Union City Community Schools

"Educating and Preparing Each Child for Their Future"

Union City, Michigan 49094 / Superintendent's Office (517) 741-3300 – Fax (517) 741-5205

Board of Education Agenda

Monthly Board Meeting	High School Media Center
Monday, November 17, 2025	6:30 PM

I. Call To Order

   a. Pledge of Allegiance
   b. Opening Statement

      Welcome to the Union City Community Schools Board meeting. Our meeting agenda is available for you to follow. The expectation for our board meeting is to follow this agenda closely. We operate under the Open Meetings Act and utilize Roberts Rule of Order to govern our discussion and decision-making process. There is an opportunity for public comment during our set agenda. We welcome the public to express their opinions during this time of our agenda. If there are questions about the agenda or the board meeting process, please seek out one of the Board members for clarification.

II. Addition or Deletion of Items to the Agenda

III. Consent Agenda

   a. Approval of Minutes
      1. Regular 10/20/25
      2. Closed Meeting 10/20/25
      3. Workshop 11/3/25

IV. Correspondence

V. Comments From the Audience on Agenda Items

   a. Public Comments Statement

      This is the section of the meeting in which the public may make comments or share their opinions about items on the agenda. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.

VI. Audit Presentation

Sara Leson, Business Manager, will present the final audit information for 2024 - 2025

VII. Action Items

   a. Financials

      Board Action is required to approve the financials for the month ending October 31, 2025.

   b. Ratifying Resolution

      The Board of Education ratifies and affirms the offer of the Purchaser as set forth in its bid of the 2025 School Building and Site Bonds Series 1 in the amount of $2,450,000 dated November 20, 2025.

   c. Policy Updates

      Thrun has provided three updates since our adoption of their policies. These updates ensure we are in compliance with several changes in law or solidify issues they have seen elsewhere.

   d. 31aa Funds

      Pass a resolution to opt out of 31aa Funds

VIII. Discussion Items

a. Construction Project Update

Chris Katz will present updates on the construction project.

IX. Information Items

a. CASB 2025 - 2026 Award Nomination Information

b. New Hire

Laney Counterman has been hired for the open position of elementary building secretary. Laney will start this position on December 1.

c. Over 50-Mile Field Trip

1. Holocaust Memorial, Farmington Hills - 8th Grade English, 3-6-2026

X. Public Comment

a. Public Comments Statement

This is the section of the meeting in which the public may make comments or share their opinions about Union City Community Schools. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.

XI. Board Roundtable

XII. Adjournment

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda items five (V) and ten (X).

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting or hearing, please contact, Kelly AcMoody at 517-741-8091 at least one week prior to the meeting or as soon as possible.

Monthly Board Meeting
Monday, October 20, 2025 6:30 PM Eastern

High School Media Center
430 St. Joseph Street
Union City, MI 49094

Call To Order
President Amber Herman called the meeting to order at 6:30 pm.

Jennifer Gautsche:	Present
Amber Herman:	Present
Darin LaBar:	Present
Jeremy Steele:	Present
Archie Mears:	Present
Paul Arlt:	Absent
Andrew Yockey	Present

Pledge of Allegiance

Opening Statement

Addition or Deletion of Items to the Agenda

The Board of Education approves moving Action Item VI.e Policy Updates to Discussion Item VIIe. This motion, made by Darin LaBar and seconded by Jeremy Steele, Carried.
Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Jeremy Steele: Yea, Andrew Yockey: Yea
Yea: 6 Nay: 0

Consent Agenda

Approval of Minutes

Regular Meeting 9/15/25
Closed Meeting 9/15/25
Workshop 9/29/25

Middle School Youth In Government

Correspondence - None

Comments From the Audience on Agenda Items - None

Public Comments Statement

Action Items

Closed Session

The Board of Education adjourns to closed session for the purpose of discussing Student Discipline per Section 8(b) of the Open Meetings Act. This motion, made by Darin LaBar and seconded by Jeremy Steele, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Jeremy Steele: Yea, Andrew Yockey: Yea
Yea: 6 Nay: 0

Amber Herman adjourned to closed session at 6:33 pm.

The Board of Education comes back into open session. This motion, made by Darin LaBar and seconded by Andrew Yockey, Carried.
Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Jeremy Steele: Yea, Andrew Yockey: Yea
Yea: 6 Nay: 0
Amber Herman called the meeting back to order at 6:39 pm.

Student Reintegration Plan

The Board of Education approves the student reintegration plan as presented. This motion, made by Darin LaBar and seconded by Jeremy Steele, Carried.
Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Jeremy Steele: Yea, Andrew Yockey: Yea
Yea: 6 Nay: 0

Financials

The Board of Education approves the financials for the month ending September 30, 2025. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.
Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Jeremy Steele: Yea, Andrew Yockey: Yea
Yea: 6 Nay: 0

PowerSchool Litigation Resolution and Contract

The Board of Education approves joining the lawsuit against PowerSchool. And, approves entering into an attorney-client fee contract with Frantz Law Group, APLC as presented. This motion, made by Jeremy Steele and seconded by Andrew Yockey, Carried.
Jeremy Steele: Yea, Darin LaBar: Nay, Andrew Yockey: Yea, Jennifer Gautsche: Yea, Archie Mears: Nay, Amber Herman: Yea
Yea: 4 Nay: 2

Graduation Credit Requirements

The Board of Education approves the change in graduation requirements as stated in Policy 5409 from 23 credits to 22 credits. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.
Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Jeremy Steele: Yea, Andrew Yockey: Yea
Yea: 6 Nay: 0

Rotary Maple Tree Project

The Board of Education approves the Union City Rotary to plant maple trees on the newly purchased property located behind the middle school and eventually tap them for maple syrup. This motion, made by Andrew Yockey and seconded by Jeremy Steele, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Jeremy Steele: Yea, Andrew Yockey: Yea
Yea: 6 Nay: 0

Discussion Items

Construction Update
Superintendent McKerr updated the board on the construction project.

Farm Bureau Food Club
Superintendent McKerr informed the board about working with Farm Bureau in bringing a food club to our schools.

Esports Team
Superintendent McKerr is looking into if it would be feasible to start an eSports program at the high school.

Strategic Action Plan
The board will schedule a workshop in January or February to start discussing a Strategic Action Plan.

Policy Updates
The Board has set Monday, November 3 at 6:30 am. for a workshop to discuss the Thrun policy updates.

Information Items

Field Trips

Bus Driver Hiring

Public Comment – Tate Goodwin

Public Comments Statement

Board Roundtable
Darin LaBar

Adjournment
The Board of Education adjourns the meeting. This motion, made by Archie Mears and seconded by Darin LaBar, Carried.
Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Jeremy Steele: Yea, Andrew Yockey: Yea
Yea: 6 Nay: 0
Amber Herman adjourned the meeting at 7:20 pm.

Jennifer Gautsche
Secretary

Kelly AcMoody
Recording Secretary

Board Workshop
Monday, November 3, 2025 6:30 AM Eastern

High School Media Center
430 St. Joseph Street
Union City, MI 49094

Call To Order
President Amber Herman called the meeting to order at 6:30 a.m. (No quorum present)

Jennifer Gautsche:	Absent
Amber Herman:	Present
Darin LaBar:	Present
Jeremy Steele:	Absent
Archie Mears:	Present
Paul Arlt:	Absent
Andrew Yockey	Absent

Pledge of Allegiance

Opening Statement

Addition or Deletion of Items to the Agenda - None

Comments From the Audience - None

Public Comments Statement

Discussion Item

Thrun Policy Updates
Board members present discussed the policy updates. This will be an action item at the November regular meeting.

Adjournment
President Amber Herman adjourned the workshop at 8 a.m.

Kelly AcMoody
Recording Secretary

Union City Community Schools

Financial Report
With Supplemental Information

Year Ended June 30, 2025

Union City Community Schools

Contents

Independent Auditors' Report ..... i - iii

Management's Discussion and Analysis ..... iv-x

Basic Financial Statements

District-Wide Financial Statements:
- Statement of Net Position 1
- Statement of Activities 2

Fund Financial Statements:
- Governmental Funds:
  - Balance Sheet 3
  - Reconciliation of Fund Balances on the Balance Sheet of Governmental Funds to Net Position of Governmental Activities on the Statement of Net Position 4
  - Statement of Revenues, Expenditures, and Changes in Fund Balances 5
  - Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities 6

Notes to Financial Statements 7-27

Required Supplementary Information

Budgetary Comparison Schedule - General Fund 28
Schedule of the District's Proportionate Share of the Net Pension Liability of the MPSERS Plan 29
Schedule of the District's Pension Contributions to the MPSERS Plan 30
Schedule of the District's Proportionate Share of the Net OPEB Asset/Liability of the MPSERS Plan 31
Schedule of the District's OPEB Contributions to the MPSERS Plan 32
Notes to Required Supplementary Information Pension and OPEB Schedules 33

Other Supplementary Information

Combining Balance Sheet – Nonmajor Governmental Funds 34
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds 35

Federal Awards Supplementary Information ..... Issued Under Separate Cover

WILLIS & JURASEK
CPAs AND CONSULTANTS

Independent Auditors' Report

Board of Education
Union City Community Schools
Union City, Michigan

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Union City Community Schools, as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise Union City Community Schools' basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Union City Community Schools, as of June 30, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Union City Community Schools, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Union City Community Schools' ability to continue as a going concern for twelve months beyond the financial statements date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Union City Community Schools' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Union City Community Schools' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and certain pension and OPEB information as identified in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Union City Community Schools' basic financial statements. The combining nonmajor fund financial statements are presented for the purposes of additional analysis and are not a required part of the basic financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report (under separate cover) dated September 29, 2025, on our consideration of Union City Community Schools' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Union City Community Schools' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Union City Community Schools' internal control over financial reporting and compliance.

Sincerely,

Willis & Jurasek, P.C.

Willis & Jurasek, P.C.

September 29, 2025

As Administration of Union City Community Schools, County of Calhoun, State of Michigan, we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended June 30, 2025.

Financial Highlights

- The District's total net position increased by $2,462,364.
- As of the close of the current fiscal year, the District's aggregated fund balance for the District's governmental funds was $2,501,441.
- The General Fund had a net change in fund balance of $(276,428). At the end of the year, the total fund balance for the General Fund was $1,718,759 or 12% of the total General Fund expenditures.

Using this Annual Report

This annual report consists of a series of financial statements and notes to those statements. The statements are organized so the reader can understand the District financially as a whole. The District-Wide Financial Statements provide information about the activities of the whole School District, presenting both an aggregate view of the School District's finances and a longer-term view of those finances. The financial statements then proceed to provide an increasingly detailed look at specific financial activities included in the fund financial statements. For governmental activities, these statements tell how services were financed in the short-term as well as what remains for future spending. The fund financial statements provide information about the School District's most significant fund – the General Fund, as well as the District's other major fund, the Building & Site Fund, and totals for the District's nonmajor funds.

Reporting the District as a Whole

The Statement of Net Position and Statement of Activities – One of the most important questions asked about the District's finances is, "Is the District better off or worse off as a result of the year's activities?" The statement of net position and the statement of activities, which appear first in the School District's financial statements, report information about the District as a whole and about its activities in a manner that helps to answer this question. These statements include all assets, liabilities, deferred outflows, and deferred inflows of the District using the accrual basis of accounting, which is similar to the accounting used by private-sector corporations.

The statement of net position and statement of activities report the governmental activities for the District. These services include instruction, support services, community services, athletics, food services, and transfers to other local districts. Property taxes, intergovernmental revenues, (unrestricted and restricted State Aid), and charges for services finance most of these activities. All of the current year's revenues and expenses for these services are taken into consideration regardless of when cash is received or paid.

The statement of net position reports the District's net position, the difference between assets and deferred outflows, and liabilities and deferred inflows. The statement of activities reports the District's change in net position, the revenues less expenses for the fiscal year, either as an increase or a decrease, or in other words, the operating results for the year. However, the School District's goal is to provide services to its students, not to generate profits, as private-sector corporations do.

These two statements report the District's net position and changes in net position. The change in net position provides the reader a tool to assist in determining whether the District's financial health is improving or deteriorating. The reader will need to consider other non-financial factors such as the property tax base, political conditions at the State Capitol, student enrollment growth or shrinkage, birth rates, and facility conditions in arriving at their conclusion regarding the overall health of the District.

The district-wide financial statements can be found on pages 1-2 of this report.

Reporting the District's Most Significant Funds

Fund Financial Statements – The fund financial statements provide detailed information about the most significant funds – not the District as a whole. The fund statements are formatted to comply with the legal requirements of the Michigan Department of Education's *Accounting Manual.*

Governmental Funds – Most of the District's activities are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end available for spending in future periods. These funds are reported using an accounting method called modified accrual accounting, which measures cash and other financial assets that can readily be converted to cash. In the fund financial statements, capital assets purchased by cash are reported as expenditures in the year of acquisition and thus, no capital assets are reported. The issuance of debt is recorded as a financial resource. The current year's payments of principal and interest on long-term obligations are recorded as expenditures. Future years' debt obligations are not recorded.

The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or less financial resources available to spend in the near future to finance the District's programs. The relationship (or differences) between governmental activities (reported in the statement of net position and the statement of activities) and governmental funds is reconciled in the basic financial statements.

The basic governmental fund financial statements can be found on pages 3 and 5 of this report.

Additional Information – The notes to financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to financial statements can be found on pages 7-27 of this report.

Government-Wide Financial Analysis

The government-wide financial analysis focuses on the net position and changes in net position of the District's governmental activities. As noted earlier, net position may serve over time as a useful indicator of a government's financial position.

The following is a summary of the School District's net position as of June 30, 2025 and 2024:

	Governmental Activities	
	2025	**2024**
Assets:		
Current assets	$ 8,958,899	$ 5,148,281
Non-current assets	17,066,474	14,867,485
Total assets	26,025,373	20,015,766
Deferred Outflows of Resources	6,343,644	8,866,484
Liabilities:		
Current liabilities	6,525,158	2,200,919
Non-current liabilities	17,178,750	22,763,261
Total liabilities	23,703,908	24,964,180
Deferred Inflows of Resources	8,681,100	6,396,425
Net Position:		
Invested in capital assets - net of related debt	12,986,529	12,708,323
Restricted	3,494,303	1,383,100
Unrestricted	(16,496,823)	(16,569,778)
Total net position	$ (15,991)	$ (2,478,355)

The above analysis focuses on the net position. The change in net position of the School District's governmental activities is discussed below. The net position differs from fund balances and a reconciliation appears on page 4.

By far the largest portion of the District's positive net position reflects its investment in capital assets (i.e. land, buildings, vehicles, and equipment) less any related debt used to acquire those assets that is still outstanding. The District uses these capital assets to provide services to students; consequently, these assets are not available for future spending. Although the District's investment in its capital assets is reported net of related debt, it should be noted that the resources to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Typically, one portion of the District's net position, the *restricted* portion, represents resources that are subject to external restrictions on how they may be used. In the case of the School District, these included amounts restricted for student activities, capital projects, and debt service. The *unrestricted* balance of $(16,496,823), which is a *negative* net position, is negative as a result of the pension and OPEB liabilities. The pension and OPEB liabilities at fiscal year-end are expected to be reduced to $0 over a declining period ending September 30, 2038.

The results of this year's operations for the School District as a whole are reported in the Statement of Activities which shows the change in net position for fiscal year 2025.

The following is a summary of the changes in net position for the years ended June 30, 2025 and 2024:

	Governmental Activities	
	2025	**2024**
Revenues:		
Program revenues:		
Charges for services	$ 170,037	$ 307,613
Operating grants	5,956,091	5,729,858
General revenues:		
Property taxes	1,946,283	1,521,045
Grants and state aid	7,576,807	7,709,568
Other	395,341	530,312
Total revenues	16,044,559	15,798,396
Functions/Program Expenses:		
Instruction	7,201,966	7,308,839
Support services	3,843,957	3,047,398
Athletics	635,384	702,166
Food service activities	176,842	110,471
Student activities	582,916	564,898
Community service	4,444	5,715
Interest	64,093	77,443
Capital outlay	155,375	576,020
Depreciation/amortization (unallocated)	917,218	792,310
Total expenses	13,582,195	13,185,260
Increase (decrease) in net position	2,462,364	2,613,136
Net position beginning of year	(2,478,355)	(5,091,491)
Ending net position	$ (15,991)	$ (2,478,355)

The District's net position increased by $2,462,364 during the current fiscal year. The increase in net position differs from the change in fund balance and a reconciliation appears on page 6.

The net cost shows the financial burden that was placed on the State and the School District's taxpayers by each of these functions. Since property taxes for operations and unrestricted State Aid constitute the vast majority of the School District's operating revenue sources, the Board of Education and Administration must annually evaluate the needs of the School District and balance those needs with State-prescribed available unrestricted resources.

General Fund Budgeting and Operating Highlights

The School District's budgets are prepared according to Michigan Law. The most significant budgeted funds are the General Fund and the nonmajor governmental fund for Food Service.

During the fiscal year ended June 30, 2025, the School District amended the budgets of these governmental funds two times. State law requires that the budget be amended to ensure that expenditures do not exceed appropriations. A schedule showing the School District's General Fund original and final budget amounts compared with amounts actually paid and received is provided in required supplemental information of these financial statements.

The General Fund actual revenue and other financing sources were $13,786,824. That amount is above the amended budget estimate of $13,510,959. The $275,865 variance (2%), considered immaterial by management, can be attributed to state and federal revenue sources.

The actual expenditures and other financing uses of the General Fund were $14,063,252, which is above the amended budget estimate of $13,693,503. The $(369,749) variance (2.5%) is attributed to an adjustment for a grant-funded position, additional costs in benefits, an increase in supply costs across the board, and an increase in officials.

The General Fund had total revenue and other financing sources of $13,786,824 and total expenditures of $14,063,252 with a net change in fund balance of $(276,428) and an ending fund balance of $1,718,759. The District continues to educate employees on budget and purchasing practices to get the most for our limited budget.

Capital Asset and Debt Administration

Capital Assets – At the end of the fiscal year 2025, the School District had $25,285,835 invested in land and buildings, furniture and equipment, vehicles and buses, construction in progress, and right-to-use assets. Of this amount, $10,943,332 in depreciation/amortization has been taken over the years. We currently have a net book value of $14,342,503.

	Governmental Activities	
	2025	2024
Land	$ 46,815	$ 41,355
Construction in progress	-	2,094,399
Buildings and improvements	21,755,318	19,208,137
Furniture and equipment	2,184,084	1,887,876
Buses and other vehicles	1,205,054	1,205,054
SBITAs	94,564	94,564
Total capital assets	25,285,835	24,531,385
Less accumulated depreciation	10,943,332	10,026,114
Net capital assets	$ 14,342,503	$ 14,505,271

The District continues to use sinking fund money to make improvements throughout the District. Some of the FY25 improvements included finishing the stadium bleacher project and HVAC updates in the middle school. Major purchases for the year included food service program purchases, and a new scoreboard for the softball field.

Long-Term Debt – At June 30, 2025, the District had total long-term debt outstanding of $1,576,974.

	Governmental Activities	
	2025	2024
Notes payable	$ 35,974	$ 71,949
Bonds payable	1,320,000	1,725,000
Compensated absences	221,000	178,000
Total	$ 1,576,974	$ 1,974,949

The District's total long-term notes payable decreased by payments of $440,975 and the estimate of compensated absences payable increased by $43,000.

State statutes limit the amount of general obligation debt that a school district may issue to 15 percent of its total assessed valuation (State Equalized Value). The current outstanding general obligation debt for Union City Community Schools is significantly below the current debt limitation. Additional information on the District's long-term debt can be found in Note 8 starting on page 17 of this report.

The District also has long-term pension and OPEB assets/liabilities, netted with related deferred inflows and deferred outflows of resources, of approximately $15,000,000 and $(180,000), respectively. These liabilities are being amortized over a declining period ending September 30, 2038. See Note 10 for further information.

Economic Factors and Next Year's Budgets and Rates

On March 15, 1994, the electors of the State of Michigan approved a ballot proposition to amend the State Constitution of 1963, in part, to increase the State sales tax from 4% to 6% as part of a complex plan to restructure the source of funding of public education (K-12) in order to reduce reliance on local property taxes for school operating purposes and to equalize the per pupil finance resource disparities among school districts. The State Aid package passed by the Legislature as part of the school finance reform legislation instituted a per pupil foundation guarantee beginning in fiscal year 1994-1995. The foundation guarantee consists of the locally raised property taxes plus State Aid. The source of revenues for the State's contribution to the foundation allowance is derived from a mix of taxing sources, including but not limited to six mills on PRE (Principal Residence Exemption) property, a State sales and use tax, a real estate transfer tax and a cigarette tax.

The following factors were considered in preparing the District's budgets for the 2025-2026 fiscal year:

- Foundation allowance of $10,000 per pupil (increase of $400 per pupil-mid level amount between legislators and Governor budgets)
- Decrease in student enrollment
- Pay increases for employees (excluding individual contracts)
- Added Athletic Trainer

The State K-12 School budget has not been officially signed at this time. Budget amendments will be made throughout the 2025-2026 school year to reflect the State approved budget as well as for any other necessary changes.

Requests for Information

This financial report is designed to provide a general overview of the Union City Community Schools' finances for all those with an interest in the District's finances. Questions concerning any of this information provided in this report or requests for additional information should be addressed to:

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Union City Community Schools

Statement of Net Position

June 30, 2025

	Governmental Activities
Assets:	
Cash and investments	$ 6,531,005
Receivables	2,378,144
Inventories	17,350
Prepaid expenses	32,400
Net OPEB asset	2,723,971
Capital assets:	
Cost of capital assets	25,285,835
Less: accumulated depreciation/amortization	(10,943,332)
Net capital assets	14,342,503
Total assets	26,025,373
Deferred Outflows of Resources:	
Pension related	5,371,711
OPEB related	971,933
Total deferred outflows of resources	6,343,644
Liabilities:	
Accounts payable and accrued expenses	1,181,368
State aid anticipation notes	142,857
Unearned revenue	5,200,933
Long-term liabilities:	
Due within one year:	
Bonds and notes payable	455,974
Accrued interest	8,607
Compensated absences	22,000
Due in more than one year:	
Bonds and notes payable	900,000
Compensated absences	199,000
Net pension liability	15,593,169
Total liabilities	23,703,908
Deferred Inflows of Resources:	
Pension related	5,163,910
OPEB related	3,517,190
Total deferred inflows of resources	8,681,100
Net Position:	
Invested in capital assets, net of related debt	12,986,529
Restricted for:	
Capital projects	596,937
Student activities	173,395
Net other postemployment benefits	2,723,971
Unrestricted	(16,496,823)
Total net position	$ (15,991)

See Notes to Financial Statements.

Union City Community Schools

Statement of Activities

Year Ended June 30, 2025

Functions/Programs	Expenses	Program Revenue: Charges for Services	Program Revenue: Operating Grants and Contributions	Governmental Activities: Net (Expenses) Revenues and Change in Net Position
Primary Government				
Governmental activities:				
Instruction	$ 7,201,966	$ -	$ 4,249,500	$ (2,952,466)
Support services	3,843,957	35,405	799,348	(3,009,204)
Food service activities	635,384	38,144	709,954	112,714
Student activities	176,842	-	195,110	18,268
Athletics	582,916	96,488	100	(486,328)
Community services	4,444	-	-	(4,444)
Interest on long-term debt	64,093	-	-	(64,093)
Capital outlay	155,375	-	2,079	(153,296)
Depreciation/amortization (unallocated)	917,218	-	-	(917,218)
Total governmental activities	$ 13,582,195	$ 170,037	$ 5,956,091	(7,456,067)
General Revenues:				
Taxes:				
Property taxes, levied for general purposes				1,167,161
Property taxes, levied for capital projects				779,122
State aid not restricted to specific purposes				7,546,699
Grants not restricted to specific purposes				30,108
Unrestricted investment earnings				35,723
Other				359,618
Total general revenues				9,918,431
Change in Net Position				2,462,364
Net Position - Beginning of Year				(2,478,355)
Net Position - End of Year				$ (15,991)

See Notes to Financial Statements.

Union City Community Schools
Balance Sheet
Governmental Funds
June 30, 2025

	General Fund	Nonmajor Funds	Total Governmental Funds
Assets			
Cash and investments	$ 5,886,074	$ 644,931	$ 6,531,005
Receivables	2,378,144	-	2,378,144
Due from other funds	13,298	149,449	162,747
Inventories	10,410	6,940	17,350
Prepaid expenditures	32,400	-	32,400
Total assets	$ 8,320,326	$ 801,320	$ 9,121,646
Liabilities and Fund Balances			
Liabilities:			
Accounts payable	$ 33,854	$ 720	$ 34,574
Salaries payable and related	1,074,474	4,620	1,079,094
Due to other funds	149,449	13,298	162,747
Unearned revenue	5,200,933	-	5,200,933
State aid notes payable	142,857	-	142,857
Total liabilities	6,601,567	18,638	6,620,205
Fund Balances:			
Nonspendable:			
Inventories	10,410	6,940	17,350
Prepaid expenditures	32,400	-	32,400
Restricted:			
Capital projects	-	596,937	596,937
Food services	-	5,339	5,339
Student activities	-	173,395	173,395
Debt service	-	71	71
Assigned:			
Capital projects	75,000	-	75,000
Subsequent year expenditures	61,716	-	61,716
Unassigned	1,539,233	-	1,539,233
Total fund balances	1,718,759	782,682	2,501,441
Total liabilities and fund balances	$ 8,320,326	$ 801,320	$ 9,121,646

See Notes to Financial Statements.

Union City Community Schools

Reconciliation of Fund Balances on the Balance Sheet of Governmental Funds to
Net Position of Governmental Activities on the Statement of Net Position
June 30, 2025

Total Fund Balances - Governmental Funds		$ 2,501,441
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds.		
The cost of capital assets is	$ 25,285,835	
Accumulated depreciation/amortization is	(10,943,332)	14,342,503
Certain other long-term assets are not available to pay current period expenditures and therefore are not reported in the fund financial statements, but are reported in the governmental activities of the Statement of Net Assets.		
Net OPEB asset		2,723,971
Long-term liabilities are not due and payable in the current period and are not reported in the funds.		
Bonds and notes payable	(1,355,974)	
Compensated absences	(221,000)	
Accrued medical claims	(67,700)	
Accrued interest	(8,607)	
Net pension liability	(15,593,169)	(17,246,450)
Deferred inflows and outflows related to pension/OPEB assets/liabilities are long-term and thus not reported in the funds.		
Deferred outflows related to net pension liability	5,371,711	
Deferred outflows related to net OPEB asset/liability	971,933	
Deferred inflows related to net pension liability	(5,163,910)	
Deferred inflows related to net OPEB asset/liability	(3,517,190)	(2,337,456)
Total Net Position - Governmental Activities		$ (15,991)

See Notes to Financial Statements.

Union City Community Schools

Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2025

	General Fund	Formerly Major Building & Site Fund	Nonmajor Funds	Total Governmental Funds
Revenues:				
Local sources	$ 1,550,357		$ 1,016,774	$ 2,567,131
State sources	11,301,050		96,973	11,398,023
Federal sources	301,268		594,530	895,798
Interdistrict and other	609,149		11	609,160
Total revenues	13,761,824		1,708,288	15,470,112
Expenditures:				
Instruction	8,564,295		-	8,564,295
Support services	5,434,094		-	5,434,094
Food service activities	-		706,096	706,096
Student activities	-		176,842	176,842
Community services	4,444		-	4,444
Debt service:				
Principal	35,975		405,000	440,975
Interest and other charges	367		66,463	66,830
Capital outlay	24,077		580,780	604,857
Total expenditures	14,063,252		1,935,181	15,998,433
Revenues Over (Under) Expenditures	(301,428)		(226,893)	(528,321)
Other Financing Sources (Uses):				
Transfers in	25,000		471,413	496,413
Transfers out	-		(496,413)	(496,413)
Total other financing sources (uses)	25,000		(25,000)	-
Net Changes in Fund Balances	(276,428)		(251,893)	(528,321)
Fund Balances:				
Beginning of year, as previously presented	1,995,187	865,760	168,815	3,029,762
Adjustments to beginning fund balances	-	(865,760)	865,760	-
Beginning of year, as restated	1,995,187	-	1,034,575	3,029,762
End of year	$ 1,718,759	$ -	$ 782,682	$ 2,501,441

See Notes to Financial Statements.

Union City Community Schools

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances
of Governmental Funds to the Statement of Activities
Year Ended June 30, 2025

Net Change in Fund Balances - Total Governmental Funds		$ (528,321)
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures; in the Statement of Activities, these costs are allocated over their estimated useful lives as depreciation or amortization.		
Depreciation/amortization expense	$ (917,218)	
Capital outlay	754,449	
		(162,769)
Governmental funds report debt issuance as current financial resources. In contrast, the Statement of Activities treats such issuance of debt as a liability. Governmental funds report repayment of debt as an expenditure. In contrast, the Statement of Activities treats such repayments as a reduction in long-term liabilities. The effects of these differences in the treatment of long-term debt are as follows:		
Repayments to bond and note holders		440,975
Compensated absences are reported on the accrual method in the Statement of Activities, and recorded as an expenditure when financial resources are used in the governmental funds.		
Change in compensated absences		(43,000)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and thus are not reported as expenditures in governmental funds:		
Accrued interest not reflected in governmental funds	2,737	
Change in accrued expenditures for medical claims	(6,300)	
		(3,563)
Governmental funds report the required pension and OPEB contributions for the District's fiscal year ended June 30 as expenditures. The Statement of Activities reports the fully accrued pension and OPEB expenses based upon a September year-end to coincide with the State of Michigan's fiscal year.		
Changes in pension related liabilities and deferrals	1,629,732	
Changes in OPEB related assets/liabilities and deferrals	1,129,310	
		2,759,042
Change in Net Position of Governmental Activities		$ 2,462,364

See Notes to Financial Statements.

Note 1 – Summary of Significant Accounting Policies

The basic financial statements of Union City Community Schools (the "School District" or "District") have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the District's accounting policies are described below.

Reporting Entity

The School District is governed by an elected seven-member Board of Education. The accompanying financial statements have been prepared in accordance with criteria established by the Governmental Accounting Standards Board for determining the various governmental organizations to be included in the reporting entity. These criteria include significant operational financial relationships that determine which of the governmental organizations are a part of the School District's reporting entity, and which organizations are legally separate, component units of the School District. Based on the application of the criteria, the District does not contain any component units.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

District-Wide and Fund Financial Statements

District-Wide Financial Statements – The district-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the non-fiduciary activities of the primary government. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. All of the School District's government-wide activities are considered governmental activities. The district-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting.

The Statement of Net Position presents all governmental activities on a consolidated basis. The Statement of Net Position reports all assets and liabilities including those of a long-term nature. The net difference is reported as net position. Net position is categorized as net investment in capital assets, restricted net position, and unrestricted net position. It is the District's policy to allocate resource outlays first to restricted net position with the remainder allocated to unrestricted net position.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenue includes (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function, and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes, intergovernmental payments, and other unrestricted items are not included as program revenues but instead as general revenue. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants, categorical aid, and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

As a general rule, the effect of interfund activity has been eliminated from the district-wide financial statements.

Note 1 – Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

District-Wide and Fund Financial Statements Continued)

Fund-Based Statements – Separate financial statements are provided for governmental funds and fiduciary funds. Major individual governmental funds are reported as separate columns in the fund financial statements with nonmajor governmental funds aggregated into a single column.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized as soon as it is both measurable and available. Revenue is considered to be available if it is collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, severance pay, claims, and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds; issuance of long-term debt and acquisitions of lease and SBITA assets are reported as other financing sources.

Property taxes, unrestricted State aid, intergovernmental grants, and interest associated with the current fiscal period, are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. Expenditure reimbursing grants are recognized when the qualifying expenditures have been incurred, eligibility requirements have been met, and receipt of monies is expected within the current availability period (60 days post year-end). All other revenue items are considered to be available only when cash is received by the government.

The School District reports the following major governmental funds:

General Fund – The General Fund is the School District's primary operating fund. It accounts for all financial resources of the District, except those required to be accounted for in another fund.

Additionally, the government reports the following fund types:

Capital Project Funds – Capital Project Funds are used to record tax receipts, bond proceeds, or other revenue and the disbursement of monies specifically designated for acquiring new school sites, buildings, equipment, and for remodeling. The District maintains one capital project fund, the Building & Site Fund, which is a non-major fund. The Building & Site Fund is a sinking fund which records capital project activities funded with sinking fund millage. For this fund, the School District has complied with the applicable provisions of Section 1212 of the Revised School Code and the State of Michigan Department of Treasury Letter No. 2023-1.

Special Revenue Funds – Special Revenue Funds are used to account for the proceeds of specific revenue sources that are restricted to expenditures for specified purposes (not including expendable trusts or major capital projects). The Special Revenue Funds maintained by the District are the Food Service Fund and the Student Activities Fund.

Debt Service Funds – Debt Service Funds are used to record tax, interest, and other revenue for payment of principal and other expenditures and the disbursements thereof on a particular bond issue. The District currently maintains one debt fund, the 2023 Bond Debt Fund.

Note 1 – Summary of Significant Accounting Policies (Continued)

Revenue, Assets, Liabilities, and Net Position or Equity

State Revenue – The State of Michigan utilizes a foundation grant approach which provides for a specific annual amount of revenue per pupil based on a statewide formula. The foundation is funded from State and local sources. Revenues from State sources are primarily governed by the School Aid Act and the School Code of Michigan. The Michigan Department of Education administers the allocation of State funds to school districts based on information supplied by the districts. For the year ended June 30, 2025, the foundation allowance was based on blended pupil membership counts.

The State portion of the foundation is provided primarily by a state education property tax millage of 6 mills on Principal Residence Exemption (PRE) property and an allocated portion of State sales and other taxes. The local portion of the foundation is funded primarily by non-PRE (non-homestead property) taxes which may be levied at a rate of up to 18 mills. The local portion also includes 6 mills on commercial personal property. The State revenue is recognized during the foundation period and is funded through payments from October 2024 to August 2025. Thus, the unpaid portion at June 30th is reported as due from other governmental units.

The District also receives revenue from the State to administer certain categorical education programs. State rules require that revenue earmarked for these programs be used for its specific purpose. Certain categorical funds require an accounting to the State of the expenditures incurred. For categorical funds meeting this requirement, funds received, which are not expended by the close of the fiscal year, are recorded as unearned revenue. Other categorical funding is recognized when the appropriation is received.

