

Kent ISD Regular School Board Meeting

Monday, August 18, 2025 4:00 PM

Kent Conference Center (Lower Level) , 1633 East Beltline NE , Grand Rapids, MI 49525

A. Call to Order

B. Welcome Visitors and Roll Call

C. Presentation

C.1. Leading Learning Award

D. Action Items

Consent Grouping: Action items may be approved with one motion unless a board member requests that an item or items be removed for separate action.

D.1. Approval of the minutes from the regular school board meeting.

D.2. Approve the Financial Report, allowing bills from July 1, 2025, through July 31, 2025.

D.3. Approve the personnel recommendations and report as presented.

D.4. Approve hiring for the KEC Oakleigh Principal position.

D.5. Approve the personnel changes for the Career & Talent Development team.

D.6. Approve the addition of a GSRP Finance Coordinator.

D.7. Approve the 2025-2026 Center Programs Student Handbook.

D.8. Approve the 2025-2026 Great Start to Readiness Student Handbook.

D.9. Approve the Secondary Programs qualifying PD Advisory Committee.

D.10. Approve the purchase of 13 Transparent Hydraulic Trainers for the KCTC Diesel program.

D.11. Approve the purchase of 12 ECG machines for the KCTC Health Careers program.

D.12. Approve the purchase of vehicle exhaust hose reels for the KCTC Diesel program.

D.13. Approve the purchase to renew the Cisco Smart Net support through People Driven Technology.

E. **Approve the purchase of PowerSchool MiPSE for the 25-26 school year.**

F. **Approve the annual board policy updates for the 25-26 school year.**

G. **Approve the Letter of Understanding to establish Student Growth Criteria.**

H. **Approve the Letters of Understanding between the KIEA and Kent ISD.**

I. **Public Comment**

J. **Items from Board Members**

K. **Superintendent's Report**

L. **Adjournment**

The Kent ISD School Board held a regular meeting at the Kent Conference Center on Monday, July 21, 2025. President Haidle called the meeting to order at 4:00 p.m.

Members Present: Rettig, Drake, Hamming, Haidle.
Member Absent: Featherston

Kent ISD Staff Present: Superintendent Gorman; Assistant Superintendents Philipps, Rodgers; Directors Houtman, Behm, Burns, Karsten; Recording Secretary Lovell
Staff Members: Joanne Boorsma, Cinnamon Mellema, Katherine O Hara Wallis

Superintendent Gorman requested nominations for the position of Board President of the Kent ISD School Board for the 2025-2026 school year.

Upon motion of Member Rettig, supported by Member Drake, it was resolved to approve the following slate for board offices for the 2025-2026 school year:

President-Andrea Haidle
Vice President-Anne Hamming
Laura Featherston-Treasurer
David Drake-Secretary
Matt Rettig- Trustee

Ayes: Hamming, Rettig, Drake, Haidle
Nays: None

Motion declared to have carried.

Upon motion of Member Drake, supported by Member Hamming, it was resolved to approve the resolution to designate bank depositories.

Ayes: Rettig, Drake, Hamming, Haidle
Nays: None

Motion declared to have carried.

Upon motion of Member Rettig, supported by Member Drake, it was resolved to approve the resolution authorizing accounts through JPMorgan Chase Bank, NA.

Ayes: Drake, Hamming, Rettig, Haidle
Nays: None

Motion declared to have carried.

Upon motion of Member Drake, supported by Member Hamming, it was resolved to approve the resolution designating the superintendent or his designee to assume the responsibilities of the treasurer for the administration of funds and to sign checks, contracts, agreements, and purchase orders.

Ayes: Hamming, Rettig, Drake, Haidle
Nays: None

Motion declared to have carried.

Upon motion of Member Rettig, supported by Member Drake, it was resolved to approve the School Board meeting dates for the 2025-2026 school year.

Ayes: Rettig, Drake, Hamming, Haidle
Nays: None

Motion declared to have carried.

Upon motion of Member Hamming, supported by Member Rettig, it was resolved to approve the procedures to call special meetings of the Board.

Ayes: Drake, Hamming, Rettig, Haidle
Nays: None

Motion declared to have carried.

Upon motion of Member Hamming, supported by Member Rettig, it was resolved to approve the resolution to appoint Legal Counsel to represent Kent ISD.

Ayes: Hamming, Rettig, Drake, Haidle
Nays: None

Motion declared to have carried.

Upon motion of Member Rettig, supported by Member Hamming, it was resolved to approve the resolution for Kent ISD staff members to use Kent ISD credit cards for district business.

Ayes: Rettig, Drake, Hamming, Haidle
Nays: None

Motion declared to have carried.

Upon motion of Member Hamming, supported by Member Drake, it was resolved to approve the resolution authorizing electronic transactions and designating an Electronic Transfer Officer.

Ayes: Drake, Hamming, Rettig, Haidle
Nays: None

Motion declared to have carried.

Director of Strategic Planning and Organizational Initiatives, Ron Houtman, provided an overview of the LEAD 2.0 Kent ISD's strategic plan. This will guide the organization's work through the next three years. Board members had the opportunity to ask questions and provide comments.

- Goal 1. Position Kent ISD as a leader for student-centered programming and regional educational services
- Goal 2. Build an organizational culture of transparency and accountability.
- Goal 3. Recruit and retain a thriving workforce invested in success for all
- Goal 4. Develop and enhance community partnerships to maximize positive impact
- Goal 5. Proactively addresses the evolving needs of the work environment

Upon motion of Member Hamming, supported by Member Drake, it was resolved to combine and approve the consent agenda action items E.1-E.16.

Ayes: Hamming, Rettig, Drake, Haidle

Nays: None

Motion declared to have carried.

Upon motion of Member Drake, supported by Member Hamming, it was resolved to approve the 35j grant purchase of classroom library books for the GSRP classroom and elementary special education classrooms across Kent ISD.

Ayes: Rettig, Drake, Hamming, Haidle

Nays: None

Motion declared to have carried.

Upon motion of Member Rettig, supported by Member Drake, it was resolved to approve the purchase of GSRP classroom furniture and supplies from Lakeshore Learning.

Ayes: Drake, Hamming, Rettig, Haidle

Nays: None

Motion declared to have carried.

Upon motion of Member Drake, supported by Member Hamming, it was resolved to approve Phase Two of the purchase and installation of cameras and access control installation for multiple Kent ISD buildings.

Ayes: Hamming, Rettig, Drake, Haidle

Nays: None

Motion declared to have carried.

Upon motion of Member Drake, supported by Member Hamming, it was resolved to approve the contingency increase for the ESC renovation project.

Ayes: Rettig, Drake, Hamming, Haidle

Nays: None

Motion declared to have carried.

Upon motion by Member Rettig, supported by Member Hamming, it was resolved to approve the Kent ISD Strategic Plan LEAD 2.0, which will guide the organization's goals for the next three years.

Ayes: Drake, Hamming, Rettig, Haidle

Nays:

Motion declared to have carried.

Upon motion by Member Rettig, supported by Member Hamming, it was resolved to adopt the resolution to propose a regional enhancement millage renewal and restoration for the November 4, 2025, election ballot.

Ayes: Hamming, Rettig, Drake, Haidle

Nays:

Motion declared to have carried.

President Haidle provided the opportunity for public comment. No public comments were given.

Dan Behm shared an update on the current status of the state and federal budgets, as well as the potential timeline for when the state budget is expected to be passed.

President Haidle shared the monthly calendar checklist as a reminder of the items to be brought before the board each month.

Superintendent Gorman thanked Ron Houtman for his comprehensive report on Kent ISD's strategic plan. He also shared with Board Members that KCSA has two new superintendents, including Mr. Rob Pouch of Thornapple Kellogg and Mr. Chad Conklin of Godwin Heights Public Schools.

Superintendent Gorman shared correspondence from Grand Valley State University Director Greg Warsen, commending Board Member Matt Rettig for his willingness to meet with a GVSU student and provide valuable insights regarding Superintendent-Board Member relations in support of the student's academic studies. Superintendent Gorman shared that Mr. Rettig's engagement reflects his commitment to education across all levels.

President Haidle adjourned the meeting at 4:53 p.m.

Minutes approved on August 18, 2025

Andrea Haidle, President

David Drake, Secretary

**CHECKS (DISBURSEMENTS) WRITTEN BY FUND
07/01/25-07/31/25**

11. GENERAL EDUCATION	\$	10,178,242.55
21. SPECIAL EDUCATION-CENTER PROGRAMS	\$	1,176,264.48
22. SPECIAL EDUCATION	\$	4,051,680.48
23. COMMUNITY SERVICE (ENHANCEMENT MILLAGE)	\$	-
26. CAREER TECHNICAL EDUCATION	\$	728,510.42
27. COOPERATIVE EDUCATION **	\$	12,431.60
29. STUDENT/SCHOOL ACTIVITY FUND	\$	14,741.23
	\$	-
CAPITAL PROJECTS		
	\$	-
41. GENERAL EDUCATION	\$	1,110,713.26
42. SPECIAL EDUCATION	\$	215,496.72
46. CAREER TECHNICAL EDUCATION	\$	467,199.05
	\$	-
81. INTERNAL SERVICE FUND	\$	-

TOTAL	\$	17,955,279.79
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Total Transfers Out to LEAs (K-12 and Charter Schools)	\$	7,885,146.05
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** Disbursements from fund 28 are included in fund 27-Cooperative Education totals.

Kent ISD Check Register 7/1/2025 to 7/31/2025

Check #	Vendor Name	Fund	Fund Amount	Check Total	Check Comment
607012501	MICH PUBLIC SCHOOL EMPLOYEES	11	1,157,138.57		
			Check Total	1,157,138.57	RETIREMENT 06.27.25
607232501	MICH PUBLIC SCHOOL EMPLOYEES	11	1,130,639.22		
			Check Total	1,130,639.22	RETIREMENT 07.11.25
607252501	NEXT GENERATION ENROLLMENT INC	11	1,032,420.36		
	NEXT GENERATION ENROLLMENT INC	21	-31,687.80		
	NEXT GENERATION ENROLLMENT INC	22	-42,742.44		
	NEXT GENERATION ENROLLMENT INC	26	-100,927.83		
	NEXT GENERATION ENROLLMENT INC	27	-29,395.17		
	NEXT GENERATION ENROLLMENT INC	28	-4,249.09		
			Check Total	823,418.03	AUGUST PREMIUMS
607112520	UNITED STATES TREASURY	11	676,321.63		
			Check Total	676,321.63	PAYROLL TAXES
63648	MICH EDUC SPECIAL SERVICES	11	602,279.38		
			Check Total	602,279.38	Insurance Premiums - August
300033435	LEARNING CARE GROUP	11	592,633.00		
			Check Total	592,633.00	GSRP THRU JULY 2025
63455	MICH EDUC SPECIAL SERVICES	11	591,338.49		
			Check Total	591,338.49	Insurance Premiums - July 2025
607252522	UNITED STATES TREASURY	11	557,909.89		
			Check Total	557,909.89	PAYROLL TAXES
300033440	CUSTER OFFICE ENVIRONMENTS INC	41	554,033.69		
			Check Total	554,033.69	ESC FURNITURE PHASE 1 - BOARD

63617	OWEN-AMES-KIMBALL CO	41	516,069.75	
	OWEN-AMES-KIMBALL CO	42	28,860.75	
	OWEN-AMES-KIMBALL CO	46	180.27	
			Check Total	545,110.77 KCTC RENO - PERIOD TO 6/30/25
300033448	GRAND RAPIDS PUBLIC SCHOOLS	22	537,256.00	
			Check Total	537,256.00 IDEA THRU JULY 2025
300033399	GRAND RAPIDS PUBLIC SCHOOLS	22	485,851.28	
			Check Total	485,851.28 JUL25 SA 56(7) SP ED
300033454	KENTWOOD PUBLIC SCHOOLS	22	464,729.00	
			Check Total	464,729.00 IDEA THRU JULY 2025
63609	LITE LOAD SERVICES LLC	46	381,585.00	
			Check Total	381,585.00 MAIN CAMPUS PARKING LOT & DRIV
300033371	BYRON CENTER PUBLIC SCHOOLS	11	360,000.00	
			Check Total	360,000.00 GSRP START UP FUNDS - 9 CLASSR
300033447	GRAND RAPIDS PUBLIC SCHOOLS	11	356,463.00	
			Check Total	356,463.00 GSRP THRU JULY 2025
300033519	DEAN TRANSPORTATION	22	321,053.51	
			Check Total	321,053.51 JUNE 25 SCHOOL YEAR REG 1/2 TR
300033471	WEST MICH ACADEMY OF ENVIRONMENTAL SCIENCE	11	283,329.00	
			Check Total	283,329.00 GSRP THRU JULY 2025
300033334	SET INC	11	30,224.68	
	SET INC	21	92,550.59	
	SET INC	22	11,172.77	
	SET INC	26	125,943.96	
			Check Total	259,892.00 REF#PC-41000-2026-1 PROP/CASUA
300033450	GRANDVILLE PUBLIC SCHOOLS	22	251,033.00	
			Check Total	251,033.00 IDEA THRU JULY 2025

300033407	KENTWOOD PUBLIC SCHOOLS	22	208,628.99	
			Check Total	208,628.99 JUL25 SA 56(7) SP ED
300033501	GRAND RAPIDS PUBLIC SCHOOLS	21	181,219.40	
			Check Total	181,219.40 SE CENTER PROGRAM CREDIT
300033463	NEW BRANCHES SCHOOL	11	176,587.00	
			Check Total	176,587.00 GSRP THRU JULY 2025
300033442	FOREST HILLS PUBLIC SCHOOLS ADMINSTRATION	22	169,550.00	
			Check Total	169,550.00 IDEA THRU JULY 2025
300033461	MICH FAMILY RESOURCES	11	165,351.00	
			Check Total	165,351.00 GSRP THRU JULY 2025
300033422	SPARTA AREA SCHOOLS	11	104,638.64	
	SPARTA AREA SCHOOLS	22	57,874.57	
			Check Total	162,513.21 JUL25 SA 56(7) SP ED
300033467	ROCKFORD PUBLIC SCHOOLS	22	151,411.00	
			Check Total	151,411.00 IDEA THRU JULY 2025
300033392	FOREST HILLS PUBLIC SCHOOLS ADMINSTRATION	22	147,325.86	
			Check Total	147,325.86 JUL25 SA 56(7) SP ED
80715251	JPMORGAN CHASE BANK NA	11	61.66	
	JPMORGAN CHASE BANK NA	11	54,155.55	
	JPMORGAN CHASE BANK NA	21	25,078.66	
	JPMORGAN CHASE BANK NA	22	7,963.45	
	JPMORGAN CHASE BANK NA	26	51,287.18	
	JPMORGAN CHASE BANK NA	27	1,009.48	
	JPMORGAN CHASE BANK NA	28	108.39	
	JPMORGAN CHASE BANK NA	29	2,667.81	
	JPMORGAN CHASE BANK NA	41	328.59	
	JPMORGAN CHASE BANK NA	42	219.00	

80715251	JPMORGAN CHASE BANK NA	46	412.00	
			Check Total	143,291.77 AMAZON MKTPL*NO8KN24M0
300033364	MICH FAMILY RESOURCES	11	138,896.00	
			Check Total	138,896.00 GSRP TRANSPORTATION
63511	AMAZON.COM LLC	11	127,903.82	
			Check Total	127,903.82 CROWDSTRIKE EDR LICENSES SLGCP
300033472	WEST MICH ACADEMY OF ENVIRONMENTAL SCIENCE	22	121,590.00	
			Check Total	121,590.00 IDEA THRU JULY 2025
63626	YMCA OF GREATER GR	11	103,281.00	
			Check Total	103,281.00 GSRP THRU JULY 2025
607112522	STATE OF MICHIGAN	11	102,502.49	
			Check Total	102,502.49 PAYROLL TAXES
300033421	ROCKFORD PUBLIC SCHOOLS	11	5,632.73	
	ROCKFORD PUBLIC SCHOOLS	22	95,599.71	
			Check Total	101,232.44 JUL25 SA 56(7) SP ED
300033507	KENTWOOD PUBLIC SCHOOLS	21	93,545.60	
			Check Total	93,545.60 SE CENTER PROGRAM CREDIT
300033432	ZEELAND PUBLIC SCHOOLS	11	92,286.55	
			Check Total	92,286.55 JUL25 SA ADULT ED SPEC PROG
607252524	STATE OF MICHIGAN	11	85,279.45	
			Check Total	85,279.45 PAYROLL TAXES
300033441	EAST GRAND RAPIDS PUBLIC SCHOOLS	22	84,466.00	
			Check Total	84,466.00 IDEA THRU JULY 2025
300033431	WYOMING PUBLIC SCHOOLS	22	83,899.61	
			Check Total	83,899.61 JUL25 SA 56(7) SP ED
300033401	GRANDVILLE PUBLIC SCHOOLS	22	78,181.68	
			Check Total	78,181.68 JUL25 SA 56(7) SP ED

