community High | January 2027 - August 2027 |
| Administration | TBD |
| Building & Site Sinking Fund | Annually |
- 1.1.4.2 Construction Commencement Date
- | | |
|------------------------------|----------------|
| Woodland Elementary | July 2025 |
| Amberly Elementary | June 2026 |
| Moorsbridge Elementary | June 2027 |
| Angling Road Elementary | April 2027 |
| Early Childhood Center | April 2027 |
| Community High | September 2027 |
| Administration | TBD |
| Building & Site Sinking Fund | Annually |
- 1.1.4.3 Substantial Completion Dates:
- | | |
|------------------------------|------------|
| Woodland Elementary | June 2027 |
| Amberly Elementary | June 2028 |
| Moorsbridge Elementary | June 2028 |
| Angling Road Elementary | May 2029 |
| Early Childhood Center | April 2029 |
| Community High | July 2028 |
| Administration | TBD |
| Building & Site Sinking Fund | Annually |
- 1.1.4.4 Other Milestone Dates:
- | | |
|----------------------|-------------|
| Haverhill Demolition | Summer 2028 |
| PCEC Demolition | Summer 2029 |

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

Mr. Russel Gerbers
Assistant Superintendent of Operations
Portage Public Schools
8701 Mustang Drive
Portage, MI 49002

§ 1.1.8.1 OWNER'S REPRESENTATIVE CONSULTANT. Owner has engaged Plante Moran Realpoint, LLC ("PMR") as an independent Owner's representative consultant and advisor on the Project. Architect shall keep the Owner and the Owner's Representative Consultant informed in matters regarding the Project. Unless otherwise provided in this Agreement, Contract Document or specifically authorized by the Owner, the Owner's Representative Consultant is not authorized to commit the Owner in matters regarding changes in the Work, Project Schedule, or grant approval on behalf of the Owner. The Owner and/or the Owner's Designated Representative have the sole right to make decisions in matters regarding the Project.

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

Mr. Doug Phillips
Plante Moran Realpoint, LLC
750 Trade Center Way, Suite 300
Kalamazoo, Michigan 49002
Doug.phillips@plantemoran.com; (269) 567-4625

The Owner, Architect, and PMR acknowledge and agree that the Owner's representative identified in Section 1.1.8 and the Owner's Representative Consultant identified in Section 1.1.8.1 are separate and distinct individuals with separate and distinct rights and responsibilities.

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

- .1 Construction Manager:
Owen Ames Kimball Co.
2700 Stadium Drive; Suite 2
Kalamazoo, Michigan 49008
- .2 Land Surveyor:
Driesenga and Associates, Inc.
552 S 8th Street
Kalamazoo, Michigan 49009
- .3 Geotechnical Engineer:
Driesenga and Associates, Inc.
552 S 8th Street
Kalamazoo, Michigan 49009

§ 4.1.2 Description of Supplemental Services

Section 4.1.1.22: The Architect will provide telecommunications, data design, and technology design services for Amberly, Woodland, Angling Road, and Moorsbridge Elementary Schools as a Basic Service, in accordance with Exhibit B, attached hereto, and Section 11.1 of the Agreement. The Architect will provide telecommunications, data design, and technology design services for other buildings and facilities, as an Additional Service, if and to the extent authorized in accordance with the first paragraph of Section 4.1.1 of the Agreement. Any such services will also be provided in accordance with Exhibit B, attached hereto. Further, as a Basic Service, the Architect will work cooperatively and closely with dedicated Owner employees for all telecommunications, data design, and technology design services performed by the Architect.

Section 4.1.1.27: The Architect will provide furniture, furnishings, and equipment design services for Amberly, Woodland, Angling Road, and Moorsbridge Elementary Schools as a Basic Service, in accordance with Exhibit C, attached hereto, and Section 11.1 of the Agreement. The Architect will provide furniture, furnishings, and equipment design services for other buildings and facilities, as an Additional Service, if and to the extent authorized in accordance with the first paragraph of Section 4.1.1 of the Agreement. Any such services will also be provided in accordance with Exhibit C, attached hereto. Further, as a Basic Service, the Architect will work cooperatively and closely with dedicated Owner employees for all furniture, furnishings, and equipment design services performed by the Architect.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's timely and proper performance of Basic Services, the Owner shall compensate the Architect as follows:

Telecommunications, Data Design, and Technology Design ("Technology")

- 4.5% of hard costs related to Technology for Amberly Elementary
- 4.5% of hard costs related to Technology for Woodland Elementary
- 4.5% of hard costs related to Technology for Angling Road Elementary
- 6.4% of hard costs related to Technology for Moorsbridge Elementary
- All others are "to be determined," if authorized as an Additional Service

Furniture, Furnishings, and Equipment Design and Interior Design ("FF&E")

- 4.5% of hard costs related to FF&E for Amberly Elementary
- 4.5% of hard costs related to FF&E for Woodland Elementary
- 4.5% of hard costs related to FF&E for Angling Road Elementary
- 4.5% of hard costs related to FF&E for Moorsbridge Elementary
- All others are "to be determined," if authorized as an Additional Service

§ 11.7 The hourly billing rates for Supplemental and Additional Services of the Architect and the Architect's

consultants are set forth below.

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

Employee or Category	Rate (\$0.00) per hour
Partner I	\$ 270
Partner II .	\$ 235
Principal Manager	\$ 205
Assoc. Principal	\$ 190
Project Management I	\$ 205
Project Management II	\$ 190
Senior Professional Staff Level I	\$ 190
Senior Professional Staff Level II	\$ 175
Professional Staff	\$ 155
Senior Technical Staff Level I	\$ 165
Technical Staff Level I	\$ 145
Technical Staff Level II	\$ 120
Technical Staff Level III	\$ 90
Support Staff	\$ 100

§ 12.20 The Architect will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the Agreement.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

For Central Site Work Design Revisions Services as detailed herein, the Owner shall compensate the Architect a total Fixed Fee amount of Seventy Five Hundred Dollars (\$7,500), which includes any and all Reimbursable Expenses;

For Haverhill Site Work Design Revisions Services as detailed herein, the Owner shall compensate the Architect a total Fixed Fee amount of Fourteen Thousand Dollars (\$14,000), which includes any and all Reimbursable Expenses;

for Central Playground Accessibility Design Revisions, the Owner shall compensate the Architect a total Fixed Fee amount of Nine Thousand Five Hundred Dollars (\$9,500), which includes any and all Reimbursable Expenses; and for Haverhill Playground Accessibility Design Revisions, the Owner shall compensate the Architect a total Fixed Fee amount of Nine Thousand Five Hundred Dollars (\$9,500), which includes any and all Reimbursable Expenses.

In Addition, the Architect's Reimbursable Expenses (REs) Allowance shall be revised to a Not-to-Exceed (NTE) amount of One Million Five Hundred Thousand Dollars (\$1,500,000), which is broken down as follows:

One Hundred Thousand Dollars (\$100,000) Original NTE Reimbursable Expenses Allowance;

One Hundred Thousand Dollars (\$100,000) NTE per Project for Consultants, and

One Hundred Thousand Dollars (\$100,000) NTE per Project for miscellaneous expenses, as detailed below.

Contract Summary:

Original Agreement = 5.9% of the CoW for New Construction/6.4% of the CoW for Renovations

Original Not-to-Exceed Reimbursable Expenses Allowance \$ 100,000

Amendment 001 (Not applicable - Schedule updates only) \$ 0

Amendment 002 Additional Design Services \$ 40,500

Amendment 002 Additional NTE REs (per Project - Consultants) \$ 700,000

Amendment 002 Additional NTE REs (per Project - Misc) \$ 700,000

Total Current AE Compensation = \$ 1,540,500

Schedule Adjustment:

As detailed herein in Section 1.1.4 above.

The Agreement is hereby ratified and reaffirmed and shall continue in full force and effect in accordance with the provisions thereof except as modified by this Amendment 002. In the event of a conflict between this Amendment 002 and the Agreement, this Amendment 002 shall control. Notwithstanding the foregoing, in the event of any inconsistency or ambiguity between, within, or among any of the documents that constitute the Agreement, the terms most beneficial to the Owner, as determined in the Owner's sole discretion, shall govern.

SIGNATURES:

Tower Pinkster Titus Associates, Inc.
ARCHITECT *(Firm name)*

Portage Public Schools
OWNER *(Firm name)*

SIGNATURE
Shawn Parshall, Director of K12
Education
PRINTED NAME AND TITLE

SIGNATURE
Johnny Edwards
Superintendent
PRINTED NAME AND TITLE

DATE

DATE



ADDITIONAL SERVICE REQUEST

PROJECT NAME: Portage Central Elementary Design Services

PROJECT NO.: 021237.010

DATE: June 3, 2026

ADDITIONAL SERVICES NO.: 01

DESCRIPTION OF ADDITIONAL SERVICES TO BE PROVIDED: TowerPinkster provided the following services, post-design, for the Portage Central Elementary Project. These services do not have any contingency spend associated with them and thus are in addition to the PPS CEL Fee Adjustment #2.

- Additional meetings, post-design, with Consumer's Energy to analyze final electrical routing.
- Regrading analysis of previously designed parking lot to reduce earthwork and expedite construction completion during the Summer of 2025.
- Evaluate additional grading concerns with respect to the discus field.

METHOD OF COMPENSATION:

The contract will be modified by the amount/method below to complete the above work as additional services.

- ☒ Lump Sum Amount \$ 7,500
- ☐ Hourly, to a Maximum Amount \$ _____
- * Fee and Rate Schedule Attached
- ☐ Other (describe) \$ _____

To complete this work the design schedule and construction schedule will be adjusted by **0** days.

Based upon the signed approval below, the Client agrees to the additional services, and the parties agree on proceeding with the work described above as an addition to the previously executed contract.

Prepared by: Doug Milburn, Project Manager

Owner Approval by:

 Russell Gerbers
 Assistant Superintendent of Operations
 Portage Public Schools

 Date



ADDITIONAL SERVICE REQUEST

PROJECT NAME: Portage Haverhill Elementary Design Services

PROJECT NO.: 021237.010

DATE: June 3, 2026

ADDITIONAL SERVICES NO.: 01

DESCRIPTION OF ADDITIONAL SERVICES TO BE PROVIDED: TowerPinkster provided the following services, post-design, for the Portage Haverhill Elementary Project. These services do not have any contingency spend associated with them and thus are in addition to the PPS CEL Fee Adjustment #2.

- Multiple existing driveway geometry revisions, post-design, including parking restrictions and multiple rounds of coordination with the City of Portage.
- Parent drop-off loop revisions and coordination with the City of Portage.
- Additional meetings, post-design, with Consumer's Energy to analyze final electrical routing.
- Ongoing contractor coordination regarding soil erosion and pond cleanout concerns.

METHOD OF COMPENSATION:

The contract will be modified by the amount/method below to complete the above work as additional services.

- | | |
|--|-----------|
| ☒ Lump Sum Amount | \$ 14,000 |
| ☐ Hourly, to a Maximum Amount | \$ _____ |
| * Fee and Rate Schedule Attached | _____ |
| ☐ Other (describe) | \$ _____ |

To complete this work the design schedule and construction schedule will be adjusted by **0** days.

Based upon the signed approval below, the Client agrees to the additional services, and the parties agree on proceeding with the work described above as an addition to the previously executed contract.

Prepared by: Doug Milburn, Project Manager

Owner Approval by:

_____	_____
Russell Gerbers	Date
Assistant Superintendent of Operations	
Portage Public Schools	



ADDITIONAL SERVICE REQUEST

PROJECT NAME: Portage Central Elementary Design Services

PROJECT NO.: 021237.010

DATE: July 10, 2026

ADDITIONAL SERVICES NO.: 02

DESCRIPTION OF ADDITIONAL SERVICES TO BE PROVIDED: TowerPinkster provided design services to modify the existing playground designs, responding to Portage Public School's request to provide additional inclusive play equipment options and inclusive play surfaces for the building's students.

The modifications, issued in Bulletin 30, were based on building user feedback and respond to approved playground designs for Amberly Elementary School, which was in the design phase at the time, so its playground design discussions were utilized to review options, eventually leading to the approved solution.