Property Taxes - Property taxes levied by the District are collected by various municipalities and periodically remitted to the District. The taxes are levied and become a lien as of December 1 and are due upon receipt of the billing by the taxpayer and become a lien on the first day of the levy year. The actual due date is February 14, after which time the bills become delinquent and penalties and interest may be assessed by the collecting entity.

For the year ended June 30, 2025, the District levied the following amounts per $1,000 of assessed valuation:

General Fund – non-primary residence	17.7252
General Fund – commercial personal property	5.7252
Building & Site Fund – all taxable values	2.9892

Tax abatements provided to property taxpayers, if any, were not significant, and thus, no disclosure was deemed required in accordance with GASB Statement No. 77, *Tax Abatement Disclosures.*

Cash and Investments – Cash and cash equivalents include cash on hand, demand deposits, and certificates of deposit.

The District reports its investments in accordance with professional standards. Under these standards, certain investments are valued at fair value as determined by quoted market prices or by estimated fair values when quoted market prices are not available. The standards also provide that certain investments are valued at cost (or amortized cost) when they are of a short-term duration, the rate of return is fixed, and the District intends to hold the investment until maturity. Accordingly, investments in bankers' acceptances and commercial paper are recorded at amortized cost.

Note 1 – Summary of Significant Accounting Policies (Continued)

Revenue, Assets, Liabilities, and Net Position or Equity (Continued)

Cash and Investments (Continued) – State statutes authorize the District to invest in bonds, and other direct and certain indirect obligations of the U.S. Treasury; certificates of deposit, savings accounts, deposit accounts, or depository receipts of a bank, savings and loan association, or credit union, which is a member of the Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation, or National Credit Union Administration, respectively, but only if the bank, savings and loan association, or credit union is eligible to be a depository of surplus funds belonging to the State under Section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, contained in the Michigan Compiled Laws. The District is also authorized to invest in commercial paper rated at the time of purchase within the three highest classifications established by not less than two standard rating services and which matures not more than 270 days after the date of purchase. The District is also authorized to invest in U.S. Government or federal agency obligation repurchase agreements, bankers' acceptances of U.S. banks, and mutual funds composed of investments as outlined above.

Receivables and Payables – In general, outstanding balances between funds are reported as "due to/from other funds." Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "advances to/from other funds." Property tax and other trade receivables are shown net of an allowance for uncollectible amounts. The District has determined the uncollectible amounts are immaterial and no provision has been recorded.

Inventories and Prepaid Items – Inventories are valued at cost (purchase price) on a first-in, first-out basis. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future fiscal years and are recorded as prepaid items in both district-wide and fund financial statements.

Capital Assets - Capital assets, which include land, buildings, equipment, and vehicles, are reported in the applicable governmental activities column in the district-wide financial statements. The government defines capital assets as assets with an initial individual cost of $5,000 or greater and an estimated useful life in excess of one year. Group purchases are evaluated on a case-by-case basis. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. Costs of normal repair and maintenance that do not add to the value or materially extend asset lives are not capitalized. The District does not have infrastructure type assets.

Right-to-use assets, if any, are amortized using the straight-line method over the shorter of the lease/subscription period or the estimated useful lives. Capital assets, including right-to-use assets, are depreciated/amortized using the straight-line method over the following useful lives:

Buildings and improvements	15-50 years
Buses and other vehicles	5-10 years
Furniture and equipment	5-20 years
SBITAs	4-6 years

Leases and Subscription-Based IT Arrangements (SBITAs) – The District recognizes lease/subscription-based IT arrangement liabilities and the related intangible right-to-use assets in the government-wide financial statements with an initial individual value of $10,000 or more.

Note 1 – Summary of Significant Accounting Policies (Continued)

Revenue, Assets, Liabilities, and Net Position or Equity (Continued)

Leases and Subscription-Based IT Arrangements (SBITAs) (Continued) – At the commencement of a lease/subscription, the District initially measures the liability at the present value of payments expected to be made during the lease/SBITA term. Subsequently, the lease/SBITA liability is reduced by the principal portion of the lease/SBITA payments made. The lease/SBITA right-to-use asset is initially measured as the initial amount of the lease/SBITA liability, adjusted for lease/subscription payments made at or before the lease/subscription commencement date, plus certain initial direct costs. Subsequently, the lease/SBITA asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases/SBITAs include how the District determines (1) the discount rate it uses to discount the expected lease/SBITA payments to present value, (2) lease/SBITA terms, and (3) lease/SBITA payments.

- The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases/SBITAs.
- The lease/SBITA term includes the noncancelable period of the lease/subscription. Lease/SBITA payments included in the measurement of the lease/SBITA liability are composed of fixed payments and any purchase option price that the District is reasonably certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its lease/SBITA liabilities and remeasures lease/SBITA assets and liabilities if certain changes occur that are expected to significantly affect the amount of the lease/SBITA liabilities.

Lease/SBITA assets are reported with other capital assets, and lease/SBITA liabilities are reported with long-term obligations on the Statement of Net Position.

Compensated Absences - The District recognizes a liability for compensated absences, including salary and related benefits, where applicable, for leave time that (1) has been earned for services previously rendered by employees, (2) accumulates and is allowed to be carried over to subsequent years, and (3) is more likely than not to be used as time off or settled during or upon separation from employment. The liability for compensated absences is reported as incurred in the government-wide financial statements.

Long-Term Obligations – In the district-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the Statement of Net Position. Bond premiums and discounts are reported as a deferred inflow or outflow, separate from assets and liabilities, and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

In the fund financial statements, governmental-fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. Debt issued as well as premiums received on debt issuances are reported as other financing sources while discounts are reported as other financing uses. Issuance costs are reported as debt service expenditures.

Deferred Outflows of Resources – This separate financial statement element represents a consumption of net position or fund balance that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then. For governmental funds, this includes unavailable revenue in connection with receivables for revenues that are not considered available to liquidate liabilities of the current period.

Note 1 – Summary of Significant Accounting Policies (Continued)

Revenue, Assets, Liabilities, and Net Position or Equity (Continued)

Deferred Outflows of Resources (Continued) – For district-wide statements, the District currently reports deferred outflows of resources related to deferred pension and OPEB plan expenses which will be expensed in the plan year in which they apply and for pension and OPEB payments made subsequent to the measurement date to be recognized as the corresponding time lags are met.

Deferred Inflows of Resources – In addition to liabilities, the Statement of Net Position reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District currently reports deferred inflows of resources related to its net pension and net OPEB plan liabilities including amounts deferred for MPSERS Unfunded Actuarial Accrued Liabilities (UAAL) stabilization statutorily required contributions. These future resources will be amortized and recognized over a time period established by the actuary and relate to differences between actuarial estimates and actual results.

Defined Benefit Pension Plan – For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Michigan Public Employees' Retirement System (MPSERS) and additions to/deductions from MPSERS fiduciary net position have been determined on the same basis as they are reported by MPSERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Related plan investments are reported at fair value. See Note 10 for detailed information.

Postemployment Benefits Other Than Pensions – For purposes of measuring the net OPEB asset/liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the Michigan Public Employees' Retirement System (MPSERS) and additions to/deductions from MPSERS fiduciary net position have been determined on the same basis as they are reported by MPSERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Related investments are reported at fair value. See Note 10 for detailed information.

Fund Equity – The District has implemented GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. In accordance with this guidance, fund balances of governmental funds are categorized according to five defined categories of fund balance. These categories consist of *nonspendable* amounts which are not in spendable form or are legally or contractually required to be maintained intact; *restricted* amounts that are constrained for specific purposes set by external parties or law; *committed* amounts that are constraints set by the highest decision making authority (the School Board) through adoption of a resolution and may only be removed by the School Board through a rescindment resolution; *assigned* amounts that have an intended purpose but require no formal specific action; and *unassigned* amounts which are the residual of the other categories and have no specific purpose.

It is the District's policy to generally use fund balance in order according to the hierarchy of fund balance categories, from restricted down to unassigned.

Use of Estimates - The process of preparing financial statements in conformity with accounting principles generally accepted in the United States of America requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues, and expenditures. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

Note 2 – Stewardship, Compliance, and Accountability

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America and State law for the General Fund and special revenue funds. Annual appropriations lapse at fiscal year-end. The District follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The Superintendent submits to the School Board a proposed operating budget for the fiscal year commencing on July 1. The operating budget includes proposed expenditures and the means of financing them. The level of control for the budgets is at the functional level as set forth and presented as required supplementary information.

2. Public hearings are conducted to obtain taxpayer comments.

3. Prior to July 1, the budget is legally adopted by School Board resolution pursuant to the *Uniform Budgeting and Accounting Act* (P.A. 621 of 1978). The Act requires that the budget be amended prior to the end of the fiscal year when necessary to adjust appropriations if it appears that revenues and other financing sources will be less than anticipated or so that expenditures will not be in excess of original estimates. Expenditures shall not be made or incurred, unless authorized in the budget, in excess of the amount appropriated at the function level per State law. Violations, if any, for the General Fund are noted in the required supplementary information section.

4. The Superintendent is authorized to transfer budgeted amounts between major expenditures functions within any fund; however, these transfers and any revisions that alter the total expenditures of any fund must be approved by the School Board.

5. Formal budgetary integration is employed as a management control device during the year for the General Fund and special revenue funds.

6. The budget was amended during the year with supplemental appropriations, the last one approved prior to fiscal year-end.

Note 3 – Cash and Investments

At year-end, the District's deposits were reported in the basic financial statements – governmental activities. The breakdown between deposits and investments for the School District is as follows:

Deposits (checking and savings accounts)	$	6,413,178
Investments in MILAF and MI CLASS pooled investment funds		117,593
Petty cash and cash on hand		234
Total	$	6,531,005

The District holds investments in a Michigan Investment Liquid Asset Fund (MILAF) account which is considered an external investment pool as defined by GASB and as such is recorded at amortized cost which approximates fair value. The pool is designed to meet the needs of Michigan public sector investors and invests only in instruments applicable to Michigan laws over investment options for local governments including U.S. Treasury obligations, federal agency obligations of the U.S. government, high-grade commercial paper, and approved money market funds. The District's investments under the interlocal agreement (MILAF - Michigan Class), totaling $117,593 at year-end, are regulated by the Urban Cooperation Act. There are no limitations or restrictions on withdrawals from these investment pools except for a one-day minimum investment period on the MILAF cash management funds and a fourteen-day redemption limitation on MILAF MAX Class funds.

Note 3 – Cash and Investments (Continued)

Investment and Deposit Risk – The District's cash and investments are subject to several types of risk, as noted below.

Custodial Credit Risk – Deposits – Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned. The District requires that financial institutions be evaluated and only those with an acceptable risk level are used for the District's deposits for custodial credit risk. At year-end, the District's deposit balance of approximately $6,600,000 had $6,300,000 of bank deposits that were uninsured and uncollateralized.

Custodial Credit Risk – Investments – Custodial credit risk of investments is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The District does not have an investment policy for custodial credit risk.

The District's investments under the interlocal agreement (MILAF) and under the Michigan CLASS agreement are regulated by the Urban Cooperation Act. Both agreements are rated AAAm by Standard and Poor's.

Interest Rate Risk – State law limits the allowable investments and the maturities of some of the allowable investments. The District's investment policy does not have specific limits in excess of State law on investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk – State law limits investments to specific government securities, certificates of deposits and bank accounts with qualified financial institutions, commercial paper with specific maximum maturities and ratings when purchased, bankers' acceptances of specific financial institutions, qualified mutual funds and qualified external investment pools. See Note 1 for a full description of allowed investments. The District's investment policy does not further limit its investment choices.

Concentration of Credit Risk – The District's investment policy does not limit investments with individual issuers.

Foreign Currency Risk - The District does not invest in foreign currency and does not maintain a policy regarding foreign currency risk.

Note 4 – Receivables

Receivables at year end totaled $2,378,144 and consist primarily of amounts due from the Michigan Department of Education for State aid and federal grants.

Note 5 – Capital Assets

Capital asset activity of the District's governmental activities was as follows:

	Beginning Balance	Additions	Disposals	Year-End Balance
Capital assets not being depreciated:				
Land	$ 41,355	$ 5,460	$ -	$ 46,815
Construction in progress	2,094,399	-	2,094,399	-
Subtotal	2,135,754	5,460	2,094,399	46,815
Capital assets being depreciated/ amortized:				
Buildings and improvements	19,208,137	2,547,181	-	21,755,318
Buses and other vehicles	1,205,054	-	-	1,205,054
Furniture and equipment	1,887,876	296,208	-	2,184,084
SBITAs	94,564	-	-	94,564
Subtotal	22,395,631	2,843,389	-	25,239,020
Accumulated depreciation/amortization:				
Buildings and improvements	8,309,617	521,306	-	8,830,923
Buses and other vehicles	750,052	84,700	-	834,752
Furniture and equipment	933,505	286,941	-	1,220,446
SBITAs	32,940	24,271	-	57,211
Subtotal	10,026,114	917,218	-	10,943,332
Net capital assets being depreciated/amortized	12,369,517	1,926,171	-	14,295,688
Net capital assets	$ 14,505,271	$ 1,931,631	$ 2,094,399	$ 14,342,503

Depreciation/amortization for the current year totaled $917,218. The District determined that it was impractical to allocate depreciation/amortization to various governmental activities as the assets serve multiple functions.

Note 6 – Interfund Receivables, Payables and Transfers

The District reports interfund balances between some of its funds. The sum of all balances presented in the table below agrees with the sum of interfund balances presented in the balance sheet for governmental funds. These interfund balances resulted primarily from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. The composition of interfund balances is as follows:

	Due To:		
	General Fund	Non-major Funds	Total
Due From:			
General Fund	$ -	$ 149,449	$ 149,449
Non-major Funds	$ 13,298	$ -	$ 13,298

During the year, $25,000 was transferred from the Food Service Fund to the General Fund to cover indirect costs. In addition, the Building & Site Fund transferred $471,413 to the 2023 Bond Debt Fund to cover debt service.

Note 7 – Notes Payable

For the fiscal year ended June 30, 2025, the District was issued State Aid Anticipation Notes to allow for needed cash flow prior to receipt of State Aid which totaled $1,000,000 which was borrowed under a set-aside arrangement due in seven increments, including interest at 3.33%, of $147,231 each beginning January, 2025 and ending July, 2025.

The State Aid Anticipation Notes are secured by the full faith and credit of the District as well as pledged State Aid. The year-end balance at June 30, 2025 was $142,857. Activity for the year is as follows:

Balance June 30, 2024	Additions	Payments	Balance June 30, 2025
$ 351,428	$ 1,000,000	$ 1,208,571	$ 142,857

The District approved the issuance of State Aid Anticipation Notes for the 2025-26 school year totaling $1,700,000. Of this amount, $1,000,000 was borrowed under a set-aside arrangement due in seven increments, including interest at 2.79%, of $146,511 each beginning January, 2026 and ending July, 2026. The remaining $700,000 is due in a lump sum payment in August, 2026, plus interest at 2.77%.

Note 8 – Long-Term Debt

The School District issues bonds, notes, and other contractual commitments to provide for the acquisition and construction of major capital facilities, the acquisition of certain equipment, and right-to-use assets. General obligation bonds are direct obligations and pledge the full faith and credit of the School District. Other long-term debt obligations include compensated absences and net pension and OPEB liabilities. See Note 10 for further details about the net pension and OPEB liabilities. Long-term obligation activity is summarized as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Governmental Activities:					
Notes payable	$ 71,949	$ -	$ 35,975	$ 35,974	$ 35,974
Bonds payable	1,725,000	-	405,000	1,320,000	420,000
Compensated absences	178,000	43,000	-	221,000	22,000
Total governmental activities	$ 1,974,949	$ 43,000	$ 440,975	$ 1,576,974	$ 477,974

Long-term notes payable consist of:

$179,874 bank note payable, secured by buses; payable in annual installments of $35,974 plus interest at a rate of .51%; matures October, 2025	$ 35,974

Annual debt service requirements on the above governmental note obligations are as follows:

	Governmental Activities		
	Principal	Interest	Total
2026	$ 35,974	$ 183	$ 36,157
Total	$ 35,974	$ 183	$ 36,157

General obligation bonds consist of:

Obligation (Limited Tax) Bonds; payable in annual installments of $405,000 - $460,000 through May, 2028 with interest at 3.85%	$ 1,320,000

Note 8 – Long-Term Debt (Continued)

Annual debt service requirements on the above governmental bond obligations are as follows:

	Governmental Activities		
	Principal	Interest	Total
2026	$ 420,000	$ 50,820	$ 470,820
2027	440,000	34,650	474,650
2028	460,000	17,710	477,710
Total	$ 1,320,000	$ 103,180	$ 1,423,180

Note 9 – Leases

The District leases office equipment and vending machines under various operating leases. Minimum payments for the fiscal year ending June 30, 2025 under these non-cancellable leases are approximately $21,000. Rent expense for the year ended June 30, 2025 was approximately $21,000. Management has determined that the effect of implementing GASB Statement No. 87, *Leases*, is not material to the financial statements and thus has not been applied.

Note 10 – Defined Benefit Pension Plan and Postemployment Benefits Other Than Pensions

Organization

Pension/OPEB Plan Description – The School District participates in the Michigan Public School Employees' Retirement System ("MPSERS" or "the System"), a State-wide, cost-sharing, multiple-employer defined benefit public employee retirement plan governed by the State of Michigan. The System's pension plan was established by the State to provide retirement, survivor, and disability benefits to public school employees, and covers substantially all employees of the School District. There are currently approximately 688 participating employers in the System which meets the definition of a qualified pension trust fund under Section 401(a) of the Internal Revenue Code. In addition, the System maintains a health plan ("OPEB") which provides postemployment healthcare benefits to all eligible retirees as an elective option including health, prescription drug, dental, and vision coverage.

The System was originally created under Public Act 136 of 1945, recodified, and currently operates under the provisions of Public Act 300 of 1980, as amended. Section 25 of this Act establishes a governing board and its authority to promulgate or amend the provisions of the System. The board consists of twelve members – eleven appointed by the Governor plus the State Superintendent of Instruction, who serves as an ex-officio member.

The System is administered by the Office of Retirement Services within the Michigan Department of Technology, Management & Budget. The Department Director appoints the Office Director, with whom the general oversight of the System resides. The State of Michigan Investment Board serves as the investment fiduciary and custodian for the System.

The System's financial statements are included as a pension and other employee benefit trust fund in the State of Michigan Annual Comprehensive Financial Report and are available on the ORS website at www.michigan.gov/orsschools. Information provided in this report includes financial data, actuarial assumptions data, and detailed information about the pension plan and OPEB plan fiduciary net positions.

Pension Benefits Provided – Benefit provisions of the defined benefit pension plan are established by State statute, which may be amended. Public Act 300 of 1980, as amended, establishes eligibility and benefit provisions for the defined benefit (DB) pension plan. Participants are enrolled in one of multiple plans based on date of hire and certain voluntary elections. Depending upon the plan option selected, member retirement benefits are determined by final average compensation, years of service, and a pension factor ranging from 1.25% to 1.50%. DB members are eligible to receive a monthly benefit when they meet certain age and service requirements. The System also provides disability and survivor benefits to DB plan members.

Based on current benefit provisions, new hires can opt between two plans. The first plan, called Pension Plus 2, is a hybrid plan that contains a pension component with a required employee contribution and a flexible and transferable defined contribution tax-deferred investment account component that contains a 50/50 contribution share between the employee and the employer, including the cost of future unfunded liabilities. The assumed rate of return on the Pension Plus 2 plan is 6%. The second option is a Defined Contribution plan under which a participant receives a 4% employer contribution to a tax-deferred 401(k) account and can choose to make employee contributions up to the maximum allowed per IRS regulations to a tax-deferred 457 account.

A DB member who leaves Michigan public school employment may request a refund of his or her member contributions to the retirement system account. A refund cancels a former member's right to future benefits. However, returning members who previously received a refund of their contributions may reinstate their service through repayment of the refund upon satisfaction of certain requirements.

Note 10 – Defined Benefit Pension Plan and Postemployment Benefits Other Than Pensions (Continued)

Organization (Continued)

OPEB Benefits Provided – Benefit provisions of the postemployment healthcare plan are established by State statute, which may be amended. Public Act 300 of 1980, as amended, establishes eligibility and benefit provisions. Retirees have the option of health coverage, which, through 2012, was funded on a cash disbursement basis. Beginning fiscal year 2013, it is funded on a prefunded basis. The System has contracted to provide the comprehensive group medical, prescription drug, dental and vision coverage for retirees and beneficiaries. A subsidized portion of the premium is paid by the System with the balance deducted from the monthly pension of each retiree healthcare recipient. For members who first worked before July 1, 2008 (Basic, MIP-Fixed, and MIP Graded plan members), the subsidy is the maximum allowed by statute.

To limit future liabilities of OPEB, members who first worked on or after July 1, 2008 (MIP-Plus plan members) have a graded premium subsidy based on career length where they accrue credit towards their insurance premiums in retirement, not to exceed the maximum allowable by statute. Public Act 300 of 2012 sets the maximum subsidy at 80% beginning January 1, 2013; 90% for those Medicare eligible and enrolled in the insurances as of that date. Dependents are eligible for healthcare coverage if they meet the dependency requirements set forth in Public Act 300 of 1980, as amended. Public Act 300 of 2012 granted all active members of the MPSERS, who earned service credit in the twelve months ending September 3, 2012 or were on an approved professional service or military leave of absence on September 3, 2012, a voluntary election regarding their retirement healthcare. Any changes to a member's healthcare benefit are effective as of the member's transition date, which is defined as the first day of the pay period that begins on or after February 1, 2013.

Under Public Act 300 of 2012, members were given the choice between continuing the 3% contribution to retiree healthcare and keeping the premium subsidy benefit described above, or choosing not to pay the 3% contribution and instead opting out of the subsidy benefit and becoming a participant in the Personal Healthcare Fund (PHF), a portable, tax-deferred fund that can be used to pay healthcare expenses in retirement. Participants in the PHF are automatically enrolled in a 2% employee contribution into their 457 account as of their transition date, earning them a 2% employer match into a 401(k) account. Members who selected this option stop paying the 3% contribution to retiree healthcare as of the day before their transition date, and their prior contributions were deposited into their 401(k) accounts.

Pension/OPEB Plan Contributions – Public Act 300 of 1980, as amended, requires contributions from both the participating employers and the active plan members. The School District, as a participating employer, is required to contribute amounts necessary to finance the coverage of pension and OPEB benefits of active and retired members. Contribution provisions are specified by State statute and may be amended only by action of the State Legislature. Under these provisions, each school district's contribution is expected to finance the costs of benefits earned by employees (plan members) during the year, with an additional amount paid in to finance a portion of the unfunded actuarial accrued liability. Required employer pension contributions are comprised of pension normal cost, pension unfunded actuarial accrued liability (UAAL), and pension early retirement incentive contributions. Required employer pension contributions also include the UAAL rate stabilization contributions. Required employer OPEB contributions are comprised of OPEB normal cost and OPEB UAAL.

Employer contributions to the System are determined on an actuarial basis using the entry age normal actuarial cost method. Under this method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated on a level basis over the service of the individual between entry age and assumed exit age.

Note 10 – Defined Benefit Pension Plan and Postemployment Benefits Other Than Pensions (Continued)

Organization (Continued)

Pension/OPEB Plan Contributions (Continued) –The normal cost is the annual cost assigned under the actuarial funding method to the current and subsequent plan years. The remainder is called the actuarial accrued liability. Normal cost is funded on a current basis. The unfunded (overfunded) actuarial accrued liability will be amortized over a declining period ending September 30, 2038.

Pension Plan Contributions – The schedule below summarizes pension contribution rates in effect for fiscal year ended September 30, 2024:

Benefit Type	Member Rates	Employer Rates	Status
Basic (Defined Benefit)	0.0% - 4.0%	13.90 – 23.03%	Closed
MIP (Defined Benefit)	3.0% - 7.0%	13.90 – 23.03	Closed
Pension Plus (Hybrid)	3.0% - 6.4%	19.17	Closed
Pension Plus 2 (Hybrid)	6.2%	20.10	Open
Defined Contribution	0.0%	13.90	Open

Employer contributions range from 13.90% to 23.03% for the plan year ended September 30, 2024 and are determined based on employee elections. The District's required and actual contributions to the pension plan for the year ended September 30, 2024 were $2,662,883. The District's required and actual pension contributions include an allocation of $1,265,500 in revenue received from the State of Michigan, and remitted to the System, to fund the MPSERS unfunded actuarial liability (UAAL) stabilization rate for the year ended September 30, 2024.

OPEB Contributions – OPEB employee contribution rates in effect for the fiscal year ended September 30, 2024 range from 0% - 3%. Employer contributions range from 0.00% to 8.31% for the plan year ended September 30, 2024 and are determined based on employee elections. Required contributions to the OPEB plan from the District were $526,016 for the year ended September 30, 2024. The District's required and actual OPEB contributions include an allocation of $0 in revenue received from the State of Michigan, and remitted to the System, to fund the MPSERS unfunded actuarial liability (UAAL) stabilization rate for the year ended September 30, 2024.

Pension/OPEB Assets/Liabilities, Pension/OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions/OPEB

Proportionate Share of School District's Net Pension Liability - At June 30, 2025, the District reported a liability of $15,593,169 for its proportionate share of the MPSERS net pension liability. The net pension liability was measured as of September 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation rolled forward from September 30, 2023. The District's proportionate share of the net pension liability was determined by dividing each employer's statutorily required pension contributions to the System during the measurement period by the percent of statutorily required pension contributions from all applicable employers during the measurement period. At September 30, 2024, the District's proportionate share was .06369234 percent, a decrease of .00056622 percent from its proportion measured as of September 30, 2023.

Pension Expense - For the year ended June 30, 2025, the School District recognized pension expense of $1,510,756, inclusive of payments to fund the MPSERS UAAL stabilization rate.

Note 10 – Defined Benefit Pension Plan and Postemployment Benefits Other Than Pensions (Continued)

Pension/OPEB Assets/Liabilities, Pension/OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions/OPEB (Continued)

Proportionate Share of School District's Net OPEB Asset/Liability - At June 30, 2025, the District reported an asset of $2,723,971 for its proportionate share of the MPSERS net OPEB asset. The net OPEB asset was measured as of September 30, 2024, and the total OPEB asset used to calculate the net OPEB asset was determined by an actuarial valuation rolled forward from September 30, 2023. The District's proportionate share of the net OPEB asset was determined by dividing each employer's statutorily required OPEB contributions to the System during the measurement period by the percent of statutorily required OPEB contributions from all applicable employers during the measurement period.

Proportionate Share of School District's Net OPEB Asset/Liability - At September 30, 2024, the District's proportionate share was .06328344 percent, a decrease of .00074589 percent from its proportion measured as of September 30, 2023.

OPEB Expense - For the year ended June 30, 2025, the School District recognized OPEB benefit of $984,082.

Deferred Outflows and Deferred Inflows - At June 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to pensions and OPEB from the following sources:

	Deferred Outflows of Resources		Deferred Inflows of Resources	
	Pension	OPEB	Pension	OPEB
Difference between expected and actual experience	$ 423,054	$ -	$ 169,422	$ 2,886,577
Changes of assumptions	1,625,680	594,954	1,142,486	68,385
Net difference between projected and actual earnings on pension/OPEB plan investments	-	-	2,975,838	515,679
Changes in proportion and differences between District contributions and proportionate share of contributions	664,604	185,760	181,811	46,549
District contributions subsequent to the measurement date	2,658,373	191,219	694,353	-
Total	$ 5,371,711	$ 971,933	$ 5,163,910	$ 3,517,190

$2,658,373 reported as deferred outflows of resources related to pensions resulting from District employer contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the year ended June 30, 2026.

$191,219 reported as deferred outflows of resources related to OPEB resulting from District employer contributions subsequent to the measurement date, will be recognized as an increase/ reduction of the net OPEB asset/liability in the year ended June 30, 2026.

Note 10 – Defined Benefit Pension Plan and Postemployment Benefits Other Than Pensions (Continued)

Pension/OPEB Assets/Liabilities, Pension/OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions/OPEB (Continued)

Deferred Outflows and Deferred Inflows (Continued) - Other amounts reported as deferred outflows of resources and deferred (inflows) of resources related to pensions and OPEB will be recognized in pension/OPEB expense as follows:

Year Ended June 30	Pension	OPEB
2026	$ (169,449)	$ (898,537)
2027	287,248	(511,807)
2028	(1,081,132)	(505,992)
2029	(792,886)	(492,976)
2030	-	(275,272)
Thereafter	-	(51,892)

Payables to the Pension/OPEB Plan - The District reported an accrued pension/OPEB plan payable at June 30, 2025 of $156,608. This amount represents employee withholdings and the employer amount payable for wages earned at June 30, 2025 but not yet paid. The District is current on all required pension and OPEB plan payments. Amounts accrued at year-end include current payments for June paid in July, accruals for summer pay primarily for teachers, and the contributions due from State Revenue Section 147c restricted to fund the MPSERS unfunded actuarial accrued liability (UAAL).

Actuarial Assumptions

Actuarial Valuations and Assumptions - Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

A summary of actuarial assumptions as of the latest actuarial valuation follows:

Valuation date	September 30, 2023
Actuarial cost method	Entry age, normal
Asset valuation method	Fair value
Wage inflation rate	2.75%
Investment rate of return:	
MIP and Basic plans	6.00%, net of investment expenses
Pension Plus Plan and Plus 2 Plan	6.00%, net of investment expenses
OPEB	6.00%, net of investment expenses
Projected salary increases	2.75 – 11.55%, including wage inflation at 2.75%
Healthcare cost trend rate	Pre-65: 7.25% Year 1 graded to 3.50% Year 15 Post-65: 6.50% Year 1 graded to 3.50% Year 15
Cost of living pension adjustments	3.0% annual non-compounded for MIP members
Mortality: Retirees:	PubT-2010 Male and Female Mortality Tables scaled by 116% for males and 116% for females and adjusted for mortality improvements using projection scale MP-2021 from 2010.

Note 10 – Defined Benefit Pension Plan and Postemployment Benefits Other Than Pensions (Continued)

Actuarial Assumptions (Continued)

Actuarial Valuations and Assumptions (Continued) –

Active Members:	PubT-2010 Male and Female Employee Mortality Tables scaled 100% and adjusted for mortality improvements using projection scale MP-2021 from 2010.
Disabled Retirees:	PubNS-2010 Male and Female Disabled Retiree Mortality Tables, scaled 100% and adjusted for mortality improvements using projection scale MP-2021 from 2010.

Other Assumptions (OPEB) – applies to individuals hired before September 4, 2012:

Opt-Out Assumption	21% of eligible participants hired before July 1, 2008 and 30% of those hired after June 30, 2008 are assumed to opt out of the retiree health plan.
Survivor Coverage	80% of male retirees and 67% of female retirees electing two-person coverage are assumed to have coverages continuing after the retiree's death.
Coverage Election at Retirement	Of those opting out, 75% of male and 60% of female future retirees who elect coverage are assumed to elect coverage for 1 or more dependents.

Additional assumptions include the following:

- Assumption changes as a result of an experience study for the periods 2017 through 2022 have been adopted by the System for use in the annual pension and OPEB valuations beginning with the September 30, 2023 valuation. The total pension/OPEB asset/liability as of September 30, 2024 is based on the results of an actuarial valuation date of September 30, 2023, and rolled forward using generally accepted actuarial procedures, including the experience study.
- Recognition period for liabilities is the average of the expected remaining service lives of all employees in years – 4.4612 for pension plan employers and 6.2834 for OPEB plan employers.
- Recognition period for assets in years is 5.0000.
- Full actuarial assumptions are available in the 2024 MPSERS Annual Comprehensive Financial Report found on the ORS website at www.michigan.gov/orsschools.

Long-Term Expected Rate of Return on Plan Assets – The long-term expected rate of return on pension/OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension/OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Note 10 – Defined Benefit Pension Plan and Postemployment Benefits Other Than Pensions (Continued)

Actuarial Assumptions (Continued)

Long-Term Expected Rate of Return on Plan Assets (Continued) – Best estimates of arithmetic real rates of return for each major asset class included in the pension/OPEB plan's target asset allocation as of September 30, 2024, are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return*
Domestic equity pools	25.0%	5.3%
Private equity pools	16.0%	9.0%
International equity pools	15.0%	6.5%
Fixed income pools	13.0%	2.2%
Real estate and infrastructure pools	10.0%	7.1%
Absolute return pools	9.0%	5.2%
Real return/opportunistic pools	10.0%	6.9%
Short-term investment pools	2.0%	1.4%
Total	100.0%	

*Long-term rates of return are net of administrative expenses and 2.3% inflation.

Rate of Return – For the fiscal year ended September 30, 2024, the annual money-weighted rate of return on pension/OPEB plan investments, net of pension/OPEB plan investment expense, was 15.47% and 15.45%, respectively. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Discount Rate – A discount rate of 6.00% was used to measure the total pension and OPEB assets/liabilities. This discount rate was based on the long-term expected rates of return on pension and OPEB plan investments of 6.00%.

The projection of cash flows used to determine these discount rates assumed that future plan member contributions will be made at the current contribution rates and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rates. Based on these assumptions, the pension/OPEB plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension/OPEB plan investments was applied to all periods of projected benefits payments to determine the total pension/OPEB assets/liabilities.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate - The following table presents the School District's proportionate share of the net pension liability calculated using a single discount rate of 6.00% as well as what the District's proportionate share of the net pension liability would be if it were calculated using a single discount rate that is one percentage point lower or one percentage point higher than the current rate:

	Current Single Discount Rate	
1% Decrease	Assumption	1% Increase
5.00%	6.00%	7.00%
$22,859,754	$15,593,169	$9,542,340

Note 10 – Defined Benefit Pension Plan and Postemployment Benefits Other Than Pensions (Continued)

Actuarial Assumptions (Continued)

Sensitivity of the Net OPEB (Asset)/Liability to Changes in the Discount Rate - The following table presents the School District's proportionate share of the net OPEB (asset)/liability calculated using the discount rate of 6.00%, as well as what the District's proportionate share of the net OPEB (asset)/liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

1% Decrease 5.00%	Current Discount Rate 6.00%	1% Increase 7.00%
($2,105,107)	($2,723,971)	($3,259,044)

Sensitivity of the Net OPEB (Asset)/Liability to Changes in the Healthcare Cost Trend Rate The following table presents the School District's proportionate share of the net OPEB (asset)/liability calculated using the assumed healthcare cost trend rates, as well as what the District's proportionate share of the net OPEB (asset)/liability would be if it were calculated using a healthcare cost trend rate that is one percentage point lower or one percentage point higher than the current rate:

1% Decrease	Current Healthcare Cost Trend Rate	1% Increase
($3,259,050)	($2,723,971)	($2,150,102)

Note 11 – Federal and State Grants

The District has received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowance under terms of the grants, management believes that any required reimbursements would not be material.