300033443	GODFREY LEE PUBLIC SCHOOLS	22	70,908.00	
			Check Total	70,908.00 IDEA THRU JULY 2025
63705	VALLEY CITY SIGN	46	68,585.75	
			Check Total	68,585.75 SIGNAGE FOR MAIN CAMPUS
63703	ESCAPE VELOCITY HOLDINGS INC	26	67,011.84	
			Check Total	67,011.84 VSPHERE STANDARD AND FOUNDATIO
300033497	FOREST HILLS PUBLIC SCHOOLS ADMINSTRATION	21	64,232.08	
			Check Total	64,232.08 SE CENTER PROGRAM CREDIT
300033415	ORCHARD VIEW SCHOOLS	11	63,433.73	
			Check Total	63,433.73 JUL25 SA ADULT ED SPEC PROG
300033460	LOWELL AREA SCHOOLS	22	63,302.00	
			Check Total	63,302.00 IDEA THRU JULY 2025
300033444	GODWIN HEIGHTS PUBLIC SCHOOLS	11	43,335.50	
	GODWIN HEIGHTS PUBLIC SCHOOLS	21	19,815.50	
			Check Total	63,151.00 GSRP SITE COSTS - ECC 2024/202
300033365	MICHIGAN SCHOOLS ENERGY COOPERATIVE	11	5,458.64	
	MICHIGAN SCHOOLS ENERGY COOPERATIVE	21	22,404.09	
	MICHIGAN SCHOOLS ENERGY COOPERATIVE	26	35,190.92	
			Check Total	63,053.65 ACCT# 41000 - JUN25 ELECTRIC
63526	SOLUTIONS PLUS INC	26	60,000.00	
			Check Total	60,000.00 FIREWALL 1 YR 720/25-7/20/26
300033381	BYRON CENTER PUBLIC SCHOOLS	22	58,684.59	
			Check Total	58,684.59 JUL25 SA 56(7) SP ED
300033383	CEDAR SPRINGS PUBLIC SCHOOLS	22	58,319.30	
			Check Total	58,319.30 JUL25 SA 56(7) SP ED
300033362	KENTWOOD PUBLIC SCHOOLS	11	56,468.04	
			Check Total	56,468.04 TITLE 1 - CROSSROADS EQUIP/MAT

63456 POWERSCHOOL HOLDINGS LLC	26	56,160.97	
		Check Total	56,160.97 Q#123266 - SPECIAL SERVICES PR
300033405 KENOWA HILLS PUBLIC SCHOOLS	22	54,978.83	
		Check Total	54,978.83 JUL25 SA 56(7) SP ED
63524 SOLARWINDS INC	26	53,878.00	
		Check Total	53,878.00 HELPDESK SUBSCRIPTION
300033397 GODWIN HEIGHTS PUBLIC SCHOOLS	22	53,818.85	
		Check Total	53,818.85 JUL25 SA 56(7) SP ED
63535 GORDON VANLAAN EXCAVATING LLC	42	50,078.07	
		Check Total	50,078.07 KEC-B PARKING LOT 7A IMPROVEME
300033502 GRANDVILLE PUBLIC SCHOOLS	21	49,476.89	
		Check Total	49,476.89 SE CENTER PROGRAM CREDIT
300033514 WYOMING PUBLIC SCHOOLS	21	49,111.31	
		Check Total	49,111.31 SE CENTER PROGRAM CREDIT
300033386 COMSTOCK PARK PUBLIC SCHOOLS	22	48,845.46	
		Check Total	48,845.46 JUL25 SA 56(7) SP ED
300033511 ROCKFORD PUBLIC SCHOOLS	21	47,873.58	
		Check Total	47,873.58 SE CENTER PROGRAM CREDIT
300033414 NORTHVIEW PUBLIC SCHOOLS	22	46,100.67	
		Check Total	46,100.67 JUL25 SA 56(7) SP ED
300033404 KELLOGGSVILLE PUBLIC SCHOOLS	22	43,071.67	
		Check Total	43,071.67 JUL25 SA 56(7) SP ED
300033464 NEW BRANCHES SCHOOL	22	42,133.00	
		Check Total	42,133.00 IDEA THRU JULY 2025
607112524 CITY OF GRAND RAPIDS	11	41,514.66	
		Check Total	41,514.66 CITY TAXES
300033337 ENVIRO-CLEAN	21	41,069.98	
		Check Total	41,069.98 EMPLOYEE HEALTH INSURANCE JUNE

63581	THE REFUGEE EDUCATION CENTER	11	40,000.00	
			Check Total	40,000.00 GSRP START UP FUNDS
63694	LITTLE EXPLORERS CHILD CARE CENTER LLC	11	40,000.00	
			Check Total	40,000.00 GSRP START UP
63695	MILESTONES CDC LLC	11	40,000.00	
			Check Total	40,000.00 GSRP START UP - CALEDONIA
63645	IT PARTNERS	26	39,823.00	
			Check Total	39,823.00 MAC LAB SUPPORT 2025-2026
300033438	CREATIVE TECHNOLOGIES ACADEMY	11	39,798.00	
			Check Total	39,798.00 GSRP THRU JULY 2025
63612	MILESTONES CDC LLC	11	39,694.00	
			Check Total	39,694.00 GSRP THRU JULY 2025 BELMONT
63700	SONOVA USA INC	21	39,285.24	
			Check Total	39,285.24 PHONAK UPDATED EQUIPMENT ORDER
300033410	LOWELL AREA SCHOOLS	22	37,273.83	
			Check Total	37,273.83 JUL25 SA 56(7) SP ED
300033328	ADN ADMINISTRATORS INC	11	36,832.72	
			Check Total	36,832.72 DENTAL CLAIMS
300033446	GR COMMUNITY COLLEGE	11	36,781.00	
			Check Total	36,781.00 GSRP THRU JULY 2025
63613	MILESTONES CDC LLC	11	36,094.00	
			Check Total	36,094.00 GSRP THRU JULY 2025 WILSON
63614	MILESTONES CDC LLC	11	35,067.00	
			Check Total	35,067.00 GSRP THRU JULY
63679	BENTLEY MILLS INC	42	34,119.12	
			Check Total	34,119.12 PINE GROVE - CLASSROOM FLOORIN
300033451	HEART OF WEST MICH UNITED WAY	11	31,985.56	
			Check Total	31,985.56 Q1 32P FY24 CO & Q1 32P FY25 S

300033468	THORNAPPLE KELLOGG SCHOOLS	11	31,360.00	
			Check Total	31,360.00 GSRP 24/25 SITE COST
63611	MICHIGAN STATE UNIVERSITY	11	31,348.00	
			Check Total	31,348.00 EPIC RESEARCH & EVALUATION
300033394	FRUITPORT COMMUNITY SCHOOLS	11	30,438.55	
			Check Total	30,438.55 JUL25 SA ADULT ED SPEC PROG
300033416	PLAINWELL COMMUNITY SCHOOLS	11	30,135.73	
			Check Total	30,135.73 JUL25 SA ADULT ED SPEC PROG
300033490	BYRON CENTER PUBLIC SCHOOLS	21	30,045.89	
			Check Total	30,045.89 SE CENTER PROGRAM CREDIT
300033344	BARE BULB COMPANIES LLC	26	30,000.00	
			Check Total	30,000.00 OSD ANNUAL MAINTENANCE
300033470	WALKER CHARTER ACADEMY	22	29,772.00	
			Check Total	29,772.00 IDEA THRU JULY 2025
300033452	HOPE ACADEMY OF WEST MICHIGAN	11	29,619.00	
			Check Total	29,619.00 GSRP THRU JULY 2025
300033459	LIGHTHOUSE ACADEMY	22	29,177.00	
			Check Total	29,177.00 IDEA THRU JULY 2025
300033433	BAXTER COMMUNITY CENTER	11	28,347.00	
			Check Total	28,347.00 GSRP THRU JULY 2025
300033350	UNITED COMMERCIAL SERVICES INC	21	28,116.24	
			Check Total	28,116.24 KEC-O CLEANING SERVICES JUNE 2
300033495	COMSTOCK PARK PUBLIC SCHOOLS	21	28,072.19	
			Check Total	28,072.19 SE CENTER PROGRAM CREDIT
63464	BASIS POLICY RESEARCH LLC	11	27,872.00	
			Check Total	27,872.00 MI STUDENT VOICE EDUCATOR PERC
300033504	KENOWA HILLS PUBLIC SCHOOLS	21	27,282.89	
			Check Total	27,282.89 SE CENTER PROGRAM CREDIT

63463	B&H FOTO & ELECTRONICS CORP	41	27,023.38	
			Check Total	27,023.38 ESC RENO - 16 TVS
300033523	JOHNSON CONTROLS INC	11	1,373.69	
	JOHNSON CONTROLS INC	21	10,302.69	
	JOHNSON CONTROLS INC	26	15,110.62	
			Check Total	26,787.00 HVAC BOILER PM AGREEMENTS
63618	THOMAS SKILLING	11	26,667.00	
			Check Total	26,667.00 GSRP THRU JULY 2025
300033510	NORTHVIEW PUBLIC SCHOOLS	21	26,508.46	
			Check Total	26,508.46 SE CENTER PROGRAM CREDIT
300033437	COVENANT HOUSE ACADEMY	22	26,387.00	
			Check Total	26,387.00 IDEA THRU JULY 2025
300033492	CALEDONIA COMMUNITY SCHOOLS	21	26,268.81	
			Check Total	26,268.81 SE CENTER PROGRAM CREDIT
300033455	KNAPP CHARTER ACADEMY	22	25,904.00	
			Check Total	25,904.00 IDEA THRU JULY 2025
63603	GRAND RAPIDS EARLY DISCOVERY CENTER	11	25,647.00	
			Check Total	25,647.00 GSRP THRU JULY 25 IMAGINAIRE
300033372	CUSTER OFFICE ENVIRONMENTS INC	42	25,176.77	
			Check Total	25,176.77 PINE GROVE FURNITURE
300033512	SPARTA AREA SCHOOLS	21	24,571.32	
			Check Total	24,571.32 SE CENTER PROGRAM CREDIT
300033368	SIEMENS INDUSTRY INC	11	3,597.33	
	SIEMENS INDUSTRY INC	21	1,664.75	
	SIEMENS INDUSTRY INC	26	19,115.92	
			Check Total	24,378.00 FIRE ALARM SERVICES - VARIOUS
63587	SUPERIOR ASPHALT INC	42	24,258.00	
			Check Total	24,258.00 KEC-O SITE ASPHALT - PROJECT 1

300033503	KELLOGGSVILLE PUBLIC SCHOOLS	21	23,535.69	
			Check Total	23,535.69 SE CENTER PROGRAM CREDIT
300033378	ALLEGAN PUBLIC SCHOOLS	11	21,397.01	
			Check Total	21,397.01 JUL25 SA ADULT ED SPEC PROG
63640	GEROTECH INC	26	21,392.00	
			Check Total	21,392.00 CO-CNC MILLING MACHINE FOR PRE
300033393	FREMONT PUBLIC SCHOOLS	11	21,113.37	
			Check Total	21,113.37 JUL25 SA SECT 107 ADULT ED
63623	THE VILLAGE LEARNING CENTER INC	11	20,736.00	
			Check Total	20,736.00 GSRP THRU JULY 2025
300033484	MADISON NATIONAL LIFE INS CO INC	11	20,330.68	
			Check Total	20,330.68 AUGUST PREMIUMS
300033509	LOWELL AREA SCHOOLS	21	19,733.38	
			Check Total	19,733.38 SE CENTER PROGRAM CREDIT
300033331	MADISON NATIONAL LIFE INS CO INC	11	19,010.33	
			Check Total	19,010.33 JULY PREMIUMS
300033462	MICHIGAN SCHOOLS ENERGY COOPERATIVE	11	96.68	
	MICHIGAN SCHOOLS ENERGY COOPERATIVE	21	8,383.58	
	MICHIGAN SCHOOLS ENERGY COOPERATIVE	26	10,314.63	
			Check Total	18,794.89 ACCT 41000 - NATURAL GAS MAY 2
300033379	BELDING AREA SCHOOLS	11	18,583.91	
			Check Total	18,583.91 JUL25 SA SECT 107 ADULT ED
63533	GEOTECH INC	27	18,415.80	
			Check Total	18,415.80 TELECOMMUNICATIONS SERVICES -
300033439	CREATIVE TECHNOLOGIES ACADEMY	22	18,320.00	
			Check Total	18,320.00 IDEA THRU JULY 2025
63585	ST MARK LUTHERAN CHURCH OF GRAND RAPIDS MI	11	17,900.00	
			Check Total	17,900.00 GSRP EXPANSION FUNDS

63696	MILESTONES CDC LLC	11	17,900.00	
			Check Total	17,900.00 GSRP START UP - CASCADE
63697	MILESTONES CDC LLC	11	17,900.00	
			Check Total	17,900.00 GSRP START UP - BELMONT
300033513	THORNAPPLE KELLOGG SCHOOLS	21	17,679.43	
			Check Total	17,679.43 SE CENTER PROGRAM CREDIT
63621	STEEPLETOWN NEIGHBORHOOD SERVICES	11	17,401.00	
			Check Total	17,401.00 GSRP THRU JULY 2025
300033499	GODWIN HEIGHTS PUBLIC SCHOOLS	21	17,391.36	
			Check Total	17,391.36 SE CENTER PROGRAM CREDIT
63651	MOSS AUDIO CORP	26	16,973.00	
			Check Total	16,973.00 MITEL SUPPORT 7/28/25-7/27/26
300033491	CALEDONIA COMMUNITY SCHOOLS	11	16,839.00	
			Check Total	16,839.00 FY25 HRA JULY
63550	SEYFERTH & ASSOCIATES INC	11	16,594.82	
			Check Total	16,594.82 PUBLIC RELATIONS FOR ENHANCEME
300033384	CENTRAL MONTCALM PUB SCH	11	16,569.55	
			Check Total	16,569.55 JUL25 SA SECT 107 ADULT ED
63517	ENVIROSAFE INC	11	738.27	
	ENVIROSAFE INC	21	10,274.52	
	ENVIROSAFE INC	26	5,132.21	
			Check Total	16,145.00 INTEGRATED PEST MGMT 7/1/25-6/
300033390	EAST GRAND RAPIDS PUBLIC SCHOOLS	22	15,763.09	
			Check Total	15,763.09 JUL25 SA 56(7) SP ED
300033436	COMSTOCK PARK PUBLIC SCHOOLS	11	15,680.00	
			Check Total	15,680.00 GSRP FACILITY COSTS
63657	EDUCATION ADVANCED INC	11	15,426.00	
			Check Total	15,426.00 Education Advanced Service Ren

63594	WHITEHALL DISTRICT SCHOOLS	11	15,415.19	
			Check Total	15,415.19 JUL25 SA ADULT ED SPEC PROG
300033396	GODFREY LEE PUBLIC SCHOOLS	22	14,931.10	
			Check Total	14,931.10 JUL25 SA 56(7) SP ED
300033473	WILLIAM C ABNEY ACADEMY	22	14,884.00	
			Check Total	14,884.00 IDEA THRU JULY 2025
63682	34ED LLC	11	695.00	
	34ED LLC	21	10,255.00	
	34ED LLC	26	2,390.00	
	34ED LLC	28	1,195.00	
			Check Total	14,535.00 CENTEGIX VISITOR AGREEMENT REN
607112519	GLP & ASSOCIATES	11	13,961.13	
			Check Total	13,961.13 ANNUITY
300033494	CEDAR SPRINGS PUBLIC SCHOOLS	21	13,823.06	
			Check Total	13,823.06 SE CENTER PROGRAM CREDIT
63620	ST MARK LUTHERAN CHURCH OF GRAND RAPIDS MI	11	13,757.00	
			Check Total	13,757.00 GSRP THRU JULY 2025
63607	LANGLEY CHILD CARE	11	13,433.00	
			Check Total	13,433.00 GSRP THRU JULY 2025
300033336	CUSTER OFFICE ENVIRONMENTS INC	42	13,309.45	
			Check Total	13,309.45 KEC-B OFFICE FURNITURE
300033524	LOGISOFT COMPUTER PRODUCTS LLC	26	13,242.32	
			Check Total	13,242.32 ADOBE RENEWALS 8/20/25-8/19/26
300033505	KENT CITY COMMUNITY SCHOOLS	21	12,897.14	
			Check Total	12,897.14 SE CENTER PROGRAM CREDIT
63458	RED ROVER TECHNOLOGIES LLC	11	12,575.40	
			Check Total	12,575.40 Red Rover Subscription Annual

63647	KUYPER COLLEGE	21	12,485.00	
			Check Total	12,485.00 KUYPER -EU NORTH YEAR ONE LEAS
300033527	UNITED COMMERCIAL SERVICES INC	21	7,592.25	
	UNITED COMMERCIAL SERVICES INC	26	4,632.00	
			Check Total	12,224.25 MAINT BLDG CONTRACTED CUSTODIA
607252521	GLP & ASSOCIATES	11	12,159.28	
			Check Total	12,159.28 ANNUITY
300033449	OCTAVIA PACE	11	12,048.00	
			Check Total	12,048.00 GSRP THRU JULY 2025
300033476	BARE BULB COMPANIES LLC	11	12,000.00	
			Check Total	12,000.00 Technology Build for Child Car
63513	BRIGHTARROW TECHNOLOGIES INC	26	11,960.90	
			Check Total	11,960.90 BRIGHTARROW RENEWAL 7/1/25-7/1
63625	VERIZON WIRELESS SERVICES LLC	11	3,674.60	
	VERIZON WIRELESS SERVICES LLC	21	4,825.80	
	VERIZON WIRELESS SERVICES LLC	22	1,199.80	
	VERIZON WIRELESS SERVICES LLC	26	1,125.50	
	VERIZON WIRELESS SERVICES LLC	28	960.00	
			Check Total	11,785.70 587269487-00001 05/11/25-06/1
63606	HISPANIC CENTER OF WESTERN MICHIGAN	11	11,613.00	
			Check Total	11,613.00 GSRP THRU JULY 2025
63615	MICH OFFICE SOLUTIONS	22	25.09	
	MICH OFFICE SOLUTIONS	26	11,522.22	
			Check Total	11,547.31 ROCKFORD PS TRANSPORTATION-PRI
63518	JAMES H BENSON	11	11,500.00	
			Check Total	11,500.00 PIVOT EVALUATIONS RENEWAL 2025
300033465	MICHIGAN PREPARATORY VIRTUAL SCHOOL	22	11,286.00	
			Check Total	11,286.00 IDEA THRU JULY 2025