METHOD OF COMPENSATION:

The contract will be modified by the amount/method below to complete the above work as additional services.

- | | |
|--|----------|
| ☒ Lump Sum Amount | \$ 9,500 |
| ☐ Hourly, to a Maximum Amount | \$ _____ |
| * Fee and Rate Schedule Attached | |
| ☐ Other (describe) | \$ _____ |

To complete this work the design schedule and construction schedule will be adjusted by **0** days.

Based upon the signed approval below, the Client agrees to the additional services, and the parties agree on proceeding with the work described above as an addition to the previously executed contract.

Prepared by: Doug Milburn, Project Manager

Owner Approval by:

_____	_____
Russell Gerbers	Date
Assistant Superintendent of Operations	
Portage Public Schools	



ADDITIONAL SERVICE REQUEST

PROJECT NAME: Portage Haverhill Elementary Design Services

PROJECT NO.: 021237.010

DATE: July 10, 2026

ADDITIONAL SERVICES NO.: 02

DESCRIPTION OF ADDITIONAL SERVICES TO BE PROVIDED: TowerPinkster provided design services to modify the existing playground designs, responding to Portage Public School's request to provide additional inclusive play equipment options and inclusive play surfaces for the building's students.

The modifications, issued in Bulletin 28, were based on building user feedback and respond to approved playground designs for Amberly Elementary School, which was in the design phase at the time, so its playground design discussions were utilized to review options, eventually leading to the approved solution.

METHOD OF COMPENSATION:

The contract will be modified by the amount/method below to complete the above work as additional services.

- | | |
|--|----------|
| ☒ Lump Sum Amount | \$ 9,500 |
| ☐ Hourly, to a Maximum Amount | \$ _____ |
| * Fee and Rate Schedule Attached | |
| ☐ Other (describe) | \$ _____ |

To complete this work the design schedule and construction schedule will be adjusted by **0** days.
Based upon the signed approval below, the Client agrees to the additional services, and the parties agree on proceeding with the work described above as an addition to the previously executed contract.

Prepared by: Doug Milburn, Project Manager

Owner Approval by:

_____	_____
Russell Gerbers	Date
Assistant Superintendent of Operations	
Portage Public Schools	

EXHIBIT B – TECHNOLOGY DESIGN SERVICES

ADDITIONAL SERVICE REQUEST – TECHNOLOGY DESIGN

June 3, 2026

Russell Gerbers
Assistant Superintendent of Operations
Portage Public Schools
8107 Mustang Drive
Portage, MI 49002

Re: Woodland Elementary / Amberly Elementary / Angling Road Elementary | Technology Design
Additional Service Request 01

Dear Russ,

On behalf of TowerPinkster, we are pleased to present the following additional service request for professional design services to assist you and your team with executing this important effort for the current projects. The following is an understanding of the effort and a description of our services.

Thank you for inviting our firm to submit a proposal for the Portage Public Schools Bond Technology Design services. On behalf of TowerPinkster, we are pleased to present the following proposal for professional design services to assist you and your team with executing this important project for the future of Portage Public Schools. The following is an understanding of the project and a description of our services.

I. PROJECT UNDERSTANDING

Portage Public Schools desires TowerPinkster to provide selected technology design services for the new Woodland Elementary, new Amberly Elementary, and new Angling Road Elementary.

We understand that the technology design and selection for Woodland Elementary, Amberly Elementary, and Angling Road Elementary will be utilizing technology design decisions from Central Elementary and Haverhill Elementary. As such, we understand the District desires consistency of technology type between District buildings. With the efficiency of technology selection due to this design parity, we feel there is an opportunity for providing these services at a reduced fee for Woodland Elementary, Amberly Elementary, and Angling Road Elementary, similar to Haverhill Elementary.

Bidding and construction management for all technology related categories will be handled by Portage Public Schools or the district's Construction Manager.

II. SCOPE OF ADDITIONAL SERVICES

TowerPinkster will provide the following services as outlined in this proposal.

- Structured and Low Voltage Cabling Systems
 - Design, Specifications and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- Fiber Optic Cabling Systems
 - Design, Specifications and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- PA/Clock/Bell Systems
 - Design, Specifications and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- Classroom AV Systems
 - Design, Specifications, and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- Large Space AV Systems
 - Design, Specifications, and Drawings
 - Assumed Elementary Large Spaces:
 - Cafeteria
 - Gymnasium
 - Media Center
 - Commons/Collaboration Spaces
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- Surveillance & Access Control Systems
 - Design, Specifications and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract

III. PROPOSED SCHEDULE

Our team understands that if the proposal is acceptable, our agreement to begin working on this project will coincide with the proposed schedule of the primary TowerPinkster AIA contract.

IV. COMPENSATION

Based on the scope and scale of the proposed projects, we will provide the professional services described above at a fee of 4.5% of the Technology budget, plus reimbursable expenses for Woodland Elementary, Amberly Elementary, and Angling Road Elementary.

This fee proposal is made with the following assumptions:

1. If the scope changes, compensation will be adjusted accordingly.
2. Our work includes a single phase construction effort for each building.
3. The project will commence and conclude per the proposed schedule and work plan extensions and/or expansions will generate a discussion in regard to additional required effort and value.
4. We will provide digital .PDF files to you for your records.

Reimbursable expenses are in addition to the compensation for the professional services and include actual expenditures incurred by TowerPinkster in connection with the project. Expenses will be invoiced using a multiplier of 1.1 to cover costs of administration. These expenses may include:

We estimate the cost of TowerPinkster's reimbursable expenses at approximately **\$1,000 (per project)**.

Invoices will be submitted monthly based on the percentage of work completed during each phase, and payment is due upon receipt of invoice. A service charge of 1½% per month (18% per year) is applied to accounts unpaid after thirty (30) days from date of invoice. There is no initial payment due in advance to secure our services.

V. TERMS & CONDITIONS

The terms and conditions of this proposal are as follows:

- Services not provided in this proposal:
 - Distribution of the technology package to invited bidders and local Plan Rooms (competitive bidding). This activity will be handled by Portage Public Schools or the district's Construction Manager
 - Notification to vendors of award/non-award
 - Coordination of the delivery and installation schedule. This activity will be handled by Portage Public Schools or the district's Construction Manager
 - Organization of a pre-installation conference with vendors. This activity will be handled by Portage Public Schools or the district's Construction Manager
- All work product is copyrighted by TowerPinkster and may only be used with specific written consent.
- Limits of Liability - Our liability for any and all claims shall be limited to the compensation amount agreed to in this proposal.

Thank you for the opportunity to present this proposal for your consideration. If it meets your approval, please sign and return one copy to our office within **seven (7)** calendar days from the date of this proposal to honor the terms and conditions contained herein. We appreciate your selection of our TowerPinkster team for your professional design needs and look forward to working with you on this project. Please contact me if you have any questions.

Sincerely,
TowerPinkster



Douglas L. Milburn, AIA, NCARB
Project Manager



Shawn L. Parshall, AIA, NCARB, CDT, CPTED, LEED-AP
Partner, Director of K-12 Education

I hereby authorize Tower Pinkster Titus Associates, Inc. to provide the professional services described above. This additional service request document will serve as the authorization to proceed from Portage Public Schools and it will be added to the previously executed Agreement for the project.

Russell Gerbers
Assistant Superintendent of Operations
Portage Public Schools

Date

cc: Bjorn Green, TowerPinkster
Adam Doubblestein, TowerPinkster
marketing@towerpinkster.com

HOURLY RATE SCHEDULE

January 2026

Hourly rates used in computing fees for professional services:

JOB CLASSIFICATIONS	RATES
Partner I	\$ 270
Partner II	235
Principal Manager	205
Assoc. Principal	190
Project Management I	205
Project Management II	190
Senior Professional Staff Level I	190
Senior Professional Staff Level II	175
Professional Staff	155
Senior Technical Staff Level I	165
Technical Staff Level I	145
Technical Staff Level II	120
Technical Staff Level III	90
Support Staff	100

These rates are subject to change at the beginning of each calendar year.

ADDITIONAL SERVICE REQUEST – TECHNOLOGY DESIGN

June 3, 2026

Russell Gerbers
Assistant Superintendent of Operations
Portage Public Schools
8107 Mustang Drive
Portage, MI 49002

Re: Woodland Elementary / Amberly Elementary / Angling Road Elementary | Technology Design
Additional Service Request 01

Dear Russ,

On behalf of TowerPinkster, we are pleased to present the following additional service request for professional design services to assist you and your team with executing this important effort for the current projects. The following is an understanding of the effort and a description of our services.

Thank you for inviting our firm to submit a proposal for the Portage Public Schools Bond Technology Design services. On behalf of TowerPinkster, we are pleased to present the following proposal for professional design services to assist you and your team with executing this important project for the future of Portage Public Schools. The following is an understanding of the project and a description of our services.

I. PROJECT UNDERSTANDING

Portage Public Schools desires TowerPinkster to provide selected technology design services for the new Woodland Elementary, new Amberly Elementary, and new Angling Road Elementary.

We understand that the technology design and selection for Woodland Elementary, Amberly Elementary, and Angling Road Elementary will be utilizing technology design decisions from Central Elementary and Haverhill Elementary. As such, we understand the District desires consistency of technology type between District buildings. With the efficiency of technology selection due to this design parity, we feel there is an opportunity for providing these services at a reduced fee for Woodland Elementary, Amberly Elementary, and Angling Road Elementary, similar to Haverhill Elementary.

Bidding and construction management for all technology related categories will be handled by Portage Public Schools or the district's Construction Manager.

II. SCOPE OF ADDITIONAL SERVICES

TowerPinkster will provide the following services as outlined in this proposal.

- Structured and Low Voltage Cabling Systems
 - Design, Specifications and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- Fiber Optic Cabling Systems
 - Design, Specifications and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- PA/Clock/Bell Systems
 - Design, Specifications and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- Classroom AV Systems
 - Design, Specifications, and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- Large Space AV Systems
 - Design, Specifications, and Drawings
 - Assumed Elementary Large Spaces:
 - Cafeteria
 - Gymnasium
 - Media Center
 - Commons/Collaboration Spaces
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- Surveillance & Access Control Systems
 - Design, Specifications and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract

III. PROPOSED SCHEDULE

Our team understands that if the proposal is acceptable, our agreement to begin working on this project will coincide with the proposed schedule of the primary TowerPinkster AIA contract.

IV. COMPENSATION

Based on the scope and scale of the proposed projects, we will provide the professional services described above at a fee of 4.5% of the Technology budget, plus reimbursable expenses for Woodland Elementary, Amberly Elementary, and Angling Road Elementary.

This fee proposal is made with the following assumptions:

1. If the scope changes, compensation will be adjusted accordingly.
2. Our work includes a single phase construction effort for each building.
3. The project will commence and conclude per the proposed schedule and work plan extensions and/or expansions will generate a discussion in regard to additional required effort and value.
4. We will provide digital .PDF files to you for your records.

Reimbursable expenses are in addition to the compensation for the professional services and include actual expenditures incurred by TowerPinkster in connection with the project. Expenses will be invoiced using a multiplier of 1.1 to cover costs of administration. These expenses may include:

We estimate the cost of TowerPinkster's reimbursable expenses at approximately **\$1,000 (per project)**.

Invoices will be submitted monthly based on the percentage of work completed during each phase, and payment is due upon receipt of invoice. A service charge of 1½% per month (18% per year) is applied to accounts unpaid after thirty (30) days from date of invoice. There is no initial payment due in advance to secure our services.

V. TERMS & CONDITIONS

The terms and conditions of this proposal are as follows:

- Services not provided in this proposal:
 - Distribution of the technology package to invited bidders and local Plan Rooms (competitive bidding). This activity will be handled by Portage Public Schools or the district's Construction Manager
 - Notification to vendors of award/non-award
 - Coordination of the delivery and installation schedule. This activity will be handled by Portage Public Schools or the district's Construction Manager
 - Organization of a pre-installation conference with vendors. This activity will be handled by Portage Public Schools or the district's Construction Manager
- All work product is copyrighted by TowerPinkster and may only be used with specific written consent.
- Limits of Liability - Our liability for any and all claims shall be limited to the compensation amount agreed to in this proposal.