Note 12 – Commitments

The District received approval from voters for a bond issuance to provide funding towards the consolidation of the middle school into the high school building and other modernizing renovations. As a result, the District contracted with an architect firm, C2AE, and a general contractor, The Christman Company, to manage the project. The contracts have been agreed upon by all parties with amounts yet to be determined.

Note 13 – Risk Management

The School District is exposed to various risks of loss related torts; theft of, damage to, and destruction of assets; errors and omissions; employee injuries and natural disasters. The District participates in a distinct pool of educational institutions within the State of Michigan for self-insuring workers' disability compensation. The pool is considered a public entity risk pool. The District pays annual premiums to the pool for the respective insurance coverage. In the event the pool's total claims and expenses for a policy year exceed the total normal annual premiums for said year, all members of the specific pool's policy year may be subject to special assessment to make up the deficiency. The pool maintains reinsurance for claims in excess of $500,000 for each occurrence with the overall maximum coverage being unlimited. The District has not been informed of any special assessments being required.

The School District has purchased commercial insurance for other risks of loss, including property and casualty, errors and omissions, fleet, and employee health and accident insurance. Settled claims relating to the commercial insurance did not exceed the amount of insurance coverage in any of the past three fiscal years.

Required Supplementary Information

Union City Community Schools

Budegetary Comparison Schedule - General Fund

Year Ended June 30, 2025

	Original	Final	Actual	Variance with Final Budget
Revenues:				
Local sources	$ 1,471,676	$ 1,538,271	$ 1,550,357	$ 12,086
State sources	10,741,399	11,048,138	11,301,050	252,912
Federal sources	277,183	299,119	301,268	2,149
Interdistrict and other	648,000	593,431	609,149	15,718
Total revenues	13,138,258	13,478,959	13,761,824	282,865
Expenditures:				
Instruction:				
Basic programs	5,945,136	6,161,659	6,345,602	(183,943)
Added needs	2,105,358	2,199,666	2,218,693	(19,027)
Support services:				
Pupil	713,208	685,309	712,471	(27,162)
Instructional staff	236,756	251,093	322,423	(71,330)
General administration	462,757	485,402	472,344	13,058
School administration	761,681	737,889	751,798	(13,909)
Business	340,501	331,285	353,329	(22,044)
Operation & maintenance	1,185,295	1,285,595	1,298,530	(12,935)
Pupil transportation	697,525	727,297	725,028	2,269
Central services	205,626	220,469	215,255	5,214
Athletic activities	565,720	564,128	582,916	(18,788)
Community activities	6,200	4,444	4,444	-
Debt service:				
Principal	36,342	36,342	35,975	367
Interest and other charges	-	-	367	(367)
Capital outlay	-	2,925	24,077	(21,152)
Total expenditures	13,262,105	13,693,503	14,063,252	(369,749)
Revenues Over (Under) Expenditures	(123,847)	(214,544)	(301,428)	(86,884)
Other Financing Sources (Uses):				
Transfers in	32,000	32,000	25,000	(7,000)
Total other financing sources (uses)	32,000	32,000	25,000	(7,000)
Net Changes in Fund Balances	(91,847)	(182,544)	(276,428)	$ (93,884)
Fund Balances - Beginning of Year	1,995,187	1,995,187	1,995,187	
Fund Balances - End of Year	$ 1,903,340	$ 1,812,643	$ 1,718,759	

See Independent Auditors' Report.

Union City Community Schools

Schedule of the District's Proportionate Share of the Net Pension Liability of the MPSERS Plan

Last Ten Fiscal Years (Amounts Determined Each Year as of September 30)

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
District's proportion of net pension liability (%)	0.0637%	0.0643%	0.0623%	0.0588%	0.0594%	0.0613%	0.0635%	0.0638%	0.0639%	0.0646%
District's proportionate share of net pension liability	$ 15,593,169	$ 20,797,968	$ 23,414,102	$ 13,915,645	$ 20,388,645	$ 20,308,381	$ 19,087,392	$ 16,523,989	$ 15,953,727	$ 15,774,476
District's covered-employee payroll	$ 6,675,175	$ 6,398,085	$ 6,252,728	$ 5,328,155	$ 5,201,950	$ 5,225,163	$ 5,365,512	$ 5,323,821	$ 5,374,322	$ 5,527,496
District's proportionate share of net pension liability as a percentage of its covered-employee payroll	233.60%	325.07%	374.46%	261.17%	391.94%	388.67%	355.74%	310.38%	296.85%	285.38%
Plan fiduciary net position as a percentage of total pension liability	74.44%	65.91%	60.77%	72.60%	59.72%	60.31%	62.36%	64.21%	63.27%	63.17%

Union City Community Schools
Schedule of the District's Pension Contributions to the MPSERS Plan
Last Ten Fiscal Years (Amounts Determined Each Year as of June 30)

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Statutorily required contributions	$ 2,561,837	$ 2,660,980	$ 2,118,975	$ 2,061,907	$ 1,754,276	$ 1,595,221	$ 1,728,951	$ 1,485,899	$ 1,435,916	$ 1,245,895
Contributions in relation to statutorily required contributions	2,561,837	2,660,980	2,118,975	2,061,907	1,754,276	1,595,221	1,728,951	1,485,899	1,435,916	1,245,895
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
District's covered-employee payroll	$ 6,847,632	$ 6,691,570	$ 6,319,833	$ 5,866,579	$ 5,234,177	$ 5,196,790	$ 5,208,683	$ 5,413,302	$ 5,609,322	$ 5,505,269
Contributions as a percentage of covered-employee payroll	37.41%	39.77%	33.53%	35.15%	33.52%	30.70%	33.19%	27.45%	25.60%	22.63%

Union City Community Schools

Schedule of the District's Proportionate Share of the Net OPEB (Asset) Liability of the MPSERS Plan

Last Eight Fiscal Years (Amounts Determined Each Year as of September 30)

	2024	2023	2022	2021	2020	2019	2018	2017
District's proportion of net OPEB (asset) liability (%)	0.0633%	0.0640%	0.0644%	0.0592%	0.0589%	0.0599%	0.0631%	0.0636%
District's proportionate share of net OPEB (asset) liability	$ (2,723,971)	$ (362,213)	$ 1,364,921	$ 904,142	$ 3,154,475	$ 4,302,976	$ 5,015,863	$ 5,636,159
District's covered-employee payroll	$ 6,675,175	$ 6,398,085	$ 6,252,728	$ 5,328,155	$ 5,201,950	$ 5,225,163	$ 5,365,512	$ 5,323,821
District's proportionate share of net OPEB (asset) liability as a percentage of its covered-employee payroll	-40.81%	-5.66%	21.83%	16.97%	60.64%	82.35%	93.48%	105.87%
Plan fiduciary net position as a percentage of total OPEB (asset) liability	143.08%	105.04%	83.09%	87.33%	59.44%	48.46%	42.95%	36.39%

Union City Community Schools

Schedule of the District's OPEB Contributions to the MPSERS Plan

Last Eight Fiscal Years (Amounts Determined Each Year as of June 30)

	2025	2024	2023	2022	2021	2020	2019	2018
Statutorily required OPEB contributions	$ 149,383	$ 532,678	$ 490,876	$ 468,208	$ 430,117	$ 424,528	$ 409,586	$ 495,511
OPEB contributions in relation to statutorily required contributions	149,383	532,678	490,876	468,208	430,117	424,528	409,586	495,511
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
District's covered-employee payroll (OPEB)	$ 6,847,632	$ 6,691,570	$ 6,319,833	$ 5,866,579	$ 5,234,177	$ 5,196,790	$ 5,208,683	$ 5,413,302
OPEB contributions as a percentage of covered-employee payroll	2.18%	7.96%	7.77%	7.98%	8.22%	8.17%	7.86%	9.15%

Changes of Benefit Terms: There were no changes of benefit terms in fiscal year 2024.

Changes of Assumptions: For the State's fiscal year ended September 30, 2024:

The recognition period for liabilities, an average of the expected remaining service lives of all employees, changed to 4.4612 from 4.4406 for pension plan employers and to 6.2834 from 6.5099 for OPEB plan employers.

The healthcare cost trend rate was adjusted as follows:
Pre-65: From 7.50% to 7.25% for Year 1
Post-65: From 6.25% to 6.50% for Year 1

Other Supplementary Information

Union City Community Schools
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	Special Revenue Funds		Capital Project Fund	Debt Fund	Total Nonmajor Governmental Funds
	Food Service Fund	Student Activities Fund	Building & Site Fund	2023 Bond Debt Fund	
Assets					
Cash and investments	$ 23,977	$ 173,395	$ 447,488	$ 71	$ 644,931
Due from other funds	-	-	149,449	-	149,449
Inventories	6,940	-	-	-	6,940
Total assets	$ 30,917	$ 173,395	$ 596,937	$ 71	$ 801,320
Liabilities and Fund Balances					
Liabilities:					
Accounts payable	$ 720	$ -	$ -	$ -	$ 720
Due to other funds	13,298	-	-	-	13,298
Accrued salaries and related	4,620	-	-	-	4,620
Total liabilities	18,638	-	-	-	18,638
Fund Balances:					
Nonspendable:					
Inventories	6,940	-	-	-	6,940
Restricted	5,339	173,395	596,937	71	775,742
Total fund balances	12,279	173,395	596,937	71	782,682
Total liabilities and fund balances	$ 30,917	$ 173,395	$ 596,937	$ 71	$ 801,320

See Notes to Financial Statements.

Union City Community Schools

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
Year Ended June 30, 2025

	Special Revenue Funds		Capital Project Fund	Debt Fund	Total Nonmajor
	Food Service Fund	Student Activities Fund	Building & Site Fund	2023 Bond Debt Fund	Governmental Funds
Revenues:					
Local sources	$ 38,294	$ 195,110	$ 783,370	$ -	$ 1,016,774
State sources	96,973	-	-	-	96,973
Federal sources	594,530	-	-	-	594,530
Interdistrict and other	-	-	-	11	11
Total revenues	729,797	195,110	783,370	11	1,708,288
Expenditures:					
Food service activities	706,096	-	-	-	706,096
Student activities	-	176,842	-	-	176,842
Debt service:					
Principal	-	-	-	405,000	405,000
Interest	-	-	-	66,463	66,463
Capital outlay	-	-	580,780	-	580,780
Total expenditures	706,096	176,842	580,780	471,463	1,935,181
Revenues Over (Under) Expenditures	23,701	18,268	202,590	(471,452)	(226,893)
Other Financing Sources (Uses):					
Transfers in	-	-	-	471,413	471,413
Transfers out	(25,000)	-	(471,413)	-	(496,413)
Net other financing sources (uses)	(25,000)	-	(471,413)	471,413	(25,000)
Net Changes in Fund Balances	(1,299)	18,268	(268,823)	(39)	(251,893)
Fund Balances - Beginning of Year	13,578	155,127	865,760	110	1,034,575
Fund Balances - End of Year	$ 12,279	$ 173,395	$ 596,937	$ 71	$ 782,682

See Notes to Financial Statements.

UNION CITY SCHOOL DISTRICT

2024-2025 AUDIT INFORMATION

Comparison of the budget to the actual numbers after the audit has been completed.

REVENUE:

There was an increase in revenue of $282,865. This increase includes the following:

*Dues and Fees from Athletics

*31aa funds (offset by expenses)

*EANS II Section 11b grant (Esser type funds)

*CACC transportation

*Other adjustments with grants (31a, 35j and 35m)

EXPENDITURES:

There was an increase in expenditures of $369,749. The increase includes the following:

*31aa funds (offset by revenue)

*Athletic officials & concession cost

*Missing one month of accrued benefits

*Expense side of 11b grant

*Other adjustments with grants (31a, 35j and 35m)

Ending balance of $1,718,759, with a 12% fund balance

UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT				UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT	
STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE,				STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE,	
TRUST & AGENCY, AND SINKING FUNDS AS OF OCTOBER 31, 2025				TRUST & AGENCY, AND SINKING FUNDS AS OF OCTOBER 31, 2024	
Current Year				**Prior Year**	
Balance as of 9/30/2025				Balance as of 9/30/2024	
General Fund Cash Accounts	5,620,806			General Fund Cash Accounts	699,298
Food Service Checking Accounts	12,479			Food Service Checking Accounts	14,529
Trust & Agency Checking Accounts***	173,194			Trust & Agency Checking Accounts***	152,986
SF Cash	236,273			SF Cash	582,760
2023 Bond Account	71			2023 Bond Account	110
Total Cash On Hand	$6,042,752			Total Cash On Hand	1,449,573
Current Month Activities		**YTD Activities**		**Prior Year-Current Month Activities**	
General Fund Revenue	1,359,206	5,539,158		General Fund Revenue	1,195,052
Food Service Revenue	37,229	79,415		Food Service Revenue	55,893
Trust & Agency Revenue	n/a	6,073		Trust & Agency Revenue	n/a
SF Revenue	43	414		SF Revenue	449
2023 Bond Revenue	26,000	26,000		2023 Bond Revenue	33,210
Total Revenue	$1,396,477	5,625,060		Total Revenue	1,251,395
General Fund Expenses	1,344,941	6,170,723		General Fund Expenses	924,796
Net Payroll	401,334	1,510,585		Net Payroll	367,786
Food Service Expenses	36,354	89,806		Food Service Expenses	41,499
Trust & Agency Expenses	n/a	6,275		Trust & Agency Expenses	n/a
SF Expenses	211,241	562,827		SF Expenses	319,812.70
2023 Bond Expense	25,435	25,435		2023 Bond Expense	33,231.25
Total Expenses	$1,993,871	8,340,215		Total Expenses	1,653,893
Balance as of 10/31/2025				Balance as of 10/31/2024	
General Fund Cash Accounts	5,233,736			General Fund Cash Accounts	601,768
Food Service Checking Accounts	13,353			Food Service Checking Accounts	28,924
Trust & Agency Checking Accounts***	n/a			Trust & Agency Checking Accounts***	152,986
SF Cash	25,075			SF Cash	263,397
2023 Bond Account	637			2023 Bond Account	88
Total Cash On Hand	$5,445,358			Total Cash On Hand	1,047,075

Union City Community Schools
School Service Fund
Combined Statement of Revenue and Expenditures Compared to Budget
For The Peroid Ending
October 31, 2025

	FOOD SERVICE			
	Actual	Proposed Budget	Variance	% of Budget
REVENUE:				
Local Sources	10,558	$ 40,000	$29,442	26.40%
State Sources	939	100,000	99,061	0.94%
Federal Sources	73,041	510,000	436,959	14.32%
INCOMING TRANSFERS	0	0	0	
TOTAL REVENUE	84,538	650,000	$565,462	
EXPENDITURES:				
Salaries	47,644	190,000	(142,356)	25.08%
Employee Benefits	19,175	100,000	(80,825)	19.18%
Purchased Services	8,158	20,000	(11,842)	40.79%
Supplies & Materials	79,467	300,000	(220,533)	26.49%
Capital Outlay	132	-	132	0.00%
Other Expense	195	1,500	(1,305)	13.00%
Other Transactions	0	32,882		
TOTAL EXPENDITURES	154,771	644,382	(456,729)	0.00%
OUTGOING TRANSFERS				
TOTAL EXPENDITURES	154,771	644,382	(456,729)	0.00%
EXCESS REVENUE (EXPENDITURES)	(70,233)	5,618		
BEGINNING FUND BALANCE	12,279	12,279		
ENDING FUND BALANCE	($57,954)	$17,897		

Union City Community Schools
General Fund Statement of Revenue and Expenditure Compared to Budget
For Period Ending October 31, 2025

	YTD ACTIVITY	CURRENT BUDGET	VARIANCE	PERCENT OF BUDGET	
REVENUE					
Local Sources	83,338	$ 1,506,619	(1,423,281)	5.53%	
State Sources	1,232,208	10,837,528	(9,605,320)	11.37%	
Federal Sources	0	277,580	(277,580)	0.00%	
Other Financing Sources	0	580,000	(580,000)	0.00%	
		32,000			
TOTAL REVENUE	**1,315,546**	**13,233,727**	**(11,886,181)**		
EXPENDITURES					
INSTRUCTION					
Basic Program	2,076,602	5,984,217	3,907,615	34.70%	
Added Needs	681,499	2,187,418	1,505,919	31.16%	
Total Instruction	2,758,101	8,171,635	5,413,534		
SUPPORT SERVICE EXPENSE					
Pupil	53,378	671,043	617,665	7.95%	
Improvement Instructional Staff	74,965	197,729	122,764	37.91%	
General Administration	158,582	405,899	247,317	39.07%	Election costs paid in Sept.
School Administration	240,452	764,880	524,428	31.44%	
Fiscal Services	123,843	341,415	217,572	36.27%	
Operation & Maintenance	525,194	1,192,461	667,267	44.04%	Property Insurance paid early in year
Transportation	193,934	718,231	524,297	27.00%	
Central Support	107,455.70	216,404	108,948	49.66%	Software subscriptions paid early in year
Athletics	179,818	573,387	393,569	31.36%	
Community Services	2,261	6,200	3,939	36.46%	
Payments to Other Govt Units	636		(636)	0.00%	
Site Improvement Services	921,484		(921,484)	0.00%	MS/HS Consol. Grant exp
Prior Period Adjustments	0		0	0.00%	
Debt Service	35,975	36,159	184	0.00%	
Fund Modification to Food Service	0	0	0	0.00%	
Total Support Services	2,617,977	5,123,808	2,921,310		
TOTAL EXPENDITURES	**5,376,077**	**13,295,443**	**8,334,844**		
EXCESS REVENUE (EXPENDITURES)	**($4,060,531)**	**($61,716)**			
Non-spendable (inventory)	10,410	10,410			
Assigned (Capital Expenditures)	75,000	75,000			
Unassigned (Undesignated)	1,633,349	1,633,349			
BEGINNING FUND BALANCE	**$1,718,759**	**$1,718,759**	**Audited beginning fund balance**		
ENDING FUND BALANCE	**($2,341,772)**	**$1,657,043**			

MS/HS Consolidation Grant expenses will fall a month before revenue.

UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT		
STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE,		
TRUST & AGENCY, AND SINKING FUNDS AS OF OCTOBER 31, 2025		
Current Year		
Balance as of 9/30/2025		
General Fund Cash Accounts	5,620,806	
Food Service Checking Accounts	12,479	
Trust & Agency Checking Accounts***	173,194	
SF Cash	236,273	
2023 Bond Account	71	
Total Cash On Hand	$6,042,752	
Current Month Activities		**YTD Activities**
General Fund Revenue	1,359,206	5,539,158
Food Service Revenue	37,229	79,415
Trust & Agency Revenue	n/a	6,073
SF Revenue	43	414
2023 Bond Revenue	26,000	26,000
Total Revenue	$1,396,477	5,625,060
General Fund Expenses	1,344,941	6,170,723
Net Payroll	401,334	1,510,585
Food Service Expenses	36,354	89,806
Trust & Agency Expenses	n/a	6,275
SF Expenses	211,241	562,827
2023 Bond Expense	25,435	25,435
Total Expenses	$1,993,871	8,340,215
Balance as of 10/31/2025		
General Fund Cash Accounts	5,233,736	
Food Service Checking Accounts	13,353	
Trust & Agency Checking Accounts***	n/a	
SF Cash	25,075	
2023 Bond Account	637	
Total Cash On Hand	$5,445,358	

UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT	
STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE,	
TRUST & AGENCY, AND SINKING FUNDS AS OF OCTOBER 31, 2024	
Prior Year	
Balance as of 9/30/2024	
General Fund Cash Accounts	699,298
Food Service Checking Accounts	14,529
Trust & Agency Checking Accounts***	152,986
SF Cash	582,760
2023 Bond Account	110
Total Cash On Hand	1,449,573
Prior Year-Current Month Activities	
General Fund Revenue	1,195,052
Food Service Revenue	55,893
Trust & Agency Revenue	n/a
SF Revenue	449
2023 Bond Revenue	33,210
Total Revenue	1,251,395
General Fund Expenses	924,796
Net Payroll	367,786
Food Service Expenses	41,499
Trust & Agency Expenses	n/a
SF Expenses	319,812.70
2023 Bond Expense	33,231.25
Total Expenses	1,653,893
Balance as of 10/31/2024	
General Fund Cash Accounts	601,768
Food Service Checking Accounts	28,924
Trust & Agency Checking Accounts***	152,986
SF Cash	263,397
2023 Bond Account	88
Total Cash On Hand	1,047,075

Union City Community Schools, Branch and Calhoun Counties, Michigan (the "Issuer")

A regular meeting of the board of education of the Issuer (the "Board") was held in the _____, within the boundaries of the Issuer, on the 17th day of November, 2025, at _____ o'clock in the __.m. (the "Meeting").

The Meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

1. By resolution adopted on September 15, 2025 (the "Bond Resolution"), this Board authorized the issuance of not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000) 2025 School Building and Site Bonds, Series I (the "Bonds"); and

2. Pursuant to the Bond Resolution, the Issuer delegated authority to the Superintendent of Schools and/or the Business Manager (each an "Authorized Officer") to accept a bid on behalf of this Board for the sale of the Bonds within the parameters established in the Bond Resolution; and

3. On October 30, 2025, the Issuer received two (2) bids for the purchase of the Bonds, which were presented to an Authorized Officer for consideration; and

4. Based upon the written recommendation of the Issuer's financial consulting firm, an Authorized Officer accepted the offer of Robert W. Baird & Co., Inc. (the "Purchaser"), to purchase the Bonds pursuant to the authority delegated in the Bond Resolution, and the Board desires to ratify and affirm the acceptance of the offer.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Authorized Officer's acceptance of the offer of the Purchaser as set forth in its bid, and the terms and conditions set forth therein, presented to the Authorized Officer on October 30, 2025, to purchase the Bonds at a purchase price of $2,497,413.15, which is the par value of the Bonds, plus an original issue premium of $94,239.90, less the Underwriter's discount of $46,826.75 (including $12,000 to pay the cost of bond insurance), is hereby ratified and affirmed. The Bonds shall be issued in the mutually adjusted aggregate principal amount of $2,450,000 and designated 2025 School Building and Site Bonds, Series I (General Obligation - Unlimited Tax).

2. The Bonds shall be dated November 20, 2025, and shall mature on May 1 of the years 2026 to 2035, inclusive, 2039 and 2042, on which interest is payable commencing May 1, 2026 and semi-annually thereafter on November 1 and May 1, at the rates and in the principal amounts set forth in Exhibit A and shall be subject to optional and mandatory redemption as set forth herein.

3. The Bonds or portions of Bonds in multiples of $5,000, maturing on or after May 1, 2039, shall be subject to redemption prior to maturity, at the option of the Issuer in such order as the Issuer may determine and by lot within any maturity, on any date occurring on or after May 1, 2035, at par plus accrued interest to the redemption date.

THRUN LAW FIRM, P.C.

4. The Bonds due May 1, 2039 and May 1, 2042, are term bonds subject to mandatory redemption in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with interest thereon to the redemption date, as set forth below.

Bonds due May 1, 2039		Bonds due May 1, 2042	
Redemption Date	Principal Amount	Redemption Date	Principal Amount
May 1, 2036	$80,000	May 1, 2040	$90,000
May 1, 2037	85,000	May 1, 2041	95,000
May 1, 2038	90,000	May 1, 2042 (maturity)	95,000
May 1, 2039 (maturity)	90,000		

When term bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

5. Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the registered owner's or owners' registered address shown on the registration books kept by the Paying Agent (the "Paying Agent"). The Bonds shall be called for redemption in multiples of $5,000, and Bonds of denominations of more than $5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by $5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the registered owner thereof.

If less than all of the Bonds of any maturity shall be called for redemption, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Any Bonds selected for redemption which are deemed to be paid in accordance with the provisions of the Bond Resolution and this resolution will cease to bear interest on the date fixed for redemption. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

6. Blank Bonds with the manual or facsimile signatures of the President and Secretary affixed thereto, shall, at the direction of bond counsel and as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

The Bonds shall be registered as to principal and interest in the name of the Purchaser and are transferable as provided in the Bond Resolution only upon the books of the Issuer kept for that purpose by the Paying Agent, by the registered owner thereof in person or by an agent of the owner duly authorized in writing, upon the surrender of the Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the registered owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of $5,000, or any integral multiple thereof, not exceeding the aggregate principal amount for each maturity.

7. The Treasurer is further directed to cause the proceeds from the sale of the Bonds to be credited to the herein established BOND ISSUANCE FUND in the amount of the anticipated costs of issuance for the Bonds and the remainder of the bond proceeds to be deposited in the herein established CAPITAL PROJECTS FUND and to cause the premium that is intended to be used for capital purposes, if any, to be deposited to the CAPITAL PROJECTS FUND and other premium and accrued interest received at the time of delivery to be transferred to the 2025 SCHOOL BOND DEBT RETIREMENT FUND. Any amounts remaining in the BOND

THRUN LAW FIRM, P.C.

ISSUANCE FUND after payment of all costs of issuance for the Bonds shall be transferred to the CAPITAL PROJECTS FUND.

8. Upon delivery of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds and the balance of the Bond proceeds shall be used as follows:

A. The approximate sum of $73,620.12 shall be used to pay the costs of issuance of the Bonds, and any balance remaining from that sum after paying the costs of issuance shall be deposited in the 2025 Capital Projects Fund.

B. The sum of $2,423,793.03 shall be deposited to the 2025 Capital Projects Fund.

9. The Issuer hereby appoints UMB Bank, N.A., Grand Rapids, Michigan, as Paying Agent-Bond Registrar and directs an Authorized Officer to execute for and on behalf of the Issuer a Paying Agent-Bond Registrar Agreement.

10. The Issuer hereby designates the Bonds of this issue as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended. In making said designation, the Issuer determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Issuer or entities which issue obligations on behalf of the Issuer during calendar year 2025 will not exceed $10,000,000.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

_____

Secretary, Board of Education

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

_____

Secretary, Board of Education

FGH/keh

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EXHIBIT A

UNION CITY COMMUNITY SCHOOLS
COUNTIES OF BRANCH AND CALHOUN, STATE OF MICHIGAN
2025 BUILDING AND SITE BONDS, SERIES I
FINAL NUMBERS

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		YTM	Call Date	Call Price	Dollar Price
05/01/2026	Serial Coupon	5.000%	3.020%	600,000.00	100.870%		-	-	-	605,220.00
05/01/2027	Serial Coupon	5.000%	2.910%	785,000.00	102.939%		-	-	-	808,071.15
05/01/2030	Serial Coupon	5.000%	2.850%	65,000.00	108.919%		-	-	-	70,797.35
05/01/2031	Serial Coupon	5.000%	2.870%	70,000.00	110.668%		-	-	-	77,467.60
05/01/2032	Serial Coupon	5.000%	2.930%	75,000.00	112.079%		-	-	-	84,059.25
05/01/2033	Serial Coupon	5.000%	3.020%	75,000.00	113.115%		-	-	-	84,836.25
05/01/2034	Serial Coupon	5.000%	3.050%	75,000.00	114.423%		-	-	-	85,817.25
05/01/2035	Serial Coupon	5.000%	3.150%	80,000.00	115.013%		-	-	-	92,010.40
05/01/2039	Term 1 Coupon	4.000%	3.600%	345,000.00	103.177%	c	3.698%	05/01/2035	100.000%	355,960.65
05/01/2042	Term 2 Coupon	4.000%	4.000%	280,000.00	100.000%		-	-	-	280,000.00
Total		-	-	$2,450,000.00	-		-	-	-	$2,544,239.90

Bid Information

Par Amount of Bonds	$2,450,000.00
Reoffering Premium or (Discount)	94,239.90
Gross Production	$2,544,239.90
Total Underwriter's Discount (1.422%)	$(34,826.75)
Bond Insurance Premium paid by Underwriter	(12,000.00)
Bid (101.935%)	2,497,413.15
Total Purchase Price	$2,497,413.15
Bond Year Dollars	$12,975.69
Average Life	5.296 Years
Average Coupon	4.3472785%
Net Interest Cost (NIC)	3.9818788%
True Interest Cost (TIC)	3.9323619%

Marked PDF of Changes

Tracked Changes to the Board Policy Manual June 11, 2025

Note: use the Bookmarks tab to quickly access different updates in this PDF



THRUN
LAW FIRM, P.C.
POLICY SERVICE

[The highlighted Policy titles are optional policies. If the District elects not to adopt one or more of these Policies, please mark the Policy as "Intentionally Left Blank" after the Policy number.]

TABLE OF CONTENTS

SERIES 1000: POLICY OVERVIEW, MISSION STATEMENT, AND DEFINITIONS

1100 Policy Overview
1101 General Policy Statement

1200 Mission Statement
1201 Mission Statement

1300 Creation, Amendment, and Posting of Policies
1301 Creation, Amendment, and Posting of Policies

1400 Definitions
1401 Definitions

SERIES 2000: BYLAWS

2100 Official Description, Purpose, and Board Organization
2101 Roles of the Board and Board Members
2102 School District's Legal Name and Status
2103 School District Boundaries
2104 Student Representative on the Board or Intentionally Left Blank

2200 Board Powers
2201 Board Powers
2202 Authority to Enter into Contracts
2203 Authority to Establish Curriculum

2300 Board Member Conduct
2301 Conflict of Interest
2302 Board Code of Ethics
2303 Violation of Board Code of Ethics
2304 Gifting
2305 Board Member Reimbursement and Travel Expenses
2306 Board Member Compensation or Intentionally Left Blank

2400 Board Membership and Duties
2401 Board Member Elections
2402 Acceptance of Office and Oath of Office
2403 Board Member Terms of Office
2404 Board Member Vacancies and Appointments
2405 Board Officers
2406 Board Officers' Duties

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2500 Board Meetings and Open Meetings Act Compliance

2501 Meetings
2501A Electronic Board of Education Meetings
2501A-F-1 Electronic Board Meeting Checklist
2501A-F-2 Advance Notice of Remote Participation
2501A-F-3 Electronic Board Meeting Notice
2501A-F-4 Affidavit of Website Posting of Public Notice of Electronic Board Meeting
2502 Board Meeting Agenda
2503 Voting Requirements
2504 Public Participation at Board Meetings
2505 Board Committees
2506 Organizational Meetings

SERIES 3000: OPERATIONS, FINANCE, AND PROPERTY

3100 General Operations

3101 Insurance
3102 Smoking, Tobacco Products, Drugs, and Alcohol
3103 Copyright Compliance
3104 School Cameras and Monitoring
3105 Visitors and Volunteers
3106 Booster Clubs, PTOs, and Other Support Groups
3106-F Booster Clubs, PTOs, and Other Support Groups
3107 Use of Detection Dogs
3108 Service Animals
3109 Curricular Animals
3110 Data Breach Response
3111 Drones
3112 Hours and Days of School Operations
3113 Social Security Numbers
3114 Litigation
3115 Non-Discrimination, Anti-Harassment, and Non-Retaliation
3115A Definitions for 3115 Series
3115B Designation of Coordinators
3115C Supportive Measures
3115D Informal Resolution
3115E Grievance Procedure and Remedies
3115F Complaint Dismissal and Appeals
3115G Intentionally Left Blank
3115H Training Requirements, Recordkeeping, and Policy Notice
3115-F-1 Discrimination, Harassment, and Retaliation Complaint Form
3116 District Technology and Acceptable Use
3117 Intellectual Property
3118 Title IX Sexual Harassment
3118-F-1 Title IX Sexual Harassment Formal Complaint Form
3119 Experimental or Pilot Programs or Intentionally Left Blank

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3120 Head Start COVID-19 Mitigation or Intentionally Left Blank
3121 Public School Academy Authorization or Intentionally Left Blank

3200 Finance and Borrowing
3201 Accounting
3201A Financial Management for Federal Awards or Intentionally Left Blank
3202 Budget and Truth in Budgeting/Taxation Hearings
3203 Deposits
3204 Investment of Funds
3205 Disbursements
3206 Property Tax Levies
3207 School Activities Fund
3208 Surety Bonds of District Officials or Intentionally Left Blank
3209 Debit/Credit Cards
3210 Borrowing
3211 Post-Issuance Tax Compliance
3212 Post-Issuance Disclosure Compliance
3213 Electronic Transactions of Funds and Automated Clearing House Arrangements

3300 Facilities, Real and Personal Property
3301 Purchasing and Procurement
3301A Purchasing and Procurement with Federal Funds
3302 Acquisition of Real Property
3303 Gifts and Donations
3303-F Gifts and Donations Form
3304 Use of District Property
3305 Sale or Lease of District Property
3306 Construction Bidding
3307 Construction Administration
3308 Distribution of Printed Material and Advertising in School
3309 Bus Inspections

3400 School Safety and Security
3401 School Cancellation, Delay, and Early Dismissal
3402 Drills, Plans, and Reports
3403 Reporting Accidents
3404 Communicable Diseases
3405 Bloodborne Pathogens
3406 Integrated Pest Management
3407 Asbestos Management
3408 Firearms and Weapons
3409 Intentionally Left Blank
3410 Opioid Antagonist or Intentionally Left Blank

3500 FOIA Requests and Record Retention
3501 Freedom of Information Act
3501-AG Freedom of Information Act Procedures and Guidelines

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3501-F-1 Sample FOIA Request Form
3501-F-2 Certificate of Non-Existence of Public Record
3501-F-3 Standard Form for Detailed Itemization of Fee Amounts
3502 Record Retention

SERIES 4000: DISTRICT EMPLOYMENT

4100 Employee Rights and Responsibilities
4101 Non-Discrimination
4102 Anti-Harassment
4103 Whistleblowers' Protection
4104 Employment Complaint Procedure for Allegations Implicating Civil Rights
4105 Disability Workplace Accommodations for Employees and Applicants
4105A Pregnancy Workplace Accommodations for Employees and Applicants or Intentionally Left Blank
4105B Religious Workplace Accommodations for Employees and Applicants
4106 Family and Medical Leave Act (FMLA) or Intentionally Left Blank
4107 Military Leave
4108 Union Activity and Representation
4109 Break Time for Nursing Mothers or Intentionally Left Blank
4110 Reimbursement
4111 Professional Development
4112 Extracurricular Employees or Volunteers
4113 Michigan Earned Sick Time Act (ESTA)
4113-F Michigan Earned Sick Time Act (ESTA) Form