300033352	CALEDONIA COMMUNITY SCHOOLS	11	11,195.00	
			Check Total	11,195.00 FY25 GSRP OPERATIONAL COSTS
607112521	PARADIGM EQUITIES INC	11	11,135.03	
			Check Total	11,135.03 ANNUITY
300033498	GODFREY LEE PUBLIC SCHOOLS	21	11,094.20	
			Check Total	11,094.20 SE CENTER PROGRAM CREDIT
607252523	PARADIGM EQUITIES INC	11	10,934.85	
			Check Total	10,934.85 ANNUITY
63496	QUAIL RIDGE LAND CO LLC	29	10,868.32	
			Check Total	10,868.32 SWMFOD GOLF OUTING
300033496	EAST GRAND RAPIDS PUBLIC SCHOOLS	21	10,832.63	
			Check Total	10,832.63 SE CENTER PROGRAM CREDIT
300033487	SET INC	11	10,664.32	
			Check Total	10,664.32 AUGUST PREMIUMS
63706	XEROX CORPORATION	26	10,650.21	
			Check Total	10,650.21 CLEO STREEM FAXBLADE SOFTWARE
300033333	SET INC	11	10,615.72	
			Check Total	10,615.72 JULY PREMIUMS
300033411	MASON COUNTY CENTRAL SCHOOLS	11	10,580.00	
			Check Total	10,580.00 JUL25 SA SECT 107 ADULT ED
63530	CONSUMERS ENERGY CO	21	10,532.02	
			Check Total	10,532.02 103047440922 (3630 BYRON CTR S
300033340	SEHI COMPUTER PRODUCTS INC	11	8,298.29	
	SEHI COMPUTER PRODUCTS INC	22	1,276.66	
	SEHI COMPUTER PRODUCTS INC	26	638.33	
			Check Total	10,213.28 CO-HP PROBOOK 460 G11
63624	VAN DYKEN MECHANICAL INC	46	10,035.00	
			Check Total	10,035.00 KCTC-E GAS PRV INSTALLATIONS

63596	AQUINAS COLLEGE	11	9,600.00	
			Check Total	9,600.00 27C JULIAN FONSTEE-FUTURE EDUC
63454	MICH ASSN OF SCHOOL BOARDS	11	9,399.70	
			Check Total	9,399.70 ID 41000; MEMBERSHIP DUES
300033506	KENT COUNTY TREASURER	26	9,366.28	
			Check Total	9,366.28 24-25 SRO OFFICER (JULY 2024 -
300033339	ANA L RAMIREZ-SAENZ	21	9,312.30	
	ANA L RAMIREZ-SAENZ	22	46.25	
			Check Total	9,358.55 LA FUENTE TRANSLATION SERVICES
300033402	GRANT PUBLIC SCHOOLS	11	9,263.64	
			Check Total	9,263.64 JUL25 SA SECT 107 ADULT ED
63452	SUG HOLDINGS INC	11	9,228.88	
			Check Total	9,228.88 Learning Stream for PD Hub
63671	SPECTRUM HEALTH SYSTEM	11	9,116.76	
			Check Total	9,116.76 PALS 32P - BABY SCHOLARS SEPT2
63558	XEROX CORPORATION	26	9,116.21	
			Check Total	9,116.21 XEROX MONTHLY LEASE PAYMENTS F
300033457	ANA L RAMIREZ-SAENZ	21	9,100.10	
			Check Total	9,100.10 LA FUENTE TRANSLATION SERVICES
63652	MR SERVICES AND HANDLING LLC	26	417.00	
	MR SERVICES AND HANDLING LLC	41	8,610.00	
			Check Total	9,027.00 ESC RENOVATION - LABOR
63438	CITY OF GRAND RAPIDS	11	336.88	
	CITY OF GRAND RAPIDS	21	5,327.85	
	CITY OF GRAND RAPIDS	26	3,296.62	
			Check Total	8,961.35 WS2081091 (1655 E BELTLINE NE)
300033355	COVENANT HOUSE ACADEMY	11	8,957.00	
			Check Total	8,957.00 MV REIMBURSE-SUBGRANTEE DISBUR

300033382	CALEDONIA COMMUNITY SCHOOLS	22	8,875.81	
			Check Total	8,875.81 JUL25 SA 56(7) SP ED
63448	VAN DYKEN MECHANICAL INC	42	8,855.00	
			Check Total	8,855.00 PGLC DATA ROOM A/C
607112513	GLP & ASSOCIATES - 457	11	8,761.85	
			Check Total	8,761.85 ANNUITY
63659	SOLUTIONS PLUS INC	26	8,750.00	
			Check Total	8,750.00 BLOCK OF TIME - PREPURCHASE
63521	MICH ASSN OF INTERMEDIATE SCHOOL ADMINISTRATORS	11	8,671.77	
			Check Total	8,671.77 MEMBERSHIP DUES
300033515	AMAZON.COM LLC	26	8,181.02	
			Check Total	8,181.02 NURSE TECH AMAZON ORDER SY25-2
607252515	GLP & ASSOCIATES - 457	11	8,086.85	
			Check Total	8,086.85 ANNUITY
63497	REPUBLIC SERVICES INC	11	613.75	
	REPUBLIC SERVICES INC	21	4,156.97	
	REPUBLIC SERVICES INC	26	3,177.09	
			Check Total	7,947.81 ACCT# 3-0240-0360530; WASTE/RE
63508	VIBRANT FUTURES	11	7,611.58	
			Check Total	7,611.58 CHILD CARE NAVIGATION SERVICES
63564	CONSUMERS ENERGY CO	27	7,566.02	
			Check Total	7,566.02 300013224773 POLE ATTACH ANNUA
300033469	VANGUARD CHARTER ACADEMY	22	7,400.00	
			Check Total	7,400.00 IDEA THRU JULY 2025
63597	BARNES & NOBLE COLLEGE BOOKSELLERS LLC	26	7,338.63	
			Check Total	7,338.63 KCTC CULINARY - TEXTBOOKS
63541	INDUSCO SUPPLY CO	26	7,271.50	
			Check Total	7,271.50 CO-CUSTODIAL EQUIP - SPACEVAC

300033330	EYEMED	11	7,271.11	
			Check Total	7,271.11 JULY PREMIUMS
300033520	EYEMED	11	7,218.67	
			Check Total	7,218.67 AUGUST PREMIUMS 1001
300033345	CUSTER OFFICE ENVIRONMENTS INC	42	7,063.06	
			Check Total	7,063.06 PGLC LIBRARY SHELVES
63559	16 HANDS INC	11	6,817.50	
			Check Total	6,817.50 FIDUCIUS CONSORTIUM AGREEMENT
300033373	FOXBRIGHT SOLUTIONS LLC	11	6,728.00	
			Check Total	6,728.00 CMS HOSTING/MAINT/SUPPORT
63560	ACTION CHEMICAL INC	26	6,660.00	
			Check Total	6,660.00 CO-CUSTODIAL EQUIPMENT
63586	STATE OF MICHIGAN	11	6,408.00	
			Check Total	6,408.00 Michigan Model for Health curr
300033475	AMAZON.COM LLC	26	6,357.81	
			Check Total	6,357.81 TEACHING SUPPLY ORDER - CONSTR
300033322	CUSTER OFFICE ENVIRONMENTS INC	21	235.60	
	CUSTER OFFICE ENVIRONMENTS INC	42	6,061.99	
			Check Total	6,297.59 LDC THERAPY MAT TABLE
63601	GR CHRISTIAN SCHOOLS	11	6,251.00	
			Check Total	6,251.00 GSRP THRU JULY 2025
300033466	PROGRESSIVE ARCHITECTURAL ENGINEERS	26	437.50	
	PROGRESSIVE ARCHITECTURAL ENGINEERS	42	1,071.75	
	PROGRESSIVE ARCHITECTURAL ENGINEERS	46	4,385.00	
			Check Total	5,894.25 KCC INTERIOR PAINT-PROF SERV T
63669	POSTMA CORPORATION	27	5,876.37	
			Check Total	5,876.37 AERIAL MAINTENANCE - EMERGENCY

63699	PACIFIC NORTHWEST PUBLISHING INC	11	5,850.23	
			Check Total	5,850.23 SAFE & CIVIL SCHOOLS
63660	X-CEL CHEMICAL LLC	26	5,577.60	
			Check Total	5,577.60 MAIN CAMPUS CLEANERS & DISPENS
63525	SYSCLOUD INC	26	5,531.25	
			Check Total	5,531.25 SYSCLOUD BACKUP FOR GODFREY-LE
300033417	PORTLAND PUBLIC SCHOOLS	11	5,525.10	
			Check Total	5,525.10 JUL25 SA SECT 107 ADULT ED
63687	GR COMMUNITY COLLEGE	11	237.52	
	GR COMMUNITY COLLEGE	21	19.22	
	GR COMMUNITY COLLEGE	26	5,193.97	
			Check Total	5,450.71 KCTC Health Careers
607112518	ASR CORP	11	5,431.19	
			Check Total	5,431.19 KENT ISD FLEX
607252520	ASR CORP	11	5,431.19	
			Check Total	5,431.19 KENT ISD FLEX
300033423	THORNAPPLE KELLOGG SCHOOLS	22	5,396.04	
			Check Total	5,396.04 JUL25 SA 56(7) SP ED
63509	VK ENDEAVOURS LLC	42	5,309.02	
			Check Total	5,309.02 1380 KEC BELTLINE 2024 PAVING
300033508	KENT SCHOOL SERVICES NETWORK	11	5,283.12	
			Check Total	5,283.12 2024-2025 RENT, CUSTODIAL, UTI
300033434	BYRON CENTER CHARTER	22	5,278.00	
			Check Total	5,278.00 IDEA THRU JULY 2025
63493	COURIERED LLC	11	5,129.58	
			Check Total	5,129.58 INTER AND INTRA DISTRICT COURI
63571	RONALD E KOEHLER	11	5,000.00	
			Check Total	5,000.00 CONSULTATION SERVICES

300033327	MCALVEY MERCHANT & ASSOCIATES	11	5,000.00	
			Check Total	5,000.00 GOVERNMENTAL CONSULTING-JUNE 2
300033323	DEAN TRANSPORTATION	21	1,972.65	
	DEAN TRANSPORTATION	26	3,024.25	
			Check Total	4,996.90 TRIPS MAY 2025
300033479	FIRE PROS INC	21	2,705.05	
	FIRE PROS INC	26	2,276.45	
			Check Total	4,981.50 FACILITIES SPRINKLER SYSTEM I
300033376	UNITED COMMERCIAL SERVICES INC	21	4,968.75	
			Check Total	4,968.75 EUS CLEANING SERVICES
63631	CEV MULTIMEDIA LLC	26	4,875.00	
			Check Total	4,875.00 iCEV SUBSCRIPTION FOR AG SY25-
63619	SANISWEEP INC	26	4,760.00	
			Check Total	4,760.00 MAIN CAMPUS PARKING LOT SWEEPI
300033518	CUSTER OFFICE ENVIRONMENTS INC	42	4,671.00	
			Check Total	4,671.00 LNS & KEC-S AV PRESENTATION CA
63522	MISDU	11	4,518.39	
			Check Total	4,518.39 GARNISHMENT
63634	CRITICAL RESPONSE GROUP	11	4,480.00	
			Check Total	4,480.00 ANNUAL IMPLEMENTATION & MAINTENANCE
607252505	MG TRUST COMPANY-MIDWEST	11	4,476.50	
			Check Total	4,476.50 ANNUITY
300033477	CDW LLC	26	4,428.32	
			Check Total	4,428.32 SOLARWINDS HCO UPGRADE LICENSE
63600	DJ'S LANDSCAPE MANAGEMENT	21	4,319.00	
			Check Total	4,319.00 EU CENTRAL - HARD SURFACE WEED
63566	DJ'S LANDSCAPE MANAGEMENT	21	4,283.24	
			Check Total	4,283.24 LINCOLN CAMPUS LAWN CARE - JULY

300033456	UKG KRONOS SYSTEMS LLC	11	610.05	
	UKG KRONOS SYSTEMS LLC	21	2,650.82	
	UKG KRONOS SYSTEMS LLC	22	406.70	
	UKG KRONOS SYSTEMS LLC	26	610.03	
			Check Total	4,277.60 KRONOS WORKFORCE SOFTWARE FY25
63668	POSTMA CORPORATION	27	4,225.00	
			Check Total	4,225.00 WAN MAINTENANCE YEAR 1/3
607112512	PARADIGM EQUITIES-ROTH	11	4,184.25	
			Check Total	4,184.25 ANNUITY
607112503	MG TRUST COMPANY-MIDWEST	11	4,146.60	
			Check Total	4,146.60 ANNUITY
63578	MOSYLE CORPORATION	26	4,141.50	
			Check Total	4,141.50 MOSYLE RENEWAL 7/1/25-7/15/26
300033453	HOPE ACADEMY OF WEST MICHIGAN	22	4,116.00	
			Check Total	4,116.00 IDEA THRU JULY 2025
63665	TREECE HOME CARE INC	22	4,102.72	
			Check Total	4,102.72 COMMUNITY CARE GIVERS BUS NURS
63478	THOMAS DE ZENGREMEL	26	3,999.00	
			Check Total	3,999.00 HOSPITAL BED NURSE TECH
63520	LEVEL DATA INC	26	3,828.50	
			Check Total	3,828.50 STATE VALIDATION SUITE RENEWAL
300033366	P & M HOLDING GROUP LLP	41	269.85	
	P & M HOLDING GROUP LLP	42	1,414.24	
	P & M HOLDING GROUP LLP	46	2,065.91	
			Check Total	3,750.00 PA PROJECT SOW THROUGH 6/30/25
607252514	PARADIGM EQUITIES-ROTH	11	3,579.25	
			Check Total	3,579.25 ANNUITY

607252504	PLANMEMBER SECURITIES CORP	11	3,550.29	
			Check Total	3,550.29 ANNUITY
63698	OTTAWA AREA ISD	11	3,500.00	
			Check Total	3,500.00 TAAM BILLING - TRANSPORTATION
63546	MR SERVICES AND HANDLING LLC	42	3,366.00	
			Check Total	3,366.00 ORAL DEAF SOUTH GODWIN RENO/MO
300033367	PROGRESSIVE ARCHITECTURAL ENGINEERS	41	3,343.75	
			Check Total	3,343.75 ESC RENOVATION - PROF SERVICES
300033521	FIRE PROS INC	11	1,809.75	
	FIRE PROS INC	21	1,270.90	
	FIRE PROS INC	26	246.75	
			Check Total	3,327.40 LINCOLN - EXTINGUISHER INSPECT
607112510	PLANMEMBER-ER	11	3,325.88	
			Check Total	3,325.88 ANNUITY
607252512	PLANMEMBER-ER	11	3,325.88	
			Check Total	3,325.88 ANNUITY
63516	DJ'S LANDSCAPE MANAGEMENT	21	3,272.03	
			Check Total	3,272.03 EU-CENTRAL (MAYFIELD) LAWN MAI
63537	FRED WARREN HAYWARD JR	11	3,258.91	
			Check Total	3,258.91 BLDG AUTOMATION SERVICE AND CO
63670	OTTAWA AREA ISD	11	3,257.73	
			Check Total	3,257.73 ADULT ED - LITERACY TO WORK
300033342	THRUN MAATSCH AND NORDBERG PC	11	1,048.83	
	THRUN MAATSCH AND NORDBERG PC	22	1,048.83	
	THRUN MAATSCH AND NORDBERG PC	26	1,047.84	
			Check Total	3,145.50 FILE# 0720-00001; LEGAL SVC TH
63633	CONSUMERS ENERGY CO	26	3,114.90	
			Check Total	3,114.90 100010917175 (1480 LEFFINGWELL