Thank you for the opportunity to present this proposal for your consideration. If it meets your approval, please sign and return one copy to our office within **seven (7)** calendar days from the date of this proposal to honor the terms and conditions contained herein. We appreciate your selection of our TowerPinkster team for your professional design needs and look forward to working with you on this project. Please contact me if you have any questions.

Sincerely,
TowerPinkster



Douglas L. Milburn, AIA, NCARB
Project Manager



Shawn L. Parshall, AIA, NCARB, CDT, CPTED, LEED-AP
Partner, Director of K-12 Education

I hereby authorize Tower Pinkster Titus Associates, Inc. to provide the professional services described above. This additional service request document will serve as the authorization to proceed from Portage Public Schools and it will be added to the previously executed Agreement for the project.

Russell Gerbers
Assistant Superintendent of Operations
Portage Public Schools

Date

cc: Bjorn Green, TowerPinkster
Adam Doubblestein, TowerPinkster
marketing@towerpinkster.com

HOURLY RATE SCHEDULE

January 2026

Hourly rates used in computing fees for professional services:

JOB CLASSIFICATIONS	RATES
Partner I	\$ 270
Partner II	235
Principal Manager	205
Assoc. Principal	190
Project Management I	205
Project Management II	190
Senior Professional Staff Level I	190
Senior Professional Staff Level II	175
Professional Staff	155
Senior Technical Staff Level I	165
Technical Staff Level I	145
Technical Staff Level II	120
Technical Staff Level III	90
Support Staff	100

These rates are subject to change at the beginning of each calendar year.

ADDITIONAL SERVICE REQUEST – TECHNOLOGY DESIGN

June 3, 2026

Russell Gerbers
Assistant Superintendent of Operations
Portage Public Schools
8107 Mustang Drive
Portage, MI 49002

Re: Moorsbridge Elementary | Technology Design
Additional Service Request 01

Dear Russ,

On behalf of TowerPinkster, we are pleased to present the following additional service request for professional design services to assist you and your team with executing this important effort for the current projects. The following is an understanding of the effort and a description of our services.

Thank you for inviting our firm to submit a proposal for the Portage Public Schools Bond Technology Design services. On behalf of TowerPinkster, we are pleased to present the following proposal for professional design services to assist you and your team with executing this important project for the future of Portage Public Schools. The following is an understanding of the project and a description of our services.

I. PROJECT UNDERSTANDING

Portage Public Schools desires TowerPinkster to provide selected technology design services for the new Woodland Elementary, new Amberly Elementary, and new Angling Road Elementary.

We understand that the technology design and selection for Moorsbridge Elementary will be utilizing technology design decisions from Central Elementary and Haverhill Elementary. As such, we understand the District desires consistency of technology type between District Buildings.

Bidding and construction management for all technology related categories will be handled by Portage Public Schools or the district's Construction Manager.

II. SCOPE OF ADDITIONAL SERVICES

TowerPinkster will provide the following services as outlined in this proposal.

- Structured and Low Voltage Cabling Systems
 - Design, Specifications and Drawings

- Bidding phase assistance per the base A&E contract
- Standard A&E Construction Administration services per the base A&E contract
- Fiber Optic Cabling Systems
 - Design, Specifications and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- PA/Clock/Bell Systems
 - Design, Specifications and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- Classroom AV Systems
 - Design, Specifications, and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
 - Portions of the AV design to be provided by PPS Technology Department, based on an existing design used in the Middle Schools. PPS to provide design sketch of this portion to TowerPinkster for inclusion in the drawing details.
- Large Space AV Systems
 - Design, Specifications, and Drawings
 - Assumed Elementary Large Spaces:
 - Cafeteria
 - Gymnasium
 - Media Center
 - Commons/Collaboration Spaces
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract
- Surveillance & Access Control Systems
 - Design, Specifications and Drawings
 - Bidding phase assistance per the base A&E contract
 - Standard A&E Construction Administration services per the base A&E contract

III. PROPOSED SCHEDULE

Our team understands that if the proposal is acceptable, our agreement to begin working on this project will coincide with the proposed schedule of the primary TowerPinkster AIA contract.

IV. COMPENSATION

Based on the scope and scale of the proposed projects, we will provide the professional services described above at a fee of 6.4% of the Technology budget, plus reimbursable expenses for Moorsbridge Elementary

This fee proposal is made with the following assumptions:

1. If the scope changes, compensation will be adjusted accordingly.
2. Our work includes a single phase construction effort for each building.
3. The project will commence and conclude per the proposed schedule and work plan extensions and/or expansions will generate a discussion in regard to additional required effort and value.
4. We will provide digital .PDF files to you for your records.

Reimbursable expenses are in addition to the compensation for the professional services and include actual expenditures incurred by TowerPinkster in connection with the project. Expenses will be invoiced using a multiplier of 1.1 to cover costs of administration. These expenses may include:

Invoices will be submitted monthly based on the percentage of work completed during each phase, and payment is due upon receipt of invoice. A service charge of 1½% per month (18% per year) is applied to accounts unpaid after thirty (30) days from date of invoice. There is no initial payment due in advance to secure our services.

V. TERMS & CONDITIONS

The terms and conditions of this proposal are as follows:

- Services not provided in this proposal:
 - Distribution of the technology package to invited bidders and local Plan Rooms (competitive bidding). This activity will be handled by Portage Public Schools or the district's Construction Manager
 - Notification to vendors of award/non-award
 - Coordination of the delivery and installation schedule. This activity will be handled by Portage Public Schools or the district's Construction Manager
 - Organization of a pre-installation conference with vendors. This activity will be handled by Portage Public Schools or the district's Construction Manager
- All work product is copyrighted by TowerPinkster and may only be used with specific written consent.
- Limits of Liability - Our liability for any and all claims shall be limited to the compensation amount agreed to in this proposal.

Thank you for the opportunity to present this proposal for your consideration. If it meets your approval, please sign and return one copy to our office within **seven (7)** calendar days from the date of this proposal to honor the terms and conditions contained herein. We appreciate your selection of our TowerPinkster team for your professional design needs and look forward to working with you on this project. Please contact me if you have any questions.

Sincerely,
TowerPinkster



Douglas L. Milburn, AIA, NCARB
Project Manager



Shawn L. Parshall, AIA, NCARB, CDT, CPTED, LEED-AP
Partner, Director of K-12 Education

I hereby authorize Tower Pinkster Titus Associates, Inc. to provide the professional services described above.
This additional service request document will serve as the authorization to proceed from Portage Public Schools
and it will be added to the previously executed Agreement for the project.

Russell Gerbers
Assistant Superintendent of Operations
Portage Public Schools

Date

cc: Bjorn Green, TowerPinkster
Adam Doubblestein, TowerPinkster
marketing@towerpinkster.com

HOURLY RATE SCHEDULE

January 2026

Hourly rates used in computing fees for professional services:

JOB CLASSIFICATIONS	RATES
Partner I	\$ 270
Partner II	235
Principal Manager	205
Assoc. Principal	190
Project Management I	205
Project Management II	190
Senior Professional Staff Level I	190
Senior Professional Staff Level II	175
Professional Staff	155
Senior Technical Staff Level I	165
Technical Staff Level I	145
Technical Staff Level II	120
Technical Staff Level III	90
Support Staff	100

These rates are subject to change at the beginning of each calendar year.

EXHIBIT C – FURNITURE, FURNISHINGS & EQUIPMENT SERVICES

ADDITIONAL SERVICE REQUEST – FURNITURE DESIGN

June 3, 2026

Russell Gerbers
Assistant Superintendent of Operations
Portage Public Schools
8107 Mustang Drive
Portage, MI 49002

Re: Woodland Elementary / Amberly Elementary / Angling Road Elementary | Furniture Design
Additional Service Request 01

Dear Russ,

On behalf of TowerPinkster, we are pleased to present the following additional service request for professional design services to assist you and your team with executing this important effort for the current projects. The following is an understanding of the effort and a description of our services.

I. PROJECT UNDERSTANDING

We understand that Portage Public Schools intends to purchase furniture for new Woodland Elementary, new Amberly Elementary, and new Angling Road Elementary utilizing cooperative purchasing contracts. We will meet directly with your leadership furniture committee members established for Central and Haverhill to date and utilize the already completed pilot evaluation and interviews to incorporate user group input expected for furniture specification. It was determined that Portage Public Schools (PPS) has a desire to purchase furniture of the same types, sizes, manufacturers, and specific product selections established for the furniture packages of new Portage Central and Haverhill Elementaries wherever possible to maintain parity, as well as a consistent contact for any future district warranty, maintenance, or purchases. Spaces that are likely to require additional design consideration for layout and product quantity include:

Woodland:

- Heart, Library, Café, Campfire/Living Room, Upper Heart/Flex, Family Resource/SGR, ES office and ESI Suites, 1st floor flex (when no Y5), ESI support spaces, Nature Court / Outdoor Learning.

Amberly:

- Heart, Library, Café, Campfire/Living Room, Upper Heart/Flex, Family Resource/SGR, ES office and ESI Suites, 1st floor flex (when no Y5), ESI support spaces, Nature Court / Outdoor Learning.

Angling Road:

- Heart, Library, Café, Campfire/Living Room, Upper Heart/Flex, Family Resource/SGR, ES office and ESI Suites, 1st floor flex (when no Y5), ESI support spaces, Nature Court / Outdoor Learning.

We expect that Portage Public Schools will need to issue final purchase orders and deposits for the furnishings at new Woodland Elementary by January/February of 2027 to allow for spring/summer 2027 installation. To accomplish this, we propose a similar schedule to the specification phase at Haverhill/Central elementary. Utilizing 5 monthly meetings, each with an anticipated 3-hour duration, unless noted otherwise. We have also assumed that a gallery walk to share the finish palette and kit of parts selections will be scheduled with the Woodland staff.

New Amberly Elementary is expected to share the same approach and process, with Portage Public Schools issuing final purchase orders and deposits for the furnishings at new Amberly Elementary by January/February 2028 to allow for spring/summer 2028 installation.

New Angling Road Elementary is expected to share the same approach and process, with Portage Public Schools issuing final purchase orders and deposits for the furnishings at new Amberly Elementary by January/February 2029 to allow for spring/summer 2029 installation.

II. SCOPE OF ADDITIONAL SERVICES

TowerPinkster proposes to assist Portage Public Schools by providing the following services:

- Validate any changes to or expiration of purchasing contracts utilized for Central and Haverhill Elementaries.
- Advise on budget estimate for anticipated furniture scope.
- Provide furniture layouts and quantities for unique spaces indicated above.
- Recommend furniture finish selections to maintain consistent performance and design vision in line with the architectural and interior finish aesthetic of the building.
- Develop installation plans and diagrams for initial installation of all furniture.
 - *Refer to Optional Extended Services for revisions to diagrams based on district feedback/work sessions.*
- Coordinate with Owner's representative and Construction Manager to establish furniture installation schedule.
- Facilitate and Coordinate furniture vendor communication to develop proposals and quotations for district purchase.
- Review vendor proposals and provide recommendations to Portage leadership team for purchase.
- Provide contact sheet to Owner, Owner's Representative, and Construction Manager including each furniture vendor's salesperson, project manager, and installation supervisor.

- Coordinate and attend pre-installation conference on site with Construction Manager and Vendors.
- Attend one punchlist per vendor to be led and documented by the vendor; to validate all scope is completed, accurate, and without damage.
- Facilitate communication between vendor and Owner or Owner's representative for implementation of any punchlist items/corrections prior to building occupancy.