4200 Employee Conduct and Ethics
4201 Employee Ethics and Standards
4201-AG Employee Ethics and Standards – Time and Effort Reporting
4202 Children's Protective Services (CPS) and Adult Protective Services (APS) Reporting and Student Safety and Welfare
4203 Corporal Punishment and Limited Use of Reasonable Force
4203-AG Corporal Punishment and Limited Use of Reasonable Force
4204 Confidentiality of Student Information
4205 Hiring and Background Checks
4205-AG-1 Criminal Justice Information Security (Non-Criminal Justice Agency)
4206 Employment Contracts
4207 Third-Party Contracting
4208 Applicant and Employee Criminal Arrest, Charge, Conviction
4209 Abortion Referrals and Assistance or Intentionally Left Blank
4210 Drug and Alcohol Free Workplace; Tobacco Product Restrictions
4211 Alcohol and Controlled Substances for Transportation Employees Subject to the Omnibus Transportation Employee Testing Act or Intentionally Left Blank
4212 Employee Assistance Program
4213 Anti-Nepotism
4214 Outside Activities and Employment
4215 District Technology and Acceptable Use

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4216 Personal Communication Devices
4217 Social Media
4218 Employee Dress and Appearance
4219 Attendance
4220 Use or Disposal of District Property
4221 Employee Speech
4222 Unauthorized Work Stoppage and Strikes
4223 Resignation
4224 Personnel Files and Payroll Information
4225 Temporary Remote Work or Intentionally Left Blank
4226 Intentionally Left Blank
4227 False Medicaid Claims or Intentionally Left Blank
4228 No Expectation of Privacy
4229 Acceptable Use of Generative Artificial Intelligence or Intentionally Left Blank

4300 Non-Exempt Staff
4301 Definition
4302 Minimum Wage and Overtime
4303 Compensatory Time or Intentionally Left Blank
4304 Employee Timekeeping Responsibilities
4305 Intentionally Left Blank
4306 Assignment and Transfer
4307 Performance Evaluation
4308 Reduction and Recall of Non-Exempt Staff
4309 Discipline and Termination

4400 Professional Staff
4401 Definition
4402 Placement
4403 Performance Evaluation
4404 Performance Based Compensation for Teachers or Intentionally Left Blank
4405 Reduction in Force and Recall
4406 Professional Improvement Sabbaticals
4407 Discipline
4408 Termination
4409 Non-Renewal

4500 Administrators/Supervisors
4501 Definition
4502 Assignment and Transfer
4503 Performance Evaluation
4504 Performance Based Compensation for Administrators/Supervisors or Intentionally Left Blank
4505 Reduction and Recall
4506 Discipline
4507 Termination
4508 Administrator Non-Renewal

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4600 The Superintendent

4601 General
4602 Hiring
4603 Performance Evaluation
4604 Absence/Incapacity
4605 Gifts and Donations
4606 Discipline and Termination
4607 Non-Renewal

SERIES 5000: STUDENTS, CURRICULUM, AND ACADEMIC MATTERS

5100 Student Rights

5101 Student Expression
5102 Lockers
5103 Search and Seizure
5104 Age of Majority
5105 Collaboration with Outside Entities
5106 Intentionally Left Blank

5200 Student Conduct and Discipline

5201 Investigations, Arrests, and Other Law Enforcement Contact
5202 Unlawful Discrimination, Harassment, and Retaliation Against Students
5203 Hazing
5204 Student Appearance and Dress Code
5205 Student Handbooks
5206 Student Discipline
5206A Due Process
5206B Students with Disabilities
5206C Reinstatement Following Expulsion
5206D Enrollment Following Misconduct at Another Public or Nonpublic School or Intentionally Left Blank
5206E Suspension from Class, Subject, or Activity by Teacher
5207 Anti-Bullying Policy
5208 Student Acceptable Use and Internet Safety Policy
5209 Student Use of Cell Phone and Electronic Communication Devices
5210 GPS Tracking Device with Audio Surveillance Capabilities or Intentionally Left Blank
5211 Emergency Use of Seclusion and Restraint
5212 Registered Sex Offenders – Students
5213 Personal Protection Orders Against Students

5300 Student Enrollment, Attendance, and Records

5301 Compulsory Attendance, Absenteeism, and Truancy
5302 Enrollment in Kindergarten or Intentionally Left Blank
5303 Student Enrollment and Withdrawal
5304 Nonpublic School Students; Part-Time Attendance
5305 Schools-of-Choice

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5306 Foreign Students
5307 Homeless Students
5308 Protection of Pupil Rights
5309 Student Records and Directory Information

5400 Curriculum, Instruction, and Parent Involvement
5401 Parent Involvement in Education
5402 Communication with Parents
5403 Rights of Non-Custodial Parents
5404 Free Textbooks, Materials, and Charging of Fees and Fines
5405 Title I Parent and Family Engagement Policy or Intentionally Left Blank
5406 Title I Funds
5407 Instructional Program and Curriculum Development
5408 Intentionally Left Blank
5409 Academic Credits and Graduation
5410 Commencement
5411 Student Promotion, Retention, and Placement
5412 Class Rank or Intentionally Left Blank
5413 Senior Recognition or Intentionally Left Blank
5414 Completion Certificates or Intentionally Left Blank
5415 Summer School
5416 Homebound and Hospitalized Instruction
5417 Homework or Intentionally Left Blank
5418 Grades
5419 Reading Assessments, Instruction, Intervention, and Retention
5420 Sex Education
5421 Work-Based Learning Experience or Intentionally Left Blank

5500 School Sponsored and Extracurricular Activities
5501 Fundraising Activities
5502 Student Government or Intentionally Left Blank
5503 Bulletin Boards and Other Student Postings
5504 School-Sponsored Publications and Productions
5505 School Attendance on Days of Scheduled Activities or Intentionally Left Blank
5506 Field Trips
5507 Extracurricular Activities
5508 Extracurricular and Athletic Trips
5509 Public Appearances of School Groups or Intentionally Left Blank
5510 Student-Initiated, Non-Curricular Clubs
5511 Secret Organizations

5600 Student Support Services
5601 Special Education
5602 Independent Educational Evaluation
5603 Section 504
5604 Student Assistance Process

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5700 Student Health and Safety

5701 Abuse and Neglect
5702 Student Illness and Injury
5703 Medications
5704 Student Insurance
5705 Emergency Anaphylaxis
5706 Intentionally Left Blank
5707 School Wellness Policy
5708 Do Not Resuscitate Orders
5708-AG Do Not Resuscitate Orders
5709 Lice, Nits, and Bed Bugs
5710 Student Suicide Prevention
5711 Toilet Training or Intentionally Left Blank
5712 Concussion Awareness
5713 Immunizations and Communicable Diseases
5714 Threat Assessment and Response or Intentionally Left Blank
5715 Student Oral Health Assessment

5800 Miscellaneous

5801 Closed Campus or Intentionally Left Blank
5802 Student Transportation
5803 Student Driving and Parking
5804 Work Permits
5805 Student Audio and Video Recording
5806 Recording of District Meetings
5807 Pledge of Allegiance
5808 Family Night or Intentionally Left Blank

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Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2504 Public Participation at Board Meetings

Any member of the public may address the Board at a Board meeting, subject to the following rules:

A. Except during a public participation portion of a Board meeting, no member of the public or other person may address the Board during a public meeting without the express permission of the President or other presiding officer.

B. The Board will follow public participation rules that balance the District's interest in an orderly public meeting with ~~the public's~~an individual's First Amendment rights. A copy of these rules and any additional public participation rules adopted by the Board will be made available at Board meetings. The Board's public participation rules include, but are not limited to, the following:

1. before addressing the Board, a member of the public will state their name and address;

2. each person's public comments are limited to [ ] minutes per public participation period. This time limit may be adjusted by the President or other presiding officer to facilitate public participation at Board meetings;

3. persons who are part of a group or organization or who share similar viewpoints are encouraged to designate a spokesperson to address the Board;

4. public comments of a personal nature are prohibited when: (a) the comments are unrelated to the manner in which a Board member or District employee performs that person's duties, and (b) the comments cause a substantial disruption to the meeting;

5. any public comment not protected by the First Amendment of the U.S. Constitution is prohibited;

6. Board members may ask questions of the speakers but are not required to answer questions or make statements in response to a public comment;

7. written statements and documents presented to the Board by a public participant or group are public records and must be given to the Secretary or designee; and

8. any audio recording, video recording, broadcasting, or telecasting must be performed from the seating area designated for the public or in the area otherwise designated by the President, Superintendent, or designee, and must not disrupt the meeting.

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C. Once the President or other presiding officer has determined that each member of the public requesting to do so has had a reasonable opportunity to address the Board during a public participation portion of a Board meeting, the President or other presiding officer will announce that the public participation portion of the meeting has ended.

D. If the President or other presiding officer determines that a member of the public has violated 1 or more of the above rules and refuses to come into compliance with those rules, the member of the public will lose the right to speak during public comment at that meeting. A person who persistently engages in disorderly conduct or otherwise breaches the peace at a Board meeting, after notice from the President or other presiding officer, may be removed.

Legal authority: U.S. Const, amend. I; MCL 15.263(1), 15.263(5); MCL 380.1808

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3100 General Operations

3110 Data Breach Response

"Data breach," as used in this Policy, means "a breach of the security database" as defined in the Michigan Identity Theft Protection Act.

If the District experiences a data breach or receives notice of a breach of a database with District data, the Superintendent or designee, with the assistance of other staff or consultants as necessary, must do the following:

A. Assess and Investigate the Data Breach

1. Make a reasonable effort to identify the cause of the data breach and secure known access points.

2. Promptly conduct a reasonable investigation to determine the extent of the data breach and the identity of persons whose personal information has been compromised. The investigation will include, to the extent possible, an assessment of the software, hardware, and physical documents that were accessed; which personnel and third parties had access to the compromised data; and what specific information was compromised.

3. Contact legal counsel, insurance carriers, and any other person or consultant necessary to investigate the cause of or response to the data breach. If appropriate, the Superintendent or designee may also contact law enforcement.

B. Notifications Involving Michigan Resident Data

1. Promptly notify:

a. each Michigan resident whose personal information was accessed, including encrypted information, if the person accessing the information also had unauthorized access to the encryption key; and

b. any other person or organization that owns or licenses data subject to a data breach affecting a Michigan resident.; and

c. each consumer reporting agency that compiles and maintains files on consumers on a nationwide basis, if more than 1,000 Michigan residents receive notice of the breach.

2. Notices must:

a. be in writing;

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b. describe the data breach in general terms, the type of personal information accessed in the data breach, the District's response to protect data from further breaches, and remind the affected person of the need to remain vigilant for incidents of fraud and identity theft;

c. include the District's telephone number and any other telephone number where the recipient may receive additional information; and

d. whenever possible, be mailed to the postal address of the affected person.

C. If a data breach or other digital intrusion compromises information of a non-Michigan resident, comply with the data breach notification law of that resident's state.

Legal authority: MCL 445.63, 445.72

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115 Non-Discrimination, Anti-Harassment, and Non-Retaliation

The District does not discriminate on the basis of race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally protected basis in admission, access to District programs and activities, or employment. Unlawful discrimination, including unlawful harassment and retaliation, in District programs, services, and activities is prohibited.

Title IX sexual harassment is covered by Policy 3118.

A contract to which the District is a party will be read to include a covenant by the contractor and its subcontractors not to discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, national origin, religion, sex~~, (including pregnancy, gender identity, or~~ sexual orientation~~)~~, gender identity or expression, pregnancy, age, height, weight, and marital status.

The Board directs the Superintendent or designee to designate one or more employees to serve as the District's applicable Coordinator(s), as described in Policy 3115B.

A. Definitions: For definitions related to the District's non-discrimination, anti-harassment, and non-retaliation policy, including examples of prohibited conduct, see Policy 3115A – Definitions.

B. Designation of Coordinators: To find the appropriate coordinator/compliance officer, see Policy 3115B – Designation of Coordinators.

C. Supportive Measures: For more information about supportive measures, see Policy 3115C – Supportive Measures.

D. Informal Resolution: For more information about informal resolution, see Policy 3115D – Informal Resolution.

E. Grievance Procedure and Remedies: For more information about the grievance procedure for investigating unlawful discrimination, harassment, and retaliation complaints, and for possible remedies, see Policy 3115E – Grievance Procedure and Remedies.

F. Complaint Dismissal and Appeals: For more information about dismissing a complaint, appealing a complaint dismissal, or appealing a determination of responsibility, see Policy 3115F – Complaint Dismissal and Appeals.

G. Reserved

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H. Training and Notice: For more information about training requirements and notice of the District's non-discrimination policy, see Policy 3115H – Training Requirements and Policy Notice.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted:

Date revised:

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Series 3000: Operation, Finance, and Property

3100 General Operations

3115-F-1 Discrimination, Harassment, and Retaliation Complaint Form

District Letterhead

This form is being submitted by: _____

Complainant Name: _____

Phone: _____ Email: _____

If the Complainant is a student:

Date of Birth: _____ Grade: _____

School Building Attending: _____

If the Complainant is an employee:

Job Title: _____ Building: _____

Complaint Details

Reporter's Name and Relationship to Complainant: _____

_____

Reporter's Phone: _____ Reporter's Email: _____

Respondent's Name: _____

Respondent's Relationship to Complainant: _____

1. Describe the alleged discrimination that you are requesting the District investigate. Please be specific. Describe the incident(s) and identify the individuals and potential witnesses involved. Describe or attach any evidence you believe is relevant. Attach additional pages if needed.

_____

_____

_____

_____

_____

_____

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2. Describe the date/time/location(s) of the alleged incident(s).

3. What would you like the District to do to remedy the situation?

Signature Date

For more information about the District's complaint investigation process, see Policies 3115 through 3115H.

A person alleging discrimination may file a Complaint using the District's Grievance Procedure. A Complaint may also be filed at any time with the Office for Civil Rights (OCR), U.S. Department of Education, ~~1350 Euclid Avenue~~1244 Speer Boulevard, Suite ~~325, Cleveland, OH 44115~~310, Denver, Colorado, 80204-3582. Filing a Complaint with the District is not a prerequisite to filing with OCR.

Use of this form is not required, but it does assist the District in gathering data related to the Complaint to ensure a prompt investigation. A Complainant's failure to use this form will not be the basis to delay an investigation.

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115A Definitions for 3115 Series

A. The following definitions apply to policies 3115-3115H, 4101, 4102, and 5202, which address non-discrimination, anti-harassment, and non-retaliation:

1. "Appeals Officer" means a person who is designated to hear a determination appeal or a dismissal appeal. The Appeals Officer may not be the same person as the Coordinator, Decisionmaker, Investigator, or Informal Resolution Facilitator.

2. "Complainant" means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination and who was participating or attempting to participate in the District's education program or activity at the time of the alleged Unlawful Discrimination.

3. "Complaint" means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Unlawful Discrimination.

4. "Coordinator" means the person(s) designated by the District to coordinate the District's compliance with state and federal non-discrimination laws. The Coordinator may be the same person as the Investigator and Decisionmaker.

5. "Day" means a day that the District's central office is open for business, unless otherwise indicated.

6. "Decisionmaker" means the person designated to issue a determination as to whether Unlawful Discrimination occurred. The Decisionmaker may be the same person as the Coordinator and Investigator.

7. "Disciplinary Sanctions" means consequences imposed on a Respondent following a determination that the Respondent engaged in Unlawful Discrimination.

8. "Grievance Procedure" means the process outlined in Policy 3115E.

9. "Informal Resolution Facilitator" means the person designated to facilitate an informal resolution process. The Informal Resolution Facilitator may not be the same person as the Investigator or the Decisionmaker.

10. "Investigator" means the person designated to investigate a complaint of Unlawful Discrimination. The Investigator may be the same person as the Coordinator and Decisionmaker.

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11. “Key Role” means Coordinator, Investigator, Decisionmaker, Informal Resolution Facilitator, or Appeals Officer.

12. “Party” means a Complainant or Respondent.

13. “Remedies” means measures provided, as appropriate, to a Complainant or any other person the District identifies as having had their equal access to the District’s education program or activity limited or denied by Unlawful Discrimination. These measures are provided to restore or preserve that person’s access to the District’s education program or activity after the District determines that Unlawful Discrimination occurred.

14. “Respondent” means a person who is alleged to have violated the District’s prohibition on Unlawful Discrimination.

15. “Retaliation” means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District’s education program or activity, for the purpose of interfering with any right or privilege secured by the 3115 Policy Series, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the 3115 Policy Series. Retaliation does not include a requirement that a District employee participate in a Grievance Procedure.

16. “Supportive Measures” means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to:

    a. restore or preserve that Party’s access to the District’s education program or activity, including measures that are designed to protect the safety of the Parties or the District’s educational environment; or

    b. provide support during the District’s Grievance Procedure or during an informal resolution process.

17. “Unlawful Discrimination” means to treat a person differently or less favorably due to the person’s race, color, national origin, ethnicity, religion, sex ~~(including~~ , sexual orientation, gender identity or expression, ~~sexual orientation, or~~ pregnancy~~)~~, age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally protected basis or any other legally protected class, and includes unlawful harassment and retaliation based on a person’s membership in a protected classification.

B. Examples of Unlawful Harassment

Unlawful harassment may include, but is not limited to:

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1. ***Race, Color, or National Origin Harassment,*** which is prohibited by Title VI and Title VII of the Civil Rights Act of 1964 and the Michigan Elliott-Larsen Civil Rights Act. Race, color, or national origin harassment is unwelcome conduct based on a person's actual or perceived race, color, or national origin that creates a hostile environment or becomes a condition of continued employment. Race includes traits historically associated with race, including, but not limited to, hair texture and protective hairstyles. Race, color, or national origin harassment may take many forms, including slurs, taunts, stereotypes, or name-calling, as well as racially motivated physical threats, attacks, or other hateful conduct.

   Under this Policy, harassment based on ethnicity, ancestry, or perceived ancestral, ethnic, or religious characteristics, will be considered race, color, or national origin harassment.

2. ***Disability Harassment,*** which is prohibited by the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Michigan Persons with Disabilities Civil Rights Act. Disability harassment is unwelcome conduct based on a person's actual or perceived disability that creates a hostile environment or becomes a condition of continued employment. Disability harassment may take many forms, including slurs, taunts, stereotypes, or name-calling, as well as disability motivated physical threats, attacks, or other hateful conduct.

3. ***Sex-Based Harassment,*** which is prohibited by Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Michigan Elliott-Larsen Civil Rights Act, and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy, sexual orientation, and gender identity. Title IX sexual harassment is governed by Policy 3118.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3100 General Operations

3118 Title IX Sexual Harassment

Consistent with Policy 3115, the District prohibits unlawful sex discrimination, including harassment and retaliation, in any of its education programs or activities in accordance with Title IX of the Education Amendments of 1972 and its implementing regulations.

This Policy addresses allegations of Title IX sexual harassment that occurred on or after August 14, 2020 unless the District previously investigated the allegations under a different policy pursuant to the now-vacated Title IX 2024 regulations. Allegations of discrimination, harassment, or retaliation not covered by this Policy should be addressed under the District's applicable non-discrimination or anti-harassment policies. Allegations alleging both Title IX sexual harassment and other forms of Unlawful Discrimination and Unlawful Harassment (e.g., race, age, disability) that cannot be reasonably separated into distinct complaints should be investigated under this Policy. Complaints that include allegations of Title IX sexual harassment may be investigated under this Policy or bifurcated and investigated pursuant to the applicable Grievance Procedure under Policies 3115-3115H. Investigating other forms of discrimination, including harassment and retaliation, pursuant to this Policy will fulfill the District's investigation requirements under Policies 3115-3115H, 4104, and 5202, but nothing in this paragraph limits the District's right to determine at any time that a non-Title IX allegation should be addressed under Policies 3115-3115H, 4104 or 5202 or any other applicable Policy.

The Board directs the Superintendent or designee to designate one or more employees who meet the training requirements in Section M of this Policy to serve as the District's Title IX Coordinator(s). The Title IX Coordinator will designate an Investigator, Decision-Maker, and Appeals Officer, if applicable, for each Formal Complaint made under this Policy. If a Formal Complaint is made under this Policy against the Title IX Coordinator, the Board President will designate the persons who will serve as the Investigator, Decision-Maker, and Appeals Officer and will work with District administrators to ensure that all other requirements of this Policy are met.

The Investigator, Decision-Maker, Appeals Officer, and Informal Resolution Facilitator cannot be the same person on a specific matter, and the persons designated to serve in those roles may or may not be District employees. Any person serving as the Investigator, Decision-Maker, Appeals Officer, or Informal Resolution Facilitator must meet the training requirements in Section M of this Policy.

Inquiries about Title IX's application to a particular situation may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

A. Definitions

For purposes of this Policy only, the below terms are defined as follows:

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1. “Sexual Harassment” means conduct on the basis of sex that satisfies one or more of the following:

    a. a District employee conditioning the provision of a District aid, benefit, or service on a person’s participation in unwelcome sexual conduct;

    b. unwelcome conduct that a reasonable person would determine to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or

    c. “Sexual assault” as defined in in 20 USC 1092(f)(6)(A)(v), “dating violence” as defined in 34 USC 12291(a)(10), “domestic violence” as defined in 34 USC 12291(a)(8), or “stalking” as defined in 34 USC 12291(a)(30).

        i. “Sexual assault” is an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. It includes unlawful sexual intercourse (including incest and statutory rape) and any sexual act, including rape, sodomy, sexual assault with an object, or fondling, directed against another person without the consent of that person, including when that person is incapable of giving consent.

            A) Rape: (Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

            B) Sodomy: Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

            C) Sexual Assault With an Object: To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

            D) Fondling: The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

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E) Incest: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

F) Statutory Rape: Nonforcible sexual intercourse with a person who is under the statutory age of consent.

ii. "Dating violence" means violence committed by a person who is or has been in a romantic or intimate relationship with the Complainant. The existence of such a relationship is based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

iii. "Domestic violence" means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, person with whom the Complainant shares a child, person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Michigan; or any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Michigan.

iv. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

2. "Actual Knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator or any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only District employee with actual knowledge is the Respondent.

3. "Appeals Officer" is the person designated by the District to decide appeals of a dismissal or determination of responsibility for matters investigated under this Policy. The Appeals Officer may not be the same person as the Investigator, Title IX Coordinator, Decision-Maker, or person designated to facilitate an informal resolution process on a specific matter.

4. "Complainant" is a person who is alleged to be the victim of conduct that could constitute Title IX sexual harassment.

5. "Consent" means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or relationships between District

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employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.

6. “Day,” unless otherwise indicated, means a day that the District’s central office is open for business.

7. “Decision-Maker” is the person designated by the District to review the investigation report and provide a written determination of responsibility that provides the evidentiary basis for the Decision-Maker’s conclusions. The Decision-Maker may not be the same person as the Investigator, Title IX Coordinator, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter.

8. “Education Program or Activity” means any location, event, or circumstance over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred.

9. “Formal Complaint” means a written document or electronic submission signed and filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the sexual harassment allegation.

10. “Grievance Process” is the process by which the District investigates and determines responsibility for Formal Complaints.

11. “Investigator” is the person designated by the District to investigate a Title IX Formal Complaint. The Investigator cannot be the same person as the Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator has a conflict of interest or bias.

12. “Report” means an account of alleged Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).

13. “Respondent” is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.

14. “Supportive Measures” are non-disciplinary, non-punitive, individualized supports offered and implemented by the Title IX Coordinator as appropriate, as reasonably available, and at no-cost to the Complainant and the Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed. Supportive measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment.

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15. "Title IX Coordinator" is the person(s) designated by the District to coordinate the District's Title IX compliance. The Title IX Coordinator may not be the same person as the Appeals Officer or Decision-Maker on any matter. A person not serving as a Title IX Coordinator in a particular matter is not disqualified from serving in another role in that matter. The Title IX Coordinator may also serve as the Investigator or person designated to facilitate an informal resolution process on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.

B. Posting Requirement

The Title IX Coordinator's contact information (name or title, office address, electronic mail address, and telephone number), along with the District's Title IX nondiscrimination statement, must be prominently posted on the District's website and in any catalogs or handbooks provided to applicants for admission or employment, students, parents/guardians, and unions or professional organizations with a collective bargaining or professional agreement with the District.

The District will provide notice of this Policy to all applicants, students, parents/guardians, employees, and unions or professional organizations with a collective bargaining or professional agreement with the District by prominently posting this Policy on its website and referencing this Policy in its handbooks, which will include the Title IX Coordinator's name or title, office address, electronic mail address, and telephone number.

C. Designation of Title IX Coordinator

All Coordinators, including the Title IX Coordinator, are identified in Policy 3115B.

D. Reporting Title IX Sexual Harassment:

A person may make a report of sexual harassment or retaliation at any time. Reports may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

Any District employee who receives a report of sexual harassment or has actual knowledge of possible sexual harassment must convey that information to the Title IX Coordinator by the end of the next day.

Any other person who witnesses an act of sexual harassment is encouraged to report it to a District employee and may do so anonymously. No person will be retaliated against based on any report of suspected sexual harassment or retaliation.

E. General Response to Sexual Harassment

1. District's Obligation to Respond without Deliberate Indifference

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Upon actual knowledge of Title IX sexual harassment, the Title IX Coordinator must respond promptly in a manner that is not deliberately indifferent. The District will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

If the Title IX Coordinator receives a report of sexual harassment and the Complainant does not file a Formal Complaint, the Title IX Coordinator must evaluate the information and determine whether to sign and file a Formal Complaint. If the Title IX Coordinator determines not to sign and file a Formal Complaint, the Title IX Coordinator must address the allegations in a manner that is not deliberately indifferent.

2. Response to Report of Title IX Sexual Harassment

   Upon receipt of a report of sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint.

3. Formal Complaint Filed

   Upon the receipt of a Formal Complaint, the District must follow the Grievance Process in Section F of this Policy. A Formal Complaint may be submitted using a designated Title IX Sexual Harassment Formal Complaint Form.

4. Equitable Treatment

   The District will treat the Complainant and Respondent equitably throughout the Grievance Process, which may include offering supportive measures as described in Subsection E(6) of this Policy.

5. Documentation and Recordkeeping

   The Title IX Coordinator will document all sexual harassment reports and all incidents of sexual harassment that the Title IX Coordinator receives or personally observes.

   The District will retain this documentation in accordance with applicable record retention requirements in Section N of this Policy.

6. Supportive Measures

   After receiving a report of Title IX sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, with or without the filing of a Formal Complaint. If the District does not provide a Complainant with supportive measures, then the Title IX Coordinator must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

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The District may provide, as appropriate, non-disciplinary, non-punitive individualized services to the Complainant or Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed.

Supportive measures should be designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party.

Supportive measures are offered without charge and are designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

Supportive measures may include, but are not limited to:

a. District-provided counseling;

b. course-related adjustments, such as deadline extensions;

c. modifications to class or work schedules;

d. provision of an escort to ensure that the Complainant and Respondent can safely attend classes and school activities; and

e. no-contact orders.

All supportive measures must be kept confidential, to the extent that maintaining such confidentiality would not impair the District's ability to provide the supportive measures.

7. Respondent Removal

a. Emergency Removal (Student)

The District may only remove a student Respondent from a District program or activity if, following an individualized safety and risk analysis, the District determines that there is an immediate threat to the physical health or safety of any student or other person arising from the sexual harassment allegations. The District must provide the Respondent with notice and an opportunity to immediately challenge the removal decision. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

b. Administrative Leave (Employee)

The District may place an employee Respondent on non-disciplinary administrative leave during the pendency of the Grievance Process. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

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8. Law Enforcement

In appropriate circumstances, a District employee will notify law enforcement or Child Protective Services, consistent with Policies 4202, 5201, and 5701.

The District will attempt to comply with all law enforcement requests for cooperation with related law enforcement activity. In some circumstances, compliance with law enforcement requests may require the District to briefly suspend or delay its investigation. If an investigation is delayed, the District will notify the parties in writing of the delay and the reasons for the delay.

If the District's investigation is suspended or delayed, supportive measures will continue during the suspension or delay. If the law enforcement agency does not notify the District within 10 days that the District's investigation may resume, the District will notify the law enforcement agency that the District intends to promptly resume its investigation.

F. Grievance Process

1. Generally

The Grievance Process begins when a Formal Complaint is filed or when the Title IX Coordinator signs a Formal Complaint and concludes the date the parties receive the Appeals Officer's written decision or the date on which an appeal is no longer timely. The District will endeavor to complete the Grievance Process within 90-120 days, absent extenuating circumstances or delays as described below. The District will treat both the Complainant and the Respondent equitably throughout the Grievance Process.

Neither the Title IX Coordinator, the Decision-Maker, the Investigator, Appeals Officer, nor any person designated to facilitate an informal resolution process will have a conflict of interest or bias for or against Complainants or Respondents generally or for or against an individual Complainant or Respondent.

The Grievance Process requires an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.

Throughout the Grievance Process, there is a presumption that the Respondent is not responsible for the alleged conduct unless, in the determination of responsibility, the Decision-Maker finds the Respondent responsible for the alleged conduct.

At any point, the Title IX Coordinator, Investigator, Decision-Maker, or Appeals Officer may temporarily delay the Grievance Process or permit a limited extension of time frames for good cause. Good cause may include, but is not limited to, absence of a party, party's advisor, or witness; concurrent law

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enforcement activity; or the need for accommodations (e.g., language assistance or accommodation of disabilities). If there is a delay or extension, the parties will receive written notice of the delay or extension and the reasons for the action.

Any disciplinary action resulting from the Grievance Process will be issued in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

After the investigation portion of the Grievance Process has concluded, the Decision-Maker will endeavor to issue a determination of responsibility within 30 days, absent extenuating circumstances.

2. Notice of Allegations

   Upon receipt of a Formal Complaint, the District must provide written notice to the parties who are known at the time that includes:

   a. a copy of this Policy, which includes the District's Grievance Process, and any informal resolution process;

   b. the sexual harassment allegations, including sufficient details known at the time and with sufficient time so that parties may prepare a response before the initial interview. Sufficient details include parties involved in the incident, if known; the alleged conduct constituting sexual harassment; and the date and time of the alleged incident;

   c. a statement that the Respondent is presumed not responsible for the alleged conduct;

   d. a statement that a determination of responsibility is made at the Grievance Process's conclusion;

   e. a statement that the parties may have an advisor of their choice, who may be an attorney, although any attorney or advisor who is not a District employee will be at the party's own cost;

   f. a statement that the parties will be provided an opportunity to inspect and review any evidence before the investigation report is finalized; and

   g. if the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during an investigation or the disciplinary process, a citation to that portion of the Code of Conduct. If, during the course of an investigation, the Investigator decides to investigate allegations that are not included in the initial notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

3. Informal Resolution

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During the Grievance Process, *after* a Formal Complaint has been filed but before a determination of responsibility has been made, the District may offer to facilitate an informal resolution process, or either party may request the informal resolution process. A Formal Complaint must be filed to initiate the informal resolution process.

Informal resolution does not require a full investigation and may encompass a broad range of conflict resolution strategies, including, but not limited to, arbitration, mediation, or restorative justice. The Title IX Coordinator will determine the informal resolution process that will be used, including the person who will facilitate that process.

Informal resolution is not available for a Formal Complaint alleging that an employee sexually harassed a student.

A party is not required to participate in an informal resolution process.

When offering informal resolution, the Title IX Coordinator must (1) provide both parties written notice of their rights in an informal resolution; and (2) obtain written, voluntary consent from both parties to enter into the informal resolution process. The written notice must contain the:

a. allegations;

b. informal resolution requirements, including the circumstances under which the informal resolution precludes the parties from resuming a Formal Complaint arising from the same allegations;

c. right to withdraw from informal resolution and resume the Grievance Process at any time prior to a final resolution; and

d. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or that could be disclosed.

4. Investigation

The District has the burden of proof and the burden to gather evidence sufficient to reach a determination of responsibility.

a. Investigation Process

The District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding the privilege has waived the privilege in writing.

The District may not access, consider, disclose, or otherwise use a party's medical records, including mental health records, which are made and maintained by a healthcare provider in connection with the party's treatment

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unless the District obtains that party's voluntary, written consent to do so for the Grievance Process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory or exculpatory evidence. The Investigator cannot restrict parties from discussing the allegations under investigation, nor can the Investigator restrict parties from gathering or presenting relevant evidence.

Parties may be accompanied by an advisor of their choice, including an attorney, during the Grievance Procedure. If a party chooses an advisor who is not a District employee, the District is not responsible for any associated costs. The Investigator or Title IX Coordinator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties (e.g., abusive, disruptive behavior or language will not be tolerated; advisor will not interrupt the investigator to ask questions of witnesses).

The Investigator must provide the date, time, location, participants, and purpose of all hearings (if any), investigative interviews, and meetings, to a party whose participation is invited or expected. Written notice must be provided a sufficient time in advance so that a party may prepare to participate.

As described in Section L of this Policy, retaliation against a person for making a complaint or participating in an investigation is prohibited.

The Investigator must ensure that the Complainant and Respondent have an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party has the opportunity to meaningfully respond to the evidence before the investigation's conclusion. This evidence includes (1) evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and (2) inculpatory or exculpatory evidence obtained from any source.

Before the investigation's completion, the Investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 calendar days to submit a written response to the Investigator. The party's response must be considered by the Investigator before completing the final investigation report.

b. Investigation Report

The Investigator must create an investigation report that fairly summarizes relevant evidence and submit the investigation report to the Decision-Maker.

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At least 10 calendar days before a determination of responsibility is issued, the Investigator must send the investigation report to each party for review and written response. Written responses to the investigation report must be submitted directly to the Decision-Maker.

The Investigator will endeavor to complete the investigation and finalize the report within 60 days.

5. Determination of Responsibility

The Decision-Maker cannot be the same person as the Title IX Coordinator, Investigator, Appeals Officer, or person designated to facilitate an informal resolution process.

Before the Decision-Maker reaches a determination of responsibility, and after the Investigator has sent the investigation report to the parties, the Decision-Maker must:

a. afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness; and

b. provide each party with the answers, and allow for additional, limited follow-up questions from each party.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless offered to prove that someone other than the Respondent committed the alleged misconduct, or the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

If the Decision-Maker decides to exclude questions from either party as not relevant, the Decision-Maker must explain the decision to the party proposing the questions.