63649 MISDU	11	3,102.98	
		Check Total	3,102.98 GARNISHMENT
607112502 PLANMEMBER SECURITIES CORP	11	3,022.79	
		Check Total	3,022.79 ANNUITY
63453 MICH ASSN OF SCHOOL BOARDS	11	3,000.00	
		Check Total	3,000.00 BOARDBOOK SUBSCRIPTION
300033377 JON MICHAEL WASHBURN	11	3,000.00	
		Check Total	3,000.00 CONSULTATION SERVICES
607112506 PARADIGM - 457	11	2,940.00	
		Check Total	2,940.00 ANNUITY
607252508 PARADIGM - 457	11	2,940.00	
		Check Total	2,940.00 ANNUITY
300033486 NYE UNIFORM COMPANY	26	2,884.37	
		Check Total	2,884.37 UNIFORM ORDER SY24-25 Nurse Te
300033406 KENT CITY COMMUNITY SCHOOLS	22	2,856.40	
		Check Total	2,856.40 JUL25 SA 56(7) SP ED
63644 KATERBERG CO INC	26	2,812.38	
		Check Total	2,812.38 MAIN CAMPUS SPRINKLER REPAIRS
63704 LOST MOUNTAIN COMMERCE LLC	28	2,729.90	
		Check Total	2,729.90 CO-TI-84 PLUS TEACHER PACKS FO
63565 ZACHARY D START	21	2,640.00	
		Check Total	2,640.00 KEC-O & KEC-B CABINET LOCKS
63630 K2SHARE LLC	26	2,625.00	
		Check Total	2,625.00 OSHA 10 HOUR CONSTRUCTION SY25
607112523 VALIC	11	2,535.15	
		Check Total	2,535.15 ANNUITY
607252525 VALIC	11	2,535.15	
		Check Total	2,535.15 ANNUITY

63473	EDMENTUM INC	28	2,500.00	
			Check Total	2,500.00 APEX LEARNING COURSES
300033525	THE PITNEY BOWES BANK INC	11	2,500.00	
			Check Total	2,500.00 8000-9000-0299-2026 POSTAGE
271572525	EDUSTAFF LLC	11	846.72	
	EDUSTAFF LLC	21	889.50	
	EDUSTAFF LLC	22	754.65	
			Check Total	2,490.87 EDUSTAFF WEEK OF 072525
63604	GRAND RAPIDS EARLY DISCOVERY CENTER	11	2,472.00	
			Check Total	2,472.00 GSRP THRU JULY 25 MALAGUZZI
63439	CONSUMERS ENERGY CO	21	1,562.61	
	CONSUMERS ENERGY CO	26	874.69	
			Check Total	2,437.30 103009405624 (225 MAYFIELD NE)
300033480	GORDON N STOWE & ASSOC INC	21	2,421.27	
			Check Total	2,421.27 OAE Servicing
271571025	EDUSTAFF LLC	11	846.72	
	EDUSTAFF LLC	21	622.65	
	EDUSTAFF LLC	22	902.30	
			Check Total	2,371.67 EDUSTAFF WEEK OF 071025
63616	MR SERVICES AND HANDLING LLC	21	2,169.00	
			Check Total	2,169.00 ECC SOUTH GODWIN - MOVE
300033358	FOREST HILLS PUBLIC SCHOOLS ADMINSTRATION	11	2,162.37	
			Check Total	2,162.37 MV REIMBURSE-EDUCATION/WELFARE
63661	SONJA ZOE CARMICHAEL	26	2,100.00	
			Check Total	2,100.00 FUTURESOLVE COACHING SERVICES
63675	A+ LIGHTING SOLUTIONS LLC	26	2,100.00	
			Check Total	2,100.00 KCTC-W LIGHT FIXTURES

607112508	PARADIGM ER	11	2,037.53	
			Check Total	2,037.53 ANNUITY
607252510	PARADIGM ER	11	2,037.53	
			Check Total	2,037.53 ANNUITY
63639	GUEST COMMUNICATIONS CORPORATION	11	2,000.00	
			Check Total	2,000.00 MY-EOP 1 YEAR RENEWAL
63680	CANO'S BROADCASTING INC	11	2,000.00	
			Check Total	2,000.00 ADVERTISING 07/28/25-07/24/25
63580	PEOPLE DRIVEN TECHNOLOGY INC	26	1,926.00	
			Check Total	1,926.00 VEEAM RENEWAL 8/17/25-8/16/26
300033341	THORNAPPLE KELLOGG SCHOOLS	11	1,913.77	
			Check Total	1,913.77 MCKINNEY VENTO REIMB APR-JUN25
63563	COMPUTECH SERVICES INC	11	1,900.00	
			Check Total	1,900.00 BUS DRIVER TRAINING SOFTWARE 7
300033474	CONTINENTAL AMERICAN INSURANCE COMPANY	11	1,836.98	
			Check Total	1,836.98 JULY PREMIUMS
63690	HOLWERDA INTERIOR PLANTSCAPING INC	11	1,827.00	
			Check Total	1,827.00 ESC WEEKLY PLANT SERVICE - ANN
300033335	CLARK HILL PLC	11	595.83	
	CLARK HILL PLC	22	595.83	
	CLARK HILL PLC	26	595.84	
			Check Total	1,787.50 CLIENT 058607; LEGAL SVC THROU
607112516	GLP ASSOCIATES EE ROTH	11	1,770.00	
			Check Total	1,770.00 ANNUITY
607252518	GLP ASSOCIATES EE ROTH	11	1,770.00	
			Check Total	1,770.00 ANNUITY
63447	TENDER LAWN CARE	11	481.00	
	TENDER LAWN CARE	26	1,276.38	

63447			Check Total	1,757.38	ESC LAWN CARE THRU JUNE 30
63650	MITCHELL REPAIR INFORMATION CO LLC	26		1,664.00	
			Check Total	1,664.00	Mitchell1 25-26 SOFTWARE SUBSC
63514	CAMINSTRUCTOR INCORPORATED	26		1,575.00	
			Check Total	1,575.00	CAMINSTRUCTOR STUDENT REGISTRA
607112501	LEGEND GROUP/ADSERV	11		1,550.00	
			Check Total	1,550.00	ANNUITY
607252503	LEGEND GROUP/ADSERV	11		1,550.00	
			Check Total	1,550.00	ANNUITY
63529	CITY OF WYOMING	21		1,531.14	
			Check Total	1,531.14	523549001 (2101 52ND ST SW) 3/
300033338	GRAND VALLEY STATE UNIVERSITY	11		1,528.00	
			Check Total	1,528.00	ATTN: SIMULATATION CENTER; NUR
63451	ASSOCIATION OF EDUCATIONAL SERVICE AGENCIES	11		1,500.00	
			Check Total	1,500.00	MEMBERSHIP DUES 07/1/25-06/30/
63676	AAA LEAD INSPECTIONS INC	11		1,500.00	
			Check Total	1,500.00	GSRP Site Inspections
607252511	GLP & ASSOC-ER	11		1,480.84	
			Check Total	1,480.84	ANNUITY
607252507	MG TRUST- ER	11		1,438.34	
			Check Total	1,438.34	ANNUITY
63672	GR MOVING AND STORAGE LLC	11		716.00	
	GR MOVING AND STORAGE LLC	26		716.00	
			Check Total	1,432.00	ONSITE STORAGE RENTALS - MULTI
63523	PROMOW LAWN CARE & LANDSCAPE LLC	21		1,411.00	
			Check Total	1,411.00	EU-S LAWN CARE (JUL 2025)
300033347	GRANITE TELECOMMUNICATIONS LLC	11		1,389.28	
			Check Total	1,389.28	EPIK MONTHLY INVOICES FY25

607112511	MG TRUST-ROTH 403B	11	1,385.00	
			Check Total	1,385.00 ANNUITY
607252513	MG TRUST-ROTH 403B	11	1,385.00	
			Check Total	1,385.00 ANNUITY
63685	CRYSTAL FLASH LTD PARTNERSHIP OF MICH	26	1,384.82	
			Check Total	1,384.82 ACCT#114926 - DIESEL FUEL
63654	SCHOOL SPECIALTY LLC	26	1,305.29	
			Check Total	1,305.29 KCTC THERAPEUTIC SERVICES-CLAS
63531	CROSSROADS MECHANICAL LLC	11	1,300.50	
			Check Total	1,300.50 NATURE CENTER-HVAC REPAIRS
63443	GRAND VALLEY AUTOMATION INC	26	1,300.00	
			Check Total	1,300.00 KCTC EAST CONTROLS WORK
63608	LINDE GAS & EQUIPMENT INC	26	1,294.77	
			Check Total	1,294.77 KCTC HVACR - CLASSROOM SUPPLIE
63674	WINDEMULLER ELECTRIC INC	11	1,289.00	
			Check Total	1,289.00 ESC - ELECTRICAL REPAIRS FOR H
63528	AVIS BUDGET GROUP INC	21	1,266.30	
			Check Total	1,266.30 AVIS-MINILEASE OF A MINIVAN FO
607112505	MG TRUST- ER	11	1,240.80	
			Check Total	1,240.80 ANNUITY
63666	CONSUMERS ENERGY CO	21	1,229.44	
			Check Total	1,229.44 103046645265 (1655 12 MILE NW)
63638	ENRICO GROUP INC/	26	1,208.80	
			Check Total	1,208.80 MAINTENANCE SUPPLIES - KEY BLA
63642	GRAND RAPIDS SYMPHONY SOCIETY	29	1,200.00	
			Check Total	1,200.00 GR SYMPHONY-AIR PROGRAM PARTIC
63468	CINTAS CORP NO. 2	21	140.00	
	CINTAS CORP NO. 2	26	1,050.00	

63468			Check Total	1,190.00	PAYER# 10208688; SD EYEWASH AG
63444	JOSTENS INC	21		1,185.00	
			Check Total	1,185.00	CAP GOWN & TASSEL/CAP & GOWNS
300033326	KENDALL ELECTRIC INC	11		133.87	
	KENDALL ELECTRIC INC	21		770.41	
	KENDALL ELECTRIC INC	26		271.55	
			Check Total	1,175.83	SOLD TO: 4125 - MAINT SUPPLIES
300033359	GODFREY LEE PUBLIC SCHOOLS	11		1,175.80	
			Check Total	1,175.80	TITLE 1 - CLASSROOM LIBRARY FO
63599	CITY OF WYOMING	21		1,166.93	
			Check Total	1,166.93	000053412 (3600 BYRON CTR SW)
607112509	GLP & ASSOC-ER	11		1,100.54	
			Check Total	1,100.54	ANNUITY
63441	FAMILY HARMONY INC	21		1,080.00	
			Check Total	1,080.00	ALLEGRO-KINDERMUSIK-ORAL DEAF
300033357	FIRE PROS INC	11		1,058.50	
			Check Total	1,058.50	ESC - HAZARD SYSTEM INSPECTION
300033489	B&V MECHANICAL INC	21		1,045.84	
			Check Total	1,045.84	KEC-B HOT WATER SUPPLY PIPING
63692	COMFORT CONTROL SUPPLY CO INC	21		823.84	
	COMFORT CONTROL SUPPLY CO INC	26		192.01	
			Check Total	1,015.85	KCTC EAST HVACR BOILER SUPPLIE
63460	A+ LIGHTING SOLUTIONS LLC	21		1,003.42	
			Check Total	1,003.42	LIGHT SUPPLIES
			Grand Total	17,896,581.38	

7/31/2025 11:40 AM

Analysis of Banking Institutions
07/31/25

Bank	Account Type	Bank Rating	FDIC Insured	Insured Amount	Government Guaranteed	Uninsured	Total Funds	
Chase	Checking	AA-	Yes	\$ -	\$ -	\$ 4,043,283	\$ 4,043,283	***
Chase	Savings	AA-	Yes	250,000	-	2,602	\$ 252,602	
MILAF	Local Gov't Invest Pool	AAAm/AAAkf	No	-	-	89,172,211	\$ 89,172,211	
MILAF	US Treasury Bonds/Notes	AA+	No	-	-	25,150,000	\$ 25,150,000	****
MILAF	US Treasury Bills	A1+	No	-	-	-	\$ -	****
MILAF	Federal Agency Commercial Mortgage Backed Security	AA+	No	-	-	785,024	\$ 785,024	****
MILAF	Commercial Paper	A1 - A1+	No	-	-	-	\$ -	****
Totals:				\$ 250,000	\$ -	\$ 119,153,120	\$ 119,403,120	

Balances as of 07/31/2025 (unless noted)

Bank ratings updated June 2025. Bank rating services used:
Standards & Poors (Chase, MILAF and Huntington Bank) and Kroll Bond Rating Agency (MILAF-TERM)

*** These funds are fully collateralized by securities allowable under PA 451.

**** Reported at par value

Cash in all Accounts and Investment Assets of the Board as of 06/30/2025

Financial Institution	Type of Account/Investment	Fund #	Balance per Statement (Fair Value)	Insured Balance	Uninsured Balance	Interest Rate Yield	Maturity Date	Rating	Terms
Chase Bank	Consolidated Savings	11-22-26	\$ 252,602	250,000	2,602	1.35%	n/a	AA-	10,000 balance
Chase Bank	Consolidated Checking	11-21-22-23-26-27-29-41-42-46	3,169,948	-	3,169,948	0.00%	n/a	AA-	Sweep
Chase Bank	Checking	81	871,336	-	871,336	0.00%	n/a	AA-	
Chase Bank	Checking	11	2,000	-	2,000	0.00%	n/a	AA-	
Chase Bank	Checking	Disbursement	-	-	-	0.00%	n/a	AA-	Zero Balance Account
Chase Bank	Checking	Payroll	-	-	-	0.00%	n/a	AA-	Zero Balance Account
<i>MILAF Managed Account:</i>									
MILAF	Local Gov't Invest Pool	11-21-22-26-27-29-41-42-46	2,901	-	2,901	4.16%	n/a	AAA	Cash Management Class
MILAF	Local Gov't Invest Pool	11-21-22-26-27-29-41-42-46	60,793,029	-	60,793,029	4.29%	n/a	AAA	MAX Class
MILAF	Local Gov't Invest Pool	11-22-26-29-42-46	2,061,261	-	2,061,261	4.49%	08/20/25	AAA	TERM
MILAF	Local Gov't Invest Pool	11-22-26-29-42-46	2,052,679	-	2,052,679	4.37%	09/19/25	AAA	TERM
MILAF	Local Gov't Invest Pool	11-22-26-29-42-46	2,045,256	-	2,045,256	4.37%	10/20/25	AAA	TERM
MILAF	Local Gov't Invest Pool	11-22-26-29-42-46	2,036,927	-	2,036,927	4.32%	11/21/25	AAA	TERM
MILAF	Local Gov't Invest Pool	11-22-26-29-42-46	2,030,089	-	2,030,089	4.29%	12/19/25	AAA	TERM
MILAF	Local Gov't Invest Pool	11-22-26-29-42-46	2,022,227	-	2,022,227	4.27%	01/20/26	AAA	TERM
MILAF-Grow Your Own	Local Gov't Invest Pool	11	15,984,524	-	15,984,524	4.29%	n/a	AAA	MAX Class
MILAF-Extended Core	Local Gov't Invest Pool	11-22-26	122,664	-	122,664	4.16%	n/a	AAA	Cash Management Class
MILAF-Extended Core	Local Gov't Invest Pool	11-22-26	20,652	-	20,652	4.29%	n/a	AAA	MAX Class
MILAF-Extended Core	US Treasury Bonds/Notes	11-22-26	25,150,000	-	25,150,000	3.375%-4.5%	08/31/25-10/15/27	AA+	US Treasury Bonds/Notes (Par Value)
MILAF-Extended Core	US Treasury Bills	11-22-26	-	-	-			A1+	US Treasury Bills (Par Value)
MILAF-Extended Core	Federal Agency Commercial	11-22-26	785,024	-	785,024	2.28%-3.43%	07/01/26-06/01/27	AA+	Mortgage Backed Security (Par Value)
MILAF-Extended Core	Commercial Paper	11-22-26	-	-	-			A1 - A1+	Commercial Paper (Par Value)
			\$ 119,403,120	\$ 250,000	\$ 119,153,120				

Disclosures:

Credit Risk-All banks approved by the board have been reviewed using the most recent Bank Annual Report; Auditor Opinion Letters have highest ranking following ratio analysis; Banks are approved by the Board on an annual basis at the July Board Meeting

Concentration of Credit Risk-Investments are spread over numerous banks and various instruments; FDIC insurance is limited to \$250,000 per bank per customer demand deposits and \$250,000 per savings deposits; Board Policy limits securities, other than US Treasuries, to no more than 50% of the total portfolio consists of any one type of security.

Investment Risk-State Law limits types of allowable investments and maturities as well as Board Policy; Exposure to fair value losses arising from increasing interest rates are monitored.

Foreign Currency Risk-There is no risk as State Law prohibits investing in Banks not authorized to operate in the State of Michigan.

Local Government Investment Pool (MILAF) is a collateralized deposit account.

Board Policy 6144 Finances

**PERSONNEL RECOMMENDATIONS AS OF 8/11/2025
FOR BOARD MEETING OF 8/18/2025**

RESIGNATIONS AND TERMINATIONS

1. Allison DeGraaf, Instructional Services, Early Childhood, Great Start Readiness Program, Lead Teacher, resignation, effective 5/28/2025.
2. Chelsea Fritts, Instructional Services, Early Childhood, Great Start Readiness Program, Lead Teacher, resignation, effective 5/28/2025.
3. Jessica Polczak, Instructional Services, Early Childhood, Great Start Readiness Program, Lead Teacher, resignation, effective 5/28/2025.
4. Marta Stern, Student Services, Special Education, Physical Therapist, resignation, effective 5/30/2025.
5. Andrew Smith, Career and Talent Development, Secondary Programs, Kent Career Tech Center, Instructor - Digital Animation and Game Programming, resignation, effective 5/30/2025.
6. Sally Smith, Student Services, Special Education, Behavior Coach, resignation, effective 8/8/2025.