We anticipate five (5) design meetings, two [2] School Board presentations, one [1] gallery walk for user groups, and four [4] site visits, as follows:

- Design Meeting One: Specification Phase Kick-off/ Programming Validation
- We will meet directly with your leadership furniture committee members to verify our understanding of the known furniture requirements.
- We will validate the scope installed at Haverhill and Central and identify any areas where a deviation from the previous specifications or design intent would be required. *please note – much like Haverhill, proposed fee reflects assumptions that no deviations are made to the product selections or kit of parts established. Should the design intent or product selections need to deviate, additional fee would be incurred.*
- We will review the intended use and furniture needs for the unique areas identified above that deviate from the previous buildings. These spaces are likely to require modifications to only the layout, quantities, and finishes - but may vary slightly based on the building design aesthetics and community needs expressed during building design.
- Design Meeting Two: Preliminary Design Layouts + Product Types and Layouts for priority unique spaces
 - Furniture plans will be generated for each unique space type to verify spatial requirements and design intent.
 - Preliminary product type recommendations will be made for a portion of the unique spaces.
- *Optional Extended Services: Grade-Level Furniture Education Work Sessions*
 - *Sessions would include similar content to pilot workshop for Central and Haverhill with targets to include understanding of goals, posture types, and specific furniture attributes to support student engagement and agency.*
 - *Sessions would allow each grade-level team to work together with input from designers and district coaches to establish approximate initial installation diagrams to support each team's individual collaboration plan, establishing comfort and reducing anxiety for educators through awareness of product, clear expectations for furniture at move-in, and reduced disruption or frustration as furniture is required to remain static through the duration of any vendor punchlist completions .*
 - *Towerpinkster would document grade-level layouts, check them for accuracy, sightlines, and spatial compliance, and update the design layouts to match each team's desired arrangement.*

- Design Meeting Three: Updated Design Layouts + Product Types and Layouts for remaining unique spaces
 - Final Furniture plans will be generated for each unique space for review and approval.
 - Preliminary product type recommendations will be made for the remaining portion of the unique spaces.
- Design Meeting Four: Product Selection
 - Utilizing the preferred products and manufacturers identified during the pilot, tours, and feedback received through previous discussion and budget validation inquiries, product selections will be recommended for each product type and space for selection and approval.
- Design Meeting Five: Finish Selection
 - Furniture finish selections will be recommended, and physical samples will be presented alongside the relevant building finishes, it is anticipated we will follow design intent/patterns from previous buildings for kit-of-part or repeated spaces, and options as necessary to maintain a consistent design vision in line with the architectural and interior finish aesthetic of the building in unique spaces.
 - Understanding the finish selections will impact the final budget, Towerpinkster will make recommendations that balance the performance, aesthetic, and anticipated budget.
- Educator Gallery Walk: After Issuance of Request for Quotations
 - Development of Learning community and overall Furniture Plan Presentation Boards to share with educators on site at their building. Boards should also include furniture design goals and provide examples of the types of furnishings being provided.
 - Physical Samples of key furniture finishes will be included to demonstrate aesthetic direction.
- School Board Presentation One: After Issuance of Request for Quotations
 - Review for the School Board the process taken, the purchasing method being utilized, the goals, and the key differences in the furnishings/design at Woodland/Amberly.
- School Board Presentation Two: After Receipt and Audit of Quotations
 - Compile quote tabulations and recommendations for the School Board.
 - Attendance at School Board meeting for approval
- Purchasing + Installation Support Site Visits:
 - To include one on-site preinstallation conference.
 - To include one punch list visit per vendor [anticipating 3 vendors].
 - Additionally, as outlined in scope of services above.

Our work will be performed in conformance with those services described this proposal letter and in the American Institute of Architects Document B132 – Agreement Between Owner and Architect, Construction Manager as Adviser that will serve as the base contract between Portage Public Schools and TowerPinkster.

III. PROPOSED SCHEDULE

Our team understands that if the additional service request is acceptable, we will begin working on these services on or about **June 2026 (WOD) / June 2027 (AMB) / June 2028 (AMB)**. The schedule depends on certain factors, including receiving additional information, meeting availability, reviews, and approvals by the Client. The actual schedule will be further validated during the kick-off meeting; however, we anticipate 24 weeks to complete these services.

IV. COMPENSATION

Based on the scope and scale of the project and services outlined on the following pages TowerPinkster will work on a percentage fee of **4.5%** based on the Cost of the Work as defined by Owner's Total FF&E Budget, including all installation, labor, OH&P (for each project). If the final amounts of the project increase by 10% or more, the fee will be adjusted accordingly.

Extended Services:

Furniture Education Sessions: TowerPinkster will work on a time and materials basis at our normal billing rates estimated at \$35,000, plus reimbursable expenses. We estimate approximately 240 hours to complete this work.

Additional Engagements, Tours, Meetings: TowerPinkster will work on a time and materials basis at our normal billing, plus reimbursable expenses.

Hourly rates are attached.

This fee proposal is made with the following assumptions:

1. If the scope changes, compensation will be adjusted accordingly.
2. The effort will commence and conclude per the proposed schedule and work plan extensions and/or expansions will generate a discussion regarding additional required effort and value.
3. We will provide digital .PDF files to the Client for reproduction

Reimbursable expenses are in addition to the compensation for the professional services and include actual expenditures incurred by TowerPinkster in connection with the effort. Expenses will be invoiced using a multiplier of 1.1 to cover the costs of administration. These expenses may include:

1. Transportation in connection with the effort, authorized out-of-town travel, and subsistence.
2. Reproduction, postage, and handling of drawings, specifications, reports, and other presentation and review documents, not including final bid documents.

3. Renderings, marketing materials, models, and mock-ups requested by the Client.

We estimate the cost of TowerPinkster's reimbursable expenses at approximately **\$1,000 (per project)**.

Invoices will be submitted monthly based on the percentage of work completed, and payment is due upon receipt of invoice. A service charge of 1½% per month (18% per year) is applied to accounts unpaid after thirty (30) days from the date of invoice.

V. TERMS & CONDITIONS

The terms and conditions of this additional service request are as follows:

- The terms and conditions of the prime contract are applicable to the service(s).
- TowerPinkster will be provided with information regarding the facility, as requested.
- Services not provided in this proposal:
 - Existing furniture inventory
 - Appliance selections and procurement
 - Fixture, and Equipment selection and procurement
 - Signage design (interior and exterior)
 - Artwork selection and procurement
 - Renderings, animations, or other marketing/presentation materials
- All work products are copyrighted by TowerPinkster and may only be used with specific written consent.
- If the Client suspends the Project or these Services, TowerPinkster shall be compensated for the services performed prior to notice of such suspension.
- If invoices are unpaid after 30 days, then the Client will be liable for all collection costs and expenses, including reasonable attorneys' fees incurred to collect fees.

Thank you for the opportunity to present this additional service request for your consideration. If it meets your approval, please sign and email the executed letter within fourteen (14) calendar days from the date of this additional service request to honor the terms and conditions contained herein. We appreciate your selection of our TowerPinkster team for your professional design needs and look forward to collaborating with you on this effort. Please contact me if you have any questions.

Sincerely,
TowerPinkster



Douglas L. Milburn, AIA, NCARB
Project Manager



Shawn L. Parshall, AIA, NCARB, CDT, CPTED, LEED-AP
Partner, Director of K-12 Education

I hereby authorize Tower Pinkster Titus Associates, Inc. to provide the professional services described above.
This additional service request document will serve as the authorization to proceed from Portage Public Schools
and it will be added to the previously executed Agreement for the project.

Russell Gerbers
Assistant Superintendent of Operations
Portage Public Schools

Date

cc: Bjorn Green, TowerPinkster
Adam Doubblestein, TowerPinkster
marketing@towerpinkster.com

HOURLY RATE SCHEDULE

January 2026

Hourly rates used in computing fees for professional services:

JOB CLASSIFICATIONS	RATES
Partner I	\$ 270
Partner II	235
Principal Manager	205
Assoc. Principal	190
Project Management I	205
Project Management II	190
Senior Professional Staff Level I	190
Senior Professional Staff Level II	175
Professional Staff	155
Senior Technical Staff Level I	165
Technical Staff Level I	145
Technical Staff Level II	120
Technical Staff Level III	90
Support Staff	100

These rates are subject to change at the beginning of each calendar year.

ADDITIONAL SERVICE REQUEST – FURNITURE DESIGN

June 3, 2026

Russell Gerbers
Assistant Superintendent of Operations
Portage Public Schools
8107 Mustang Drive
Portage, MI 49002

Re: Moorsbridge Elementary | Furniture Design
Additional Service Request 01

Dear Russ,

On behalf of TowerPinkster, we are pleased to present the following additional service request for professional design services to assist you and your team with executing this important effort for the current projects. The following is an understanding of the effort and a description of our services.

I. PROJECT UNDERSTANDING

We understand that Portage Public Schools intends to purchase furniture for Moorsbridge Elementary utilizing cooperative purchasing contracts. We will meet directly with your leadership furniture committee members established for Central and Haverhill to date and utilize the already completed pilot evaluation and interviews to incorporate user group input expected for furniture specification. It was determined that Portage Public Schools (PPS) has a desire to purchase furniture of the same types, sizes, manufacturers, and specific product selections established for the furniture packages of new Portage Central and Haverhill Elementaries wherever possible to maintain parity, as well as a consistent contact for any future district warranty, maintenance, or purchases.

We expect that Portage Public Schools will need to issue final purchase orders and deposits for the furnishings at Moorsbridge Elementary by January/February of 2028 to allow for spring/summer 2028 installation. To accomplish this, we propose a similar schedule to the specification phase at Haverhill/Central elementary. Utilizing 5 monthly meetings, each with an anticipated 3-hour duration, unless noted otherwise. We have also assumed that a gallery walk to share the finish palette and kit of parts selections will be scheduled with the Woodland staff.

II. SCOPE OF ADDITIONAL SERVICES

TowerPinkster proposes to assist Portage Public Schools by providing the following services:

- Validate any changes to or expiration of purchasing contracts utilized for Central and Haverhill Elementaries.
- Advise on budget estimate for anticipated furniture scope.
- Provide furniture layouts and quantities for unique spaces indicated above.
- Recommend furniture finish selections to maintain consistent performance and design vision in line with the architectural and interior finish aesthetic of the building.
- Develop installation plans and diagrams for initial installation of all furniture.
 - *Refer to Optional Extended Services for revisions to diagrams based on district feedback/work sessions.*
- Coordinate with Owner's representative and Construction Manager to establish furniture installation schedule.
- Facilitate and Coordinate furniture vendor communication to develop proposals and quotations for district purchase.
- Review vendor proposals and provide recommendations to Portage leadership team for purchase.
- Provide contact sheet to Owner, Owner's Representative, and Construction Manager including each furniture vendor's salesperson, project manager, and installation supervisor.
- Coordinate and attend pre-installation conference on site with Construction Manager and Vendors.
- Attend one punchlist per vendor to be led and documented by the vendor; to validate all scope is completed, accurate, and without damage.
- Facilitate communication between vendor and Owner or Owner's representative for implementation of any punchlist items/corrections prior to building occupancy.

We anticipate five (5) design meetings, two [2] School Board presentations, one [1] gallery walk for user groups, and four [4] site visits, as follows:

- Design Meeting One: Specification Phase Kick-off/ Programming Validation
 - We will meet directly with your leadership furniture committee members to verify our understanding of the known furniture requirements.
 - We will validate the scope installed at Haverhill and Central and identify any areas where a deviation from the previous specifications or design intent would be required. *please note – much like Haverhill, proposed fee reflects assumptions that no deviations are made to the product selections or kit of parts established. Should the design intent or product selections need to deviate, additional fee would be incurred.*
 - We will review the intended use and furniture needs for the unique areas identified above that deviate from the previous buildings. These spaces are likely to require modifications to only the layout, quantities, and finishes - but may vary slightly based on the building design aesthetics and community needs expressed during building design.
- Design Meeting Two: Preliminary Design Layouts + Product Types and Layouts for project spaces

- Furniture plans will be generated for each project space type to verify spatial requirements and design intent.
- *Optional Extended Services: Grade-Level Furniture Education Work Sessions*
 - *Sessions would include similar content to pilot workshop for Central and Haverhill with targets to include understanding of goals, posture types, and specific furniture attributes to support student engagement and agency.*
 - *Sessions would allow each grade-level team to work together with input from designers and district coaches to establish approximate initial installation diagrams to support each team's individual collaboration plan, establishing comfort and reducing anxiety for educators through awareness of product, clear expectations for furniture at move-in, and reduced disruption or frustration as furniture is required to remain static through the duration of any vendor punchlist completions .*
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 - Additionally, as outlined in scope of services above.