The Decision-Maker must issue a written determination of responsibility based on a preponderance of the evidence standard (i.e., more likely than not) simultaneously to both parties. The written determination of responsibility must include:

a. identification of the sexual harassment allegations;

b. description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:

   i. notification to the parties;

   ii. party and witness interviews;

   iii. site visits;

   iv. methods used to collect evidence; and

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v. hearings held.

c. factual findings that support the determination;

d. conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;

e. a statement of, and rationale for, the result as to each allegation, including:

i. a determination of responsibility;

ii. any disciplinary action taken against the Respondent (consistent with Policies 4309, 4407, 4506, 4606, or 5206, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and

iii. whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.

f. appeal rights.

6. Appeals

Notice of the determination of responsibility or dismissal decision must include notice of the parties' appeal rights.

Both parties may appeal a determination of responsibility or the decision to dismiss a Formal Complaint in whole or in part for the following reasons only:

a. A procedural irregularity that affected the outcome.

b. New evidence that was not reasonably available at the time the determination of responsibility or dismissal decision was made that could affect the outcome.

c. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent, generally or individually, that affected the outcome.

d. [District may choose to include additional appeal grounds, but should consult with legal counsel before doing so.]

An appeal must be filed with the Title IX Coordinator within 5 calendar days of the date of the determination of responsibility or dismissal decision.

Upon receipt of an appeal, the Title IX Coordinator will assign an Appeals Officer who will provide both parties written notice of the appeal and an equal opportunity to submit a written statement in support of, or challenging, the determination or dismissal decision.

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The Appeals Officer must provide a written decision describing the result of the appeal and the rationale for the result to both parties simultaneously. The Appeals Officer will endeavor to decide an appeal within 30 days.

The Appeals Officer cannot be the same person who acts as the Title IX Coordinator, Investigator, Decision-Maker, or person designated to facilitate an informal resolution process on the same matter. The Appeals Officer also cannot have a conflict of interest or bias against Complainants and Respondents generally or individually.

The determination of responsibility is final upon the date the parties receive the Appeals Officer's written decision or on the date on which an appeal is no longer timely.

G. Dismissal

1. Mandatory Dismissals

   The Title IX Coordinator must dismiss a Formal Complaint if:

   a. the Formal Complaint's allegations, even if substantiated, would not constitute sexual harassment as defined in this Policy;

   b. the Formal Complaint's allegations did not occur in the District's programs or activities; or

   c. the Formal Complaint's allegations did not occur in the United States.

2. Discretionary Dismissals

   The Title IX Coordinator may dismiss a Formal Complaint if:

   a. the Complainant notifies the Title IX Coordinator in writing that the Complainant wishes to withdraw the Formal Complaint in whole or in part;

   b. the Respondent's enrollment or employment ends; or

   c. specific circumstances prevent the District from gathering evidence sufficient to reach a determination (e.g., several years have passed between alleged misconduct and Formal Complaint filing, Complainant refuses or ceases to cooperate with Grievance Process).

The Title IX Coordinator will promptly and simultaneously notify both parties when a Formal Complaint is dismissed. The notice must include the reasons for mandatory or discretionary dismissal and the right to appeal. Appeal rights are discussed above in Subsection F(6) of this Policy.

Dismissal of a Formal Complaint under this Policy does not excuse or preclude the District from investigating alleged violations of other policy, rule, or law, or from issuing appropriate discipline based on the results of the investigation.

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H. Consolidation of Complaints

The Title IX Coordinator or Investigator may consolidate Formal Complaints where the allegations arise out of the same facts or circumstances. Where a Grievance Process involves more than one Complainant or more than one Respondent, references in this Policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

I. Remedies and Disciplinary Sanctions

The District will take appropriate and effective measures to promptly remedy the effects of sexual harassment. The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appropriate remedies will be based on the circumstances and may include, but are not limited to:

1. providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;
2. offering the parties school-based counseling services, as necessary;
3. providing the parties with academic support services, such as tutoring, as necessary;
4. rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;
5. moving the Complainant's or the Respondent's locker or work space;
6. issuing a "no contact" directive between the Complainant and Respondent;
7. providing counseling memoranda with directives or recommendations.

These remedies may also be available to any other student or person who is or was affected by the sexual harassment.

The District will impose disciplinary sanctions consistent with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts. Discipline may range from warning or reprimand to termination of employment, or student suspension or expulsion.

After a determination of responsibility, the Title IX Coordinator should consider whether broader remedies are required, which may include, but are not limited to:

1. assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;
2. additional staff training;
3. a climate survey; or

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4. letters to students, staff, and parents/guardians reminding persons of their obligations under this Policy and applicable handbooks.

If the Complainant or Respondent is a student with a disability, the District will convene an IEP or Section 504 Team meeting to determine if additional or different programs, services, accommodations, or supports are required to ensure that the Complainant or Respondent continues to receive a free appropriate public education. Any disciplinary action taken against a Respondent who is a student with a disability must be made in accordance with Policy 5206B and the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.

J. False Statements

Any person who knowingly makes a materially false statement in bad faith during a Title IX investigation will be subject to discipline, up to and including discharge or permanent expulsion. A dismissal or determination that the Respondent did not violate this Policy is not sufficient, on its own, to conclude that a person made a materially false statement in bad faith.

K. Confidentiality

The District will keep confidential the identity of a person who reports sexual harassment or files a Formal Complaint, including parties and witnesses, except as permitted or required by law or to carry out any provision of this Policy, applicable regulations, or laws.

L. Retaliation

Retaliation (e.g., intimidation, threats, coercion) for the purpose of interfering with a person's rights under Title IX is prohibited. This prohibition applies to retaliation against any person who makes a report, files a Formal Complaint, or participates in, or refuses to participate in a Title IX proceeding. Complaints alleging retaliation may be pursued in accordance with District Policy.

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this Section.

When processing a report or Formal Complaint of sexual harassment, pursuing discipline for other conduct arising out of the same facts or circumstances constitutes retaliation if done for the purpose of interfering with that person's rights under Title IX.

Any person who engages in retaliation will be disciplined in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

M. Training

All District employees must be trained on how to identify and report sexual harassment.

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Any person designated as a Title IX Coordinator, Investigator, Decision-Maker, Appeals Officer, or any person who facilitates an informal resolution process must be trained on the following:

1. the definition of sexual harassment;
2. the scope of the District's education programs or activities;
3. how to conduct an investigation and the District's grievance process, including, as applicable, hearings, appeals, and informal resolution processes; and
4. how to serve impartially, including avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

Investigators must receive training on how to prepare an investigation report as outlined in Subsection F(4)(b) above, including, but not limited to, issues of relevance.

Decision-Makers and Appeals Officers must receive training on issues of evidence and questioning, including, but not limited to, when questions about a Complainant's prior sexual history or disposition are not relevant.

Any materials used to train District employees who act as Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, or who facilitate an informal resolution process must not rely on sex stereotypes and must promote impartial investigations and adjudications of Formal Complaints. These training materials must be posted on the District's website.

N. Record Keeping

The District will maintain records related to reports of alleged Title IX sexual harassment for a minimum of seven years. This retention requirement applies to investigation records, disciplinary sanctions, remedies, appeals, and records of any action taken, such as supportive measures.

The District will also retain any materials used to train Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, and any person designated to facilitate an informal resolution process.

O. Office for Civil Rights

Any person who believes that he or she was the victim of sexual harassment may file a complaint with the Office for Civil Rights (OCR) at any time:

U.S. Department of Education Office for Civil Rights
~~1350 Euclid Avenue~~Cesar E. Chavez Memorial Building
1244 Speer Boulevard, Suite ~~325~~310
~~Cleveland, Ohio 44115~~
~~Phone: (216) 522-4970~~
~~E-mail: OCR.Cleveland@ed.gov~~

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Denver, CO 80204-3582
Telephone: 303-844-5695
FAX: 303-844-4303; TDD: 800-877-8339
Email: OCR.Denver@ed.gov

An OCR complaint may be filed before, during, or after filing a Formal Complaint with the District. A person may forego filing a Formal Complaint with the District and instead file a complaint directly with OCR. The District recommends that a person who has been subjected to sexual harassment also file a Formal Complaint with the District to ensure that the District is able to take steps to prevent any further harassment and to discipline the alleged perpetrator, if necessary. OCR does not serve as an appellate body for District decisions under this Policy. An investigation by OCR will occur separately from any District investigation.

Legal authority: Education Amendments Act of 1972, 20 USC §§1681 - 1688; 34 CFR Part 106

Date adopted:

Date revised:

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Series 3000: Operation, Finance, and Property

3100 General Operations

3118-F-1 Title IX Sexual Harassment Formal Complaint Form

District Letterhead

This form is being submitted by: ☐ Complainant ☐ Title IX Coordinator

Complainant Name: _____

Contact Information: _____

_____

If the Complainant is a student:

Date of Birth: _____ Grade: _____

School Building Attending: _____

If the Complainant is an employee:

Job Title: _____ Building: _____

Complaint Details

Reporter's Name (if different than Complainant): _____

Reporter's Relationship to Complainant: _____

Reporter's Contact Information: _____

Respondent's Name (if known): _____

1. Describe the alleged sexual harassment that you are requesting the District investigate. Please be specific. Describe the incident(s) and identify the individuals and potential witnesses involved. Describe or attach any evidence you believe is relevant. Attach additional pages if needed.

_____

_____

_____

_____

_____

_____

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2. Describe the date/time/location(s) of the alleged incident(s).

3. What would you like the District to do to remedy the situation?

Complainant's/Coordinator's Signature Date

Please submit this form to:

[Title IX Coordinator Name]
[Title IX Coordinator Title]
[School District Name]
[Street Address]
[City, State, Zip Code]
[Title IX Coordinator Email Address]
[Title IX Coordinator Phone Number]

A person alleging discrimination by the District on the basis of sex may file a complaint through the District's grievance procedure. A complaint may also be filed at any time with the Office for Civil Rights (OCR), U.S. Department of Education, ~~1350 Euclid Avenue~~1244 Speer Boulevard, Suite ~~325, Cleveland, OH 44115~~310, Denver, Colorado, 80204-3582. Filing a complaint with the District is not a prerequisite to filing with OCR. For additional information about the District's grievance procedure, please contact the Title IX Coordinator identified above.

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Series 3000: Operations, Finance, and Property

3100 General Operations

3121 Public School Academy Authorization [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

The Board believes that the establishment of a public school academy ("PSA"), as authorized by the Michigan Legislature under the Revised School Code (the "Code"), may offer a means of furthering the mission and goals of the District by [insert basis for serving as an authorizer, such as fostering diversity of educational opportunity within the District without sacrificing quality of education or creating unnecessary duplication].

Consistent with these purposes, the Board may determine from time to time, in its sole discretion, whether to open a PSA application window.

A. Definitions

1. "Application window" means a 14-calendar day period in which the Board will accept applications from PSA(s) in which the Board may choose to authorize. Opening an application window does not require that a Board select a PSA for authorization.

2. "Public School Academy" or "PSA" means a school authorized under Part 6A of the Michigan Revised School Code, a school of excellence authorized under Part 6E of the Code, and a strict discipline academy authorized under MCL 380.1311b-1311m.

B. Delegation of Authority

The Superintendent or designee shall be responsible to the Board to develop, recommend to the Board, and administer such processes as necessary for the Board to fulfill the following statutory responsibilities:

1. to issue (or to enter into an interlocal or intergovernmental agreement with another authorizing body to issue) PSA contracts only in compliance with controlling law;

2. to oversee (or to enter into an agreement with one or more other authorizing bodies to oversee) compliance by the board of directors of the PSA operating under a contract issued by the Board with the contract and all applicable law (this subsection does not relieve any other governmental entity of its enforcement or supervisory responsibility); and

3. to serve as fiscal agent for the PSA operating under a contract issued by the Board to receive state school aid payments for the PSA, which then shall be forwarded to the PSA, in accordance with such contract.

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The Superintendent also is responsible to the Board to develop and administer a PSA board selection and appointment process, consistent with the method of selection resolution adopted by the Board, establishing the method of selection, length of term, and number of members of the board of directors of the PSA subject to its jurisdiction.

C. Contract Issuance

The Board is not required to issue a charter contract to any person or entity. If the Board determines from time to time, in its sole discretion, to open an Application Window, any charter contract that may be issued will be issued on a competitive basis taking into consideration required statutory criteria.

The Board may authorize PSAs which best meet the following guidelines [Note: These are examples. This list can be modified to reflect the District's hopes/expectations for a PSA]:

1. further a well-defined and clearly stated mission and goals consistent with the mission and goals of the District;
2. fill an identified and substantiated educational need or provide an opportunity for new learning experiences at a facility located within the boundaries of the District;
3. involve students, parents, faculty, community and administration in planning, operating, and/or evaluating the program, as appropriate;
4. reflect the needs, interests, resources and facilities of the area;
5. utilize resources creatively, possibly incorporating the use of community resources;
6. design programs to attract diverse and representative enrollments;
7. work to establish and maintain constructive relationships with existing public schools in the area, including striving to create similar school calendars and expectations for staff and students;
8. use a rigorous curriculum consistent with existing public schools in the area;
9. adopt policies and procedures that are consistent with state and federal law;
10. ensure students are assessed using approved assessment tools; and
11. adequately meet the needs of potential students, which must include providing meals and transportation within an established transportation zone.

D. Authorization Limitations

1. Operational Boundaries

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The Board shall *not* issue a charter contract for a PSA that is not a cyber school to operate outside the District's geographic boundaries, and a PSA authorized by the Board that is not a cyber school shall *not* operate outside the District's boundaries.

2. Enrollment Boundaries

The Board shall include in any contract that it executes authorizing a PSA to operate a requirement that enrollment in the PSA: (a) *shall* be open to all pupils who reside within the geographic boundaries of the District that meet the PSA's enrollment policy; (b) *may* be open to all pupils who reside in the state of Michigan that meet the PSA's enrollment policy, provided, however that an School of Excellence operating as a cyber school *shall* be open to pupils in grades K-12 in the state; and (c) except for a foreign exchange student who is not a United States citizen, *shall not* be open to a pupil who is not a resident of the state of Michigan.

3. Limitation on Cyber Schools

The Board will not authorize more than one (1) school of excellence that is a cyber school.

E. Contract Terms and Conditions

The Board also shall include in any contract that it executes authorizing or re-authorizing a PSA to operate such terms and conditions as required by law.

F. Supplemental Agreements

The Board may require execution of such companion agreements to the Terms and Conditions of the Charter Contract as it deems necessary or appropriate, including, by way of example, an Oversight Agreement and Master Calendar of Reporting Requirements and Fiscal Agency Agreement.

G. Submission of Contract to MDE

Within 10 days after issuing a contract for a PSA, the Board (or its designee) shall submit to the State Superintendent (or designee) a copy of the contract and of the PSA application as required under the Revised School Code.

Legal authority: MCL 380.501, *et seq.*, 380.551, *et seq*, MCL 380.1311b-1311m

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3201 Accounting

A. Financial Accounting

1. The District will maintain complete financial accounting records using the charts of accounts approved and published by MDE. The District will implement an accounting system as prescribed by MDE and the Michigan Public School Accounting Manual (Bulletin 1022).

2. The District's fiscal and accounting year will begin each year on July 1.

3. The District will have a certified public accountant audit its financial records at least annually.

B. Pupil Accounting

The District will implement a pupil accounting system in compliance with the State School Aid Act and as prescribed by MDE's Pupil Accounting Manual.

Legal Authority: MCL 380.~~622~~1223, 380.1133, 380.1281, 380.1284; MCL 388.1606, 388.1613, 388.1618, 388.1701; Mich Admin Code R 340.1 et seq., 340.851 et seq.

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3201A Financial Management for Federal Awards [Optional] [Note: If the Board elects not to adopt this policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

This Policy applies to the District's use of federal awards, subject to the Uniform Grant Guidance, 2 CFR Part 200. Policy 3301A governs procurement with federal funds.

A. The District shall implement and maintain a system of internal cash management controls that comply with the requirements of 2 CFR 200.302(b) ("Financial Management System") and provide for the following:

1. identification in its accounts of all federal awards received and expended and the programs under which they were received;

2. accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with applicable reporting requirements;

3. records that adequately identify the source and application of awards for federally-funded activities;

4. effective control over, and accountability for, all funds, property, and other assets that must be safeguarded and only used for authorized purposes;

5. a comparison of expenditures with budget amounts for each federal award;

6. written procedures governing federal payments, in accordance with subsection B below; and

7. written procedures for determining the allowability of costs, in accordance with subsection C below.

B. Cash Management and Federal Payments

In addition to any other written procedures the District may implement, the District shall comply with the requirements of 2 CFR 200.305 for federal payments, including:

1. The District's payment methods shall minimize the time elapsing between the receipt and disbursement of funds. The District shall request payment using forms and procedures designated by the awarding agency.

2. The Superintendent or designee may submit requests for advance payments and reimbursement (i) at least monthly when electronic fund transfers are not

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used, and (ii) as often as deemed appropriate when electronic fund transfers are used in accordance with applicable laws.

3. Advance payments shall be limited to the minimum amounts needed and timed with the District's actual, immediate cash requirements in carrying out the program or project. The amount and timing of advance payments must be as close as is administratively feasible to the District's actual disbursements.

4. The District must make timely payment to contractors in accordance with applicable contract provisions.

5. To the extent possible, the District must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

6. Advance payments of federal awards must be deposited and maintained in insured accounts whenever possible.

7. The District must maintain advance payments of federal awards in interest-bearing accounts, unless:

   a. the District receives less than $250,000 in federal awards per year;

   b. the best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances;

   c. the depository would require an average or minimum balance so high that it would not be feasible; or

   d. a foreign government or banking system prohibits or precludes interest-bearing accounts.

8. The District may retain interest earned up to $500 per year for administrative expenses. Additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted to the Department of Health and Human Services Payment Management System through an electronic medium, either the Automated Clearing House network or a Fedwire Funds Service payment.

C. Allowability of Costs

The District shall comply with the cost principles of 2 CFR Part 200, Subpart E, as applicable, including the following general criteria for allowable costs under 2 CFR 200.403:

1. be necessary and reasonable for the performance of the award and be allocable under the cost principles;

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2. conform to any limitations or exclusions set forth in the cost principles or in the federal award as to types or amount of cost items;

3. be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the District;

4. be accorded consistent treatment. For example, a cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost;

5. be determined in accordance with generally accepted accounting principles;

6. not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period;

7. be adequately documented; and

8. be incurred during the approved budget period unless the awarding agency waives such requirement.

D. Capital Asset Accounting

1. The District will implement and maintain a capital asset accounting system, including recordation of all necessary reporting information, as prescribed by MDE, the Michigan Public School Accounting Manual (Bulletin 1022), generally accepted accounting practices, and GASB-34 standards. The [Superintendent, business manager, etc.] or designee may establish specific procedures for ensuring compliance with this Policy.

2. Unless otherwise governed by federal, state, or local law or regulation or the terms and conditions of an award, the District will utilize the criteria provided in Bulletin 1022, Section II.E. for distinguishing between supplies and equipment items.

3. The District's capitalization threshold is $[up to $10,000].

E. Disposal of Federally Funded Equipment

1. The District will maintain an inventory of all District-owned equipment and supplies, which will be updated at a frequency determined by the Board.

2. The District will manage equipment consistent with the requirements in 2 CFR 200.313(d).

3. When equipment acquired through a federal award is no longer needed for its original purpose, the District will follow the disposition procedures in 2 CFR 200.313(e) and as provided in the terms and conditions of the award, as applicable.

Legal authority: 15 USC 1693, et seq.; 2 CFR Part 200, et seq.

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3211 Post-Issuance Tax Compliance

A. Policy

Federal tax law requires that issuers of outstanding tax-exempt or tax credit debt obligations ("Obligations") comply with certain post-issuance requirements in the Internal Revenue Code (IRC) and Treasury Regulations. Obligations include, but are not limited to, tax-exempt bonds, refunding bonds, tax credit bonds, installment and lease purchase agreements, lines of credit, state aid notes, and tax anticipation notes.

B. Policy Implementation

To preserve the tax-exempt or tax credit status of the Obligations and to comply with federal tax law after Obligations have been issued, the Board authorizes the Superintendent or designee to establish administrative guidelines in connection with Obligations to comply with federal tax law.

C. Designation of Debt Compliance Officer

The District's chief business official will be the debt compliance officer responsible for implementing this Policy ("Debt Compliance Officer"). In the absence of a chief business official, the Superintendent or designee will serve as the Debt Compliance Officer until a replacement Debt Compliance Officer is assigned. The Superintendent will ensure that a person serves in this position at all times. If the District contracts with a third party for business services, including another school district, the Superintendent or designee remains responsible for the oversight of the third-party Debt Compliance Officer.

D. Responsibilities of Debt Compliance Officer

The Debt Compliance Officer will be responsible for administration and oversight of post-issuance tax compliance requirements and other provisions of this Policy related to the District's Obligations, including implementation and compliance with remedial action procedures outlined below. The Debt Compliance Officer's responsibilities will include:

1. overseeing and managing compliance with federal rules and regulations applicable to post-issuance tax compliance for all outstanding Obligations from the date of issuance through the date of maturity of such Obligations, including any refunding Obligations related to the original issuance of debt;

2. consulting with bond counsel, financial advisors, and other professionals about non-compliance, if any, and required remedial actions as necessary;

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3. maintaining written records of expenditures and investments of Obligations in accordance with subsection G;

4. supervising and ensuring timely filings of reports and forms required by state and federal agencies related to Obligations;

5. providing written documentation and other requested disclosures, including to the District's bond counsel, financial advisors, and other professionals, upon request;

6. monitoring arbitrage, yield restriction, and rebate requirements under IRC Section 148. This duty includes monitoring compliance with 6-month, 18-month, or 2-year spending exceptions, as applicable; and

7. monitoring all record retention requirements and oversee compliance with record retention requirements set forth in this Policy.

E. Internal Written Procedures and Protocols

1. The Debt Compliance Officer will develop written internal controls and procedures related to post-issuance tax compliance that address at least the following:

   a. identifying and reporting non-compliance, including protocols for contacting bond counsel and financial advisors;

   b. monitoring compliance with arbitrage, yield restriction, and rebate requirements under IRC Section 148; and

   c. monitoring and tracking the use of bond-financed or refinanced assets, including identifying non-compliance and taking appropriate remedial action in accordance with Treasury Regulation 1.141-12.

2. Internal procedures and controls will provide for detailed written guidelines to be used for the purpose of identifying potential non-compliance. If non-compliance is confirmed, the Debt Compliance Officer will take immediate action to report and resolve non-compliance in accordance with the District's internal procedures and federal law and regulations.

F. Periodic Compliance Review

1. Annual Review. The Debt Compliance Officer will conduct an annual review of District records related to outstanding Obligations to ensure that such records, including tax documentation, are adequately maintained.

2. Periodic Review. The Debt Compliance Officer will review and update District records, including tax documentation, related to an Obligation upon the occurrence of any of the following events:

   a. the retirement, defeasance, or refunding of an Obligation; and

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b. upon the sale, re-purposing, change in use, or refinancing of property purchased with outstanding Obligations that remain outstanding.

G. Record Retention

The District will maintain detailed written records of all expenditures and investments of Obligations for the life of the Obligation, which will be maintained until final maturity. With respect to bond issues, the District will maintain records of all expenditures and investments for the life of the bonds, including any subsequent refunding bonds, plus 3 years.

H. Training and Education

~~The~~In the discretion of the Superintendent, the District ~~will~~may provide, at its cost, training for the Debt Compliance Officer~~. The Debt Compliance Officer will complete training at least annually. Annual training may be provided to~~ and any additional personnel who assist the Debt Compliance Officer in the performance of duties described in this Policy.

Legal Authority: IRC 148; Treasury Regulation 1.141-12

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3212 Post-Issuance Disclosure Compliance

In connection with the District's issuance of securities that are subject to the requirements of Securities and Exchange Commission Rule 15c2-12 ("Bonds"), the District may be subject to a continuing disclosure undertaking or agreement ("CDA") to disclose certain information after issuance of Bonds. A CDA may be found in the Bond ~~issue's~~ transcript of proceedings.

The chief business official ("Compliance Officer") will be responsible for establishing and coordinating compliance with this Policy.

[Optional: If the Board determines that compliance with this Policy in a particular situation would impose an unreasonable burden on the District, it may forego compliance with the advice of bond counsel.]

A. The Compliance Officer

1. The Compliance Officer will:

   a. monitor and verify compliance with the CDAs; and

   b. create and maintain an inventory of the District's outstanding financial obligations.

      i. A financial obligation means:

         - a debt obligation or a guarantee of a debt obligation; or
         - a derivative instrument entered into in connection with, or pledged as security or a source of payment for, existing or future debt obligations or a guarantee of such derivative instrument.

      ii. ~~Financial obligation~~Solely for the purposes of subsection C.2.b of this Policy, "financial obligation" does not include any municipal security for which a final official statement has been provided to the Municipal Securities Rulemaking Board pursuant to Rule 15c2-12.

2. The District, at its cost, will provide the Compliance Officer with training and educational resources necessary to ensure compliance with the CDAs.

3. The Compliance Officer has authority to seek guidance from the District's bond counsel and financial advisors to comply with the CDAs.

B. Review of Offering Materials

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When the District issues Bonds, the Compliance Officer will review the preliminary official statement, final official statement, and other applicable offering materials to ensure they do not:

1. contain any untrue statement of a material fact; or

2. omit any material fact that ~~would need~~needs to be included to ~~make~~ensure the statements are not misleading.

C. Post-Issuance Obligations

1. The Compliance Officer will review continuing disclosure requirements before each annual disclosure deadline.

2. The Compliance Officer's annual review will include ensuring the following information, where applicable, is reported to the proper repository (as of the date of adoption of this Policy, the repository is the Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board at http://www.emma.msrb.org):

   a. By December 27 of each year (~~unless the deadline differs~~or as otherwise required in an applicable CDA):

      i. audited financial statements for the most recently ended fiscal year in compliance with state laws, administrative rules, and generally accepted accounting principles applicable to the District as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board; and

      ii. additional annual financial information and operating data set forth in the respective CDA or in the respective official statement for a particular Bond issue under the heading "CONTINUING DISCLOSURE" or similar heading.

   b. Notice of certain reportable events, subject in some cases to a determination of materiality by the District, within 10 business days after the occurrence. See each CDA for the respective list of events, which typically includes the following:

      - non-payment related defaults, if material;
      - modifications to rights of bondholders, if material;
      - bond calls, if material;
      - release, substitution, or sale of property securing repayment of the Bonds, if material;

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- the consummation of a merger, consolidation, or acquisition, or certain asset sales involving the District, or entry into or termination of a definitive agreement relating to the foregoing, if material;
- appointment of a successor or additional trustee or the change of name of a trustee, if material;
- incurrence of a financial obligation by the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders, if material;
- principal and interest payment delinquencies;
- unscheduled draws on debt service reserves reflecting financial difficulties;
- unscheduled draws on credit enhancements reflecting financial difficulties;
- substitution of credit or liquidity providers, or their failure to perform;
- defeasances;
- credit rating changes, including the District's underlying rating or an enhanced rating on the Bonds due to credit enhancement;
- adverse tax opinions or events affecting the status of the Bonds, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices, or determinations as to the tax status of the Bonds;
- tender offers;
- bankruptcy, insolvency, receivership, or similar event of the District; and
- default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

c. If the District retains a third party to assist the District with fulfilling its continuing disclosure responsibilities under any CDA, the Compliance Officer will annually review the contract and verify that the third party has fulfilled all of the District's continuing disclosure responsibilities.

Legal authority: 17 CFR 240.15c2-12; MCL 380.1351a

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3301 Purchasing and Procurement

This Policy applies to all purchases of materials, supplies, and equipment. Purchases acquired through lease financing are governed by this Policy, but true leases (i.e., rental agreements) are not.

A. Responsibility for Purchasing

The District's administration, under the Superintendent's supervision, may purchase items for the District, subject to Policy 2202 subsection C and any other parameters established by the Board.

B. When Competitive Bidding is Required

1. The District must competitively bid the purchase of an item or group of items costing an amount equal to or greater than the then-current state bid threshold published annually by MDE.

2. The District does not need to competitively bid a purchase [Optional: in an emergency or] if competitive bidding is not required by law.

3. The District will not artificially segregate purchases into smaller orders to avoid the bid threshold.

C. Bidding Procedure

1. The District may competitively bid a purchase using 1 or more of the following methods:

a. requesting written price quotations from at least 3 known and practical vendors of an item;

b. distributing a request for proposals to at least 3 known and practical vendors of an item;

c. posting a request for proposals on the District's website or any other website that regularly informs vendors of bid opportunities;

d. selecting a contract awarded to a winning bidder under a bid process operated by a reputable bid cooperative if the District determines, after reasonable due diligence, that the bid procedure used by the bid cooperative was fair and open, resulted in a bid award to the lowest responsible bidder, and the contract price is comparable to current market rates for the purchased item; or

e. any other process, in the Superintendent's or designee's discretion, that is likely to result in at least 3 known vendors providing bids for the item sought, regardless of whether at least 3 bids are actually received.

2. Each bidder responding to a request for proposals must certify that it is not an Iran-linked business as defined by MCL 129.312.

3. Awarding Bids

a. If competitive bidding is required by law, any contract must be awarded by the Board to the lowest responsible bidder.

b. In determining bidder responsibility, the District may take 1 or more of the following into account:

- the District's experience with the bidder;
- others' experience with the bidder;
- the bidder's history of satisfactory performance or questionable litigation, protests, or disputes;
- the bidder's capitalization and solvency;
- the length of time the bidder has been engaged in its business;
- the recommendation of the District's professional consultants; and
- any other factor consistently and lawfully applied.

c. In any bid procedure, the District reserves the right to reject any or all bids or waive any informalities or irregularities in the bid process.

4. Michigan-Based Business Preference

~~a.~~ The District may give up to a 10% preference to a bidder that is a Michigan-based business as defined by MCL 18.1268.

~~b. The Michigan-based business preference will not apply if federal funds are used for the purchase.~~

D. Purchases Using State Aid Act Funds

1. The District will not use state aid to purchase foreign goods or services if American goods or services are available, competitively priced, and of comparable quality.

2. The District will give a preference to goods or services manufactured or provided by Michigan businesses if competitively priced and of comparable quality.

3. The District will give a preference to goods or services manufactured or provided by Michigan businesses owned and operated by veterans if competitively priced and of comparable quality.

E. Purchases Using Federal Funds

Purchases made with federal funds and subject to the federal Uniform Grant Guidance are also governed by Policy 3301A.

Legal authority: 2 CFR 200.1 et seq.; MCL 129.311 et seq.; MCL 380.1274; MCL 388.1764c

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3301A Purchasing and Procurement with Federal Funds

This Policy applies to purchases of property and services with federal funds that are subject to the Uniform Grant Guidance. ~~All~~The federal regulation is incorporated by reference, and all terms in this Policy have the same meanings as defined ~~in federal regulation~~therein (2 CFR 200.1-99).

A. State Law Requirements Still Apply

Bidding requirements under Policy 3301 and Policy 3306, as applicable, remain enforceable in addition to any requirements in this Policy.

B. Procurement Methods

When bidding is required, the District must use 1 of the following procurement methods that includes information sufficient to inform all potential bidders about the District's technical, service, and bid procedure requirements:

1. Purchases up to $10,000 (micro-purchases)

   a. To the extent District administration determines that the cost of the purchase is reasonable, micro-purchases may be made or awarded without bidding in accordance with this Policy. For purposes of this subsection, "reasonable" means the purchase is comparable to market prices for the geographic area.

   b. To the extent practicable, the District will distribute micro-purchases equitably among qualified suppliers.

2. Purchases between $10,000 and $250,000 (small purchase procedures)

   The District will use a bidding procedure in Policy 3301 subsection C.1., except that the District may use the bidding procedure in subsection B.1.a, above, for purchases up to the then-current state bid threshold published annually by MDE if the District satisfies the annual certification requirements of 2 CFR 200.320(a)(1)(iv).

3. Purchases over $250,000

   a. The District must either receive sealed bids through formal advertising or prepare a comprehensive request for proposals and submit it to at least 5 sources.

   b. With either method, the District will perform a price analysis, making an independent estimate of costs before receiving bids.

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C. The District will take affirmative steps to assure that small businesses, minority-owned businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are included in bidding opportunities.

D. A person may protest the veracity, conformity, or eligibility of a bid. The District will handle bid protests as follows:

1. within 48 hours of the time bid results are available, the protesting person will submit a written protest to the Superintendent describing in detail the nature of the protest;

2. the Superintendent or designee will review the written protest, and the Superintendent may bring it to the Board's attention in the Superintendent's discretion; and

3. a person's failure to file a protest as described above is an irrevocable waiver of the bid protest.

Nothing in this Policy reduces or eliminates the District's rights or protections afforded under the law.

E. The District will retain all bids and formal bid solicitation documents for a period of 6 years after the bid opening date, or longer if required by law.

Legal authority: 2 CFR 200.1 et seq.

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3307 Construction Administration

This Policy sets forth procedures and requirements for District building and site improvements. Bidding requirements for construction appear in Policy 3306.

A. Plan Review

1. Before commencing construction, the District, or an authorized agent on the District's behalf, will submit project plans and specifications to the Michigan Bureau of Construction Codes Plan Review Division.

2. Alternatively, the District may submit the plans and specifications to the applicable local building department if the Board and the municipality's governing body have properly certified that full-time code officials, inspectors, and plan reviewers registered under the Skilled Trades Regulation Act will conduct plan reviews and inspections. In that situation, the District must also submit the plans and specifications to the Bureau of Fire Safety.

3. [Optional but recommended for a District that may construct or expand a high school with an athletic field or facility in a township: If required by Revised School Code Section 1263, before building a new high school or expanding a high school by at least 20% of its existing square footage, the District, or an authorized agent on the District's behalf, will submit the site plan to the local zoning authority for administrative review.]

4. Before the District commences new construction or major renovation of a school building or athletic facility, the Superintendent or designee will consult with the law enforcement agency that will be the first responder for that building or facility about safety issues.

B. Professional Consultants

1. If the total cost of a school building construction project will be $15,000 or more:

   a. a Michigan-licensed architect or professional engineer must prepare the plans and specifications; and

   b. a qualified person or firm must supervise construction as provided in MCL 388.85~~2~~21.