APPOINTMENTS

1. Andrea Arizola, Instructor- Health Careers Foundations (Regional), Career and Talent Development, Secondary Programs, Kent Career Tech Center, KIEA, 1.0 FTE, 182 days per year, 7 hours per day, BA Step 5, \$64,094 per year, effective 8/12/2025.
2. Kevin Delapaz, Teacher, Student Services, Special Education Center Programs, Empower U North, KIEA, 1.0 FTE, 182 days per year, 7 hours per day, BA Step 4, \$60,864 per year, effective 8/12/2025.
3. Cassidy Haas, Autism Coach, Student Services, Special Education, ESC, Non-Union Professional, 1.0 FTE, 200 days per year, 8 hours per day, Grade 7 Step 1, \$79,928 per year, effective 8/18/2025.
4. Raechelle Huston, Principal, Student Services, Special Education Center Programs, KEC Beltline, Non-Union Professional, 1.0 FTE, 215 days per year, 8 hours per day, Grade 9 Step 4, \$106,189 per year, effective 8/11/2025.

APPOINTMENTS, continued:

5. Beth Jennings, Lead Teacher, Instructional Services, Early Childhood, Great Start Readiness Program, KIEA-L, 1.0 FTE, 172 days per year, 7 hours per day, Step 3, \$49,695 per year, effective 8/25/2025.
6. Molly Gallagher, Instructor- Health Careers Foundations, Career and Talent Development, Secondary Programs, Kent Career Tech Center, KIEA, 1.0 FTE, 182 days per year, 7 hours per day, BA Step 12, \$82,951 per year, effective 8/12/2025.
7. Allison Kratzer, Transition Coordinator, Student Services, Special Education Center Programs, ESC, Non-Union Professional, 1.0 FTE, 200 days per year, 8 hours per day, Grade 8 Step 5, \$91,597 per year, effective 8/11/2025.
8. Mikayla Lemery, Lead Teacher, Instructional Services, Early Childhood, Great Start Readiness Program, KIEA-L, 1.0 FTE, 172 days per year, 7 hours per day, MA Step 2, \$52,181 per year, effective 8/25/2025.
9. Brooke Mason, Teacher, Student Services, Special Education Center Programs, Lincoln School, KIEA, 1.0 FTE, 182 days per year, 7 hours per day, MA Step 6, \$74,334 per year, effective 8/12/2025.
10. Katherine McIntosh, Lead Teacher, Instructional Services, Early Childhood, Great Start Readiness Program, KIEA-L, 1.0 FTE, 172 days per year, 7 hours per day, Step 2, \$46,808 per year, effective 8/25/2025.
11. Lauren Parks, Teacher, Student Services, Special Education Center Programs, KEC Oakleigh, KIEA, 1.0 FTE, 182 days per year, 7 hours per day, MA30 Step 6, \$80,256 per year, effective 8/12/2025.
12. Karl Schantz, Teacher, Student Services, Special Education Center Programs, KEC Beltline, KIEA, 1.0 FTE, 182 days per year, 7 hours per day, MA Step 7, \$78,100 per year, effective 8/12/2025.
13. Kristine Schipper, Supervisor of Teacher Development, West Michigan Teacher Collaborative, KCTC-W, Non-Union Professional, 1.0 FTE, 260 days per year, 8 hours per day, Grade 8 Step 7, \$123,885 per year, effective 9/2/2025.
14. Kaitlin VanWyk, Academic Coach, Student Services, Special Education Center Programs, KEC buildings, Non-Union Professional, 1.0 FTE, 200 days per year, 8 hours per day, Grade 7 Step 2, \$78,468 per year, effective 8/11/2025.

APPOINTMENTS, continued:

15. Brent Willett, Instructor- Agriscience for Plants and Animals, Career and Talent Development, Secondary Programs, Kent Career Tech Center, KIEA, 1.0 FTE, 182 days per year, 7 hours per day, MA Step 7, \$78,100 per year, effective 8/12/2025.

NEW ASSIGNMENTS AND CONTRACT ADJUSTMENTS

1. Melissa Boman, from Associate Teacher to Early Childhood Specialist, Instructional Services, Early Childhood, Great Start Readiness Program, Non-Union Professional, 1.0 FTE, 200 days per year, 8 hours per day, Grade 5 Step 1, \$63,579 per year, effective 8/11/2025.
2. Tammi Eickelberg, from Classroom Aide to Lead Teacher, Instructional Services, Early Childhood, Great Start Readiness Program, KIEA-L, 1.0 FTE, 172 days per year, 7 hours per day, Step 2, \$46,808 per year, effective 8/25/2025.
3. Ronald Haga, from Associate Teacher to Lead Teacher, Instructional Services, Early Childhood, Great Start Readiness Program, KIEA-L, 1.0 FTE, 172 days per year, 7 hours per day, Step 3, \$49,695 per year, effective 8/25/2025.
4. Marina Leja, from DHH Teacher to Deaf Mentor, Student Services, Special Education Center Programs, Total Communications for the Deaf, Non-Union Professional, 1.0 FTE, 200 days per year, 8 hours per day, Grade 5 Step 3, \$66,149 per year, effective 8/12/2025.
5. Rhodney Tyler II, from IT Technician to Network Administrator, Technology Services, ESC, Non-Union Professional, 1.0 FTE, 260 days per year, 8 hours per day, Grade 5 Step 1, \$82,650 per year, effective 8/18/2025.
6. Jennifer Wittenbach, from Interim Program Coordinator/Dean of Students, to Program Coordinator, Student Services, Special Education Center Programs, KEC Beltline, Non-Union Professional, 1.0 FTE, 200 days per year, 8 hours per day, Grade 8 Step 3, \$88,038 per year, effective 8/11/2025.

BOARD AGENDA ITEM

Information/Discussion _____

Future Action _____

Action X _____

Item: KEC Oakleigh Principal

Submitted by: Dave Rodgers

Date: 7-28-25

Recommended by: Kirsten Myers

Board Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended that the Board approve the hire of Raechelle Huston as the next KEC Oakleigh Principal. Jennifer Wittenbach served in the role under an interim status during the 2024-25 school year. We appreciate Jennifer's efforts as the interim principal and wish her well as she begins a new role as Program Coordinator at KEC Beltline. This recommendation comes as a result of the search for a long-term leader for KEC Oakleigh.

BACKGROUND:

Qualified applicants selected for interview progressed through multiple rounds of interviews, allowing the team to get to know the finalists very well. Ms. Huston excelled in each phase and received supportive feedback from the stakeholder panel, which included KEC Oakleigh staff. While this will be her first principal position, Raechelle brings a great deal of special education leadership and supervisory experience to the position. She has more than twenty years of combined experience as a teacher, teacher consultant and special education supervisor between Grand Rapids Public Schools and Kentwood Public Schools. We are excited about all that Raechelle brings to the KECs and center programs, as a whole.

KENT INTERMEDIATE SCHOOL DISTRICT
Grand Rapids, Michigan

ADMINISTRATOR- EMPLOYMENT CONTRACT
KEC OAKLEIGH - PRINCIPAL

This Agreement, made and entered into this 18th day of August 2025, by and between the KENT INTERMEDIATE SCHOOL DISTRICT, hereinafter called the “School District,” and **Raechelle Huston**, hereinafter referred to as the “Administrator”

WITNESSETH:

It is agreed by and between the parties hereto as follows:

Term:

The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a one (1) year term commencing on August 11, 2025, and ending on August 7, 2026, subject to the further provisions of this Agreement. The Administrator agrees to a 215 work day calendar. This Contract is subject to termination, layoff, and non-renewal.

Duties and Responsibilities:

The Administrator agrees to devote full professional time and attention to performing duties assigned pursuant to this Agreement. The School District may assign and reassign job duties and job titles to Administrator in the School District’s sole discretion. The Administrator agrees to serve the School District and perform assigned duties, and those set forth in the School Code of 1976, as revised, and to abide by all policies and decisions as established by the School District’s Board of Education (the “Board”). The Administrator agrees to faithfully serve and be regardful of the interests of the School District during the term of this Agreement and will undertake no other employment without the express written permission of the Board. The Administrator will perform all duties in accordance with the law and with such care and skill as is necessary to prevent injury to the property, good will, and interests of the School District.

Credentials and Assurances:

The Administrator agrees to meet and maintain all certification and continuing education requirements for the position assigned under the laws and regulations of the State of Michigan and the applicable regulations of the Michigan Department of Education, where required. If Administrator fails to do so at any time, this Contract shall automatically terminate and the Board shall have no further obligation hereunder. The Administrator warrants, represents and affirms to the School District:

- a. That the Administrator is competent to perform the duties for which hired and possesses the requisite credentials, skills and knowledge to effectively do so;
- b. As a condition of continued employment, the Administrator agrees to file with the Office of Human Resources a statement of not having been convicted of any crime identified within the Michigan Revised School Code as disqualifying to employment, and that there has been no unprofessional conduct pursuant to PA 189 of 1996. Administrator agrees to promptly report any pending criminal charges as required by the Michigan Revised School Code while under contract.
- c. That Administrator will not acquire any interests or conflicts of interest adverse to that of the School District.

Compensation:

The School District shall provide the Administrator with the following compensation for the term of the contract:

- a) Salary:
For the 2025-26 school year, the School District shall pay the Administrator a base salary of \$106,189 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the contract year. If less than a full year is worked, the salary shall be prorated based upon the number of per diem actual contract days worked.
- b) Board Paid Annuity: The Administrator shall receive employer paid contributions into a tax sheltered annuity equivalent to 2% of base salary as remuneration for services rendered under this contract of employment.
- c) Longevity:
Beginning in June of the Administrator's third consecutive year in this position, and continuing each June thereafter while under contract in this position, the Administrator shall receive a longevity payment equivalent to 1% of base salary, with the percentage increasing annually by 1% up to a maximum of 1%.
- d) Excluding termination or a separation agreement, at the time of resignation or retirement, the Administrator shall be compensated \$75 for up to 100 accumulated sick days.
- e) Severance
The School Board shall extend to its full-time Non-Union Professional employees who have completed ten (10) years of continuous full-time, uninterrupted service to the School District in a professional capacity, a severance payment in the amount of \$10,000 upon confirmation of MPSERS retirement. This amount will be paid in the form of a non-elective contribution to the Kent Intermediate School District Tax Sheltered Annuity Plan. Eligibility may also apply after 15 years of continuous service to Kent ISD. Professional employees are defined as non-bargaining unit staff employed in all professional positions in the School District.

Subject to and in accordance with generally applicable limits and other restrictions imposed by law, the Administrator, out of the compensation provided under this, may arrange for elective pre-income tax salary reduction contributions to a tax sheltered annuity and/or 457 arrangement under Internal Revenue Code section 403(b). The School District will make such arrangements available to the Administrator in accordance with applicable law.

Insurance Benefits:

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make benefit cost payments, as specified

below, on behalf of Administrator and his/her eligible dependents for enrollment in the medical, dental, vision, term life insurance, disability insurances, and other fringe benefit programs. The Board may substitute or modify these programs from time to time as applicable to the Administrator and other School District Administrators. Medical benefits are subject to Michigan Public Act 152. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the above benefits.

Sick Leave:

The Administrator will be provided 11 sick leave days per year. Sick leave may only be used for illness, disability, and doctor appointments/medical procedures that cannot be scheduled outside of the regular work day. Sick leave shall be prorated for less than full contract year hires. There is no compensation for unused sick leave.

Personal Business Days

The School District will provide the Administrator 3 Personal Business Days per year. Such days shall be prorated for less than full contract year hires. Unused Personal Business Days add to the Administrator's accumulated sick leave. Administrator shall schedule use of such days in a manner to minimize interference with the orderly operation and conduct of business of the School District. *Ref: Non-Union Professional Employee Handbook*

Reimbursed Expenses:

The Administrator shall be reimbursed for reasonable and necessary expenditures pre-approved by the Superintendent or designee, including for travel, meals, mileage, conferences, and workshops held in the State of Michigan and national conferences pre-approved by the Board, which expenditures are incurred in acting on the business of the School District. Such expenditures will be reimbursed upon presentation by the Administrator of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form customarily required by the Board and in conformity with the applicable rules and regulations of the Internal Revenue Service.

Continuing Education and Professional Membership:

Subject to prior approval and evidence of successful completion, the Administrator may be reimbursed for up to nine graduate credits from an accredited college or university for courses pertaining the duties and responsibilities of the Administrator. The per credit reimbursement shall not exceed the average graduate per credit cost of Michigan's public universities in that year. *Ref: Non-Union Professional Employee Handbook*

Subject to express approval by the Board, the reasonable fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board or Superintendent, the Administrator may attend appropriate professional meetings or conferences at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.

Evaluation:

Administrator's performance shall be evaluated by the Superintendent (or his/her designee) at least annually using multiple rating categories that take into account data on student growth to the extent required by Section 1249 and 1249 of the Revised School Code (or its successor provision) and

performance to the extent required by Section 1250 of the Revised School Code (or its successor provision). The assessment of the Administrator shall include, but is not limited to, such criteria as mandated by governmental agencies for personnel holding the same or similar positions as the Administrator. Administrators not responsible for supervision of instruction may be evaluated with an alternative evaluation tool determined by the School District.

No Tenure:

The Administrator agrees that s/he shall not be deemed to be granted continuing tenure in such capacity as the Administrator of the School District, and in no event shall the failure of the School District to continue or re-employ in any capacity be deemed a discharge or demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

Medical Examinations:

That Administrator agrees to submit to such comprehensive medical and/or mental examinations by a Board-approved physician, hospital, or clinic, supply such information and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract. Additionally, when, in the Superintendent's judgment, the Administrator shall authorize the release of medical information and/or participate in a medical examination that is necessary to determine if he can perform the essential job duties of his position with or without an accommodation, or to determine reasonable accommodations necessary to permit him to perform the essential job duties, or when such examination is otherwise job-related, consistent with business necessity and in accordance with the applicable law. The cost of the physical and/or mental examination shall be borne by the School District and the Administrator shall sign such medical release forms, and other documents, which are necessary to permit the Superintendent to receive a report limited to the results of the examination(s) for the purposes provided for in this paragraph. The Board agrees that any such reports and their contents shall remain confidential and not disseminated unless a broader disclosure is required by applicable law.

Errors and Omissions Insurance:

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than two million dollars (\$2,000,000). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Termination

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Administrator materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

Limitations Period:

Employee agrees that any claim or suit arising out of Employee's employment with the School District must be filed no more than six months after the date of the employment action that is the subject of the claim or suit. Employee understands that the statute of limitations for claims arising out of an employment action may be longer than six months but agrees to be bound by the six-month period of limitations pursuant to this section and waives any statute of limitations to the contrary. It is the intent of the Parties that any court of competent jurisdiction will enforce this section to the maximum extent permitted by law.

Complete Agreement:

This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified, or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded, or otherwise altered during its term only by an express written "Modification," denominated as such, and signed by each of the parties hereto.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ADMINISTRATOR

KENT INTERMEDIATE SCHOOL DISTRICT

by: _____

Superintendent

And: _____

Board President

cc: Personnel File

Raechelle Huston

4363 Pleasantview Lane Dorr, MI 49323 | C: (616) 813-8734 | raechelle.3.20@gmail.com

OBJECTIVE

Seeking a leadership role to leverage my expertise in supporting instructional staff and promoting academic and social success for diverse learners, especially those with significant emotional and behavioral challenges.

EXPERIENCE

Special Education Supervisor
Kentwood Public School District

November 2023-Present
Kentwood, MI

Ensure compliance with IDEA, MARSE, and Kent ISD plan for PK-12, while maintaining a commitment to serving marginalized populations, working toward barrier reduction for educational equity. Coordinate program placements to maximize student participation in least restrictive environments. Provide classroom assistance and coaching to ensure specially designed instruction to meet the vast learning, adaptive, and social emotional needs of students. Coordinate and plan professional learning.

Special Education Supervisor
Grand Rapids Public School District

January 2022- November 2023
Grand Rapids, MI

Ensure compliance with IDEA, MARSE, and Kent ISD plan for PK-12, including Part C to B, while maintaining a commitment to serving marginalized populations, working toward barrier reduction for educational equity. Coordinate program placements to maximize student participation in the least restrictive environments. Provide classroom assistance and coaching to ensure specially designed instruction to meet the vast learning, adaptive, and social-emotional needs of students. Fill gaps when student-staff ratio demands it, as well as support families with enrollment and special education processes.

Special Education Teacher Consultant
Grand Rapids Public School District

August 2017-January 2022
Grand Rapids, MI

Support general education staff in the analysis of data, as well as the development and implementation of Tier II interventions. Utilize knowledge of state and federal regulations, as well as district programs and services, to support special education colleagues in the improvement of compliant practices within a data-driven system.