Our work will be performed in conformance with those services described this proposal letter and in the American Institute of Architects Document B132 – Agreement Between Owner and Architect, Construction Manager as Adviser that will serve as the base contract between Portage Public Schools and TowerPinkster.

III. PROPOSED SCHEDULE

Our team understands that if the additional service request is acceptable, we will begin working on these services on or about **June 2027**. The schedule depends on certain factors, including receiving additional information, meeting availability, reviews, and approvals by the Client. The actual schedule will be further validated during the kick-off meeting; however, we anticipate 24 weeks to complete these services.

IV. COMPENSATION

Based on the scope and scale of the project and services outlined on the following pages TowerPinkster will work on a percentage fee of **4.5%** based on the Cost of the Work as defined by Owner's Total FF&E Budget, including all installation, labor, OH&P. If the final amounts of the project increase by 10% or more, the fee will be adjusted accordingly.

Extended Services:

Furniture Education Sessions: TowerPinkster will work on a time and materials basis at our normal billing rates estimated at \$35,000, plus reimbursable expenses. We estimate approximately 240 hours to complete this work.

Additional Engagements, Tours, Meetings: TowerPinkster will work on a time and materials basis at our normal billing, plus reimbursable expenses.

Hourly rates are attached.

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- If invoices are unpaid after 30 days, then the Client will be liable for all collection costs and expenses, including reasonable attorneys' fees incurred to collect fees.

Thank you for the opportunity to present this additional service request for your consideration. If it meets your approval, please sign and email the executed letter within fourteen (14) calendar days from the date of this additional service request to honor the terms and conditions contained herein. We appreciate your selection of our TowerPinkster team for your professional design needs and look forward to collaborating with you on this effort. Please contact me if you have any questions.

Sincerely,
TowerPinkster



Douglas L. Milburn, AIA, NCARB
Project Manager



Shawn L. Parshall, AIA, NCARB, CDT, CPTED, LEED-AP
Partner, Director of K-12 Education

I hereby authorize Tower Pinkster Titus Associates, Inc. to provide the professional services described above.
This additional service request document will serve as the authorization to proceed from Portage Public Schools
and it will be added to the previously executed Agreement for the project.

Russell Gerbers
Assistant Superintendent of Operations
Portage Public Schools

Date

cc: Bjorn Green, TowerPinkster
Adam Doubblestein, TowerPinkster
marketing@towerpinkster.com

HOURLY RATE SCHEDULE

January 2026

Hourly rates used in computing fees for professional services:

JOB CLASSIFICATIONS	RATES
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Partner II	235
Principal Manager	205
Assoc. Principal	190
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Senior Professional Staff Level II	175
Professional Staff	155
Senior Technical Staff Level I	165
Technical Staff Level I	145
Technical Staff Level II	120
Technical Staff Level III	90
Support Staff	100

These rates are subject to change at the beginning of each calendar year.

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
PORTAGE CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

IX. Action Items

2. Construction Manager Agreement Amendment #1 (OP 6320)

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education approve, as presented, Amendment #1 to the Construction Management Agreement with Owen-Ames-Kimball (OAK) for continued construction management services associated with the District’s 2021 Bond, 2025 Bond, and Building Site and Sinking Fund projects.



Every student. Every future.

To: Johnny Edwards, Superintendent
From: Russ Gerber, Assistant Superintendent of Operations
Cc: Paula Johnson, Director of Finance
Date: July 15th 2026
Re: Construction Management Agreement Addendum

RECOMMENDATION

I recommend that the Board of Education approve Amendment #1 to the Construction Management Agreement with Owen-Ames-Kimball (OAK) for continued construction management services associated with the District's 2021 Bond, 2025 Bond, and Building Site and Sinking Fund projects.

BACKGROUND INFORMATION

Since the beginning of the 2015 bond program, Owen-Ames-Kimball has proven to be an outstanding partner to Portage Public Schools. Their team has consistently demonstrated strong leadership, effective project management, and a collaborative approach while successfully overseeing multiple complex construction projects. OAK has worked closely with District staff, TowerPinkster, Plante Moran Realpoint, and other project partners to keep projects on schedule, maintain budget expectations, proactively address challenges, and deliver high-quality work. We are very pleased with their performance and value the partnership they have established with the District.

As the District's Owner's Representative, Plante Moran Realpoint has worked collaboratively with Portage Public Schools and Owen-Ames-Kimball to develop Amendment #1 to the existing Construction Management Agreement. This amendment expands the scope of services to include the remaining projects funded through the 2025 Bond, and Building Site and Sinking Fund while updating the agreement to reflect current market conditions and project requirements.

Key revisions included in the amendment are:

- Incorporation of the 2025 Bond and Building Site and Sinking Fund projects into the overall program.
- Addition of the remaining elementary school projects, Community High School, Early Childhood Center, and Administration Building projects.
- Updated construction budgets and anticipated project schedules.
- Administrative updates, including the change in District contact to Russell Gerbers and updated Owner's Representative information.

- Establishment of construction management fees for the 2025 Bond projects and negotiated fees for smaller Sinking Fund projects.
- Updates to hourly billing rates, insurance reimbursement methodology, superintendent staffing rates, reimbursable expense language, and nondiscrimination provisions.

Approval of this amendment will allow Owen-Ames-Kimball to continue providing construction management services throughout the remaining phases of the District's capital improvement program while maintaining the strong partnership that has contributed to the success of our projects to date.

June 23, 2026

Mr. Russ Gerbers, Assistant Superintendent of Operations
Portage Public Schools
8107 Mustang Drive
Portage, MI 49002

RE: Owen Ames Kimball – Construction Manager as Agent (CMa) Contract Amendment #1

Mr. Gerbers:

As your Owner's Representative, Plante Moran Realpoint (PMR) has been pleased to assist Portage Public Schools (PPS) in working with your construction management partner, Owen Ames Kimball (OAK), in developing the enclosed Amendment #1 to their contract for services related to the 2021 and 2025 bond programs. PMR worked with PPS and OAK to develop this amendment to reflect the additional scope of work as well as other revisions due to market changes. This amendment incorporates the following:

1. Incorporates the 2025 Bond and 2024 Sinking Fund into the scope of the program;
2. Adds the remaining elementary projects, as well as Community High, Early Childhood and Administration spaces to the program for the work;
3. Revises the Owner's anticipated budget for construction for the Bond and Sinking Fund projects;
4. Incorporates anticipated schedule dates for each project;
5. Revises Owner contact person from Johnny Edwards to Russel Gerbers; Updates contact information for Owner's Representative;
6. Adds 2025 Bond projects CM fee; establishes negotiated fee for smaller Sinking Fund based projects;
7. Updates hourly rates for staff person(s) who may be chargeable to the work;
8. Revises reimbursement for General Liability Insurance from fixed fee to percentage;
9. Clarifies markup provision for reimbursable expenses;
10. Updates monthly rate for site Superintendent staff (aligned with rates in item #8 above);
11. Adds nondiscrimination language to agreement.

RECOMMENDATION

Plante Moran Realpoint recommends the board approve this contract amendment for Construction Manager as Agent. Our team is available at the District and Board's convenience to answer questions.

Sincerely,

PLANTE MORAN REALPOINT



Doug Phillips
Senior Vice President

Copy: Ron Herron, Chris Mankowski, Plante Moran Realpoint
Tom Stanek, Owen Ames Kimball

Amendment No. 1

TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS ADVISER

THIS FIRST AMENDMENT TO THE C132-2019 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS ADVISOR (the “First Amendment”), made and entered into as of 30th day of June, 2026 is attached to and made part of the Standard Form of Agreement Between Owner and Construction Manager dated July 13, 2022 (the “Agreement”), by and between **Portage Public Schools**, a Michigan general powers school district, organized and operated pursuant to the Michigan Revised School Code, whose address is 8107 Mustang Drive, Portage, Michigan 49002 (hereinafter referred to as “Owner”), and **Owen Ames Kimball Co.**, a Michigan Company, whose address is 161 E Michigan Avenue, Suite 102, Kalamazoo, Michigan 49007 (hereinafter referred to as the “Construction Manager”).

RECITALS

WHEREAS, the Owner and Construction Manager desire to modify the terms and conditions of the Agreement, based on the modifications contained in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. THE FOLLOWING PARAGRAPH WITHIN THE AGREEMENT IS THEREBY AMENDED AND RESTATED IN THEIR ENTIRETY AS FOLLOWS, AS IF THE SAME HAD BEEN ORIGINALLY INCORPORATED THEREIN:

1. the Project:

Portage Public Schools – final construction and improvements described in the relevant application for preliminary qualification of bonds, the ballot language from the August 3, 2021 election, all applicable laws, the approved plans and specifications, the Owner’s fixed budget, and as otherwise approved by the Owner.

In Addition, the Project shall include construction and improvements described in the relevant ballot language from the November 2025 bond election, and the construction and improvements Building and Site Sinking Fund from the August 2024 election.

2. § 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.)

As expressly approved by the Owner in writing after advice and input from the Architect, Construction Manager, and any others deemed appropriate by the Owner, in accordance with the relevant application for preliminary qualification of bonds and in accordance with the Sinking Fund Program. The Project includes, but is not limited to, the following Projects:

Construction of five new elementary schools to replace the five oldest in the District – Central, Haverhill, Amberly, Woodland, and Angling Road; as well as renovations to Moorsbridge Elementary, which was originally constructed in the 1990s, and construction of facilities to serve the Community High School, Early Childhood, Administration, and other programs.

3. **§ 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.)

Total fixed sum for the 2021 Bond Program is One Hundred Thirty One Million Dollars (\$131,000,000);
Total fixed sum for the 2025 Bond Program is One Hundred Million Dollars (\$100,000,000);
Total fixed sum for the 2024 Sinking Fund Program is estimated to be Five Hundred Thousand Dollars (\$500,000) annually.

4. **§ 1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Construction Manager Project Milestone Dates:

1.1.4.1 Design Milestone Dates

Woodland Elementary	Complete
Amberly Elementary	February 2025 - May 2026
Moorsbridge Elementary	May 2026 - December 2026
Angling Road Elementary	March 2026 - December 2026
Early Childhood Center	June 2026 - March 2027
Community High	January 2027 - August 2027
Administration	TBD
Building & Site Sinking Fund	Annually

1.1.4.2 Construction Commencement Date

Woodland Elementary	July 2025
Amberly Elementary	June 2026
Moorsbridge Elementary	June 2027
Angling Road Elementary	April 2027
Early Childhood Center	April 2027
Community High	September 2027
Administration	TBD
Building & Site Sinking Fund	Annually

1.1.4.3 Substantial Completion Dates:

Woodland Elementary	June 2027
Amberly Elementary	June 2028
Moorsbridge Elementary	June 2028
Angling Road Elementary	May 2029
Early Childhood Center	April 2029
Community High	July 2028
Administration	TBD
Building & Site Sinking Fund	Annually

1.1.4.4 Other Milestone Dates:

Haverhill Demolition	Summer 2028
PCEC Demolition	Summer 2029

5. **§ 1.1.9** The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Mr. Russel Gerbers
Assistant Superintendent of Operations
Portage Public Schools
8701 Mustang Drive
Portage, MI 49002

§ 1.1.9.1 OWNER'S REPRESENTATIVE CONSULTANT. Owner has engaged Plante Moran Realpoint, LLC (“PMR”) as an independent Owner’s representative consultant and advisor on the Project. Construction Manager shall keep the Owner and the Owner’s Representative Consultant informed in matters regarding the Project. Unless otherwise provided in this Agreement, Contract Document or specifically authorized by the Owner, the Owner’s Representative Consultant is not authorized to commit the Owner in matters regarding changes in the Work, Construction Schedule, or grant approval on behalf of the Owner. The Owner and/or the Owner’s Designated Representative have the sole right to make decisions in matters regarding the Project.