2. The District may hire a construction manager for any project. If the construction manager also performs construction, either directly or by assuming responsibility for the work of other contractors (e.g., construction manager as constructor):

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a. the construction manager may not supervise such construction under MCL 388.8521~~1~~; and

b. the District must still bid the project as required by law.

C. Payment and Performance Bonds

1. For all contracts described in MCL 129.201 that exceed $50,000, the principal contractor must procure performance and payment bonds in accordance with law.

2. Unless the Superintendent or designee determines otherwise, the District requires payment and performance bonds to be 100% of the contract sum.

3. The responsibility for procuring payment and performance bonds rests solely with the contractor. The District has no duty to ensure that a contractor has procured a payment or performance bond.

D. Prevailing Wage

1. Bid materials, project specifications, and contract documents must comply with applicable federal and state law prevailing wage requirements.

2. The responsibility for paying prevailing wage rates rests solely with the contractor. The District has no duty to ensure that a contractor has paid prevailing wage rates.

Legal authority: 40 USC 3141, et seq.; MCL 129.201 et seq.; MCL 339.6001 et seq.; MCL 380.1263, 380.1264; MCL 388.851 et seq.; MCL 408.1101, et seq.

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3402 Drills, Plans, and Reports

The Board will take reasonable steps to provide a safe and secure learning environment to protect students and employees.

A. Emergency Drills

The Superintendent or designee will schedule, notify, conduct, report, and post all fire, tornado, and other emergency drills as required by law.

B. Cardiac Emergency Response Plan

The Board will develop, adopt, and provide for annual review a cardiac emergency response plan as required by law. ~~Beginning in the 2025-26 school year, the~~The Board will integrate the cardiac emergency response plan into the protocols of the local emergency response system and emergency response agencies. ~~Beginning in the 2025-26 school year, all~~All high school athletic coaches must be certified in CPR and use of an AED by the American Red Cross, the American Heart Association, or a comparable organization approved by MDE.

C. Drinking Water Management Plan

~~By January 2025, the~~The Board will develop, adopt, update, implement, and make available upon request a Drinking Water Management Plan as required by law.

D. Cooperation

The Superintendent or designee will act as liaison to work with the School Safety Commission and the Office of School Safety, including to identify model practices for determining school safety measures.

E. Safety and Emergency Plans

The Board will comply with the statewide school information policy, and the Superintendent or designee will provide all reports, information, and notices required by that policy. If the policy does not satisfy the requirements of Revised School Code Section 1308b(3), the Board will develop and adopt an emergency operations plan with public input and participation by at least 1 law enforcement agency having jurisdiction over the District. The statewide school information policy or the emergency operations plan, as applicable, will be reviewed every 2 years in conjunction with at least 1 law enforcement agency having jurisdiction over the District. The Board will notify MDE within 30 days after completing a required review.

F. Reporting Incidents of Crime

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Each building principal will collect and update information at least weekly on incidents of crime in the applicable building. At least annually, the Board will post information on its website about incidents of crime in the District and will make this information available to Parents on a per-building basis. Within 24 hours after an incident occurs, the Superintendent or designee will report to the Michigan State Police crimes and attempted crimes identified in MCL 380.1310a(2).

Legal authority: MCL 29.19, 29.19b; MCL 380.1241, 380.1308, 380.1308a, 380.1308b, 380.1310a, 380.1319, 380.1901, et seq.

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3407 Asbestos Management

A. Asbestos Management Plan

The District will maintain an asbestos management plan for each school building and otherwise comply with the requirements of the Asbestos Hazard Emergency Response Act (AHERA) and related regulations.

~~A.~~1. Each asbestos management plan will address building inspections, re-inspections, preventative measures, periodic surveillance, response actions, operations and maintenance, notices, and other information required by law.

~~B.~~2. Each school building will maintain in its administrative offices a complete, updated copy of the asbestos management plan for that school building. The District's administrative offices will maintain complete, updated copies of asbestos management plans for all school buildings. The District will make asbestos management plans available for inspection without cost but may charge a reasonable amount to make copies.

~~C.~~3. The District will provide training and information, maintain records, and perform asbestos-related obligations with accredited persons as required by law.

~~D.~~4. The Board designates [_____ (may be an employee or consultant)] to oversee the District's compliance with the asbestos management plan and AHERA.

B. Asbestos Abatement Contractors

1. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project unless the contractor provides an affidavit describing (i) any criminal convictions relating to compliance with environmental laws or regulations, (ii) any notices of violation of environmental laws or regulations, and (iii) whether it has been subject to any administrative order or consent judgment within the preceding 5 years.

2. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project unless the District conducts a background investigation of the contractor seeking to bid on the project. At a minimum, the background investigation will include (i) consulting the webpage of the Michigan Department of Environment, Great Lakes, and Energy to determine if the contractor has received notices of violation of environmental regulations, or has been subject to an administrative consent order or a consent judgment involving environmental regulations, and (ii) consulting the webpage of the United States Department of Labor, Occupational Safety and Health

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Administration to determine if the contractor has received notices of violation of asbestos regulations.

3. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project if:

   a. the contractor's affidavit discloses a criminal conviction related to compliance with environmental regulations; and/or

   b. the contractor has been issued five or more notices of violation of environmental regulations, or has been subject to an administrative consent order or a consent judgment involving environmental regulations within the immediately preceding five years, unless (i) the District investigates each of the notices, administrative consent order, or consent judgment and determines that the contractor is able to adhere to the agreement based on the District's observations of improvements or other demonstrated ability to comply with environmental regulations, (ii) the District makes such determinations in writing and publicly available, and (iii) the District conducts at least one public hearing for public input with at least thirty days' notice.

Legal authority: 15 USC 2641 et seq.; 29 CFR 1910.1001; 40 CFR 763 Subpart E; MCL 338.3351, et seq.; MCL 388.861 et seq.

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3408 Firearms and Weapons

The District is a weapon-free school zone. Except as otherwise permitted by Policy or required by applicable law, a person may not possess a weapon on District property. See also Policy 5206. Each person on District property must also comply with the federal Gun-Free School Zones Act.

A. As used in this Policy:

1. [Optional in conjunction with subsection B.7: An "antique firearm" means that term as defined by MCL 750.237a.]

2. A "firearm" means any weapon that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive.

3. "Pistol" means that term as defined by MCL 28.421.

4. "District property" means:

   a. a building, playing field, or property used for school purposes to impart instruction to students or used for functions and events sponsored by a school, except a building used primarily for adult education or college extension courses; and

   b. a vehicle used by the District to transport students to or from a place described in subsection A.4.a above.

5. A "weapon" means a firearm, pneumatic gun, [Optional: dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles, or any other object used, intended, or represented to inflict serious bodily injury or property damage].

B. Permitted Uses

The following persons may possess a weapon on District property:

1. a peace officer as defined by law or those persons listed in MCL 28.425o(5);

2. a student's Parent licensed to carry a concealed pistol may carry a concealed pistol (but no other weapons) while in a vehicle if the Parent is dropping the student off at, or picking the student up from, the student's school;

3. a person with permission from the Superintendent or designee to possess a firearm (but no other weapons) within any lawful parameters established by the Board;

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[The following are optional and should be discussed in conjunction with legal counsel.]

4. an employee or contracted person if the possession of that weapon is to provide security services for the District;

5. a person licensed to carry a concealed pistol may possess a pistol but is only allowed to open carry;

6. a person who possesses a weapon provided by the District or the District's instructor for purposes of providing or receiving instruction in the use of that weapon; and

7. [Use in conjunction with subsection A.1: a non-student at least 18 years old who possesses an unloaded firearm (but no other weapons) in a wrapper or container in a vehicle's trunk while transporting a student to or from the school if any of the following apply:

   a. the person is carrying an antique firearm while en route to or from a hunting or target shooting area or function involving the exhibition, demonstration, or sale of antique firearms;

   b. the person is carrying a firearm while in possession of a valid Michigan hunting license or proof of valid membership in an organization having shooting range facilities and while en route to or from a hunting or target shooting area;

   c. the person is carrying a firearm from the place of purchase to his or her home or place of business or to a place of repair or back to his or her home or place of business, or in moving goods from one abode or business to another abode or business; or

   d. if the vehicle does not have a trunk, the person is carrying a firearm in the passenger compartment and the person is otherwise complying with the requirements of subsection b or c and the wrapper or container is not readily accessible to the vehicle's occupants.]

C. Violations

1. Students and District personnel with knowledge that a person is in violation of this Policy should immediately report the violation to the building principal or designee.

2. Violation of this Policy will result in discipline of students, employees, and contractors, up to and including expulsion or termination, removal from District property, and referral to law enforcement.

D. Notices

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1. The District will annually distribute the Michigan Department of Health and Human Services notice concerning the best practices for the safe storage of firearms to the parent or legal guardian of each student enrolled no later than October 1 of each year.

2. By October 1, 2025, and each October 1 thereafter, the District will annually post the Michigan Department of Health and Human Services notice to the District webpage.

Legal authority: 18 USC 921; 18 USC 922(q); MCL 28.425f, 28.425o; MCL 750.237a; MCL 380.1313b

Date adopted:

Date revised:

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4101 Non-Discrimination

A. Equal Employment Opportunity

The District is committed to equal employment opportunity and compliance with federal, state, and local laws that prohibit workplace Unlawful Discrimination, including unlawful harassment and Retaliation, based on any protected class or activity. This Policy applies to all aspects of employment, including recruiting, advertising, hiring, training, job placement, evaluation, classification, promotion, transfer, work assignment, compensation, benefits, discipline, demotion, termination, reduction in force, recall, and any other term or condition of employment.

This Policy prohibits discrimination against employees or applicants for employment based on the following protected classes: race, color, national origin, ethnicity, religion, sex ~~(including pregnancy or related conditions, gender identity, or~~, sexual orientation~~)~~, gender identity or expression, pregnancy, height, weight, marital status, age, disability, genetic information, veteran status, military service, or any other legally protected class. This Policy also prohibits Retaliation based on a protected activity.

The District prohibits unlawful employment discrimination as required by applicable civil rights statutes, including:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, religion, or national origin;
- Title VII of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, religion, sex (including gender identity, and sexual orientation), or national origin;
- Title IX of the Education Amendments of 1972, which prohibits discrimination based on sex;
- Age Discrimination in Employment Act of 1967 (ADEA), which prohibits discrimination based on age as to persons who are at least 40 years old;
- Equal Pay Act of 1963, which prohibits sex discrimination in payment of wages for persons performing substantially equal work in the same establishment;
- Section 504 of the Rehabilitation Act of 1973 (Section 504), which prohibits discrimination based on disability;

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- Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination against qualified persons with disabilities in employment, public service, public accommodations, and telecommunications;

- Pregnancy Discrimination Act of 1978, which prohibits discrimination based on pregnancy, childbirth, or related medical conditions;

- Pregnant Workers Fairness Act (PWFA), which requires covered employers to provide reasonable accommodations to a worker's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause an undue hardship;

- Genetic Information Non-Discrimination Act of 2008 (GINA), which prohibits discrimination based on genetic information as to health insurance and employment;

- Michigan Elliott-Larsen Civil Rights Act of 1976 (ELCRA), which prohibits discrimination based on race, color, national origin, age, sex, pregnancy, sexual orientation, gender identity or expression, religion, height, weight, or marital status;

- Michigan Persons with Disabilities Civil Rights Act of 1976 (MPDCRA), which prohibits discrimination against qualified persons based on disability that is unrelated to that person's ability to perform the duties of a particular position or genetic information; and

- Michigan Equal Pay Act, which prohibits discriminatory wage practices based on sex.

The District also complies with and prohibits employment action that violates the following statutes:

- Family and Medical Leave Act of 1993 (FMLA), which requires covered employers to provide up to 12 work weeks of unpaid, job-protected leave to eligible employees for certain family, military, and medical reasons, and up to 26 work weeks to care for a covered service member with a serious injury or illness;

- ~~Michigan Paid Medical Leave~~Earned Sick Time Act ~~of 2018 (PMLA~~(ESTA), which provides eligible employees ~~paid medical leave~~with earned sick time that may be used for certain reasons;

- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which provides job protection and reemployment rights to individuals who voluntarily or involuntarily leave employment to undertake military service, including military reservists and National Guard members called to duty;

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- Public Employment Relations Act of 1947 (PERA), which prohibits a public employer from discriminating against an employee based on membership or non-membership in a labor organization;

- Fair Labor Standards Act of 1938 (FLSA), which establishes minimum wage, overtime pay, record keeping, and youth employment standards affecting employees; and

- Michigan Whistleblower Protection Act of 1980, which protects employees who report a violation or suspected violation of state, local, or federal law and employees who participate in hearings, investigations, or court actions.

B. Reporting Requirements

Any employee who believes he/she has been subjected to behavior that violates this Policy is encouraged to file a complaint promptly with a supervisor. A complaint implicating an individual's civil rights will be investigated pursuant to the procedures outlined in Policy 4104 and 3115-3115H. A complaint alleging Title IX sexual harassment will be investigated pursuant to the procedures outlined in Policy 3118.

Employees with questions about compliance with this Policy and applicable laws should contact the Superintendent or the Employment Compliance Officer(s) identified in Policy 3115B.

Board members, administrators, and supervisors must promptly report incidents of Unlawful Discrimination and Retaliation that he/she observes or about which he/she receives information.

Board members, administrators, or supervisors who receive a complaint alleging a violation of this Policy must promptly report the complaint, in writing, to the Employment Compliance Officer(s) identified in Policy 3115B.

A failure to comply with reporting requirements may result in discipline, including discharge.

C. Employment Discrimination Compliance Training

The District will train administrators, supervisors, and the Employment Compliance Officer(s) on how to address and investigate Unlawful Discrimination and Retaliation complaints.

The District may also provide Unlawful Discrimination and Retaliation training to Board members and employees.

Training may be provided by an outside entity or person approved by the District.

Legal authority: 20 USC 1681 et seq.; 29 USC 206 et seq., 701 et seq., 2601 et seq.; 38USC 4301 et seq.; 42 USC 2000d et seq., 2000e et seq., 2000ff et seq., 12101 et seq.; H.R. 2617-1626, 117th Cong. § 103(1) (signed into

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law December 29, 2022); MCL 37.1101 et seq., 37.2101 et seq.; MCL 423.201 et seq.; MCL 750.556; 34 CFR 106.1 et seq.; MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 2024 Mich LEXIS 1454 (July 31, 2024)

Date adopted:

Date revised:

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4103 Whistleblowers' Protection

An employee shall report, on his/her own behalf or on behalf of another employee, a violation or a suspected violation of a federal, state, or local law, regulation, or rule to the employee's supervisor or the Employment Compliance Officer(s)~~.~~ identified in Policy 3115B. Reports must be made in good faith. An employee who makes or is about to make a report in good faith and in compliance with this Policy will not be discharged, subject to adverse employment action, or subject to other discrimination or retaliation because the employee was about to make or made a report.

If the employee's supervisor is the subject of the violation or suspected violation, the employee must report to the Employment Compliance Officer(s) or the Superintendent. If the Employment Compliance Officer(s) or the Superintendent is the subject of the violation or suspected violation, the employee must report to the President. If the President is the subject of the violation or suspected violation, the employee must report to the Vice President.

A report must be promptly submitted in writing pursuant to Policy 4101. The investigation of the alleged violation will be performed by an impartial investigator. The investigation may be referred to a third party investigator.

Legal authority: MCL 15.361 et seq.

Date adopted:

Date revised:

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105B Religious Workplace Accommodations for Employees and Applicants

The District complies with Title VII and state and local laws that prohibit discrimination in employment against employees or applicants for employment based on religion. The District will reasonably accommodate sincerely held religious beliefs, practices, and observances of employees and applicants for employment absent an undue hardship.

An employee or applicant for employment who requests a reasonable accommodation based on religion must promptly inform the Superintendent or designee. Upon receipt of an accommodation request, the District will ~~meet~~begin the interactive process with the employee or applicant to consider reasonable accommodation options consistent with Title VII~~.~~ [Optional: using the interactive process form, Form 4105B-F]. Reasonable accommodation requests that do not pose an undue hardship will be considered.

After considering the requested accommodation and other relevant information, the District will, as appropriate, implement reasonable accommodations that do not pose an undue hardship (as defined by law). The District is not obligated to adopt the applicant's or employee's specific accommodation request.

The District may engage or re-engage in accommodation discussions, as necessary.

An applicant or employee who believes he/she has been discriminated against under this Policy must promptly file a complaint using the Employment Complaint Procedure in Policy 4104.

Legal authority: 42 USC 2000e*,* et seq.; *Groff v DeJoy*, 143 S Ct 646 (2023)

Date adopted:

Date revised:

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4106 Family and Medical Leave Act (FMLA) [Optional for Districts with Less Than 50 Employees / Required for Districts with 50 or More Employees] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

This Policy will be interpreted and applied consistent with the FMLA, as amended, and its regulations. This Policy should not be interpreted to conflict with an applicable collective bargaining agreement where the collective bargaining agreement provides rights or obligations beyond those conferred by FMLA and that are not prohibited by FMLA.

A. Qualifying for FMLA Leave

1. Employee Eligibility

a. To be eligible for FMLA leave, an employee must:

i. have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave (full-time instructional employees are presumed to meet the 1,250 hour requirement);

ii. have completed 12 months (cumulative) of work for the District before the commencement of the leave. This includes non-consecutive intervals of employment with the District occurring up to 7 years before the commencement of the FMLA leave; and

iii. make the request at a time when the District has 50 or more employees at, or within 75 miles of, the worksite.

b. The applicable 12-month period to determine an employee's entitlement to FMLA leave (i.e., the FMLA leave year) is [Choose one: a "rolling" 12-month period measured backward from when the FMLA leave would commence / a "rolling" 12-month period measured forward from the date the employee first takes FMLA leave / the period from [_____] to [_____] / the calendar year, January 1 to December 31].

c. An eligible employee taking FMLA leave to care for a covered service member or veteran with a serious injury or illness is allowed to take up to 26 work weeks of leave in a single 12-month period measured forward from the date the employee first takes leave.

2. Qualifying Events

a. An eligible employee may take FMLA leave, up to a total of 12 work weeks, during any 12-month period for any one or more of the following:

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i. the birth or care of the employee's newborn child;

ii. the employee's care for a newly adopted child or child placed in the employee's home for foster care;

iii. to care for a spouse, child (who is younger than age 18, or over 18 but incapable of self-care), a Parent (but not parent-in-law), or an individual for whom the employee stands *in loco parentis* who has a serious health condition;

iv. the employee's own serious health condition; or

v. a qualifying military exigency about an employee, the employee's spouse, child (regardless of age), or Parent.

b. An eligible employee may take up to 26 work weeks of leave during a single 12-month period to care for a covered service member who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness. The employee must be the spouse, child, Parent (regardless of their child's age), or next of kin of the covered service member. This subsection applies to veterans of the Armed Services who suffered an injury or illness, or aggravated an injury or illness, in the line of duty on active duty if the veteran was a member of the Armed Forces at any time during the 5 years before receiving treatment.

3. Limitations on FMLA Leave

a. The entitlement to leave for the birth of a child or placement of a child with an employee for the purposes of adoption or foster care expires at the end of the 12-month period beginning on the date of the birth or placement, and these circumstances do not qualify for intermittent or reduced schedule leave [Optional: unless the Superintendent or designee approves an intermittent or reduced schedule leave in writing].

b. Concerning spouses who are both employed by the District, and both eligible for FMLA leave, they are limited to a combined total of 12 work weeks of FMLA leave for the birth or placement, or related care, of a child for adoption or foster care with the employees or the care of a Parent with a serious health condition. This limitation does not apply to the care of a spouse or child with a serious health condition or to an employee's own serious health condition.

c. Concerning the entitlement to 26 work weeks of leave to care for a covered service member with a serious illness or injury, the 26 work week allotment may include other reasons for FMLA leave authorized by the Act. But in that allotment, an employee is not entitled to more than 12 work weeks of leave for reasons unrelated to the care for a covered service member with a serious illness or injury.

d. Concerning spouses who are both employed by the District, and both eligible for FMLA leave to care for a covered service member, they are limited to a combined total of 26 work weeks of leave for all leaves authorized by the Act during the 12-month period commencing with FMLA leave to care for a covered service member. The spouses are subject to the 12 work week limitation for leave related to the birth or placement, or related care, of a child for adoption or foster care with the employees or the care of a Parent with a serious health condition.

B. FMLA Notice

1. An employee must give the District notice of FMLA leave as follows:

   a. When the need for FMLA leave is foreseeable (e.g., for the birth of a child, placement for adoption or foster care, or planned medical treatment), 30 calendar days' notice is required. If the employee fails to give 30 calendar days' notice with no reasonable excuse, the District reserves the right to deny or to delay the employee's FMLA leave. If the FMLA leave is for planned medical treatment, the employee must make reasonable efforts to schedule treatment so as not to unduly disrupt the District's operations.

   b. When the need for FMLA leave is unexpected, the employee must provide notice to the District as soon as practicable.

2. For both foreseeable and unexpected leave, employees must comply with District Policies, work rules, collective bargaining agreement provisions, and customary absence reporting procedures. Failure to comply with these requirements may be grounds to delay or deny the employee's FMLA leave request and may result in discipline.

3. Absent extenuating circumstances, within 5 work days after an employee requests FMLA leave or the District has reasonable information that an employee may qualify for FMLA leave, the District will provide to the employee a copy of this Policy and the U.S. Department of Labor's (DOL) "Notice of Eligibility and Rights & Responsibilities" DOL Form WH-381 (as updated).

4. Once the District receives sufficient notice, including any requested medical certification (see below), that an employee's leave qualifies as FMLA leave, the District will, absent extenuating circumstances, within 5 work days, notify the employee in writing whether the leave is designated as FMLA leave using DOL Form WH-382 (as updated).

C. Certification

1. If an employee requests FMLA leave due to the employee's serious health condition or to care for a Parent, child, or spouse with a serious health condition, the employee must provide medical certification from a health care provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the family member and the expected

duration of the leave. Employees requesting leave for a qualifying exigency or leave to care for a covered service member with a serious injury or illness must provide the appropriate certification. The District will provide the employee with the appropriate DOL form applicable to the employee's requested leave.

2. Employees must return the requested certification within 15 calendar days after the request. The District may delay or deny FMLA leave if submission of the certification is not timely.

3. Failure or refusal to provide requested medical certification within 15 calendar days may result in denial of the leave being designated as FMLA leave.

4. If an employee provides an incomplete or insufficient certification, the District will advise the employee, in writing, of the deficiencies and what additional information is needed. An employee must return the requested additional information within 7 calendar days. The District, but not the employee's direct supervisor, may contact an employee's health care provider for clarification or authentication of a certification. The District may not contact the employee's health care provider if a complete and sufficient certification, signed by the health care provider, is submitted.

5. If the District has reason to doubt the medical certification an employee submits, the District may require, at its expense, that the employee obtain a second opinion from a health care provider of the District's choice. If the second opinion differs, the District may require, at its expense, that a third opinion be obtained from a health care provider who is mutually selected by the employee and the District. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third health care provider, the employee will be bound by the second opinion. The District may not request a second opinion for leave to care for a covered service member or veteran with a serious injury or illness.

   The District may request recertification consistent with FMLA regulations. Recertification will be at the employee's expense.

   The District may request recertification in less than 30 calendar days if: an employee requests an extension of FMLA leave; circumstances stated in the prior certification have changed significantly; or the District receives information that casts doubt upon the employee's stated reason for the absence or the certification's validity.

D. Concurrent Leave and Substitution of Paid Leave

FMLA leave provided to employees is unpaid, unless the employee has applicable paid leave. Applicable paid leave (e.g., sick, personal, business, vacation, paid time off, leave under Michigan ~~Paid Medical Leave~~Earned Sick Time Act (~~MPMLA~~ESTA), or workers' compensation) will run concurrently with FMLA leave at the election of either the District or the employee. The ability to use paid leave concurrently with FMLA leave is subject to compliance with the procedures and

conditions normally associated with the paid leave. A medical leave of absence covered by workers' compensation runs concurrently with FMLA leave and consistent with an applicable individual employment contract or collective bargaining agreement. FMLA leave beyond an employee's applicable accrued paid leave is unpaid.

E. Intermittent and Reduced Schedule Leave

1. Eligible employees may take FMLA leave intermittently or on a reduced schedule when leave is taken to care for a family member with a serious health condition, for an employee's own serious health condition, because of a qualifying exigency, or to care for a covered service member or veteran, an eligible employee may take leave intermittently or on a reduced schedule when medically necessary.

2. Intermittent or reduced schedule leave will not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken. Intermittent and reduced schedule FMLA leave will be accounted for in the shortest increment used to account for leave generally within the employee's classification.

   Employees must follow the District's absence reporting procedures when using intermittent leave.

3. When an instructional employee seeks to take intermittent or reduced schedule leave to care for a family member with a serious health condition, to care for a covered service member or veteran, or for the employee's own serious health condition which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20% of the total number of work days over the leave period, the District may either require the employee to take leave on a full-time basis for the duration of the requested intermittent or reduced schedule leave or temporarily transfer the employee to an alternate position with equivalent pay and benefits.

4. If an eligible employee requests intermittent or reduced schedule leave for a foreseeable medical treatment, including during a period of recovery from a serious health condition, the District may require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. The alternate position must have equivalent pay and benefits as the employee's regular position.

F. Group Health Plan Benefits

1. Eligible employees are generally entitled to the continuation of District-provided group health plan benefits while on FMLA leave. Group health plan benefits include medical, dental, and optical insurance coverages in which the employee is enrolled at the time that FMLA leave is taken.

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2. The District will continue paying its portion, if any, of the employee's group health plan costs and insurance premiums or representative premiums while the employee is on FMLA leave and in accordance with any applicable collective bargaining or individual employment contract. Any share or portion of the group health plan costs, insurance premiums, or representative premiums paid by the employee before FMLA leave must continue to be paid by the employee during FMLA leave. See DOL Form WH-381. An employee's failure to pay his/her portion of group health plan costs, insurance premiums, or representative premiums during FMLA leave may result in loss of coverage if the employee's contribution is more than 30 calendar days late. The District will provide the employee with written notice at least 15 calendar days before cancelling the employee's coverage because of a failure to make employee contributions.

3. As addressed in subsection I below, an employee who fails to voluntarily return to work after FMLA leave may be required to repay the District for his/her group health plan benefit costs.

G. Return to Work

1. At the expiration date of an employee's FMLA leave, the employee will be returned to that employee's former position or an equivalent position with the same pay, benefits, and working conditions. An employee taking FMLA leave has no greater right to reinstatement than if the employee had been continuously employed during the FMLA leave period.

2. If an employee was unable to renew a license or certification because of FMLA leave and is no longer qualified for the employee's former position, the District will provide the employee reasonable time, on unpaid status, to fulfill the necessary return to work conditions.

3. Instructional Employees

   a. "Instructional" employees are those whose principal function is to teach and instruct students in a class, small group, or individual setting.

   b. If an instructional employee begins FMLA leave more than 5 weeks before the end of a term or semester, the District may require the employee to take FMLA leave until the end of the term or semester if the FMLA leave is to last at least 3 weeks and the employee would return to work during the 3-week period before the end of the term or semester.

   c. If an instructional employee begins FMLA leave during the 5-week period before the end of a term or semester because of the birth or placement for adoption or foster care of a child, to care for a spouse, child, or Parent with a serious health condition, or to care for a covered service member or veteran, the District may require that FMLA leave be taken until the end of the term or semester if the instructional employee would return to work

during the 2-week period immediately before the end of the term or semester and the leave is to last more than 2 weeks.

d. If an instructional employee begins FMLA leave during the 3-week period before the end of a term or semester because of the birth or placement for adoption or foster care of a child, to care for a spouse, child, or Parent with a serious health condition, or to care for a covered service member or veteran, the District may require the employee to take FMLA leave until the end of the term or semester, if the leave will last more than five (5) work days.

e. Any additional FMLA leave required of an instructional employee by the District will not count against the employee's allotment of FMLA leave.

4. Fitness for Duty

The District may require that an employee returning from FMLA leave submit a fitness-for-duty certification from a health care provider which addresses the employee's ability to return to work and perform the essential functions of the employee's position. The District must provide the employee with notice of the requirement to provide a fitness-for-duty certification and the essential functions of the employee's position when the District provides the employee the designation of FMLA leave notice (DOL Form WH-382, as updated). If the employee fails to submit the fitness-for-duty certification in a timely manner, return from FMLA leave may be delayed by the District. The employee may be terminated if he/she fails to submit the fitness-for-duty certification.

5. Unless a collective bargaining agreement provides otherwise, an employee on unpaid FMLA leave is not entitled to accrue seniority, employment benefits (other than medical insurance), or any benefit conditioned on length of service or work performed.

H. Denial of Key Employee Restoration

1. The District reserves the right to deny restoration to the same or equivalent position to any eligible employee who is a key employee, meaning any employee who is paid a salary and is in the highest paid 10% of employees. The District may deny restoration if necessary to prevent substantial and grievous economic injury to the District's operations. If the District intends to deny restoration to a key employee, it will:

a. use DOL Form WH-381, as updated, to notify the employee of his/her status as a key employee in response to the employee's request for FMLA leave and provide the employee with an explanation of the consequences for the employee if the District determines that substantial and grievous injury will result to its operations if the employee is reinstated after FMLA leave;

b. notify the employee, in person or by certified mail, as soon as the District decides it will deny restoration and the reasons for the denial;

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c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice;

d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration; and

e. the District must maintain its group health plan cost, contributions, premium, or representative premium contributions for the employee's group health plan benefits for the entire term of the employee's FMLA leave, even after giving the employee notice that restoration will be denied.

I. Failure to Return to Work

1. An employee's unexcused failure to return to work upon expiration of FMLA leave will subject the employee to discharge unless the District grants an extension of leave as required by law or under a collective bargaining agreement, employee handbook, or individual employment contract. An employee who requests an extension of leave due to the continuation, recurrence, or onset of the employee's serious health condition, or the serious health condition of the employee's spouse, child, Parent, or covered service member or veteran, must submit to the employee's supervisor a written request for an extension. This written request must be made as soon as possible before the expiration of the employee's FMLA leave. Medical certification or recertification will be required to support any request for leave extension.

2. If an employee is unable to perform the essential functions of the position or an equivalent position at the end of FMLA leave, the District will comply with ADA requirements, as applicable.

3. If an employee fails to return to work after his/her FMLA leave expires, the employee must reimburse the District for any group health plan costs, contributions, premiums, and representative premiums that the District paid for continuation of the employee's group health benefits coverage during FMLA leave, unless the employee does not return due to: (a) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the District with sufficient certification from the proper health care provider of the continuation, recurrence, or onset of the serious health condition; or (b) other circumstances beyond the employee's control. This provision does not apply to any group health plan cost, insurance premium, or representative premium contributions made by the District for periods during which the employee used paid leave concurrently with FMLA leave.

J. Recordkeeping

1. The District will maintain the following records related to FMLA requests and use:

a. basic payroll information;

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b. dates (or hours) during which eligible employees take FMLA leave;

c. copies of all notices, requests, and other documents related to FMLA leave;

d. copies of documents evidencing group health plan cost contributions, insurance premium, and representative premium payments made by the District on behalf of an eligible employee on FMLA leave; and

e. documents related to disputes about eligibility or designation of FMLA leave.

2. Medical certifications and other medical documentation related to FMLA leave will be maintained in a separate, confidential file from an employee's personnel file. See Policy 4224.

K. Notice to Employees

The District will post the appropriate notice of rights poster in a location easily seen by employees and include a general notice of employee FMLA rights in applicable employee handbooks or by providing employees notice at their time of hire.

Legal authority: 29 USC 2601 et seq.; 29 CFR 825.100 et seq.

Date adopted:

Date revised:

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Series 4000: District Employment

4400 Professional Staff

4403 Performance Evaluation

Performance evaluations are essential to provide quality educational services and to measure competency. This Policy does not diminish the Board's authority or ability to non-renew a professional staff member's contract at the end of the contract's term, consistent with applicable statutes, collective bargaining agreements, Policies, and individual employment contracts. This Policy must be implemented consistent with Policy 1101.

A. Teachers as Defined by Revised School Code Section 1249 (K-12 certified teachers of record)

Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. a year-end evaluation process that meets statutory standards;
2. an evaluation tool that incorporates components required by law, including:
    a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
    b. the teacher's performance; and
    c. objective criteria.
3. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
    a. all probationary teachers;
    ~~b. teachers rated minimally effective or ineffective during the 2023-24 school year;~~
    ~~c.~~b. teachers rated needing support or developing; or
    ~~d.~~c. at the evaluator's discretion when performance deficiencies are noted.
4. classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;

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5. a mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator;

6. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;

7. tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated [Choose one: biennially or triennially], but if the teacher is not rated as effective on one of the [Choose one: biennial or triennial] year-end evaluations, the teacher must receive year-end evaluations;

8. a mentor for teachers rated developing or needing support or for teachers in the first year of probation;

9. opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;

10. a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;

11. website posting of required information for the evaluation tool;

12. training on the evaluation tool for teachers and evaluators as required by law; and

13. other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher must be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

B. Non-Teaching Professionals Subject to the Teachers' Tenure Act

The performance evaluation system for a Non-Teaching Professional with a teaching certificate subject to the Teachers' Tenure Act must include multiple observations. An IDP will be developed during the employee's probationary period. Except during the probationary period, which must include annual evaluations, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee. The Superintendent or designee

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has discretion to select and use an evaluation tool that serves the District's best interests.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

To the extent required by law, a tenured Non-Teaching Professional subject to the Teachers' Tenure Act rated as needing support may request a review consistent with Revised School Code 1249.

C. Non-Teaching Professionals and Teachers Not Subject to Revised School Code Section 1249

For Non-Teaching Professionals and teachers not subject to Revised School Code Section 1249, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee, except annual evaluation will be performed during the employee's probationary period. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

An IDP may be established at the Superintendent's or designee's discretion.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1233b, 380.1248, 380.1249; 380.1249a(2); MCL 423.215

Date adopted:

Date revised:

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Series 4000: District Employment

4400 Professional Staff

4407 Discipline

Maintaining appropriate procedures and standards for addressing misconduct and other inappropriate behavior by Professional Staff is a critical component in furthering an effective educational environment and in providing quality educational services to students. Off-duty conduct may result in discipline if it adversely impacts the District and is not a legally protected activity. Information about substantiated unprofessional conduct will not be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b. This Policy must be implemented consistent with Policy 1101.