Special Education Teacher
Grand Rapids Public School District
Resource Teacher
Educational Evaluator
Categorical Classroom Teacher (LD, EI, CI)

August 2002-August 2017
Grand Rapids, MI

Provide direct instruction to meet the academic and social-emotional needs of students in various educational settings across K-12. Effectively manage classrooms, as well as efficiently utilize support staff, to maximize learning opportunities for students. Collaborate with special education teams to provide a continuum of services. Collaborate with general education teachers to support the needs of students in the least restrictive environment, as well as participate in curriculum-based PLCs. Partner with families to bridge home-school relationships and foster a team approach to the education of students. Facilitate and develop functional behavior assessments and positive behavior support plans. Work with school psychologists in local and center-based ECSE to assist in the REED and evaluation process for preschool students. Participate in the initial evaluation process for preschool-aged students.

Provide instruction to pre-service and graduate-level students in a variety of courses, primarily in the content area of behavior and emotional learning. Responsible for identifying appropriate curriculum, creating engaging, evidence-based lessons to be presented in both face-to-face and online formats. Collaborate with special education faculty to create meaningful assessments, ensuring all students are prepared to work with children who experience challenging behaviors, as well as address the social-emotional needs of all students with special education eligibility.

EDUCATION

Educational Leadership Grand Valley State University K-12 Principal Certificate and Special Education Supervisor and Director Approval	April 2021 Allendale, MI
Master of Education Grand Valley State University Emphasis: Learning Disabilities	August 2006 Allendale, MI
Bachelor of Science in Education Western Michigan University Major: Elementary Group Minor Minors: Mathematics and Science, Elementary Education, English	December 2000 Kalamazoo, MI
Michigan Professional Certificate Elementary K-5 All Subjects Emotional Impairments K-12 English 6-8 Learning Disabilities K-12 Cognitive Impairments K-12	March 2016

HIGHLIGHTS

- Strong knowledge of and fidelity to compliant practices aligned with IDEA and Michigan Special Education Rules and Regulations
- MAASE member
- Presenter at Michigan CEC Conference (2021, 2024)
- Curriculum Collaborative Team Member (KISD)
- Alternative Standards Curriculum Guide Presentation team (KISD)
- CPI Nonviolent Crisis Intervention
- Committee member/co-coach for PBIS Team
- Building-level coordinator for Student Success Team
- Local Advisory Committee (LAC) member
- Member of Special Education Program Review Team
- Member of Student Success Team (SST) Review Committee
- Peer coaching
- Building administrator appointed mentor for new teachers
- District Lead Mentor
- Committee member for School Improvement Planning Team
- High Leverage Practices in Special Education workgroup (Collaboration with Grand Valley State University for pre-service teachers)

BOARD AGENDA ITEM

Information/Discussion _____

Future Action _____

Action X

Item: Career & Talent Development Department – two personnel changes

Submitted by: Dave Rodgers

Date: 8/11/2025

Recommended by: Sue Gardner

Board Meeting Date: 8/18/2025

RECOMMENDATION: It is recommended that the Board approve modifications to two existing support staff positions:

- Administrative Assistant to the Director of CTE: The title will change to Career and Talent Development Support Specialist (no change in Classified Hourly Grade or number of days)
- CTE Reporting Specialist: Re-designate from 215 days to 260 days (no change in Classified Hourly Grade)

BACKGROUND:

These two changes to existing positions better align with the evolving and overall needs of the Career and Talent Development Department.

BOARD AGENDA ITEM

Information/Discussion _____
Future Action _____
Action x

Item: Creation of GSRP Finance Coordinator position

Submitted by: Dennis Baine/Anna Schutter

Date: 7/30/25

Recommended by: Kevin Philipps

Board Meeting Date: 8/18/25

RECOMMENDATION:

It is recommended that the Kent ISD board approve the creation of one Great Start Readiness Program (GSRP) Finance Coordinator position. This position will be responsible for the financial monitoring, administration, and compliance for the GSRP grant. This position will be funded by the GSRP grant awarded by MiLEAP (Michigan Department of Lifelong Education, Achievement and Potential).

BACKGROUND:

The Great Start Readiness Program has expanded across Kent County in recent years with the PreK for All initiative. This includes expanding Kent ISD's directly operated classrooms from 86 last year to 94 this year, and an increase of eleven subrecipients, from 29 to 40. With the expansion of the grant, the number of classrooms, and the number of subrecipients, there comes an increase in financial risk and exposure. A dedicated GSRP Finance Coordinator would vet subrecipients for financial health and capacity, provide onboarding and continued training for subrecipients, review budgets and reimbursement requests, audit subrecipient documentation, build financial tools and resources to improve the subrecipient experience, and work with MiLEAP to advocate for the fiscal operation of GSRP classrooms across Kent County. In order to increase financial oversight to the standards required by a grant of this size the Business Office needs the additional support at a coordinator level.

Job Title: GSRP Finance Coordinator

Classification: Non-Union Professional, 260-day

Reports to and

Evaluated by: Accounting Supervisor

Terms of

Employment: Twelve-month position subject to all rules and regulations covering Non-union professional personnel.

Supervises: None

Responsible for Great Start Readiness Program (GSRP) grant project management, on-boarding and training of new subrecipients, compiling financial reports, maintaining accurate records for documentation and compliance, and performing various other financial grant duties.

Job Qualifications:

1. Bachelor degree in accounting and/or finance required.
2. Minimum five (5) years' experience in educational business office or other equivalent accounting experience.
3. Proficient at Microsoft Excel and knowledge of other Microsoft Suite products and computerized accounting systems.
4. QuickBooks, Quicken, or Peachtree experience strongly preferred.
5. Familiar with Generally Accepted Accounting Principles (GAAP).
6. High level of project management, organizational and problem-solving skills with the ability to prioritize and work independently with confidentiality, trust and accuracy.
7. Ability to adapt and respond to multiple priorities and demands, adapt to interruptions, work on several projects at the same time, work on tasks requiring accuracy and attention to detail, and handle pressures related to multiple deadlines.
8. Must possess a positive attitude and interpersonal skills to clearly communicate to both internal and external stakeholders.
9. Predictable and reliable attendance, essential.
10. Ability to perform the job on a regular and recurrent basis.
11. Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.

Duties and Responsibilities:

GSRP Grant Administration:

1. Vet prospective grant subrecipients and community-based organizations (CBOs) for financial health prior to partnership.
2. On-board new grant subrecipients and CBOs, including financial training.
3. Provide fiscal coaching to subrecipients and CBOs throughout the grant year.
4. Coordinate and review capital outlay requests.
5. Administer initial budgets and coordinate budget amendments.
6. Responsible for monthly GSRP reimbursement process.
7. Review subrecipient documentation to confirm compliance with grant requirements and allowable costs.

8. Monitor monthly filled slots in coordination with the program office.
9. Assist with the creation and maintenance of a GSRP Fiscal Manual for subrecipients.
10. Answer/advise accounting structure questions for grant administrators in compliance with the Michigan Public School Accounting Manual (Bulletin 1022) and MiLEAP.
11. Extract and provide data from the financial information system to the Director of Fiscal Services, Accounting Supervisor, and administrative team as needed.
12. Serve as the level 4 Nexsys (State of Michigan grant system) contact for GSRP.
13. Work collaboratively to proactively identify areas for improvement and enhancement within grant procurement, management, and post award.
14. Participates in a wide variety of meetings as required (e.g. workshops, district, regional, and statewide committees, seminars, conferences, etc.) for the purpose of conveying information regarding the GSRP grant.
15. Keep the Director of Fiscal Services and the Accounting Supervisor apprised of changes in accounting matters and any problems or issues that may arise.
16. Participates as a team member and fully supports efforts of the business office leadership team for the purpose of building a strong department team that supports district mission, theory of action and strategic plan.
17. Perform other accounting duties and responsibilities as assigned by Accounting Supervisor and Director of Fiscal Services.

Salary: Non-Union Professional, Grade 5, Step 1-12, \$82,650 - \$102,766, commensurate with experience.

BOARD AGENDA ITEM

Information/Discussion _____
Future Action _____
Action X

Item: Approval of 2025-26 Student Handbook for Center Programs

Submitted by: Toni Moore  Date: 8/7/25

Recommended by: Dave Rodgers & Kirsten Myers 

Board Meeting Date: 8/18/25

RECOMMENDATION:

Board approval of the updated 2025-26 Student Handbook for Kent ISD Center Programs

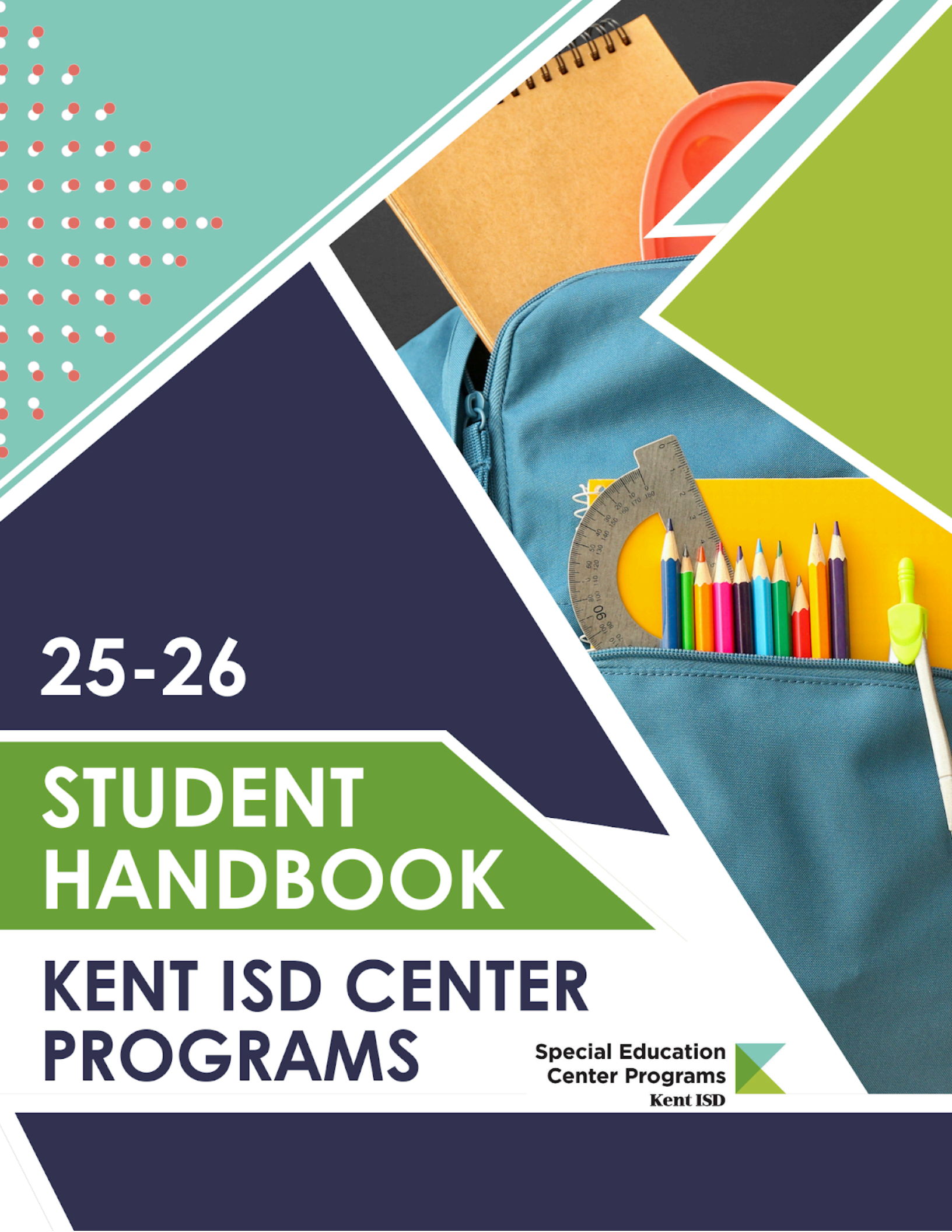
RATIONALE:

The Center Program Student Handbook is designed to provide clear, consistent guidance for students, families, and staff involved in our specialized education programs.

In alignment with Thrun Law, the handbook will:

- Promote safety, transparency, and student rights
- Support family engagement and communication
- Clarify program expectations, procedures and supports
- Ensure alignment with legal requirements (IDEA) and board policies.

We seek the Board's approval to adopt this handbook to strengthen the structure and accountability of our center-based programs.



25-26

STUDENT HANDBOOK

KENT ISD CENTER PROGRAMS

Special Education
Center Programs
Kent ISD



Center and Transition Program Building Information

For specific information about your school's procedures, please contact the school directly using the contact information provided below:

KEC Oakleigh 2223 Gordon NW Grand Rapids, MI	Raechelle Huston, Principal (616) 410-4670	Mon, Tues, Thurs, Fri 8:50AM - 3:24PM	Early Release Wednesdays 8:50AM - 1:45PM
KEC Beltline 1606 Leffingwell NE Grand Rapids, MI	Nicole Goulet, Principal (616) 410-4760	Mon, Tues, Thurs, Fri 7:50AM - 2:22PM	Early Release Wednesdays 7:50AM - 12:55PM
Lincoln Developmental Center 862 Crahen Grand Rapids, MI	Todd Jones (616) 410-4800	Mon, Tues, Thurs, Fri 8:01AM - 2:26PM	Early Release Wednesdays 8:01AM - 1:00PM

Districts Served: All Local Kent County School Districts

Lincoln School 860 Crahen NE Grand Rapids, MI	David Breen, Co- Principal Ashleigh Livingstone, Co-Principal (616) 410-4760	Mon, Tues, Thurs, Fri 8:01AM - 2:26PM	Early Release Wednesdays 8:01AM - 1:00PM
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Districts Served:

Caledonia	Forest Hills	Kenowa Hills
Cedar Springs	Grand Rapids	Lowell Northview
Comstock Park	Kent City	Rockford
East Grand Rapids	Kentwood - east of Eastern Ave.	Sparta

Pine Grove 2101 52nd Street Wyoming, MI	Renee Hordyk, Principal (616) 410-4900	Mon, Tues, Thurs, Fri 8:01AM - 2:26PM	Early Release Wednesdays 8:01AM - 1:00PM
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Districts Served:

Byron Center	Godwin Heights
Godfrey-Lee	Grandville

Empower U North 1655 12 Mile Road Sparta, MI	John Kleff, Administrator (616) 802-3560	Mon, Tues, Thurs, Fri 7:15AM - 2:12PM	Early Release Wednesdays 7:15AM - 12:30PM
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Districts Served:

Cedar Springs	Kent City	Sparta
Comstock Park	Rockford	
Kenowa Hills		

Empower U Central 225 Mayfield Ave NE Grand Rapids, MI	Bill Behrendt, Administrator (616) 410-4860	Mon, Tues, Thurs, Fri 7:15AM - 2:12PM	Early Release Wednesdays 7:15AM - 12:30PM
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Districts Served:

East Grand Rapids	Grand Rapids	Northview
Forest Hills	Lowell	

Empower U South 3600 Byron Center SW Wyoming, MI	Nic Bond, Administrator (616) 410-4420	Mon, Tues, Thurs, Fri 7:15AM - 2:12PM	Early Release Wednesdays 7:15AM - 12:30PM
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Districts Served:

Byron Center	Godwin Heights	Kentwood
Caledonia	Grandville	Thornapple Kellogg
Godfrey-Lee	Kelloggsville	Wyoming

Welcome to Kent ISD Center and Transition Programs

Kent ISD operates Center Programs for students, age 5 through 26, who reside within the school boundaries of Kent and some of Barry (Thornapple Kellogg) Counties.

Center Programming is one of the most restrictive levels of special education programming on the special education continuum and is designed exclusively for students with significant and high support needs. In most cases, center programming provides a modified curriculum that supports the individual's unique needs with the ultimate goal of helping each student thrive in their least restrictive educational environment. Each program has a mission aligned with the broader goal of empowering students to participate and become independent in school, community, and life.

Students are referred to a Center Program by their local school district only after they have exhausted Supplementary Aids and Special Education Programming and Services within their resident district without success and in determining what the student will gain and lose access to by attending a more restrictive placement. After reviewing the student's strengths and Present Level of Academic and Functional Performance data, a placement is decided through the IEP team meeting determining that a more intensive and highly specialized programming is needed to meet the student's individual needs. The annual IEP meeting will also determine the continued need for center programming based on the student's growth and development and IEP progress data.

Empower U is a transition program for students aged 18-26 that provides specialized instruction and opportunities specific to employment and independent living skills necessary for young adults to live purposeful and productive lives. Empower U provides instructional resources to meet young adults' post-secondary vision in the areas of independent living, employment, and community participation. We are committed to empowering young adults to reach their maximum potential and encourage self-advocacy.

Toni Moore

Director of Center Programs
(616) 410-4975
tonimoore@kentisd.org

Heather Sneider

Director of Transition Services & Empower U
(616) 447-2437
heathersneider@kentisd.org

[District Website Link](#)



[Center and Transition Program Website](#)



[Board Policies Link](#)



[Program Calendars Link](#)



Foreword

This student handbook was developed to answer many of the commonly asked questions that arise during the school year and to provide specific information about certain Board policies and procedures. This handbook contains important information. Please become familiar with the following information and keep the handbook available for frequent reference. If you have any questions that are not addressed in this handbook, you are encouraged to talk to the building administrator/principal.

The use of the word “parent” in this handbook means a student’s natural or adoptive parent or legal guardian. Students and their parents are responsible for familiarizing themselves with this handbook, and parents should use the handbook as a resource to assist their children with following its rules and procedures.