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

Mr. Doug Phillips
Plante Moran Realpoint, LLC
750 Trade Center Way, Suite 300
Kalamazoo, Michigan 49002
Doug.phillips@plantemoran.com; (269) 567-4625

The Owner, Construction Manager, and PMR acknowledge and agree that the Owner’s representative identified in Section 1.1.9 and the Owner’s Representative Consultant identified in Section 1.1.9.1 are separate and distinct individuals with separate and distinct rights and responsibilities.

6. **§ 11.1.2** For Preconstruction and Construction Phase Services as detailed herein, for the **2021 and 2025 Bond Program**: Two and nine tenths percent (2.90%) of the Cost of the Work as defined in Section 6.1 of the Agreement. This fee will be *inclusive* of all project staff hours with the exception of on-site Project Superintendents and on-site Assistant Project Superintendents.

For Preconstruction and Construction Phase Services as detailed herein, for the **2024 Sinking Fund Program**: Five and one quarter percent (5.25%) of the Cost of the Work as defined in Section 6.1 of the Agreement. This fee will be *inclusive* of all project staff hours with the exception of on-site Project Superintendents and on-site Assistant Project Superintendents.

7. **§ 11.5** The hourly billing rates for Supplemental and Additional Services of the Construction Manager and the Construction Manager's consultants are set forth below:

<u>Employee or Category</u>	<u>Rate/hour*</u>
Project Executive	included in base Fees
Project Manager	(\$145/hr)
Estimator	(\$145/hr)
General Superintendent	(\$145/hr)
Assistant Project Manager	(\$95/hr)
Project Superintendent	(\$115/hr)
Assistant Project Superintendent	(\$95/hr)
Accounting Coordinator	(\$75/hr)
Project Coordinator	(\$75/hr)

*After Jan 1, 2028, billed at the above rate plus 3% compounded annually.

8. **§ 11.6.1.9** Insurance required by this Agreement, including Section 2.8 of the Agreement shall be billed at 0.25% of the Actual Cost of the Work, to be invoiced per Project and in accordance with the Agreement.
9. **§ 11.6.2** For Reimbursable Expenses the compensation shall be the expenses actually incurred by the Construction Manager and the Construction Manager's consultants at cost and without markup.
10. **§ 11.6.4** For each Project, the Construction Manager shall provide a list of anticipated costs for onsite labor and supervision, which shall be incorporated into the Agreement. Costs for onsite labor and supervision shall not exceed the weekly rates below without the Owner's prior written consent. On Site Superintendents shall be billed in accordance with the following schedule:

\$4,600/week per Project Superintendent

\$3,800/week per Assistant Project Superintendent

11. **§ 12.21** The Construction Manager will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, conditions or privilege of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the Agreement.

B. THE AGREEMENT IS HEREBY RATIFIED AND REAFFIRMED AND SHALL CONTINUE IN FULL FORCE AND EFFECT IN ACCORDANCE WITH THE PROVISIONS THEREOF EXCEPT AS MODIFIED BY THIS AMENDMENT. IN THE EVENT OF A CONFLICT BETWEEN THIS AMENDMENT AND THE AGREEMENT, THIS AMENDMENT SHALL CONTROL.

The parties have caused this Amendment To Standard Form of Agreement Between Owner and Construction Manager to be executed as of the Effective Date which is June 30, 2026.

PORTAGE PUBLIC SCHOOLS,

OWEN AMES KIMBALL CO.

(Signature)

(Signature)

Johnny Edwards, Superintendent
(Printed name and title)

Tom Stanek, Director of Kalamazoo Operations
(Printed name and title)

(date)

(date)

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
PORTAGE CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

IX. Action Items

3. New Teacher Appointments (OP 3120)

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education approve the appointment of the following teachers for Portage Public Schools, as presented:

- Jessica Kosticak (**koss-tuh-chack**) – CHS Science Teacher
- Madison McAley (**muh-KAY-lee**) – NHS Science Teacher
- Lucas Gilman – WMS Math Teacher
- Mariah van Wyk (**van-wick**) – ELL Teacher
- Rebecca Roe – NHS Science Teacher
- Abigail Coberly (**KOH-ber-lee**) – School Psychologist
- Kayla Kokotovitch (**kuh-KOH-tuh-vich**) – TWL 2nd Grade Teacher
- Rachel Boyer – LCE 2nd Grade Teacher
- Abigail Cotter – MBE 4th Grade Teacher
- Lauren Doyle – CMS ESI Teacher
- Madison Hill – TWL 4th Grade Teacher
- Gretchen Knowlton – ANG Art Teacher
- Alyssa Loucks (**low-ks**) – NHS English Teacher
- Mathew Musialczyk (**myoo-ZHYAL-chik**) – NMS Science Teacher
- Lyvia Osterstock – CHS Social Studies Teacher
- Lauren Smith – WMS Spanish Teacher
- Beth Yozzo (**YAH-zoh**) – LCE ESI Teacher
- Katelyn Vemich (**vem-itch**)- SLP

Jennifer Meisterheim, SHRM-CP
Director of Human Resources
Phone: 269.323.5157
jmeisterheim@portageps.org

To: Board of Education
From: Jennifer L. Meisterheim, SHRM-CP
Date: July 20, 2026
Re: Teacher Appointment Recommendation

RECOMMENDATION:

It is recommended that the Board of Education approve the appointment of the following teachers for Portage Public Schools for the 2026-27 School Year:

Jessica Kosticak– (CHS Science Teacher) – Jessica comes to PPS from Kalamazoo Public Schools and has a Bachelor and Master’s degree from University of Michigan.

Madison McAley– (NHS Science Teacher) – Madison comes to PPS from Lapeer Community Schools and has a Bachelor and Master’s degree from Western Michigan University.

Lucas Gilman– (WMS Math Teacher) – Lucas comes to PPS from Vicksburg Community Schools and has a Bachelor’s degree from Western Michigan University.

Mariah van Wyk– (ELL Teacher) – Mariah comes to PPS from Kalamazoo Public Schools and has a Bachelor and Master’s degree from Western Michigan University.

Rebecca Roe– (NHS Science Teacher) – Rebecca comes to PPS from Kreyco Inc. in Benton Harbor where she was an ESL Teacher and has a Bachelor’s degree from GVSU and a Master’s degree from Moreland University.

Abigail Coberly– (School Psychologist) – Abigail comes to PPS from Ionia County Intermediate School District and has a Bachelor’s and Master’s degree from Grand Valley State University.

Kayla Kokotovich– (TWL 2nd Grade Teacher) –Kayla comes to PPS after completing her student teaching here at TWL and has a Bachelor’s degree Western Michigan University.

Rachel Boyer– (LCE 2nd Grade Teacher) – Rachel comes to PPS from Mattawan Consolidated Schools and has a Bachelor’s degree from Western Michigan University.

Abigail Cotter– (MBE 4th Grade Teacher) – Abigail comes to PPS from Kalamazoo Public Schools and has a Bachelor’s degree from Grand Valley University.

Lauren Doyle– (CMS ESI Teacher) – Lauren comes to PPS after completing a long-term substitute position in our district at Lake Center and has a Bachelor’s degree from Western Michigan University.



Madison Hill– (TWL 4th Grade Teacher) – Madison comes to PPS from Kalamazoo Public Schools and has a Bachelor and Master’s degree from Western Michigan University.

Gretchen Knowlton– (ANG Art Teacher) – Gretchen comes to PPS from Three Rivers Community Schools and has a Bachelor’s degree from Western Michigan University.

Alyssa Loucks– (NHS English Teacher) – Alyssa comes to PPS from Romulus Community Schools and has a Bachelor’s degree from University of Michigan.

Mathew Musialczyk– (NMS Science Teacher) – Mathew comes to PPS from Zoetis and Vicksburg Community Schools and has a Bachelor and Master’s degree from Western Michigan University.

Lyvia Osterstock– (CHS Social Studies Teacher) – Lyvia comes to PPS from Lincoln Public Schools in Nebraska and has a Bachelor degree from University of Nebraska.

Lauren Smith– (WMS Spanish Teacher) – Lauren comes to PPS from Central Middle School in West Melbourne Florida and has a Bachelor’s degree from Grand Valley State University.

Beth Yozzo– (LCE ESI Teacher) – Beth comes to PPS from Kalamazoo Public Schools and has a Bachelor’s degree from Hope College and a Master’s degree from Walden University.

Katelyn Vemich– (SLP) – Katelyn comes to PPS from Calhoun Intermediate School District and has a Bachelor and Master’s degree from Michigan State University.

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
PORTAGE CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

IX. Action Items

4. Administrative Contract Extensions (EL 2.5)

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education authorize the Superintendent to issue Administrator contract extensions, not to extend beyond June 30, 2028, and with additional compensation in the aggregate, as approved by the Board as part of the initial 2026-2027 budget for the following individuals:

- **Sidney Bailey IV - Principal, West Middle School**
- **Alexandra McCullough - Principal, Lake Center Elementary.**

Johnny Edwards
Superintendent
Phone: 269.323.5182
jedwards@portageps.org

To: Board of Education
From: Johnny Edwards, Superintendent
Date: July 20, 2026
Re: Administrative Contract Extensions

RECOMMENDATION:

It is recommended that the Board of Education authorize the Superintendent to issue Administrator contract extensions, not to extend beyond June 30, 2028, and with additional compensation in the aggregate, as approved by the Board as part of the initial 2026-2027 budget for the following individuals:

- Sidney Bailey IV - Principal, West Middle School
- Alexandra McCullough - Principal, Lake Center Elementary.

BACKGROUND:

At the Board's June 29, 2026 meeting, the Board approved administrative contract extensions.

Due to an inadvertent omission from the recommendation, Sidney Bailey IV and Alexandra McCullough were not included. Approval of this recommendation will correct that omission by extending their contracts under the same terms approved for the other administrative staff.

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
PORTAGE CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

IX. Action Items

5. Approve Superintendent Evaluation & Public Statement (GP 3.12)

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education approve a rating of effective for Superintendent Johnny Edwards based on the results of his annual evaluation for the 2025-26 school year and approve the public statement regarding this evaluation.

TO: Board of Education
FROM: Randy Van Antwerp
DATE: July 20, 2026
SUBJECT: Superintendent Evaluation

Copy To: Johnny Edwards

RECOMMENDATION

I recommend that the Board of Education approve a rating of Effective for Superintendent Johnny Edwards based on the results of his annual evaluation for the 2025-26 school year.

BACKGROUND

The Board of Education completed its formal evaluation of the Superintendent on June 29, 2026, for the 2025-26 school year in accordance with the Michigan Revised School Code (MCL 380.1249b) and Governance Process Policy 3.12: Superintendent Evaluation. Based on the results of the evaluation instrument and the Board's collective comments, the Superintendent received an overall rating of Effective, the highest rating possible under the evaluation system.

Highlights of Mr. Edward's first year as Superintendent include:

- Completing the 90-day entry plan to identify areas for improvement,
- Opening two new elementary schools – Central Elementary and Haverhill Elementary and using this momentum to train teachers in collaborative, team-based instruction,
- Continuing bond work moving the Woodland community into the former Haverhill facility, continued construction progress on the new Woodland Elementary, design work on the new Angling Elementary, and the groundbreaking for the new Amberly Elementary,
- Passing of the 2025 facilities bond to complete improvement of facilities with a strong passage rate of 63%,
- Engaging in schools with students, in the community, and professionally,
- Establishing the Superintendent-Educator Circle designed to create two-way communication between educators and the Superintendent,
- Partnering with Curriculum Management Associates, Inc. to lead a curriculum management audit,
- Working with AASA, The School Superintendents Association, to evaluate progress on the district's strategic commitments,
- Promoting the District's social media in new and more dynamic ways with results indicating expansion of our digital footprint with Instagram reach and Facebook follower growth, and
- Renewing the County-Wide Special Education Millage with overwhelmingly positive results in all 13 Portage city precincts.

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
PORTAGE CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

IX. Action Items

6. Approve Superintendent Contract Modifications (EL 4.5)

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education approve extending the Superintendent’s Contract of Employment for an additional year to June 30, 2029, and to increase the base salary by 4% consistent with the increase approved previously for the administrative group.