A. Probationary Professional Staff

Probationary Professional Staff discipline or demotion may occur for any lawful reason.

1. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.

2. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

3. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.

4. Disciplinary measures may include warning, reprimand, unpaid suspension, financial penalty, or discharge. This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measures for the circumstances. The District may also consider preventative measures, including training, coaching, and other remedial measures.

5. Discipline will be confirmed in writing and placed in that person's personnel file. The person's year-end performance evaluation may also reflect the discipline.

6. The Superintendent or designee is authorized to impose discipline except for:

   a. nonrenewal of a probationary teacher; or

   b. discharge of a probationary teacher.

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The Board's action may be based upon the Superintendent's or designee's written recommendation and applicable procedures set forth in the Teachers' Tenure Act.

B. Tenured and Non-Probationary Professional Staff

Tenured teacher discipline or demotion will occur only for a reason(s) that is not arbitrary or capricious. Likewise, the disciplining of Non-Teaching Professionals will be governed by the arbitrary or capricious standard unless expressly stated otherwise in a collective bargaining agreement, employee handbook, or individual employment contract. Under the arbitrary or capricious standard, a disciplinary decision must be supported by a preponderance of the evidence and the discipline must have a rational relationship to the established misconduct or inappropriate behavior.

Before imposing discipline, the Superintendent or designee will investigate whether a Professional Staff member engaged in conduct that may justify discipline. The investigation should include discussions with witnesses determined by the Superintendent or designee to have relevant information and a review of tangible evidence (e.g., documents, video, electronic communications). The Professional Staff member will be provided an opportunity to respond to the allegation(s).

If a Professional Staff member is governed by a collective bargaining agreement or individual employment contract, the Superintendent or designee will adhere to the disciplinary standards and procedures in that agreement. If the collective bargaining agreement or individual employment contract does not have an applicable provision, then the standards and procedures outlined below will apply.

The following procedures may be used for investigating allegations of Professional Staff misconduct or inappropriate conduct:

1. The Superintendent or designee may consult with legal counsel in appropriate cases and may request that legal counsel assist with an investigation.

2. The Superintendent or designee will give the Professional Staff member oral or written notice of the allegation(s).

3. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.

4. The Superintendent or designee will give oral or written notice of the time, date, and location of a meeting to provide the Professional Staff member with an opportunity to respond to the allegation(s) and substantiating factor(s).

5. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

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6. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.

7. If an investigation concludes that a preponderance of the evidence (i.e., more likely than not) establishes that the Professional Staff member engaged in conduct warranting discipline, the appropriate level of discipline will be guided by the following:

   a. the seriousness of the offense;

   b. the Professional Staff member's prior disciplinary and employment record;

   c. whether other Professional Staff members have engaged in similar or like past conduct known to the District's administration and the discipline imposed for those infractions;

   d. the existence of aggravating or mitigating factors, as determined by the Superintendent or designee;

   e. applicable federal or state law;

   f. the Professional Staff member's acceptance of responsibility;

   g. the likelihood of recurrence; and

   h. any other factors the Superintendent or designee determine are relevant.

8. Disciplinary measures may include:

   a. warning;

   b. reprimand;

   c. unpaid suspension;

   d. financial penalty; or

   e. discharge.

   This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measure. The District may consider additional preventative measures to address the misconduct, including training, coaching, and other remedial measures.

9. Discipline will be confirmed in writing and placed in that person's personnel file. The discipline imposed may also be reflected in the person's year-end performance evaluation.

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10. The Superintendent or designee is authorized to impose discipline except for:

    a. the discharge of a Professional Staff member; or

    b. the demotion of a tenured teacher, as defined in the Teachers' Tenure Act.

    The Board's action may be based on the Superintendent's or designee's written recommendation and applicable procedures in the Teachers' Tenure Act.

11. A tenured teacher's salary may be escrowed after tenure charges are approved by the Board pursuant to Policy 4208.

C. Extracurricular Positions, Including Athletic Coaches

Unless otherwise provided by an applicable collective bargaining agreement or individual employment contract, employees holding extracurricular positions, including athletic coaches, may be disciplined for any lawful reason. For contracted extracurricular positions, including athletic coaches, see Policy 4207.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a; *NLRB v J Weingarten, Inc*, 420 US 251 (1975)

Date adopted:

Dated revised:

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Series 4000: District Employment

4400 Professional Staff

4408 Termination

This Policy must be implemented consistent with Policy 1101.

A. Probationary Teachers

For purposes of this Policy, the "termination" of a probationary teacher occurs when the probationary teacher is discharged during the term of an existing individual employment contract between the probationary teacher and the Board. Discontinuation of a probationary teacher's employment at the expiration of an individual employment contract is not termination for purposes of this Policy and is addressed separately in Policy 4409.

The Board may terminate a probationary teacher for misconduct, inappropriate behavior, performance that is not effective, or for any other lawful reason at any time.

The Superintendent or designee may recommend the termination of a probationary teacher to the Board. The recommendation will include the reason(s) for the proposed termination.

Probationary teachers recommended for termination by the Superintendent or designee will be provided advance notice of the allegations; an opportunity for a hearing in closed or open session before the Board; and the time, date, and location of the Board hearing.

B. Tenured Teachers

The Superintendent or designee may recommend the termination of a tenured teacher by filing tenure charges with the Board. The Board will consider whether to proceed on the tenure charges or modify the charges. A tenured teacher may be terminated for a reason that is not arbitrary or capricious.

The tenured teacher may challenge the Board's decision to discharge or demote the teacher by timely filing an appeal with the State Tenure Commission.

C. Non-Teaching Professionals and Teachers not subject to the Teachers' Tenure Act (preschool, GSRP, or other teachers if they did not serve a probationary period under the Tenure Act)

[Choose Option 1 or 2:]

[Option 1: Unless otherwise provided by a collective bargaining agreement or individual employment contract: (1) a Non-Teaching Professional or teacher who is not subject to the Teachers' Tenure Act is subject to 4 years of probationary service and may be non-renewed or terminated at-will by the Board; and (2) after

4 years, the non-probationary Non-Teaching Professional or teacher may be terminated for any reason that is not arbitrary or capricious, subject to due process.]

[Option 2: Unless otherwise provided by a collective bargaining agreement or individual employment contract, a Non-Teaching Professional or teacher who is not subject to the Teachers' Tenure Act may be terminated by the Board for any reason that is not arbitrary or capricious, subject to due process.]

The Superintendent or designee may recommend the termination of a Non-Teaching Professional or teacher to the Board. The recommendation will include the reason(s) for the proposed termination.

Non-Teaching Professionals or teachers recommended for termination by the Superintendent or designee will be provided advance written notice of the allegations; an opportunity for a hearing in closed or open session before the Board; and the time, date, and location of the Board hearing.

D. Extracurricular Positions, Including Athletic Coaches

Unless otherwise provided by a collective bargaining agreement or individual employment contract, extracurricular positions, including athletic coaches, may be non-renewed or terminated at-will by the Superintendent or designee. For contracted extracurricular positions, including athletic coaches, see Policy 4207.

Legal authority: MCL 38.83(2), 38.101, 38.121

Date adopted:

Date revised:

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Series 4000: District Employment

4400 Professional Staff

4409 Non-Renewal

For purposes of this Policy, "non-renewal" of a probationary teacher refers to the discontinuation of the employment relationship between the Board and a probationary teacher at the expiration of the probationary year following the process set forth in the Teachers' Tenure Act.

Teachers must serve a probationary period as required by the Teachers' Tenure Act. A probationary teacher's contract may be non-renewed for performance-based reasons or any other lawful reason.

This Policy must be implemented consistent with Policy 1101.

A. Probationary Period

1. A probationary teacher rated developing or needing support may be subject to non-renewal consistent with the Teachers' Tenure Act. To attain tenure, a probationary teacher must ~~be rated effective (after July 1, 2024) or~~ receive a "highly effective ~~(before July 1, 2024)~~" or "effective" rating on ~~the teacher's~~ 3 ~~most recent~~ year-end ~~annual~~ performance evaluations, including their most recent evaluation and ~~serve~~have completed at least 4 full school years of employment. A teacher's probationary period may extend, or the probationary teacher may be nonrenewed, if the teacher does not receive 3 consecutive effective ratings during the probationary period.

   For a teacher who previously held tenure in another Michigan public school district, the teacher is subject to a 2-year probationary period, unless the Board acts to reduce the teacher's probationary period. The Board may make such a reduction if it determines that it is in the District's best interest considering factors such as the teacher's employment history; certifications, approvals, or authorizations; experience in subject matter or grade level; professional development, training, and academic preparation; and any other relevant factors as determined by the Board.

2. [Optional: Unless otherwise provided by a collective bargaining agreement or individual employment contract:

   a. Non-Teaching Professionals who are not subject to the Teachers' Tenure Act are subject to 4 years of probationary service and may be non-renewed or terminated at-will by the Board; and

   b. After 4 years, the non-probationary Non-Teaching Professional may be non-renewed or terminated for any reason that is not arbitrary or capricious, subject to due process.]

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B. Non-renewal

1. Probationary teacher non-renewal is subject to the non-renewal procedures specified in the Teachers' Tenure Act. This Policy will be implemented consistent with that statute.

2. Before non-renewing a probationary teacher, the probationary teacher must receive written notice of the Superintendent's or designee's recommendation for non-renewal and the time, date, and place of the Board meeting at which the Board will consider the recommendation. The recommendation for non-renewal will state the reason(s) for the recommendation and may include supporting documentation.

3. The probationary teacher must receive written notice of Board action to non-renew the teacher's contract at least 15 calendar days before the end of the school year (June 30) except as provided in subsection 4 below. If the teacher is hired after the beginning of the school year, notice of non-renewal must be received at least 15 calendar days before the teacher's anniversary date of hire.

4. For a teacher who previously held tenure in another Michigan public school district, the teacher must receive written notice of non-renewal at least 60 calendar days before the completion of the probationary period.

C. The probationary teacher will be provided an opportunity to address the Board in open or closed session and respond to the Superintendent's or designee's recommendation to non-renew.

D. The Board must take action in open session on the recommendation to non-renew the probationary teacher.

E. The probationary teacher must be served with written notice of the Board's action non-renewing the teacher's employment and a copy of the Board action within the timeframe required by the Teachers' Tenure Act. The non-renewal notice will specify that a probationary teacher has the right to appeal the timeliness or legal effect of a notice of non-renewal. The appeal must be filed with the State Tenure Commission within 20 calendar days after the probationary teacher's receipt of the notice of non-renewal. A copy of the Teachers' Tenure Act should also be included with the notice.

F. Teachers who are not subject to the Teachers' Tenure Act may be non-renewed at the discretion of the Board for any lawful reason subject to an applicable collective bargaining agreement or individual employment contract. [Option: The teacher must have advance notice that the Board is considering nonrenewal and an opportunity to be heard. The teacher will receive written notice of a nonrenewal decision.]

Legal authority: MCL 38.81 et seq., 38.91 et seq.

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Date adopted:

Date revised:

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Series 5000: Students, Curriculum, and Academic Matters

5100 Student Rights

5104 Age of Majority

State law recognizes students are adults at age 18 or when otherwise legally emancipated. Except as noted below, all Board Policies, applicable codes of conduct, and any other applicable rules or behavioral expectations apply to all students regardless of age.

Unless inconsistent with a court order, students who are 18 years or older or legally emancipated may:

A. ~~have the same rights as their Parents as they relate to~~ access ~~to~~ or control ~~of~~ their student records as provided by law;

~~B. represent themselves during disciplinary conferences;~~

B. make decisions related to special education and Section 504;

C. request a personal curriculum;

D. represent themselves during disciplinary conferences;

~~D.~~E. have other rights or privileges as determined by the Superintendent or designee;

~~E.~~F. [Optional] sign themselves in and out of school; and

~~F.~~G. [Optional] provide reason(s) for their absences and tardies.

Eligible students who wish to assert these rights must notify the building principal in writing. Otherwise, sections ~~B-F~~D-G above will not apply. The building principal or designee may notify an eligible student's Parent that the eligible student has exercised the rights listed under this Policy.

Legal authority: MCL 380.1278b; MCL 722.4, 722.52

Date adopted:

Date revised:

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Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5202 Unlawful Discrimination, Harassment, and Retaliation Against Students

The District prohibits unlawful discrimination. "Unlawful Discrimination" includes unlawful harassment and retaliation, unless specifically stated otherwise. The District will investigate all allegations of Unlawful Discrimination and will take appropriate action, including discipline, against any person who, following an investigation, is determined to have engaged in Unlawful Discrimination.

Complaints alleging Unlawful Discrimination, harassment, and Retaliation against a student will be investigated using the process outlined in Policies 3115-3115H.

Complaints alleging Title IX sexual harassment will be investigated using the Grievance Process outlined in Policy 3118.

The identities of the District's Title IX Coordinator, Section 504 Coordinator, and Civil Rights Coordinator are listed in Policy 3115B.

A. Student Handbooks

   The Superintendent or designee will include in student handbooks a statement explaining the District's policy against Unlawful Discrimination, including unlawful harassment and Retaliation. This statement must include an explanation of types of Unlawful Discrimination, examples of harassment, reporting requirements, and consequences as described in this Policy.

B. Reporting Requirements

   District personnel must immediately report incidents of alleged Unlawful Discrimination, including incidents that District personnel witness or about which they receive reports or information, regardless of whether the incidents are verbal, visual, or physical, and whether the incidents also constitute harassment, bullying, or hazing.

   District personnel who witness an act of Unlawful Discrimination must intervene immediately, unless circumstances would make intervention dangerous. A person who is unable to intervene should promptly attempt to find another person who is able to intervene, contact a building administrator, or contact law enforcement, as the situation requires.

   Any student who witnesses an act of Unlawful Discrimination is encouraged to report it to District personnel. No student will be retaliated against based on any report of suspected Unlawful Discrimination. A student may also anonymously report an incident of Unlawful Discrimination. The District will investigate anonymous reports to the extent possible pursuant to Policies 3115-3115H or Policy 3118, as applicable. Minor students do not need Parent permission to file a

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Complaint or participate in the Grievance Procedure described in Policies 3115-3115H and 3118.

C. Office for Civil Rights

Any person who believes that he or she was the victim of Unlawful Discrimination may file a complaint with the Office for Civil Rights (OCR) at any time:

U.S. Department of Education
Office for Civil Rights
~~1350 Euclid Avenue~~Cesar E. Chavez Memorial Building
1244 Speer Boulevard, Suite ~~325~~310
~~Cleveland, Ohio 44115~~
~~Phone: (216) 522-4970~~
~~E-mail: OCR.Cleveland@ed.gov~~

Denver, CO 80204-3582
Telephone: 303-844-5695
FAX: 303-844-4303; TDD: 800-877-8339
Email: OCR.Denver@ed.gov

An OCR complaint may be filed before, during, or after filing a Complaint with the District. A person may forego filing a Complaint with the District and instead file a complaint directly with OCR. The District recommends that a person who has been subjected to Unlawful Discrimination also file a Complaint with the District to ensure that the District is able to take steps to prevent any further discrimination and to discipline the alleged perpetrator, if appropriate. OCR does not serve as an appellate body for District decisions. An investigation by OCR will occur separately from any District investigation.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted:

Date revised:

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Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5401 Parent Involvement in Education

A. Parent Involvement

The District will take the following steps to encourage Parent involvement in their student's education:

1. Parents will be provided the opportunity to review District-approved curriculum, textbooks, and instructional materials, including any material that will be used in connection with a survey, analysis, or evaluation, upon request.

   a. Requests to review curriculum, textbooks, and instructional materials must be made to the building principal.

   b. Parents may review textbooks based on availability and may review instructional materials within a time frame determined by the building principal or designee.

2. Parents will be permitted to attend and observe instructional activities in a class or course in which their student is enrolled and present.

   Parents must make an appointment with the building principal to observe instructional activities in a class or course in which the student is enrolled and present. The building principal will permit a Parent observation unless the building principal determines that the observation would disrupt the class or course. Frequent observations are likely disruptive. Absent unusual circumstances, as determined by the building principal, observations that last more than 30 minutes or occur on consecutive days will not be permitted. Parents who want to observe instructional activities also must adhere to Policy 3105.

   Parents are not permitted to observe testing.

3. Parents may inspect and review their student's education records, upon written request, consistent with Policy 5309 and state and federal law.

4. ~~At the beginning of the school year, the District will notify Parents of students attending Title I schools of the right to request a~~A copy of this Policy~~. The District will provide a copy of this~~ must be included in the Student Handbook.

4.5. See Policy ~~to a requesting~~5405 for Parent ~~in a timely manner~~and Family Engagement Policy at schools receiving Title I funds.

5.6. [Optional: The Superintendent is directed to develop and implement parental involvement contracts with Parents. These contracts must be voluntary and must include the following:

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a. The Parent will:

i. review homework and offer assistance when needed;

ii. ensure the student arrives at school each day on time and ready to learn;

iii. attend school functions and support the student's school activities; and,

iv. make every effort to attend parent-teacher conferences.

b. The student will:

i. participate in class discussions;

ii. complete assignments in an accurate, neat, and timely manner;

iii. come to school each day on time;

iv. pay attention in class and complete assigned lessons;

v. obey applicable rules and codes of conduct; and

vi. respect teachers, school administrators, and other students.

c. The teacher will:

i. set high standards for quality instruction that promote grade-appropriate academic skills;

ii. keep accurate attendance records;

iii. teach students how to study;

iv. review basic concepts taught in class;

v. maintain a welcoming atmosphere; and

vi. provide flexible scheduling for Parent visits and participation.

d. Ways for the Parent to explain any obstacles that prevent compliance with the contract.

If a parental involvement contract identifies obstacles to participation, the Superintendent will consider accessing possible resources to help overcome those obstacles.]

B. Assessments and Surveys

1. State assessments

Pursuant to state law, the District will not approve Parent requests to opt students out of state assessments.

2. National Assessment of Educational Progress

   As a condition of receiving federal funds and as required by state law, the District may be selected to participate in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. Student participation in NAEP is voluntary.

   The District will notify Parents of students eligible to take the NAEP before the assessment is administered. Parents wishing to opt their students out of the NAEP assessment must notify the District in writing at least 3 school days before the assessment date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

3. Surveys

   Parents will be notified before their student participates in surveys on certain topics in accordance with Policy 5308.

Legal authority: MCL 380.1137, 380.1280b, 380.1295, 380.1507(3)

Date adopted:

Date revised:

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Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5405 Title I Parent and Family Engagement Policy [Optional if the District does not receive Title I Part A funding / Required for Districts that receive Title I Part A funding. Section D (Implementation) requires the District to insert the activities identified through Parent and family consultation] [Note: If the Board elects not to adopt this Policy, delete the policy language and replace title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

[Note: If the Board adopts this policy, it must be reviewed annually, and Parents must be given an opportunity to provide input.]

A. Development and Annual Review

This ~~An Engagement~~ Policy will be jointly developed and annually reviewed, amended, and distributed to Parents and family members of participating students and the local community in an understandable format, and to the extent practicable, in a language the Parents can understand. ~~An annual evaluation of the Engagement~~

Parents and family members must have opportunities for meaningful input during the annual review process. Information about how Parents and families may provide input will be posted on the District's website. The annual review of this Policy's content and effectiveness will be used to design evidence-based strategies for more effective parental involvement, to revise ~~the Engagement~~this Policy, and to remove barriers to Parent and family participation~~. The Engagement Policy will be reviewed annually at a meeting where concerned parties can discuss possible changes to the Engagement Policy~~.

~~A component of the Engagement~~This Policy ~~will be~~includes a School-Parent Compact jointly developed by the District and Parents that outlines how the Title I school, Parents, and students ~~will~~ share ~~the~~ responsibility for improved student academic achievement and the means by which the school and Parents ~~will~~ build and develop a partnership to help students achieve state education standards.

B. Parent and Family Engagement

The District recognizes the unique needs of students ~~who are being~~ served in its Title I program and the importance of Parent and family engagement in the Title I program. ~~Parent and family engagement in the Title I Program must include, but is not limited to:~~

1. Parent and family engagement means the participation of Parents through regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring that:

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a. Parents play an integral role in assisting their child's learning;

b. Parents are encouraged to be actively involved in their child's education at school;

c. Parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child; and

d. other activities, such as those described in section 1116 of the Elementary and Secondary Education Act (ESEA) are carried out.

2. Parent and family engagement activities are required under this Policy and include, for example, activities such as:

~~A.~~a. an annual school meeting to ~~which all Parents of participating students will be invited to~~: inform Parents of their school's participation under ~~this part, to explain~~ Title I, Part A; clarify the requirements of ~~this part,~~Title I, Part A; and ~~to~~ explain ~~the~~ Parents' right to be involved. ~~Invitations may take the form of notes sent with students or announcements in the school newsletter.~~ Additional meetings may be scheduled, based on need and interest;

~~B.~~b. ~~an explanation of~~providing Parents information about the ~~details for student and Parent participation~~school's Title I, Part A programs, including ~~but not limited to~~a description of the school's: curriculum ~~objectives, the~~, forms of academic assessment used to measure student progress ~~and~~ , proficiency levels students are expected to meet, achievement levels of the state academic standards, ~~type and extent of participation, parental input in educational decisions,~~and coordination and integration with other federal, state, and District programs~~, and evaluations of progress~~;

~~C.~~ opportunities to participate in activities to build Parent involvement ~~activities~~capacity, such as training and providing materials to help Parents to work with their students to improve achievement~~. A goal of Parent activities is to provide Parents with opportunities to participate in education-related decisions for their students, as appropriate;~~

~~D.~~c. ~~to~~ and encouraging volunteer work at the ~~extent practicable, opportunities for involvement in the Title I Program for Parents of limited English proficiency, Parents with disabilities, Parents with limited literacy, Parents who are economically disadvantaged, Parents of a minority background, or Parents of migratory children. Communication to Parents about student progress and other Title I matters will be provided in a language the Parent can understand, to the extent practicable. Responses to Parent concerns will be provided in a timely manner~~school as appropriate;

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~~E.~~d. opportunities for Parent-teacher conferences, in addition to those regularly scheduled by the District, if requested by the Parents or as deemed necessary by District staff;

~~F.~~e. coordination and integration of parental involvement programs and activities with other community programs. These may include cooperation with ~~other~~ community programs such as Head Start, preschools, and other community services; and

~~G.~~f. educating teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of Parents, in the value and utility of parental contributions, how to reach out to, communicate with, and work with Parents as equal partners.

All Parents, including those with limited English proficiency, disabilities, or limited literacy and those who are economically disadvantaged, of a minority background, or migratory, will have opportunities to participate in Title I parent engagement activities.

Communication to Parents about student progress and other Title I matters will be provided in a language the Parent can understand, to the extent practicable. Responses to Parent concerns will be provided in a timely manner.

C. District Obligations

The District will:

1. operate programs, activities, and procedures for the involvement of Parents in all its schools with Title I, Part A programs. Those programs, activities, and procedures will be planned and operated with meaningful consultation with Parents of participating children;

2. work with its schools to ensure that school-level Parent and family engagement practices are implemented appropriately, and include, as a component, the School-Parent Compact;

3. incorporate this Policy into its LEA plan developed under section 1112 of the ESEA;

4. provide opportunities for the informed participation of all Parents and family members, by providing information and school reports as required by law in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language Parents understand; and

5. if the LEA plan developed under this Policy is not satisfactory to the Parents of participating children, submit Parent comments when it submits the plan to the Michigan Department of Education.

D. Implementation

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1. The District will take the following actions to involve Parents in the joint development of this Policy:

   - [List additional actions]

2. The District will provide the following coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective Parent and family engagement activities to improve student academic achievement and school performance:

   - [List activities]

3. The District will take the following actions to conduct, with the involvement of Parents, an annual evaluation of the content and effectiveness of this Policy:

   - [List actions, such as describing how the evaluation will be conducted, identifying who will be responsible for conducting it, and explaining what role Parents will play]

4. To encourage strong Parent and family engagement, the District will:

   a. hold an informational meeting at least annually to explain this Policy and the school's Title I programming. All Parents of participating students will be invited to this meeting. Invitations may take the form of notes sent with students, announcements in the school newsletter, and notice posted on the school's website;

   b. provide assistance to Parents and children served by the District in understanding topics such as:

      - state academic standards;
      - state and local academic assessments including alternate assessments;
      - Title I, Part A requirements;
      - child progress monitoring; and
      - collaboration with educators.

   c. provide materials and training to help Parents work with their children to improve academic achievement and use technology to foster Parent and family engagement by:

      - [List materials and training activities]

   d. educate Employees on how to communicate and work with Parents as equal partners, implement Parent programs, and build ties between Parents and schools by:

      - [List activities]

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e. to the extent feasible and appropriate, coordinate and integrate Parent and family engagement programs and activities with other relevant federal, state, and local programs, and conduct other activities, such as parent resource centers, that encourage and support Parents in participating in the education of their children, by:

- [List activities]

f. ensure that information related to the District and Parent programs, meetings, and other activities is sent to the Parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the Parents can understand by:

- [List actions]

Legal Authority: 20 USC 6318

Date adopted:

Date revised:

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Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5406 Title I Funds

The District will use Title I funds (including Perkins V funds) to supplement, not supplant, state and local funds that would, in the absence of Title I funds, be spent on Title I programs. The District will ensure that Title I funds will not be used to provide services that otherwise take the place of public education services that are to be provided to all students. A student's eligibility for Title I services may not disqualify the student from any service for which the student is otherwise eligible.

The District will maintain records of Title I-funded professional development. The Superintendent or designee will ensure that professional development is aligned with the needs of the District's Title I programs. Title I-funded professional development will not duplicate that which is funded from other sources and which, in the absence of Title I funds, would be provided to all staff.

Legal Authority: 20 USC 6301 et seq.

Date adopted:

Date revised:

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Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5411 Student Promotion, Retention, and Placement

The District has the sole discretion to make promotion, retention, and placement decisions for its students, consistent with state and federal law. The District may consider Parent requests that a student be placed in a particular classroom, building, educational program, or grade.

A. Student Promotion and Retention

The building principal will attempt to consult with a student's Parent before deciding to retain a student, advance a student to the next grade mid-year, or allow a student to skip a grade level. If the Parent disagrees with the building principal's decision about promotion or retention, the Superintendent or designee will make the final decision.

B. Student Placement

The Superintendent or designee will determine a student's classroom and building placement based on District needs, available space, and educational expertise, consistent with state and federal law. The District's placement decision is final. Nothing in this section may be construed to limit or modify rights under state or federal laws applicable to students with disabilities, including the right to have placement decisions made by an IEP or Section 504 Team.

C. Intradistrict Choice

A student who is the victim of a violent criminal offense at school may transfer to another public school in the District, if available. A student who is attending a persistently dangerous school may transfer to another public school in the District, if available. The Superintendent or designee will notify Parents if their student is eligible to transfer under this Policy.

This Policy incorporates the definitions for "violent criminal offense" and "persistently dangerous school" contained in the Michigan State Board of Education's Statewide Safe School Choice Policy.

D. Nontraditional Programs

The District may operate nontraditional programs to meet the needs of all students. Nontraditional programs may include alternative education or virtual settings. The building principal or designee will attempt to consult with a student's Parent before finalizing a decision to move a student to a nontraditional program. If the Parent disagrees with the building principal's or designee's decision, the Superintendent or designee will make the final decision~~.~~, consistent with applicable law. Nothing in this section may be construed to limit or modify rights under state or federal laws

applicable to students with disabilities, including the right to have placement decisions made by an IEP or Section 504 Team.

E. Reserved

Legal authority: 20 USC 7912; MCL 380.1278a, 380.1278b, ~~380.1280f~~MCL 388.1621f

Date adopted:

Date revised:

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Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5420 Sex Education

[Choose Option 1 or 2:]

[Option 1: Communicable Disease Instruction (mandatory for those districts not electing to provide sex education and reproductive health instruction).

A. Communicable Disease Instruction

The Superintendent or designee will ensure that students are taught about dangerous communicable diseases. Instruction must include the principal modes by which dangerous communicable diseases, including, but not limited to, human immunodeficiency virus infection and acquired immunodeficiency syndrome, are spread and the best methods for disease restriction and prevention.

Instruction must be provided by qualified instructors as defined by state law. Instruction must stress that abstinence from sex is: (1) a responsible and effective method of preventing sexually transmitted diseases, and (2) a positive lifestyle for unmarried young people.

B. Revision to Materials and Methods of Instruction

Before revising curriculum about dangerous communicable diseases, the Board will hold at least 2 public hearings occurring at least 1 week apart on the proposed revisions.

Legal authority: MCL 380.1169]

[Option 2: Sex Education and Reproductive Health (for districts electing to provide sex and reproductive health education in addition to mandated communicable disease instruction).

A. Communicable Disease Instruction

The Superintendent or designee will ensure that students are taught about dangerous communicable diseases. Instruction must include the principal modes by which dangerous communicable diseases, including, but not limited to, human immunodeficiency virus infection and acquired immunodeficiency syndrome, are spread and the best methods for disease restriction and prevention.

Instruction must be provided by qualified instructors as defined by state law. Instruction must stress that abstinence from sex is: (1) a responsible and effective method of preventing sexually transmitted diseases, and (2) a positive lifestyle for unmarried young people.

B. Revision to Materials and Methods of Instruction

Before revising curriculum about dangerous communicable diseases, the Board will hold at least 2 public hearings occurring at least 1 week apart on the proposed revisions.

C. Sex Education Advisory Board

The Board will create a sex education advisory board to:

1. establish sex education program goals and objectives for student knowledge and skills that are likely to reduce the rates of sex, pregnancy, and sexually transmitted diseases;

2. review materials and methods of instruction used in the District's sex education program;

3. make recommendations to the Board for implementation of a sex education program; and

4. evaluate, measure, and report the attainment of program goals and objectives at least every 2 years.

The sex education advisory board must include the following members: Parents, students, educators, local clergy, and community health professionals. At least half of the members must be Parents who have a student in the District. A majority of those Parents must not be employed by a school district.

The sex education advisory board will have 2 co-chairs appointed by the Board. One co-chair must be a Parent of a student in the District.

The Board may, in its discretion, determine and modify terms of service for sex education advisory board members, the number of members, and the membership selection process.

Co-chairs or their designees will provide members of the sex education advisory board 2 weeks' electronic or written notice of meetings.

D. Sex Education Courses

The Board authorizes age-appropriate, medically-accurate instruction in sex education including, but not limited to, family planning, human sexuality, and the emotional, physical, psychological, hygienic, economic, and social aspects of family life. Instruction may also include the subjects of reproductive health and the recognition, prevention, and treatment of sexually transmitted diseases. The District's sex education curriculum must comply with state law.

~~Instruction must include principal modes by which dangerous communicable diseases, including, but not limited to, human immunodeficiency virus infection and acquired immunodeficiency syndrome, are spread and the best methods for disease prevention.~~

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Sex education instruction must be provided by qualified instructors as defined by state law. Instruction must stress that abstinence is (1) a responsible and effective method of preventing unplanned pregnancy, out-of-wedlock pregnancy, and sexually transmitted diseases, and (2) a positive lifestyle for unmarried young people.

Sex education is an elective course and is not required for graduation.

E. Reproductive Health Instruction

A reproductive health instruction program must be supervised by a licensed physician, a registered nurse, or other person certified by the State Board of Education as qualified.

No person may dispense or distribute a family planning drug or device on District property.

Clinical abortion is not considered a method of family planning, and abortion must not be taught as a method of reproductive health.

F. Revision to Materials and Methods of Instruction

Before revising sex education materials or methods of instruction, or before revising curriculum about dangerous communicable diseases, the Board will hold at least 2 public hearings occurring at least 1 week apart on the proposed revisions.

G. Parental Notice and Opt-Out

A student may not be enrolled in a class in which family planning or reproductive health is discussed unless the student's Parent is provided advance notice of the course content, is given a prior opportunity to review the course materials, and is provided advance notice of the right to excuse the student from the class. If a Parent excuses a student from the class in writing, the student will not be penalized or lose academic credit for not attending the class.

A Parent may file written notice that the student is excused from all sex education offered by the District. If the District receives written notice, the student may not be enrolled in a sex education class unless authorized by the Parent in writing.

Legal authority: MCL 380.1169, 380.1506, 380.1507, 380.1507a, 380.1507b]

Date adopted:

Date Revised:

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Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5421 Work-Based Learning Experience [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number *and* in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

The District permits students to participate in approved work-based learning (WBL) experiences. All WBL experiences must comply with applicable law, regulations, and guidance, particularly those applicable to the employment of minors, workplace safety, workers' compensation, nondiscrimination, and unlawful harassment.

~~A WBL experience will be coordinated by the District through a training agreement with an employer. The employer must provide a training plan, acceptable to the District, which explains how the WBL experience relates to the student's educational objectives. The WBL experience must be supervised by the employer and monitored by a certified teacher employed by the District or an individual working under a valid substitute permit, authorization, or approval issued by MDE. The training agreement and training plan must comply with MDE guidance and be in effect by the applicable pupil count day. A copy of the training agreement and training plan will be kept on file at the District and with the employer.~~

A WBL experience may be paid or unpaid.

The Superintendent will designate a WBL Coordinator ~~who~~. The WBL Coordinator or a CTE program teacher will determine whether a proposed WBL experience complies with applicable state and federal laws, regulations, and guidance and is consistent with the student's educational objectives.

If the WBL Coordinator or CTE program teacher denies a student's request for a WBL experience, the student may appeal the decision to the Superintendent or designee, whose decision is final.

If the WBL Coordinator or CTE program teacher determines during the course of the WBL experience that the experience or worksite no longer complies with the approved training plan, District Policy, or state or federal laws, regulations, or guidance, the WBL Coordinator or CTE program teacher will, in consultation with the Superintendent or designee, determine whether the WBL experience should continue.

Credit for a WBL experience will be consistent with Policy 5409 and the applicable student handbook.

Legal authority: *Work-Based Learning Manual*, Michigan Department of Education

Date adopted:

Date revised:

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5600 Student Support Services

5603 Section 504

The District does not discriminate against any student with a disability, as that term is defined in Section 504 of the Rehabilitation Act (Section 504), in any District program or activity. Any claim of disability-based discrimination will be addressed pursuant to ~~Policy~~Policies 3115-3115H and 5202.

Eligible students are entitled to a free appropriate public education through a Section 504 plan. Students with disabilities who are also eligible for services under Policy 5601 will receive a free appropriate public education through an IEP.