To the extent that the handbook is ambiguous or conflicts with these policies and guidelines, the policies and guidelines shall control. This handbook is effective immediately and supersedes any prior handbook and other written material on the same subjects. This handbook does not equate to an irrevocable contractual commitment to the student, but only reflects the current status of the Board’s policies and the School’s rules.

Students must comply with all school policies, regulations, rules, and expectations. The use of the word “Policy” in this handbook includes bylaws or policies adopted by the Board of Education. Although the information in this handbook is comprehensive, it is not intended to address every situation that may arise during a school day or school year. This handbook does not create a contract between the Kent ISD and parents, students, or staff. The administration is responsible for interpreting the rules contained in the handbook to ensure the implementation of the school’s educational program and well-being of all students. If a situation arises that is not specifically addressed by this handbook, the administration may respond based on applicable law and policy.

The rules and information provided in this handbook may be supplemented or amended by the administration at any time, consistent with applicable law and policy.

Programs that operate in other districts or in other buildings may fall under the policies and procedures of the local district.

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NOTICE OF NON-DISCRIMINATION

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, and prohibits unlawful discrimination, including harassment and retaliation, in any education program or activity that it operates, including in admission and employment.

Inquiries about unlawful discrimination, including unlawful harassment and retaliation, may be referred to the District's applicable Coordinator and/or an agency with jurisdiction, such as the U.S. Department of Education's Office for Civil Rights, the Michigan Department of Civil Rights, the Equal Employment Opportunity Commission, or the Department of Justice.

The District's Non-discrimination, Anti-Harassment, and Non-Retaliation Policy and Grievance Procedures is available [here](#).

To report information about conduct that may constitute unlawful discrimination, including unlawful harassment and retaliation, or make a complaint of such conduct, please contact the applicable Coordinator listed below.

Any student who witnesses an act of unlawful discrimination, including unlawful harassment or retaliation, is encouraged to report it to District personnel. No student will be retaliated against based on any report of suspected discrimination. A student may also anonymously report an incident of unlawful discrimination. The District will investigate anonymous reports pursuant to its investigation procedures described by Policy. Minor students do not need parent permission to file complaints or participate in the Grievance Process described by Policy.

A student found to have engaged in unlawful discrimination, including unlawful harassment or retaliation, may be subject to discipline, including suspension or expulsion, consistent with Policy 5206.

The District provides equal access to the Boy Scouts and other designated youth groups as required by law.

EXAMPLES OF UNLAWFUL HARASSMENT

"Unlawful harassment" is verbal, written, or physical conduct that denigrates or shows hostility or aversion toward a person because of the person's membership in a Protected Class that has the purpose or effect of: (1) creating an intimidating, hostile, or offensive environment; or (2) unreasonably interfering with the person's ability to benefit from the District's educational programs or activities.

- **Race, color, and national origin harassment** can take many forms, including, but not limited to, slurs, taunts, stereotypes, or name-calling, as well as racially motivated physical threats, attacks, or other hateful conduct. Harassment based on ethnicity, ancestry, or perceived ancestral, ethnic, or religious characteristics is considered race, color, and national origin harassment. Policy 3115 is attached to this handbook as Appendix A.
- **Disability harassment** can take many forms, including, but not limited to, slurs, taunts, stereotypes, or name-calling, as well as disability-motivated physical threats, attacks, or other hateful conduct. Policy 3115 is attached to this handbook as Appendix A.
- **Sex-based harassment** can take many forms. For the definition of sex-based harassment, including sexual harassment under Title IX, see Policy 3118, attached to this handbook as Appendix A.

Dave Rodgers

Kent Intermediate School District
2930 Knapp St., Grand Rapids, MI 49525
(616) 365-2214
daverodgers@kentisd.org

Danielle Hendry

Kent Intermediate School District
2930 Knapp St., Grand Rapids, MI 49525
(616) 365-2288
daniellehendry@kentisd.org

EMERGENCY SCHOOL CLOSING PROCEDURES

Procedure linked [here](#).



NOTIFICATIONS

In the event of an emergency school closure, such as a bad weather day or when school is unexpectedly closed early, Kent ISD will notify students, parents, and the general public about the closure in the following manner:

1. Communication from School

Kent ISD utilizes the Bright Arrow communication system. This system will send an automated message to parents via a telephone message to home and/or cell phones and e-mail. This system will be utilized in the event that your child's school is closed or delayed. Bright Arrow is also used to communicate pertinent information to students and families. School closings and delays will also continue to be broadcast on local television and radio stations. Please contact us to add/update your phone number and email address. This will ensure you receive emergency information.

2. Media

If a Kent ISD Center Program will not be in session, the decision to close will be announced over the local radio and television media. Families should listen to major stations, particularly WOOD and WZZM television stations and WLAV and WOOD radio stations.

DETERMINATION GUIDELINES

- If the student's resident district closes/delays, buses cannot transport from within the resident district to Center Programs
- If the district where the Center Program is located closes/delays, the Center Program will use that information to factor if the Center Program will be closed/delayed
 - Early Childhood Center – Comstock Park Public Schools or Godwin Heights Public Schools
 - Lincoln School, Lincoln Developmental Center – Forest Hills Public Schools
 - Pine Grove Learning Center – Grandville Public Schools
 - Kent ISD D/HH Oral Deaf and Total Communication– Northview Public Schools
 - KEC Oakleigh, KEC Beltline – Grand Rapids Public Schools
 - Empower U North – Sparta Area Schools
 - Empower U Central – Grand Rapids Public Schools
 - Empower U South – Wyoming Public Schools
 - Empower U Community Sites – Dependent on location, please contact building administrator for specific details

SECTION I: DISTRICT-WIDE POLICIES AND PROCEDURES

ENROLLING IN SCHOOL

Kent ISD operates nine center programs for students, birth through age 26, who reside within the boundaries of Kent County and its member districts. Students are referred to a center program by their resident district. Placement is determined through the IEP team process when the team concludes highly specialized services are needed to meet the individual needs of that student. When a center program is determined to be an appropriate placement, then enrollment information is provided to the family by a Center Program staff member. Kent ISD programs are considered a separate school district and require new registration including immunization records upon enrollment.

WITHDRAWAL FROM SCHOOL

Any family who wishes to withdraw their child from a Center Program school should contact the Center Program Principal/Administrator and/or the Director of Special Education from their resident district.

PARTICIPATION IN THE EDUCATIONAL JOURNEY

1. Parent Involvement

Kent ISD has always recognized and valued the rights of parents and legal guardians to determine and direct the care, teaching, and education of their children. We welcome and encourage parental/legal guardian involvement in the schools and are committed to a partnership to develop each student's intellectual capability and vocational skills in a safe and positive environment. A copy of the District's Parent Involvement in Education policy is attached as Appendix C.

If a parent with a child currently attending any one of the Kent ISD Center Programs is working as a substitute, the parent cannot have their child stay with them during work nor are they able to substitute in their own child's classroom.

2. Home and School Communication

Regular home-school communication is encouraged for the student's success. We encourage you to share information that can support students' growth and learning. Additionally, please inform the school if you encounter any challenges that may limit your participation or require translation or interpreter services. Teachers, related service providers and administration can be reached by phone and email during the school day. To avoid disrupting the instructional day, staff are encouraged to return calls and emails outside of instruction hours.

3. IEP Meetings and Progress Reports

IEP team meetings are critical to students' education. IEPs outline specific goals and services developed to meet students' unique needs and are reviewed and updated at least annually. We greatly value and encourage active participation to continue success and address concerns. During the school year IEP progress reports will be provided to inform families of student's growth and progress towards their IEP goals. The following links provide more information about the IEP process:

- A. [Kent ISD: A Parent's Guide to Navigating the IEP Process](#)
- B. [Kent ISD Special Education Parent Handbook with Procedural Safeguards](#)
- C. [Family Matters Fact Sheets](#)

4. School Visits & Volunteering

School visits, orientations/open houses and Meet the Staff opportunities are available. Watch for communication from your school to learn more about scheduled opportunities to be involved at school. If you are interested in setting up an individual meeting, please contact the main office.

Parent/guardians and visitors are welcome at our buildings. All visitors are required to check in at the office to complete the sign in process. Visitors must wear a visitor name tag. To minimize classroom disruptions visits must be scheduled in advance with the classroom staff and building administrator. Visits cannot interrupt classroom instruction. Any visitor not following these expectations may be asked to leave.

Parent volunteer opportunities are available. To learn more about volunteer opportunities within your child's school, please contact the main office. Volunteers are required to complete volunteer paperwork and screening in advance of the volunteer opportunity.

5. Post-Secondary Transition Planning

This process allows both the parent and student an opportunity to address questions about the future. Questions such as future employment, living and housing arrangements, transportation, living in the community and utilizing public resources are considered a part of transition planning. Transition planning offers your son/daughter a chance to explore options that will assist him/her in becoming more independent as they begin to leave the educational setting. Development of this plan is based on your son/daughter's individual needs, as well as considering his/her preferences, interest and abilities, and is part of the IEP Team meeting discussion. An IEP Transition Plan is required before the student turns 16 years of age.

ATTENDANCE

Regular and consistent school attendance is crucial for maximizing the educational experience and supporting process on IEP Goals and Objectives. Students are expected to attend school every day school is in session. Students are to arrive at the start of the school day and stay until the scheduled end of their school day. If a student arrives late, the parent must sign the student in at the office. A student may only leave school early if the student's parent notifies the office.

If a student is unable to attend school, the student or parent must report that absence to the program office. The following absences will be considered excused if they are confirmed by communication to the school by the student's parent:

- the student's physical or mental illness (a physician's verification is required after 4 consecutive days of absence for illness)
- severe weather resulting in school closing or partial closing (e.g. delayed start)
- medical appointments for the student
- death or serious illness of the student's immediate family member
- attendance at a funeral, wedding, or graduation
- required appearance at court or for other legal matters upon proof that the student's attendance was required
- observance of religious holidays of the student's own faith
- college planning visits
- personal or family vacations when pre-approved per district policy. To be excused, students may be required to complete course work or special learning projects during the absence.

The school will work alongside families to support student attendance at school. Students who are more than 20 minutes tardy to school will be considered tardy. A student who violates attendance expectations may be subject to discipline and any other applicable consequences.

We understand the unique needs of students within our Kent ISD Center Programs and will work with families to ensure attendance. Given the health needs of many students within our programs it is important to keep your child home when they are ill for the health and safety of them, peers and staff. Please refer to the medical section of this handbook for more information about symptoms that require students to remain at home. The school will contact parents if a student becomes ill at school and may ask that the parent pick up the student.

Parents who know in advance that a student will be absent must contact the school at the earliest possible date. Students who will be absent for reasons that can be anticipated, such as routine medical appointments and school activities, must complete any work required by the teacher before the absence unless alternative arrangements are approved by the teacher in advance. Parents should make every attempt to schedule medical and other appointments outside of school hours.

EMERGENCY CONTACT INFORMATION

Parents must provide emergency information for each student enrolled in Kent ISD. The information should include the contact information for parents or a responsible adult, family physician's name, and any necessary emergency instructions. For students living in a group home or setting outside of their parents' home, a release of information and contact information for supporting staff should be provided. Parents must promptly inform the school if any contact information changes.

CHILDREN'S PROTECTIVE SERVICES INVESTIGATIONS

Kent ISD 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. As a matter of law, the identity of an individual who makes a report of suspected child abuse or neglect is confidential and will not be disclosed.

HOMELESS CHILDREN AND YOUTH

Kent ISD will provide a free and appropriate public education to homeless children and youth who are in the District and will afford them the educational rights and legal protections provided by federal and state law. Homeless children and

youth will not be stigmatized or segregated based on their homeless status and will have the same access to services offered to students who are not homeless.

A student or parent in a homeless situation who requires assistance should contact their enrolled school building for more information.

LAW ENFORCEMENT INTERVIEWS

Law enforcement officers may be called to the school at the request of school administration. Students may be questioned by law enforcement consistent with Policy 5201. Students may be questioned by school officials at any time, without parent notice or consent, consistent with the ISD's obligation to maintain a safe and orderly learning environment.

LIMITED ENGLISH PROFICIENCY

Limited proficiency in the English language should not be a barrier to a student's equal participation in Kent ISD Center Programs instructional or extracurricular programs. Those students identified as having limited English proficiency will be provided additional support and instruction to assist them in gaining English proficiency and in accessing the educational and extra-curricular programs offered.

LOCKER OR DESK STORAGE

Lockers and desks are District property and may be made available for student use. Lockers and desks are assigned to students on a temporary basis, and administration may revoke a student's assignment at any time. Kent ISD retains ownership of lockers notwithstanding student use.

Students have no expectation of privacy in their lockers or desks. The building principal or designee may inspect lockers or desks without any particularized suspicion or reasonable cause and without advance notice. Upon the request of the building principal or designee, law enforcement may assist with searching lockers or desks. During a locker or desk search, student privacy rights will be respected for any items that are not illegal or violate Board Policy or building rules.

SEARCH AND SEIZURE

To maintain order and discipline in school and protect the safety and welfare of students and school personnel, school authorities may search a student or the student's personal effects (e.g., purse, book bag, athletic bag, pockets) as permitted by law and may seize any illegal, unauthorized, or contraband materials discovered in the search. As noted in "Locker Use," student lockers and desks are school property and remain at all times under the ISD's control. Student lockers and desks are subject to search at any time for any reason and without notice or consent. School officials may use canines, metal detectors, wands, or other tools to conduct searches.

A student's failure to permit a search and seizure may be grounds for disciplinary action. A student's person and personal effects may be searched whenever a school official has reasonable suspicion to believe that the student possesses illegal or unauthorized materials. If a properly conducted search yields illegal or contraband materials, these items may be turned over to law enforcement.

CELL PHONES

The use of cell phones or other electronic devices while at school must be done safely, responsibly, and respectfully, and comply with all other school rules while using the devices. The Superintendent, building principals, and teachers are authorized to develop building-level and classroom rules for students' use of cell phones and other electronic devices. A student who violates the rules or this Policy are subject to corrective or disciplinary action, consistent with Policy and the student code of conduct. Please see section III for additional information about building cell phone policies.

Students are personally and solely responsible for the security of their cell phones and other electronic devices. The District is not responsible for theft, loss, or damage of any cell phone or other electronic device.

Students may not use cell phones or other electronic devices while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

Taking, disseminating, transferring, or sharing obscene, pornographic, lewd, or otherwise illegal photographs, video, audio, or other similar data, whether by electronic data transfer or otherwise (including via cell phone or other electronic device), may constitute a crime under state or federal law. A student engaged in any of these activities at school, at a school event, or on school-provided transportation, may be subject to discipline pursuant to this Policy and the student code of conduct. A student engaged in any of these activities outside of school may be disciplined if the student's activities substantially disrupt or negatively affect the school environment.

School administrators and teachers may confiscate a student's cell phone or other electronic device if the student's use or possession of a cell phone or electronic device violates this Policy, the student code of conduct, or any applicable building or classroom rule. The building principal or designee may require a meeting with the student's Parent to discuss the rule violation before returning the cell phone or electronic device.

GPS AND SAFETY DEVICES

When using GPS tracking devices that include audio surveillance such as Angel Sense Guidance, audio surveillance capabilities must be disabled during the school day including during transportation to and from school. A parental agreement form must be completed confirming the device's audio surveillance capabilities will remain disabled during school hours. For more information about the use of these devices at school, please contact your building administrator.

PROTECTION OF PUPIL RIGHTS

Kent ISD respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy as required by law. The policy is available on the ISD's website or upon request from Kent ISD's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the Superintendent. Parents may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the Superintendent. A copy of the ISD's annual notice to parents regarding the Protection of Pupil Rights Amendment is attached as Appendix D.

RIGHTS OF CUSTODIAL AND NON-CUSTODIAL PARENTS

Unless a parent has provided the building principal or designee with a court order that provides otherwise, District personnel will treat each parent, regardless of custody or visitation rights, the same as to accessing student records, meeting and conferring with District personnel, visiting a child at school, and transporting a child to or from school. District personnel are not responsible for enforcing visitation or parenting time orders.

Parents, regardless of custodial status, will be provided information about meetings or conferences so both parents may attend a single meeting/conference. The District is not required to schedule separate meetings/conferences if both parents have been previously informed of scheduled meeting/conference times. If either or both parents' behavior is disruptive, staff may terminate a meeting/conference and reschedule it with appropriate modifications or expectations.

STUDENT EDUCATION RECORDS

Kent ISD may collect, retain, use, and disclose student education records consistent with state and federal law. See Policy 5309 for an overview of the ISD's collection, retention, use, and disclosure of student records. Parents may inspect and review their minor child's education records, regardless of custody status, unless a court order specifies otherwise. An eligible student (i.e., a student who is 18 years or older or an emancipated minor) may also inspect and review their education records.

1. Right to Request Explanation or Interpretation or an Amendment of Education Records.

A parent or eligible student may request, in writing, an explanation or interpretation of a student's education records. School officials will respond to any reasonable request. A parent or eligible student may request that a student's education record be amended if the parent or eligible student believes the record is inaccurate, misleading, or otherwise in violation of the student's privacy rights as explained in Policy 5309.