TO: Board of Education
FROM: Randy Van Antwerp
DATE: July 20, 2026
SUBJECT: Superintendent Contract

Copy To: Johnny Edwards

RECOMMENDATION

I recommend that the Board of Education extend the Superintendent's Contract of Employment for an additional year to June 30, 2029, and increase base salary by 4% consistent with the increase approved previously for the administrative group.

BACKGROUND

The recommendations for extension of the employment contract and increase to the base salary are in accordance with the Contract of Employment and accepted practice.

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

X. Discussion Items

1. Policy Updates (BL 0131.1)

Johnny Edwards
Superintendent
Phone: 269.323.5182
jedwards@portageps.org

To: Board of Education
From: Johnny Edwards 
Date: July 15, 2026
Re: Policy Update
CC: Executive Team; Principals and Assistant Principals

The proposed operational policies included in this update has been reviewed by NEOLA's legal counsel to ensure compliance with applicable statutes and further examined by the appropriate district-level administrators and are recommended for adoption by the Board. The policies referenced below are enclosed for your review.

POLICY UPDATES

Policy 5136 – Wireless Communication Devices (WCDs) (Replacement)

This replacement policy reflects the provisions of S.B. 495 (Public Act 1 - 2026) and H.B. 4141 (Public Act 2 - 2026) which were signed by Governor Whitmer on February 10, 2026. The policy is required to be in place for the 2026-27 school year.

This legislation prohibits students from using a wireless communications device on school grounds during instructional time, allows for specific exemptions, and requires a protocol for when and how pupils are permitted to use wireless communications devices during an emergency be included in the District's emergency operations plan.

This replacement policy should be adopted in order to reflect current provisions of state law.

Policy 0100 – Definitions (Revised)

This policy has been revised to update the definition for Personal Communication Devices and add the definition for Wireless Communication Device.

Adoption of this policy is in order to maintain accurate and current definitions.

Enclosures

po5136

Vol. 40, No. 2 - February 2026 Replacement WIRELESS COMMUNICATIONS DEVICES (WCDs)

Replacement Policy - Vol. 40, No. 2

5136 - WIRELESS COMMUNICATIONS DEVICES (WCDs)

Students are prohibited from using a wireless communications device ("WCD") on school grounds during instructional time.

Definitions

A WCD is an electronic device capable of, but not limited to, text messaging, voice communication, entertainment, navigation, accessing the internet, producing audio or video recordings, or sending and receiving photos and videos, or producing email and/or other digital content.

A WCD does not include a basic telephone, which is a device primarily used for voice calling that cannot support third-party applications, except those preinstalled, and does not support access to internet platforms via applications or web browsers.

At the K-5 grade level, instructional time is defined as all time that students are under the supervision of the school which begins upon arrival at school and ending upon departure from school at dismissal.

At the 6-8 grade level, instructional time is defined as the beginning of first period to the end of the last period of the school day.

At the 9-12 grade level, instructional time is defined as the period between the start time and end time of each scheduled class period.

For purposes of this policy, school grounds means a building, playing field, or property used for school purposes to impart instruction to children or used for functions and events sponsored by a school. School grounds does not include a building used primarily for adult education or college extension courses.

The prohibition on WCD use does not apply to the following:

- A. Medically necessary devices.

B. District-owned devices including, but not limited to, school-issued tablets and laptops.

C. Devices designated by the District to be used for instructional purposes.

D. Devices used for special education programming or devices provided as an accommodation to students as required under Section 504 of Title V of the Rehabilitation Act of 1973, 29 U.S.C. 794, or as part of an individualized education plan under Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 to 12165.

E. Lesson-specific academic assignments, at the limited and direct discretion of a classroom teacher.

F. Emergency situations. Use of a WCD under this exemption must not interfere with school emergency protocols or the actions of first responders, and must not endanger students or faculty. A protocol for when and how pupils are permitted to use wireless communications devices during an emergency is included in the District's Emergency Operations Plan (Policy 8402).

[SELECT OPTION A, OPTION B, OR OPTION C - (DRAFTING NOTE: M.C.L. 380.1303a (Public Act 2 of 2026) requires the policy to include enforcement language, but does not specify what that language must say. The following is optional language for the district to consider.)]

**[] [OPTION A]
Enforcement:**

Students who violate this policy by using a WCD on school grounds during instructional time will be subject to discipline in accordance with the Student Code of Conduct.

**[END OF OPTION A]
[] [OPTION B]**

-

Students who violate this policy by using a WCD on school grounds during instructional time will be subject to the following progressive disciplinary measures:

- A. **First Offense: Verbal warning and confiscation of the device until the end of the school day.**
- B. **Second Offense: Confiscation of the device with parent/guardian notification and required parent/guardian pickup.**

- C. ~~Third Offense: Confiscation of the device, parent/guardian conference, and additional disciplinary action as determined by school administration.~~

~~These enforcement mechanisms are designed to achieve the goals of this policy.~~

~~[END OF OPTION B]~~

~~-~~

~~[] [OPTION - C]~~

~~Enforcement mechanism language as drafted by the District.~~

~~[END OF OPTION C]~~

~~[DRAFTING NOTE: CHOOSE OPTION #1, OPTION #2, OR OPTION #3]~~

~~[] [OPTION #1]~~

~~The use of WCDs that contain built-in cameras (i.e., devices that take still or motion pictures, whether in a digital or other format) is prohibited in () classrooms, () gymnasiums, [END OF OPTIONS] locker rooms, shower facilities, rest/bathrooms () and/or swimming pool [END OF OPTION] :~~

~~[END OF OPTION #1]~~

~~[] [OPTION #2]~~

~~The use of WCDs in () classrooms, () gymnasiums, [END OF OPTIONS] locker rooms, shower facilities, rest/bathrooms () and/or swimming pool [END OF OPTION] is prohibited.~~

~~[END OF OPTION #2] [] [OPTION #3]~~

Use of WCDs with Cameras and Recording Applications:

WCDs, including, but not limited to, those with cameras and microphones that can be used for visual or audio recording, may not be activated or utilized at any time in any school situation where a reasonable expectation of personal privacy exists. These locations and circumstances include, but are not limited to, () classrooms, () gymnasiums, [END OF OPTIONS] locker rooms, shower facilities, rest/bathrooms, and any other areas where students or others may change clothes or be in any stage or degree of disrobing or changing clothes. The Superintendent and building principals are authorized to determine other specific locations and situations where use of a WCD is absolutely prohibited.

~~[END OF OPTION #3]~~

Students shall have no expectation of confidentiality with respect to their use of WCDs on school premises/property.

Students may not use a WCD in any way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed, or intimidated. See Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior.

In particular, students are prohibited from using WCDs to: (1) transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, or political beliefs; and (2) engage in "sexting" - i.e., sending, receiving, sharing, viewing, or possessing pictures, text messages, e-mails or other materials of a sexual nature in electronic or any other form. Violation of these prohibitions shall result in disciplinary action. Furthermore, such actions will be reported to local law enforcement and child services as required by law.

Students are also prohibited from using a WCD to capture, record, and/or transmit test information or any other information in a manner constituting fraud, theft, cheating, or academic dishonesty. Likewise, students are prohibited from using WCDs to receive such information.

A copy of the District's Wireless Communications Devices policy shall be posted on the District's website.

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Legal

M.C.L. 380.1303a (Public Act 2 of 2026)

Book	Policy Manual
Section	00000 Bylaws
Title	DEFINITIONS
Code	po0100
Status	Active
Adopted	September 14, 2015
Last Revised	July 19, 2023

0100 - DEFINITIONS

The bylaws of the Board of Education of this District incorporate quotations from the laws and the administrative code of the State of Michigan. Such quotations may be substantively altered only by appropriate legislative, judicial, or administrative action.

Whenever the following items are used in these bylaws and operational policies, they shall have the meaning set forth below:

Administrative Guideline

A statement, based on policy, usually written, which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation.

Agreement

A collectively negotiated contract with a recognized bargaining unit.

Apps and Services

Apps and services are software (i.e., computer programs) that support the interaction of personal communication devices (as defined in Bylaw 0100) over a network, or client-server applications in which the user interface runs in a web browser. Apps and services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps and services also are used to facilitate communication to, from and among and between, staff, students, and parents, Board members and/or other stakeholders and members of the community.

Board

The Board of Education.

Bylaw

Rule of the Board for its own governance.

Classified or Support Employee

An employee who provides support to the District's program and whose position does not require a professional certificate.

District

The School District.

Due Process

Procedural due process requires prior knowledge (a posted discipline code), notice of offense (accusation), and the opportunity to respond.

Procedural due process may require consideration of statutorily mandated factors, right to counsel and/or confrontation or cross-examination of witnesses, depending upon the situation.

Family Member

"Family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. (See Bylaw 0144.3)

Full Board

Authorized number of voting members entitled to govern the District.

Information Resources

The Board defines Information Resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, web sites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting or retrieving electronic communications.

May

This word is used when an action by the Board or its designee is permitted but not required.

Meeting

Any gathering which is attended by or open to all of the members of the Board, held with the intent on the part of the members of the body present to discuss or act as a unit upon the specific public business of that body.

Parent

The natural or adoptive parents or individuals with a valid power of attorney for the care and custody of the student for purposes other than educational placement. Parent also refers to any individual appointed by the State or court as a legal guardian or custodian for the student. Both parents will have equal access to records and rights regarding the student's education absent a court order restricting such rights. Step-Parents are not included in this definition.

Personal Communication Devices

Personal communication devices ("PCDs") **may** include computers, laptops, tablets, e-readers, **wireless communication devices ("WCDs")**, cellular/mobile phones, smartphones, telephone paging devices (e.g., beepers or pagers), and/or other web-enabled devices of any type.

Policy

A general, written statement by the governing Board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

President

The chief executive officer of the Board of Education. (See Bylaw 0171.1)

Principal

The educational leader and head administrator of one (1) or more District schools or programs, as designated by the Board of Education. The Principal must hold an appropriate school administrator certificate or permit. The Principal is responsible for the supervision of the school or program consistent with Board policy and directives of the Superintendent and may delegate responsibility to subordinates as appropriate.

Professional Staff Member

An employee who implements or supervises one (1) or more aspects of the District's program and whose position requires a professional credential from the State.

Relative

The mother, father, sister, brother, spouse, parent of spouse, child, grandparents, grandchild, or dependent in the immediate household as defined in the negotiated, collectively-bargained agreement.

Secretary

The chief clerk of the Board of Education.

Shall

This word is used when an action by the Board or its designee is required. (The word "will" or "must" also signifies a required action.)

Social Media

Social media are online platforms where users engage one another and/or share information and ideas through text, video, or pictures. Social media consists of any form of online publication or presence that allows interactive communication, including, but not limited to, text messaging, instant messaging, websites, web logs ("blogs"), wikis, online forums (e.g., chat rooms), virtual worlds, and social networks. Examples of social media include, but are not limited to, Facebook, Facebook Messenger, Google Hangouts, X (formerly known as Twitter), LinkedIn, YouTube, Flickr, Instagram, Pinterest, Skype, and FaceTime. Social media does not include sending or receiving e-mail through the use of District-issued e-mail accounts. Apps and web services shall not be considered social media unless they are listed on the District's website as District-approved social media platforms/sites.

Student

A person who is officially enrolled in a school or program of the District.

Superintendent

The chief executive officer of the School District responsible to supervise all programs and staff of the District and to implement Board policy and follow Board directives. Consistent with Board policies and directives, the Superintendent must hold an appropriate school administrator certificate or permit. Consistent with Board policies and directives, the Superintendent may delegate responsibility to subordinates as appropriate.

Technology Resources

The Board defines Technology Resources to include computers, laptops, tablets, e-readers, cellular/mobile telephones, smartphones, web-enabled devices, video and/or audio recording equipment, projectors, software and operating systems that work on any device, copy machines, printers and scanners, information storage devices (including mobile/portable storage devices such as external hard drives, CDs/DVDs, USB thumb drives and memory chips), the computer network, Internet connection, and online educational services and apps.

Treasurer

The chief financial officer of the District.

Vice-President

The Vice-President of the Board of Education.