The District will follow federal law and applicable regulations and guidance in identifying, locating, evaluating, and educating students with disabilities under Section 504. The Superintendent or designee will develop and implement procedures for identifying and serving eligible students under Section 504 that are consistent with federal law.

For purposes of this Policy, a free appropriate public education means the provision of regular or special education and related services that are designed to meet the individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met, and that are provided without cost (except for District fees imposed on students without disabilities and their Parents).

Date adopted:

Date revised:

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5700 Student Health and Safety

5701 Abuse and Neglect

A. Child Abuse and Neglect

Mandated reporters must immediately report all instances of suspected child abuse or neglect pursuant to Michigan's Child Protection Law and Policy 4202. All other employees, volunteers, and contractors who are not mandated reporters are also expected to immediately report all instances of suspected child abuse or neglect.

The District will cooperate with Children's Protective Services (CPS) during an investigation of suspected child abuse or neglect. Cooperation may include allowing CPS access to a student without Parent consent if CPS determines access is necessary to complete the investigation or prevent abuse or neglect. The District will not impose conditions on the investigator or investigation beyond what is permitted by law.

Before a CPS investigator is given access to a student, the building principal or designee will verify the investigator's credentials.

The building principal or designee may be present for the student's interview, at the discretion of CPS. If CPS seeks to remove a student from school, the building principal or designee will: (1) provide CPS with the student's Parent phone number and address; and (2) request that the CPS official sign a statement certifying that the student is being removed because of safety-related concerns. If the CPS official refuses to or is unable to sign the requested certification, the building principal or designee will document the removal, including the name(s) of the CPS official(s) removing the student, the stated reason(s) given for the removal, the identity of the person(s) witnessing the removal, and the date and time of the removal.

The District may share student records with CPS only as permitted by Policy 5309 and the Family Educational Rights and Privacy Act.

If the District makes a report to CPS, the District will maintain a copy of the written report with the reporter's identity redacted. The reporter's identity will remain confidential unless disclosure is authorized by the reporter's consent or by court order.

"Mandated reporter" means a physician, dentist, physician's assistant, registered dental hygienist, medical examiner, nurse, person licensed to provide emergency medical care, audiologist, psychologist, physical therapist, physical therapist assistant, occupational therapist, athletic trainer, marriage and family therapist, licensed professional counselor, social worker, licensed master's social worker, licensed bachelor's social worker, registered social service technician, social

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service technician, a person employed in a professional capacity in any office of the friend of the court, school administrator, school counselor or teacher, law enforcement officer, member of the clergy, or regulated child care provider who has reasonable cause to suspect child abuse or child neglect.

B. Vulnerable Adults

All school employees must report suspected abuse, neglect, or exploitation of a vulnerable adult consistent with Michigan's Social Welfare Act.

The District will cooperate with an Adult Protective Services (APS) investigation to the extent required by law. The District may share student records with APS only as permitted by Policy 5309 and the Family Educational Rights and Privacy Act.

If the District makes a report to APS, the District will maintain a copy of the written report with the reporter's identity redacted. The reporter's identity will remain confidential unless disclosure is authorized by the reporter's consent or by court order.

Legal authority: 20 USC 1232g; MCL 722.621 et seq.; MCL 400.11a

Date adopted:

Date revised:

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5700 Student Health and Safety

5707 School Wellness Policy

The District is committed to providing a school environment that enhances opportunities for learning and lifelong wellness.

A. Nutrition Promotion and Education Goals

All students will receive nutrition education annually that is aligned with the Michigan Health Education Grade Level Content Expectations and the Michigan Merit Curriculum Guidelines for Health Education. Teaching healthy eating behaviors will be part of the curriculum.

The District promotes healthy food and beverage choices for students. The District will implement evidence-based healthy food promotion techniques through:

1. offering school meal programs; and

2. publicizing foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards. The District will collaborate with public and private entities to promote student wellness.

The District will make water available to students throughout the school day.

B. Physical Activity Goals

The District will offer physical education programs that are designed to equip students with the knowledge, skills, and values necessary for lifelong physical activity. Physical education instruction will be aligned with the Michigan Physical Education Grade Level Content Expectations and the Michigan Merit Curriculum Guidelines for Physical Education.

Students will have the opportunity to participate regularly in supervised physical activities, either organized or unstructured, intended to maintain physical fitness and an understanding of the benefits of a physically active and healthy lifestyle.

The District strives to provide physical activity breaks for all students, including recess for elementary students and before and after school activities, and encourages students to use active transport (e.g., walking, biking).

The District encourages Parents to support their students' participation in physical activity, to be physically active role models, and to include physical activities in family events.

C. Goals for Other School-Based Activities Designed to Promote Student Wellness

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The District may partner with community members or groups to implement this Policy. The District will also:

1. participate in state and federal child nutrition programs as appropriate;
2. allow other health-related entities to use school facilities for activities such as health clinics, screenings, and wellness events consistent with Policy 3304;
3. use evidence-based strategies to develop, structure, and support student wellness; and
4. create environments conducive to healthy eating, physical activity, and conveying consistent health messages.

D. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day

The District will ensure that students have access to foods and beverages that comply with applicable laws and guidelines including, but not limited to, the USDA Nutrition Standards for School Meals and the USDA Smart Snacks in School nutrition standards.

The District will offer students a variety of age-appropriate, healthy food and beverage selections including fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements to promote student health and reduce childhood obesity.

E. Standards for All Foods and Beverages Provided, But Not Sold, to Students During the School Day

The District may provide a list of healthy food and beverage alternatives to Parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The District discourages the use of unhealthy food and beverages as a reward or incentive for performance or behavior.

F. Food and Beverage Marketing

Marketing and advertising is allowed on school grounds or at school activities only for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards. Food and beverage fundraising and marketing that occurs at events outside of school hours need not comply with the USDA Smart Snacks in School nutrition standards.

In-school fundraising events must comply with Policy 5501 and MDE's Non-Compliant Food Fundraiser Guidance, which permits 2 fundraisers per week, per school building that do not comply with USDA Smart Snacks in School nutrition standards. In-school fundraising events may last up to 1 day and may not be held in the food service area during meal times.

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Equipment that currently displays noncompliant marketing materials (e.g., scoreboard with soft drink logo) need not be immediately removed or replaced. As the District reviews and considers new contracts and as durable equipment, like scoreboards, is replaced or updated, any food or beverages marketed and advertised will meet or exceed the USDA Smart Snacks in School nutrition standards.

G. Wellness Committee

The District will form a Wellness Committee to establish goals for, oversee, and periodically review and update school health policies and programs. The Wellness Committee will also oversee this Policy's implementation.

The Wellness Committee will represent all school buildings and include, to the extent possible, Parents, students, food service representatives, physical and health education teachers, school and community health care professionals, and community members. The Board encourages community participation in the Wellness Committee. When possible, membership will also include Supplemental Nutrition Assistance Program education coordinators.

H. Implementation and Oversight

The Superintendent or designee is responsible for ensuring that each school building complies with this Policy.

The Board will review this Policy at least every 3 years to determine compliance, progress, and the extent to which this Policy compares to model school wellness policies. Parents, students, school employees, school health professionals, Board members, and community members may provide input to the District during the Wellness Policy review process.

A copy of this Policy will be maintained in the District's administrative offices and posted on the District's website. The Superintendent or designee will maintain all legally required documentation for implementation of this Policy.

The Superintendent or designee will annually provide notice about this Policy and any updates to the community.

I. School Meal Program

1. Meal Modifications

The District will accommodate reasonable meal modification requests for students with disabilities, as defined in Section 504 of the Rehabilitation Act, with no additional cost to the student. The modification request must be related to the disability or limitations caused by the disability.

~~1.~~2. Delinquent Meal Charge Debt and Bad Debt

The District is required to make reasonable efforts to collect unpaid meal charges of current students. The building principal or designee will contact households about unpaid meal charges and may establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the District may pursue any other methods to collect delinquent debt of current students as allowed by law. Collection efforts may continue into a new school year.

Unpaid meal charges of inactive students, such as graduated students and students no longer enrolled at the District, that are not collected by the end of the school year will be classified as bad debt. No later than December 31 of the following school year, non-federal funds will be used to reimburse the school meal program for the amount of bad debt.

~~2.~~3. Elimination of "Lunch Shaming"

The District will strive to eliminate any form of "lunch shaming." "Lunch shaming" is the public identification or stigmatization of students who cannot pay for a school meal. In furtherance of this goal, the District prohibits the following:

a. requiring a student who cannot pay for a school meal or who has unpaid meal charges to wear a wristband or handstamp;

b. requiring a student to dispose of a meal after it has been served because the student cannot pay for the meal or has unpaid meal charges;

c. communicating directly with a student about unpaid meal charges unless the District has attempted but has been unable to contact the student's Parent by telephone, e-mail, or other written or oral communication;

d. requiring a student to perform chores or other labor to pay a student meal debt; and

e. discussing a student's unpaid meal charges in the presence of other students.

~~3.~~4. Meal Charge Policy

The District's policy on charged meals is: [Choose Option 1 or 2:]

[Option 1:] [If a student has no funds available to pay for a meal, the student will be provided a meal, and the student's account will be charged.]

[Option 2:] [Insert District's practice for charging meals]

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases.

The District will encourage Parents to complete financial eligibility forms as part of the student enrollment process to determine eligibility for free or reduced-price meals.

The Board directs the Superintendent to include this Policy in the student handbook and to distribute it to Parents.

Legal Authority: 7 CFR 210 et seq., 42 USC 1751 et seq.

Date adopted:

Date revised:

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5700 Student Health and Safety

5712 Concussion Awareness

A. Each coach, employee, volunteer, and other adult who works with ~~student athletes~~students in an athletic activity, including physical education classes, sponsored or operated by the District, must complete the concussion awareness training program required by the Michigan Public Health Code at least once every 3 years.

B. Before allowing a student ~~athlete~~ to participate in any athletic activity, including physical education classes, the District will annually:

~~A.~~1. provide the MHSAA- or state-approved educational materials on concussion awareness to each student ~~athlete~~ and to the ~~student athlete's~~student's Parent; and

~~B.~~2. obtain a statement signed by each student ~~athlete~~ and respective Parent acknowledging receipt of the MHSAA- or state-approved concussion awareness educational materials. The District will maintain this signed statement for 5 years or until the student is 18, whichever is longer.

C. A student ~~athlete~~ must be removed from any practice, game, or ~~game~~physical education class activity when the student ~~athlete~~ is reasonably suspected of sustaining a concussion during a practice or game. The student ~~athlete~~ will not be permitted to participate in any school athletic activities involving physical exertion, including practices ~~or games~~, games, or physical education class activities until the student has:

~~A.~~1. been evaluated by a licensed physician, physician's assistant, or nurse practitioner;

~~B.~~2. received written and signed clearance to resume participation in athletic activities from a licensed physician, physician's assistant, or nurse practitioner; and

~~C.~~3. submitted to the school the written and signed clearance to resume participation in athletic activities, accompanied by written permission from the student's Parent to resume participation.

District officials are not required to verify the qualifications of the physician, physician's assistant, or nurse practitioner who provides the clearance.

D. A student who has sustained a concussion may need accommodations, supports, and monitoring until the student is fully recovered. Nothing in this Policy automatically entitles a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act or the Individuals

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with Disabilities Education Act. Staff should refer a student who has sustained a concussion for evaluation if they suspect the student may have a disability, consistent with Policies 5601 and 5603.

Legal authority: MCL 333.9155, 333.9156

Date adopted:

Date revised:

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Marked PDF of Changes

Tracked Changes to the Board Policy Manual July 25, 2025

Note: use the Bookmarks tab to quickly access different policies in this PDF



THRUN
LAW FIRM, P.C.
POLICY SERVICE

5306 Foreign Students
5307 Homeless Students
5308 Protection of Pupil Rights
5309 Student Records and Directory Information

5400 Curriculum, Instruction, and Parent Involvement
5401 Parent Involvement in Education
5402 Communication with Parents
5403 Rights of Non-Custodial Parents
5404 Free Textbooks, Materials, and Charging of Fees and Fines
5405 Title I Parent and Family Engagement Policy or Intentionally Left Blank
5406 Title I Funds
5407 Instructional Program and Curriculum Development
5407-F Instructional Materials Opt-Out Form (Not Sex Education, Family Planning, and/or Reproductive Health)
5408 Intentionally Left Blank
5409 Academic Credits and Graduation
5410 Commencement
5411 Student Promotion, Retention, and Placement
5412 Class Rank or Intentionally Left Blank
5413 Senior Recognition or Intentionally Left Blank
5414 Completion Certificates or Intentionally Left Blank
5415 Summer School
5416 Homebound and Hospitalized Instruction
5417 Homework or Intentionally Left Blank
5418 Grades
5419 Reading Assessments, Instruction, Intervention, and Retention
5420 Sex Education
5421 Work-Based Learning Experience or Intentionally Left Blank

5500 School Sponsored and Extracurricular Activities
5501 Fundraising Activities
5502 Student Government or Intentionally Left Blank
5503 Bulletin Boards and Other Student Postings
5504 School-Sponsored Publications and Productions
5505 School Attendance on Days of Scheduled Activities or Intentionally Left Blank
5506 Field Trips
5507 Extracurricular Activities
5508 Extracurricular and Athletic Trips
5509 Public Appearances of School Groups or Intentionally Left Blank
5510 Student-Initiated, Non-Curricular Clubs
5511 Secret Organizations

5600 Student Support Services
5601 Special Education
5602 Independent Educational Evaluation
5603 Section 504

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Series 4000: District Employment

4200 Employee Conduct and Ethics

4221 Employee Speech

As role models, employees must exercise sound judgment in their interactions with students, Parents, and members of the community and maintain a high degree of professionalism and objectivity. Employees must act within the scope of their respective duties and responsibilities.

A. Curriculum, Instruction, and Controversial Topics

During instruction and discussion of controversial issues, employees must follow these guidelines:

1. the issues discussed must be relevant to the curriculum and be part of a planned educational program;
2. students and Parents must have free access to appropriate materials and information for analysis and evaluation of the issues;
3. employees must allow discussion of a variety of viewpoints so long as that discussion does not substantially disrupt the educational environment;
4. the topic and materials used must be within the students' range, knowledge, maturity, and competence;
5. employees must obtain pre-approval from the building principal before instructing students about sensitive or controversial issues~~; and~~
6. employees must not advocate partisan causes, sectarian religious views, or self-propaganda of any kind during school or school-related functions. Employees may express a personal opinion as long as students are encouraged to reach independent decisions~~.~~; and
7. if a Parent objects to their student's instructional materials, employees will refer the Parent to Policy 5407 and Form 5407-F.

Employees who are unsure of their obligations must confer with their building principal or supervisor.

B. Speech on Matters of Public Concern

The District respects and supports its employees' right as citizens to exercise free speech in a responsible manner.

Free speech rights are not absolute and are subject to restriction when the employee is acting within the course and scope of their employment.

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When speaking as a citizen on a matter of public concern, an employee must not make written, verbal, online, or nonverbal statements that cause a substantial disruption to the school environment, violate federal or state law, or otherwise violate these Policies. An employee's right as a citizen to comment upon matters of public concern must be balanced against the District's interest in promoting the efficiency of the public services it performs through its employees.

Employees do not speak on behalf of the District or a school unless specifically authorized by the Board or Superintendent.

Legal authority: U.S. CONST. amend. I; Const 1963, art I, § 5

Date adopted:

Date revised:

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Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5407 Instructional Program and Curriculum Development

The District will provide students with at least the minimum number of instructional hours and days each school year required by the state for full state aid funding. The District may deviate from this requirement only as permitted by state law.

The Board, advised by the Superintendent, will adopt a curriculum and procure textbooks and materials to support the curriculum.

The Superintendent or designee is responsible for providing and directing District-wide planning for curriculum, instruction, assessment, and staff development in accordance with Policy 2203. Committees consisting of educational professionals, including administrators, and community members, may be established to design instructional strategies and assessments to implement the curriculum.

A. Parent Rights

As described in Policy 5401, the District will provide a Parent the opportunity to review District-approved curriculum, textbooks, and instructional materials upon request to the building principal. See Policy 5401 for appropriate procedures.

B. [Optional, but recommended] Complaints about Instructional Materials

If a Parent objects to their student's instructional materials, the following procedures will apply:

1. First Level – Objection to ~~Teacher.~~Building Principal. The Parent must submit an objection and explanation in writing to the ~~relevant classroom teacher.~~building principal using Form 5407-F. The ~~teacher~~building principal will review the Parent's objection and ~~either (1) exempt~~ the ~~student from using the material; (2) discontinue using the material for some or all students; or (3) advise the Parent of the educational and pedagogical reasons for the material.~~objected materials to determine whether:

~~2. Second Level - Appeal to Building Principal. If the Parent disagrees with the teacher's response, the Parent may submit a written appeal to the building principal stating the reasons why the Parent objects to the materials. The building principal will confer with the relevant classroom teacher within 5 school days. The building principal will review the written objection and the materials in question to determine whether:~~

   a. the stated objection outweighs the educational and pedagogical reasons the material was selected;

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b. the materials require the student to engage in conduct or practice that violates ~~the~~ or substantially interferes with the student's sincerely held religious belief or religious development;

c. the materials lack serious educational, literary, artistic, political, or scientific value for the age range of the students in question; or

d. the materials are inappropriate or harmful for the age range of the students in question.

The building principal will confer with the teacher as part of their review of the Parent's objection.

The building principal will provide all parties with a written response granting or denying the ~~appeal~~Parent's objection within 10 school days ~~after conferring. If the Parent's objection is granted, the student will be excused from this instructional material~~ with ~~the teacher~~no negative consequence.

~~3.~~2. [~~Optional. If selected, choose~~Choose Option 1 Superintendent Review or Option 2 Committee Review]

[Option 1~~: Third~~:] Second Level - Superintendent Review. If the Parent disagrees with the building principal's response, the Parent may submit a written appeal to the Superintendent within 5 school days after receiving the building principal's response. The Superintendent will review the Parent's written objection, the building principal's written response, the Parent's written appeal, the materials being challenged, and any other information the Superintendent deems relevant. The Superintendent will issue a written decision within 30 calendar days of receiving the appeal based on the factors described in Section ~~2~~1 above. The Superintendent's decision is final. If the Parent's appeal is granted, the student will be excused from this instructional material with no negative consequence.

[Option 2~~: Third~~:] Second Level – Committee Review. If the Parent disagrees with the building principal's response, the Parent may submit a written appeal to the Superintendent within 5 school days after receiving the building principal's response. The Superintendent will create a committee to review the appeal. The committee will review the Parent's written objection, the building principal's ~~written~~ response, the Parent's written appeal, the materials being challenged, and any other information the committee deems relevant. The committee will issue a written decision within 30 calendar days of receiving the appeal based on the factors described in Section ~~2~~1 above. The committee's decision is final. If the Parent's appeal is granted, the student will be excused from this instructional material with no negative consequence.

C. [Optional, but recommended] Complaints about Library Materials

1. If a Parent objects to materials in the school library, the Parent must submit an objection and explanation in writing to the Superintendent identifying:

~~1.~~a. the basis for the objection;

~~2.~~b. any recent known use of the library materials in the school; and

~~3.~~c. any other relevant information.

2. The Superintendent will review the written objection and the materials in question in their totality to determine whether:

~~1.~~a. the materials lack serious educational, literary, artistic, political, or scientific value for the age range of the students in question; or

~~2.~~b. the materials are inappropriate or harmful for the age range of the students in question.

The Superintendent may, in his or her sole discretion, designate review to another administrator or employee. The Superintendent or designee will endeavor to provide a written response to the Parent within 30 calendar days after receiving the objection. The Superintendent or designee's decision is final.

The District will not restrict access to the challenged material during the review process.

Legal Authority: MCL 380.1137~~,~~; MCL 388.1706; *Mahmoud v Taylor*, 606 US ___ (2025)

Date adopted:

Date revised:

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Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5407-F Instructional Materials Opt-Out Form (Not Sex Education, Family Planning, and/or Reproductive Health)

[District Name] uses a variety of instructional materials to achieve academic objectives, follow state content and curriculum standards, and ensure students are exposed to a wide range of ideas and viewpoints. While the District strives to select materials that are inclusive for all students and acceptable to all families, there may be times when a Parent or student objects to certain materials. In these circumstances, a Parent may request their student's excusal from the instructional material. Opt-out requests will be reviewed using the procedure in Policy 5407.

If you are seeking to opt your student out of sex education, family planning, and/or reproductive health instruction, do not use this form. Please follow the procedures described in Policy 5420.

I request that my child, _____, be excused from the following class instruction: _____

_____

Please list the specific curricular material, lesson, or book from which you are seeking excusal. Failure to provide specific information will result in this request being denied.

Reason for opt-out:

☐ The materials require the student to engage in conduct or practice that violates or substantially interferes with the student's sincerely held religious belief and/or religious development. Specific religious objection: _____

☐ The materials lack serious educational, literary, artistic, political, or scientific value for the age range of the students in question.

☐ The materials are inappropriate or harmful for the age range of the students in question.

☐ Other. Specific objection: _____

This form must be used for all opt-out requests, excluding sex education, family planning, and/or reproductive health instruction. Failure to use this form or to fully complete this form will result in the request being denied.

Parent's Name (Print): _____ _____
Date

Parent's Signature: _____

Principal Response:

☐ Granted

☐ Denied (provide denial rationale): _____

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M E M O R A N D U M

TO: CASB Delegates and Alternates
Calhoun ISD and LEA Superintendents

FROM: Chad Rocco, CASB President
Jerry Johnson, CISD Superintendent and CASB Executive Secretary

DATE: November 6, 2025

RE: 2025-2026 Award Nominations

The **Calhoun Association of School Boards Annual Awards Banquet** will be held on **Wednesday, April 29, 2026, at the Calhoun Area Career Center**, 475 E. Roosevelt Ave in Battle Creek. At this meeting, yearly awards and recognitions will be presented.

We are mailing the nomination form early to allow School Boards time for discussion and decision-making. The nomination procedures for the Citizen and Professional Awards are as follows:

1. Nominations for the Citizen and Professional Awards should be submitted through individual boards of education. Individual board members with nominations should submit these to their respective school boards for board action and the formal nomination procedure. The nominations (approved by the local school boards) should then be submitted to the CASB Executive Secretary. As you consider nominations, think about area citizens and professionals who have made significant educational contributions within the Calhoun ISD, many times behind the scenes. Examples include volunteers supporting area programs, community stakeholders who have supported area-wide education, and educators serving the CISD area "above and beyond."

2. The Calhoun Association of School Boards' Board of Directors, as well as local boards of education, will also have the opportunity to make nominations for a Special Commendation Award. This award is applicable to groups or organizations other than those nominated for the Citizen and Professional Awards and often encompass a single contribution or contributions over time not yet recognized.

3. The Calhoun Association of School Boards requests that the CASB Board of Directors (Delegates and Superintendents) make certain their respective board either makes a nomination or replies to the CASB Executive Secretary that no nomination will be forthcoming from their school district.

4. When considering nominees, those serving only one district or community may be more appropriately recognized locally. Additionally, years of service should be given appropriate consideration.

5. All nominees will be considered by the CASB Board of Directors.

Attached are the nomination forms as well as a list of previous award recipients. Please be sure to have your board of education finalize their nominations for submission at your **November, December, or January board meeting. Please return your nominations (or notice of no nomination) to Jerry Johnson at the Calhoun Intermediate School District by 4:00 p.m. on Friday, January 30, 2026.**

CALHOUN ASSOCIATION OF SCHOOL BOARDS

Citizen and Professional Award Criteria

From those individuals nominated, it is the intent of the association to honor the following:

- **Individuals who have made contributions in the Calhoun ISD area, and even in Michigan**
- **Volunteers supporting area programs, many times behind the scenes**
- **People external to our organizations who have supported area-wide education**
- **Educators serving the Calhoun ISD area "above and beyond"**
- **Those who have made an outstanding contribution in educational leadership in the Calhoun ISD area**
- **Those serving our area as well as providing State and/or National leadership on educational issues**

Those whose service is primarily within one district of community may be more appropriate recognized locally.

PREVIOUS WINNERS OF CASB AWARDS

CITIZENS	YEAR	PROFESSIONAL
Judge Mary Coleman, Lakeview	1964	Dr. Maurice Seay, Lakeview
Frank T. Zinn, Marshall	1965	Harry Davidson, Battle Creek
Elizabeth Binda, Lakeview	1966	Stephen M. Glaza, Calhoun ISD
Leo Boice, Springfield and Don Hinderliter, Battle Creek	1967	Esther Rupright, Battle Creek
Ruth L. Ball, Albion and E. B. Lincoln, Marshall	1968	Bruce Gray, Marshall
Dr. Emory Morris, Harper Creek	1969	Rose D. Warwick, Tekonsha
Dr. W. Edward Dewey, Harper Ck.	1970	Jennette Maris, Battle Creek
Marie Corey, Eckford Community	1971	Russell Newell, Pennfield
L'Nita Eddinger, Harper Creek	1972	Doris Klaussen, Calhoun ISD
W. James McQuiston, Battle Ck.	1973	Margaret vanBenschoten, Homer
Robert D. Gifford, Battle Creek	1974	Lloyd TeSelle, Lakeview
William Stoffer, Albion	1975	Clifford Jump, Battle Creek
James Styer, Enquirer and News Battle Creek	1976	Charles Miller, Springfield and Ted Thomas, Lakeview
Robert W. Cook, Homer and Elgin Williams, Athens	1977	Shirley Reed, Battle Creek
Dr. Millard R. Pugh, Athens	1978	Beatrice Forward, Harper Creek
John Neterer, Athens	1979	Ned & Irma Martinson, Tekonsha
Donald B. Pope, Pennfield	1980	Karl Randels, Lakeview
Ferris Church, Bellevue	1981	R. Bruce Sellers, Springfield
Lawrence Union, Albion and Terry Henckel, Athens	1982	Warren J. Fudge, Calhoun ISD
Nyle L. Katz, Ellis Corners	1983	Joseph Cooper, Marshall
Arthur Schultz, CISD/Harper Ck.	1984	Dr. Jack Mawdsley, Battle Creek
Wayne Fulton, Union City	1985	Donald Hoebeke, Bellevue
Morris Stulberg, Marshall	1986	Dr. Richard Whitmore, Kellogg C.C.
Harold J. Fisher, Calhoun ISD	1987	Harold Creekmur, Pennfield
Dr. Russell G. Mawby, WKK	1988	Dale Rosene, Marshall
David Fuller, Athens	1989	Arthur W. Angood, Battle Creek
Al and Margaret Hart, Bellevue	1990	Fred Saxton, Homer
Robert Oren, Jr., Marshall/CISD	1991	Judy Jenkins, Tekonsha
David C. Farley, Albion	1992	Nancy L. Card, Calhoun ISD
Fred C. Buhler, Kellogg Co.	1993	C. Glen Walter, Harper Creek Betsy Gauss, Albion
James Hazel Jr., Harper Creek	1994	Rebecca Rocho, CISD
Blaine Van Sickle, Mar Lee	1995	John Peruzze, Harper Creek
Harry J. Bonner, Sr., Albion	1996	Mr. & Mrs. Paul Fredrick, Athens
Michael Williams, Albion	1997	Bill and Shug Brandell, Lakeview
Peter J. Christ, Battle Creek and Lakeview	1998	Dr. Roger T. LaBonte, Calhoun ISD
Dave Hewlett, Bellevue	1999	Robert Harberts, Battle Creek
Dr. Waldo Frankenstein, Bellevue	2000	Elizabeth Washburn, Marshall
Kathy Tarr, Marshall	2001	Gerri Newnum, Harper Creek
James Nelson, Lakeview	2002	Paul Ohm, Kellogg Community College
Rose Bivens, Pennfield	2003	Dr. Robert Spencer, Lakeview
Carol Petredean-DiSalvio, Homer	2004	Joseph Blythe, Lakeview
James McHale, Battle Creek/Lakeview	2005	Michael Ott, Harper Creek
Denise Porter, Albion	2006	Ruth Kavalhuna, Calhoun ISD
Mary Althaver, Homer	2007	Elizabeth Ashburn, Pennfield
Fred Jones, Battle Creek	2008	Chris Wigent, CISD
George Taft, Harper Creek	2009	Candice Putnam, Marshall

CITIZENS	YEAR	PROFESSIONAL
Marsha Franke, Marshall	2010	Dr. Charles Coleman, Battle Creek
JoAnne Miller, Homer	2011	Cindy Ruble, Lakeview
Richard Strader, Battle Creek	2012	David Campbell, Olivet
Lawrence Union, Albion - *Posthumously*	2013	Rebecca Rocho, CISD
Floyd Beneker, Marshall	2014	Margaret Lincoln, Lakeview
Allyn Miller, Harper Creek	2015	Dr. Randy Davis, Marshall
James Davis, Lakeview, *Posthumously*	2016	Timothy Elliott, Battle Creek
Vic Potter, Marshall	2017	William Lapham, Battle Creek
Blaine VanSickle, Mar Lee - *Posthumously*	2018	Tony Warren, CISD
Jorge Zeballos, Battle Creek/Lakeview	2019	Cheryl Peters, CISD
Marion Ramer, Bellevue - *Posthumously*	2020	Dr. Mark O'Connell, KCC
No awards presented in 2021 and 2022 due to pandemic-related interruptions		
Daniel Loew, Sr., Athens - *Posthumously*	2023	Dr. Chandra Youngblood, Battle Creek
Gary Lincoln, Harper Creek	2024	Don Myers, Harper Creek – *Posthumously*
Catherine LaValley, Battle Creek	2025	Matt LeFebvre, Marshall

SPECIAL COMMENDATIONS:

1978	Pennfield Board, Administrations, Students, Staff and Community
1981	Floyd and Margaret Wonser, Lakeview Residents
1983	Elizabeth Booth, Retired Teacher, Homer
1984	The 1983 Springfield Board and Administration
1985	The W.K. Kellogg Foundation, Battle Creek
1988	Roger Carlson, Retiring Superintendent, Tekonsha
1989	Morley Fraser, Albion and Alfred B. Worde, Calhoun ISD
1992	Larry Evans, Board Member, Homer Community School, and Past President CASBMA
1993	Harold Creekmur, Retiring Superintendent, Pennfield
1994	Carol Wilbur, CISD Retiring Secretary, Administrative Assistant
1996	C. Glen Walter, Retiring Superintendent, Harper Creek Community Schools
1996	Battle Creek Enquirer Staff
1997	Robert Lowman, CISD Retiring Director of Instruction
1998	Wattles Park Men's Club, Harper Creek Community Schools
1999	Annettie Tribett, Lakeview; Bernie Larson, Bellevue and Don Gilmer, Area Legislator
2000	George Wytko, Battle Creek Public Schools
2001	Roger LaBonte, Calhoun Intermediate School District
2002	Durwood (Woody) Booher, Pennfield Schools
2003	Arthur Schultz, Calhoun Intermediate School District
2004	Dr. William LeTarte, Mar Lee School
2005	Diane & Mike Durkin, Pennfield Schools
2006	James F. Hettinger, Battle Creek Unlimited CEO and President
2007	Martin Chard, Union City Community Schools Superintendent
2008	Olivet College, Olivet Community Schools
2009	David Smith, Harper Creek Community Schools
	Eddie Williams, Albion Public Schools
2010	The Success Fund, Marshall
2014	James R.C. Hazel, Jr., Harper Creek – *Posthumously*
2017	Harry Bonner, Sr., Albion
2018	Loraine Mahar, Battle Creek – *Posthumously*
2025	Kathleen Moore, Lakeview - *Posthumously*

CALHOUN ASSOCIATION OF SCHOOL BOARDS

Nominations for 2026 Distinguished Service Awards

The _____ Board of Education of nominates

_____ as a candidate for the 2026 **Citizen** Distinguished Service Award; and nominates

_____ for the 2026 **Professional** Distinguished Service Award.

- *Eligible candidates for the Citizen Award are school board members or any active or retired non-professional citizen residing in the Calhoun Area* ***who has made or is making outstanding contributions in educational leadership in the Calhoun Intermediate School District Area that impacts all or several school districts and/or students in our area****.*

- *Eligible candidates for the Professional Award should be retired or active professional educators, such as teachers or administrators,* ***who have made or are making outstanding contributions in educational leadership in the Calhoun Intermediate School District Area that impacts all or several school districts and/or students in our area****.*

Please list or describe below the achievements of your nominee, or nominees, which in your opinion qualify that person for consideration. Return this form **no later than 4:00 p.m. on January 30, 2026** to:

Jerry Johnson, Executive Secretary
Calhoun Association of School Boards
17111 G Drive North
Marshall, Michigan 49068

Citizen Award - Reasons for our nomination(s): **Please list specific local and countywide activities and/or service** (You may attach additional documentation to this form if necessary).

Professional Award - Reasons for our nomination(s): **Please list specific local and countywide activities and/or service** (You may attach additional documentation to this form if necessary).

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FIELD TRIP REQUEST FORM

Teacher Laci Pawloski School/Class English 8

Request Date 10/27/25 Trip Date 3/6 Destination Holocaust Memorial Center

Number of Students 48 Number of Staff/Chaperones 5

Purpose of Trip Students will learn in depth information about the Holocaust.

Course of Study Holocaust - Diary of Anne Frank Unit

Specific Learning Objectives to be Accomplished:
CCSS.ELALITERACY.RH16-8.6-8.10
CCSS.RI.8.7;8.9
CCSS.RL.8.1;R3

Student Behaviors that will Confirm Achievement of the Learning Objectives:
Students will use the knowledge they learn to complete a culminating project.

Course Objectives Related to the Learning Objectives:
Students will learn about the historical time period of the Holocaust / W.W.II / Jewish Culture to better understand

Pre-Trip Lessons/Activities to be Done in the Classroom:
Students will research the historical time period of the Holocaust, including distinguishing between bias, fact, opinion.

Post Trip Activities/Lessons to Reinforce/Extend Learning:
Students will use their knowledge/ experience to create a culminating project.

I have utilized the guidelines in 2340A to plan, conduct, and evaluate the trip and, upon approval of the trip, I will obtain parental permission (2340 F2 or F2A) and use the Checklist for Trips (2340 F3).

Field Trip Approval

Trip Approved: ✓ Trip Disapproved: ____ Principal: [signature] Date: 11/10/2025

Trip Approved: ✓ Trip Disapproved: ____ Superintendent: [signature] Date: 11/11/2025

(Over)