Voting

A vote at a meeting of the Board of Education. Except to accommodate the absence of any member of the Board due to military duty or for any other purpose permitted by law, Board members must be physically present to have their vote officially recorded in the Board minutes.

Wireless Communication Device ("WCD")

For the purposes of Policy/Administrative Guideline 5136 - Wireless Communication Devices (WCDs), a WCD is an electronic device capable of, but not limited to, text messaging, voice communication, entertainment, navigation, accessing the internet, sending and receiving photos and videos, or producing email. A WCD does not include a basic telephone, which is a device primarily used for voice calling that cannot support third-party applications, except those preinstalled, and does not support access to internet platforms via applications or web browsers.

Citations to Michigan Compiled Laws (M.C.L.) are shown as M.C.L. followed by the Section Number (e.g., M.C.L. 380.1438). Citations to the Michigan Administrative Code are prefaced A.C. Rule (e.g., A.C. Rule R380.221). Citations to the Federal Register are noted as FR, to the Code of Federal Regulations as C.F.R., and to the United States Code as U.S.C.

~~Revised 1/9/17~~
~~Revised 11/26/18~~
~~Revised 5/20/19~~
~~Revised 10/25/21~~

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**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

X. Discussion Items

2. MASB 2026 Annual Leadership Conference



2026 RATES & DETAILS

Lansing Center | Lansing, Michigan | Oct. 15 - 18, 2026

REGISTER BY AUG. 21 AND SAVE!



**THURSDAY
PRECONFERENCE**

Separate registration required,
in person only. Breakfast and
lunch included.

**Michigan Council
of School Attorneys
Fall Conference**

8:30 a.m. - 3:30 p.m.



\$249

*Select from other
sessions on page 2*

CONFERENCE REGISTRATION RATES

 **Main Conference** **\$550** 

\$590 after Aug. 21, 2026.

Includes Thursday Welcome Reception, Friday and Saturday
Breakfast, Lunch, General Sessions and Clinic Sessions.

 **Virtual Conference** **\$249** 

Includes access to event mobile app and livestreaming
of Friday and Saturday General Sessions.

 **Friday One-Day Conference** **\$300** 

\$320 after Aug. 21, 2026.

Includes Friday ONLY Breakfast, Lunch, General Sessions
and Clinic Sessions.

 **Saturday One-Day Conference** **\$300** 

\$320 after Aug. 21, 2026.

Includes Saturday ONLY Breakfast, Lunch, General Sessions
and Clinic Sessions.

2026 CBA SCHEDULE

*CBA*s are not included in conference pricing. All classes are \$125 each except for CBA 101, which is \$249. Morning classes include breakfast, afternoon classes include lunch, and full-day registration includes both breakfast and lunch.

THURSDAY

Full-Day CBAs 8:30 a.m. – 3:30 p.m.

- ☐ **CBA 101***
Fundamentals of School Board Service ✓

Morning CBAs 8:30 – 11:30 a.m.

- ☐ **CBA 103***
Basic School Finance
- ☐ **CBA 248**
Building Board Effectiveness: Team Development, Communication and Conflict
- ☐ **NEW! CBA 304**
Empowering Education
- ☐ **CBA 310***
Budget Anatomy and Shortfalls
- ☐ **NEW! CBA 323**
Run the Room
- ☐ **CBA 325**
Leadership: Overcoming Obstacles

Afternoon CBAs 12:30 – 3:30 p.m.

- ☐ **CBA 107***
Labor Relations
- ☐ **CBA 213***
Capital Planning for your District
- ☐ **CBA 227*** ✓
Ethical Challenges
- ☐ **CBA 264**
Shaping Public Opinion
- ☐ **NEW! CBA 270***
Leadership by Consensus: Confidence in Leadership
- ☐ **NEW! CBA 299**
Leading With Purpose: Advanced Leadership for School Board Members

FRI – SAT

Friday CBAs 3:30 – 6:30 p.m.

- ☐ **CBA 102***
Governing Through Policy
- ☐ **CBA 108**
Navigating the Legislative Process
- ☐ **CBA 214*** ✓
Open Meetings Act
- ☐ **CBA 251*** ✓
District Strategic Planning and Goal Setting
- ☐ **CBA 253*** ✓
Board Operating Procedures
- ☐ **CBA 268**
Leadership Styles
- ☐ **CBA 308**
A Guide to Understanding the Legislature
- ☐ **CBA 363**
Leveraging Feedback
- ☐ **CBA 365**
Collaborative Conversations for Effective Decisionmaking

Saturday CBAs 3:30 – 6:30 p.m.

- ☐ **CBA 104***
Basic School Law
- ☐ **CBA 105***
Curriculum and Instruction
- ☐ **CBA 261** ✓
Advocacy for Public Education
- ☐ **CBA 263**
Collecting Feedback
- ☐ **CBA 274**
Board Self-Evaluation for Continuous Improvement
- ☐ **CBA 298***
Professional Learning Communities
- ☐ **CBA 302**
Understanding Assessments
- ☐ **NEW! CBA 305**
Practical Governance: Case Studies in Effective School Board Leadership
- ☐ **CBA 370** 85
Managing a Construction Project

SUNDAY

Morning CBAs 8:30 – 11:30 a.m.

- ☐ **CBA 106***
Community Relations
- ☐ **CBA 109***
Data-Informed Decisionmaking
- ☐ **CBA 215*** ✓
Advanced School Finance
- ☐ **CBA 258***
Conflict Resolution—Techniques for School Boards
- ☐ **CBA 265**
Practical Advocacy
- ☐ **CBA 276***
Board/Superintendent Relations
- ☐ **CBA 330**
Legal Issues In Interscholastic Athletics
- ☐ **CBA 375** ✓
Board Leadership: A Case Study Approach

* Training qualifies for reimbursement by the Michigan Department of Education. School Districts may receive up to \$100 per class per board member.

✓ **GREAT FOR NEWLY ELECTED BOARD MEMBERS**



MASB

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

X. Discussion Items

3. Truck Purchase (OP 6320)

Should the Board opt to move this item to action, the following recommendations are provided:

Motion to move discussion item to action

Motion offered by ____, seconded by ____, that the Board of Education move the truck purchase discussion item to action.

Motion to approve

Motion offered by ____, seconded by ____, that the Board of Education approve the purchase of a new plow truck from Lunghamer Ford in the amount of \$55,983.00, the funds for which will come from the 2024 Building and Site Sinking Fund.

To: Johnny Edwards, Superintendent
From: Russ Gerbers, Assistant Superintendent of Operations
Cc: Paula Johnson, Director of Finance
Date: July 20, 2026
Re: Plow Truck

Recommendation

I recommend that the Board of Education approve the purchase of a new plow truck from Lunghamer Ford in the amount of \$55,983.00. Funding for this purchase will be provided through the 2024 Building and Site Sinking Fund.

Background Information

One of the district's existing plow trucks has reached the end of its useful life and is in need of replacement. The current vehicle is more than 14 years old and, while it has served the District well, it has become increasingly unreliable and requires more frequent and costly repairs to remain operational.

Replacing the trucks is the most fiscally responsible approach, reducing ongoing maintenance expenses while ensuring the district has dependable equipment to support winter operations. A reliable plow truck is essential for maintaining safe access to District facilities by clearing parking lots, driveways, and other paved areas during snow and ice events, helping to ensure the safety of students, staff, and visitors.

Bidding Process

The District solicited bids through the formal competitive bidding process. Four total responses were received, and a copy of the bid tabulation has been included for reference. Lunghamer Ford was the lowest qualified bidder and has confirmed its ability to furnish the vehicle in accordance with all District specifications and requirements.

I am happy to answer any questions the Board may have on this purchase.

District: Portage Public Schools
 Project: Plow Truck for Maintenance
 Project Number: 20476
 Bid Opening Date: 7/14/2026
 Bid Opening Time: 2:00 PM
 Bid Opening Location: Portage Public Schools Administration Building



Bid Response								
Vendor Name	Vendor Location (City, State)	Base Bid Amount	Iran	Familial	Legal Status	Addendum No.	State Registration (If Applicable)	Notes
Viking Cives Great Lakes	Battle Creek, MI	\$59,656.50	Y	Y	Y	N/A	N/A	
Bob Maxey Ford	Detroit, MI	\$57,955.00	Y	Y	Y	N/A	N/A	
Lunghamer Ford	Owosso, MI	\$55,983.00	Y	Y	Y	N/A	N/A	
Tapper Ford	Paw Paw, MI	\$56,715.00	Y	Y	Y	N/A	N/A	
Spirit Ford Inc	Dundee, MI	\$58,752.00	Y	Y	Y	N/A	N/A	

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

X. Discussion Items

4. CHS Long Jump Resurfacing & Track Repairs (OP 6320)

Should the Board opt to move this item to action, the following recommendations are provided:

Motion to move discussion item to action

Motion offered by ____, seconded by ____, that the Board of Education move the CHS long jump resurfacing & track repairs discussion item to action.

Motion to approve

Motion offered by ____, seconded by ____, that the Board of Education approve a contract with Beynon Sports in the amount of \$128,975.00 to resurface the long jump runway and repair various areas of damage on the track, the funding for which will come from the 2019 Building and Site Sinking Fund.

To: Johnny Edwards, Superintendent
From: Russ Gerbers, Assistant Superintendent of Operations
Cc: Paula Johnson, Director of Finance
Date: Jul 15, 2026
Re: Resurface CHS Long Jump Runway

Recommendation

I recommend that the Board of Education approve a contract with Beynon in the amount of \$128,975 to resurface the long jump runway and repair various areas of damage on the track. Funding for this project will be provided through the 2019 Building and Site Sinking Fund.

Background Information

The district recently identified significant delamination of the polyurethane surface from the underlying concrete base along the long jump runway. This separation has caused portions of the running surface to lose adhesion to the concrete, resulting in uneven areas and localized lifting that present safety concerns for student-athletes.

The condition has progressively worsened due to normal weather exposure and regular use. Although temporary repairs have been made where feasible, they are no longer sufficient to provide a safe and consistent competition surface.

In addition to resurfacing the long jump runway, this project will address several areas of the track that have experienced normal wear and tear, allowing the district to complete all necessary repairs at the same time.

Portage Central High School

Date: June 19, 2026

Project: Portage Central High School

Re: Running Track Repairs

Beynon Sports Surfaces, Inc. ("Beynon Sports") is pleased to provide you with this *budget* proposal to furnish and install the below-referenced track and field surfacing system over an acceptable receiving surface (existing or by others) including material, labor and freight in accordance with the manufacturer's specifications.

Track Oval Repairs **\$11,975.00**

- Repairs to two spots on the oval due to bleachers.
- Repair one bubble in the oval.

ADD Alt 1 – New BSS 300 on Runway **ADD \$117,000.00**

- Remove existing track surfacing and replace with new BSS 300 in Beynon Red with an embedded finish.

ADD Alt 1 – New BSS 1000 on Runway **ADD \$130,000.00**

- Remove existing track surfacing and replace with new BSS 1000 in Beynon Red with an embedded finish.

This proposal includes:

- Installation of surfacing per manufacturer's (Beynon Sports) specifications.
- Single mobilization.
- All lane lines per NFHS rules and regulations.
- Prevailing wage rates.
- 2026 installation.
- Sales Tax.
- ***This proposal is valid for 30 days.***

This proposal excludes:

- Bonds or permits.
- In-ground and field event equipment.
- Protection of surface after completion.
- Logos, lettering, and training marks.
- Design and construction documents.
- Moisture Mitigation to any concrete areas receiving surfacing.

Thank you again for your interest in Beynon Sports. Please do not hesitate to contact me at 614-402-2518 if you have any questions. We look forward to working with you on this and future projects.

Best regards,
Bill Moffitt
Midwest Sales Manager



**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
PORTAGE CENTRAL HIGH SCHOOL, ROOM #1136
JULY 20, 2026, 6:30 P.M.**

Note Page

XI. Closed Session

1. Discuss Collective Bargaining Strategy (OMA)

Recommended Motion:

Motion offered by _____, seconded by _____, that the Board of Education move into closed session to discuss collective bargaining strategy as allowed under the Open Meetings Act 15.268, Section 8(c).

ROLL CALL VOTE.