2. Address Confidentiality Program

The District will not disclose a student's or parent's phone number or address or the parent's employment address to another person who is the subject of a court order that prohibits disclosure of the information if the District has received a copy of the order. The District will not disclose a confidential address, phone number, or email address in

violation of the Address Confidentiality Program Act if the student or the student’s parent notifies the District that the student or the student’s parent has obtained a participation card issued by the department of attorney general.

3. Directory Information

- A. “Directory information” is the information contained in a student’s education record that would not generally be considered harmful or an invasion of privacy if disclosed. The Board designates the following as directory information:
- a. student names, addresses, and telephone numbers;
 - b. photographs and videos depicting a student’s participation in school-related activities and classes;
 - c. date and place of birth;
 - d. major field of study;
 - e. grade level;
 - f. enrollment status (e.g., full-time or part-time);
 - g. dates of attendance (e.g., 2023-2027);
 - h. degrees, honors, and awards received; and
 - i. the most recent educational agency or institution attended.

The Board further designates District-assigned student email addresses as directory information for the limited purposes of: (1) facilitating the student’s participation in and access to online learning platforms and applications; and (2) inclusion in internal school and District email address books.

- B. School officials may disclose “directory information” without the prior written consent of a parent or eligible student unless the parent or eligible student specifically notifies the ISD that the parent or eligible student does not consent to the disclosure of the student’s directory information for 1 or more of the uses for which the District would commonly disclose the information.
- C. A Directory Information Opt Out Form is available in yearly enrollment forms and consents. This form allows the parent or eligible student to elect not to have the student’s directory information disclosed for 1 or more of the listed uses. Upon receipt of a completed Directory Information Opt Out Form, school officials may not release the student’s directory information for any of the uses selected on the form.

THREAT ASSESSMENT

The Board of Education is committed to providing a safe environment for all members of the school community. Our commitment to security includes creating and maintaining a safe school climate and supportive culture as a foundation for preventing violence and mitigating risk.

Kent ISD administration has implemented a threat assessment process that will be utilized when students demonstrate behavior that threatens the safety of themselves and/or others. The threat assessment process may include interviews with the student who expressed the threat, school staff, and classmates as well as a public source social media review to determine if the student in question is a threat to themselves or others. When threats occur, portions of the threat assessment process are entrusted to Kent ISD staff, in communication and collaboration with the student’s local district.

Students are encouraged to report any threat immediately. Threats may be reported to any District employee in-person, by e-mail, or by telephone. Students may also report threats through the OK2SAY program.

VIDEO SURVEILLANCE AND PHOTOGRAPHS

Kent ISD may monitor any building, facility, property, bus, or vehicle with video recording equipment other than areas where a person has a legally recognized and reasonable expectation of privacy (e.g., restrooms and locker rooms). Outside of those school areas, a person has no expectation of privacy.

Kent ISD may use video recordings for any lawful purpose, including student discipline, assisting law enforcement, or investigations.

Students may not make recordings: on school property; when in a vehicle owned, leased, or contracted by the ISD; or at a school-sponsored activity or athletic event unless otherwise authorized by Policies 5210 or 5805, applicable law, or a District employee.

BOOKS, SUPPLIES AND TECHNOLOGY

Kent ISD will provide free instruction to all students and will not charge a fee for materials necessary to complete required or elective courses. Students and parents may purchase additional supplies at their own expense. Kent ISD may charge a reasonable and refundable deposit to cover damage to textbooks and supplies. A teacher may provide a list of suggested materials that students and parents may purchase. Purchasing materials is voluntary and not required for curricular activities.

Students must take care of books and other supplies provided by Kent ISD. Kent ISD may assess fees to repair or replace District property that is lost, damaged, stolen, returned in a different condition, or not returned on time.

Use of District technology resources is a privilege, not a right. Students are expected to use computers, the Internet, and other District technology resources for school-related educational purposes only. Students and their parents are required to sign and return the Acceptable Use Agreement before they may use or access District technology resources. Students who violate the District's Acceptable Use Agreement may have technology privileges terminated or suspended and may be subject to discipline, up to and including expulsion. The Acceptable Use Agreement form is attached as Appendix E.

DRIVING AND PARKING PERSONAL VEHICLES

Student driving and parking on District property is a privilege, not a right, that may be revoked at any time. Students who drive to school must obey the following rules:

1. Students may not move their vehicles, sit in, or be around their vehicles during the school day without permission from administration.
2. Students may not drive carelessly or with excessive speed on school grounds.
3. By driving to school and parking on school grounds, students and parents consent to having that vehicle searched when school officials have reasonable suspicion that a search will reveal a violation of school rules, Board Policy, or law.

FOOD SERVICES

Kent ISD provides meals for Center Program students by contracting through the food service programs of Grand Rapids Public Schools, Northview Public School, and Sparta Public Schools. If applicable, lunch accounts will be maintained through the local district system. A new Free and Reduced Lunch Form must be completed annually and will be provided as a part of a student's annual enrollment forms packet. Breakfast and lunch are available to most students. Deaf & Hard of Hearing (DHH) students follow Northview food service policies.

LOST AND FOUND

All lost and found items are to be taken to the main office or a designated lost and found area. Students may claim lost articles there. Unclaimed items may be donated to a local charity or otherwise disposed of at the conclusion of each semester.

OFF CAMPUS EDUCATIONAL EXPERIENCES

Kent ISD Center Programs encourages community participation to support student's generalizing skills and developing community engagement, volunteer and employment skills. All community activities are specially designed by building administrators and classroom teams to support students meeting their individual IEP goals. Student may have access to opportunities such as Community Based Instruction (CBI), Job Sites, Community Based Experiences or Field Trips to support meeting their individual goals. The needs of students within our programs greatly vary. When determining participation in community activities, safety is the utmost importance. Students who have not met academic or behavior expectations may not be able to attend specific activities. During community activities students are expected to comply with school rules, expectations, Board Policy and the Student Code of Conduct. During these opportunities students may access transportation in the form of school bus, school van or public transportation.

PARTIES

Classes may have seasonal or curriculum-related parties during the year. Students must follow all expectations and rules established by the teacher or other relevant staff during the party. Invitations for private parties and non-school-sponsored events may not be distributed in the classroom.

PLAYGROUND/RECESS/OUTDOOR SPACES

Staff will supervise students when the students use the playground or recess area during the school day or as part of a school activity. At all other times and circumstances, Kent ISD does not provide supervision of its playgrounds, equipment, or surrounding areas.

HEALTH, SAFETY AND MEDICATIONS

1. First Aid, Illness, or Injury at School

Students who feel ill or are hurt while at school should seek immediate assistance from their classroom teacher, nurse, or the nearest staff member.

When the building principal or designee determines that a student is too ill or injured to remain at school, school staff will contact the student's parent or other designated responsible adult to pick up the student from school. If the student requires immediate medical attention, the school will first attempt to contact a parent or other designated responsible adult when reasonably possible. If contact cannot be made, the building principal or designee will take any reasonable action necessary on the student's behalf, consistent with state law.

Students showing symptoms of a communicable disease may be sent home. The ISD may require a statement from a licensed physician or local health official before allowing the student to return to school.

2. Absences Due to Illness

The school will contact parents if a student becomes ill at school and may ask that the parent pick up the student

A. Student Illness Procedure

In order to maintain the health and well-being of students and staff, please keep your student home when they are showing signs of illness. A family physician is most qualified to diagnose and treat your student. It is not within the school nurses' scope of practice to make medical diagnosis.

B. Students who have the following symptoms will be sent home from school and cannot be transported home by bus/school transportation:

- Fever (at or above 100.0 F)
- Vomiting – two (2) or more times in the last 24 hours
- Sores on the skin with pus or drainage
- Unexplained rashes or blisters
- Diarrhea—more than 3 stools in 24 hours
- Tiredness that prevents normal activity
- Complaint of sore throat
- Complaint of shortness of breath
- Wheezing
- Chills
- Stiff back or neck
- Abdominal cramps or pain

If it is determined that the student needs to be sent home, he/she will be cared for in a place within the school that is comfortable and able to be observed by someone who knows the student well. If indicated, the student shall be cared for in a separate environment to prevent disease transmission. The nurse/staff will contact the student's parent/guardian and inform them that their student needs to be picked up from school as soon as possible. It is expected that the parent will make all necessary arrangements to pick up the student in a timely manner.

3. Student return to school:

Determination as to when a student may return to school will follow the most current guidelines available from CDC, MDHHS, and the Kent County Health Department.

Students may be required to present a statement from his/her health care provider stating that he/she is no longer contagious and may return to school, if requested by nursing staff. In this way we hope to protect our high-risk students from infection and contagious diseases, and to ensure that our students remain healthy.

4. Student Injury Procedure

In the event of an accident or injury, the parent/guardian will be immediately notified for any required medical attention. If a parent/guardian cannot be reached, and the injury is such that immediate care is required, the school will arrange for the student to be taken to the doctor or a hospital for treatment by ambulance. This action will not obligate the district to assume financial responsibility for treatment.

5. Communicable Diseases

Kent ISD, in conjunction with local health department officials, may exclude students who:

- Are suspected of having a communicable disease until a physician or local health department official determines the student is no longer a risk; or
- Lack of documentation of immunity or are otherwise considered susceptible to a communicable disease until the local health department officials determine the risk of spreading the disease has passed.

Communicable diseases include, but are not limited to, diphtheria, scarlet fever, strep infections, whooping cough, mumps, measles, rubella, COVID-19, and other conditions indicated by the local and state health departments. Any removal will only be for the contagious period or as directed by the local health department.

6. Head Lice

A student with nits within ¼ inch of the scalp or live lice may remain at school. The student will be restricted from activities that involve close head-to-head contact or sharing of personal items. Kent ISD will notify the student's parents and provide education materials on head lice prevention and treatment.

District personnel will not ostracize or embarrass a student with lice or nits and will maintain student confidentiality.

If a student has a persistent infection after 6 weeks or 3 separate cases within 1 school year, the ISD will form a team that may include the student's parents, teacher, social worker or administrators to determine the best approach to resolve the issue.

7. Bed Bugs

If an ISD staff member suspects that a student's clothing or belongings contain bed bugs, the school nurse or other staff member may visually inspect the student's clothing or belongings. Any bugs found should be removed and collected for identification. If a live bed bug is discovered, the ISD will notify the student's parents and provide educational materials on bed bug prevention and treatment.

If a student's clothing or belongings are infested by bed bugs, the student may be excluded from school until the parent has confirmed the successful treatment has occurred or other remedial students have been taken to ensure that bed bugs are not brought to school.

If bed bugs are found in a classroom or elsewhere in the school building, the building principal or designee will notify the parents of all students in the affected school building and will provide information on bed bug prevention and treatment. The school building will not be closed due to bed bug presence. If pest management is necessary, it will be provided to affected areas of the school building.

8. Immunizations

For a student entering the ISD Center Programs for the first time or entering 7th grade, a parent must provide the building principal or designee with a certificate stating that the student has received at least 1 dose of an immunizing agent against each disease specified by the Michigan Department of Health and Human Services (MDHHS) or other responsible agency or documentation of an applicable approved exemption.

The student's parent must provide the certificate or documentation at the time of registration, or no later than the first day of school. A parent of a student who has not received all doses of any required immunizing agent must provide the ISD an updated immunization certificate demonstrating that the immunizations have been completed as required by the MDHHS. The updated certificate must be provided within 4 months of the student entering the ISD for the first time or upon entering 7th grade. The ISD will not permit a student to attend school unless the parent provides evidence of immunizations or exemptions as outlined above.

9. Medication

Whenever possible, parents should arrange student medication schedules to eliminate the need for administration of medication at school. When a student requires prescription or over-the-counter medication at school, the following procedures apply:

- The student's parent must annually submit a consent form as required by Kent ISD. The consent form is located as appendix F.
- A building principal or designee must request that the parent supply medications in the exact dosage required whenever feasible.
- The building principal or designee will notify the student's parent of any observed adverse reaction to medication.
- All medications must be in the original container.

10. Asthma Inhalers and Epinephrine Delivery System

A student may possess and use an asthma inhaler or epinephrine delivery system with written approval from the student's healthcare provider and consistent with Policy 5703. A minor student must also have written permission from the student's parent. The required documentation must be submitted to the building principal or designee. If a student is authorized to self-possess or self-administer an asthma inhaler or epinephrine delivery system, the building principal or designee will notify the student's teachers and other staff as appropriate.

Additionally, the school must maintain a written emergency care plan drafted by a physician in collaboration with the student's parent. The emergency care plan will contain specific instructions related to the student's needs. The physician and parent should update the emergency care plan as necessary to address any changes in the student's medical circumstances.

11. Concussions

Before allowing a student to participate in any athletic activity, including physical education, the District will annually:

- Provide MDHHS educational materials on concussion awareness to each student and to the student's Parent. This information can be found as Appendix G; and
- Obtain a statement signed by each student and respective Parent acknowledging receipt of MDHHS concussion awareness educational materials. The District will maintain this signed statement for 5 years or until the student is 18, whichever is longer.

12. DNR/End-of-Life Procedure

Students may have a Do Not Resuscitate order honored at school in accordance with board policy 5708 provided the following conditions are met:

- DNR form is completed in full and signed by student's guardian and physician, and appropriately witnessed.
- Form is on file with school.
- A new form must be completed and filed every year.
- End-of-life arrangements for students will be evaluated on a case-by-case basis.

In order to promote continuity of communication regarding plan of care and end of life, the following guidelines exist for discussing DNR implementation with a student's family:

- Existing DNR orders will be discussed with parents/guardians on a yearly basis
- When a new DNR order is implemented, a meeting will be called with all necessary parties. and student's parents/guardians to discuss wishes for care at the end of life.

Should a student pass away at school, the following procedure will be implemented:

- Staff will notify the student's family immediately.
- The classroom will be cleared of classmates and the student will be prepared for family arrival.
- Kent ISD will call EMS to come and pronounce/transport the student.
 - DNR will be presented to EMS upon arrival.
 - If a student is an active hospice patient, EMS will not be called. The hospice case manager will be notified instead. It is the parents'/guardians' responsibility to ensure that the RN has an appropriate contact number.

13. HOMEBOUND SERVICES

Homebound services will be identified through an IEP when an illness or injury restricts a student's ability to come to school. The student will be required to have a doctor's note verifying the student is unable to attend school to receive this service. Please contact the Center Program Principal/Administrator for further information.

TRANSPORTATION SERVICES

Students attending Kent ISD Center Programs have Specialized Transportation identified in their IEP. Specialized transportation is provided by the student's Resident District through their transportation services or by contracting with Dean Transportation. Students must comply with school rules and expectations, Board Policy and the Student Code of Conduct during transportation. Students who violate school vehicle rules and expectations may be referred to the building administrator for discipline.

Video cameras may be placed on vehicles and buses to monitor student behavior on the vehicle/bus. Exceptions or modifications to these rules may be made as necessary to accommodate a student with a disability.

For more detailed information about Specialized Transportation please reference "Kent ISD Specialized Transportation Guidelines" [here](#) or on Kent ISD Website, www.kentisd.org.

SECTION II: ACADEMICS

To encourage students and parents to stay apprised of student academic information, grades, attendance, and other information can be accessed via Powerschool where applicable. Please contact the main office for information about how to access your student's Powerschool account.

COMMENCEMENT

The ISD may conduct a commencement or completion ceremony for eligible students at the end of the school year. Participation in the ceremony is a privilege, not a right. Students may be prohibited from participating in the ceremony as discipline for misconduct. A student's disqualification from participating in the commencement ceremony does not impact the issuance of a diploma or certificate of completion to the student, provided that all graduation requirements have been satisfied.

STUDENTS WORKING TOWARDS A HIGH SCHOOL DIPLOMA

1. Course Credits and Graduation Requirements

Students attending KEC Beltline or Empower U who are working on the completion of courses for their high school diploma are required to meet graduation requirements aligned with their Resident District.

2. Personal Curriculum

Students working towards their high school diploma may use the Personal Curriculum process to modify the Michigan Merit Curriculum graduation requirements. As a student with an IEP who is in 9th grade or above is entitled to a personal curriculum. A personal curriculum can be requested by a parent or student who is age 18 or older. Any modification to the Michigan Merit Curriculum must be consistent with Michigan law and must incorporate as much of the Michigan Merit Curriculum content standards as practicable for the student. Kent ISD in collaboration with the students Resident District retains discretion to determine what modifications to the Michigan Merit Curriculum are appropriate for a particular student through a personal curriculum. A student who successfully completes an approved personal curriculum will earn a regular high school diploma. To request a personal curriculum, please contact your building administrator.

3. Testing Out

A student may test out of high school classes and earn credit. Students interested in testing out of a class should review Policy 5409 and make arrangements with their assigned counselor.

HOMEWORK

Classroom teachers may assign homework. Parents who have questions about homework or concerns about class work should contact their student's teacher. Each student is expected to spend time preparing for classes outside of school hours. The amount of time that is needed will depend upon each student and each class.

PLACEMENT

Kent ISD Center Programs are special education settings designed to support students with the highest support needs resulting from a significant disability. Where a student's IEP team has provided an offer of FAPE for these special education settings and changes to this programming can only occur through an IEP Team Meeting.

Kent ISD has the sole discretion to make teacher and case manager decisions for its students, consistent with state and federal law. Kent ISD may consider parent requests for staffing. The ISD's placement decision is final.

SUMMER PROGRAMMING

In alignment with a student's IEP, Kent ISD offers Extended School Year Services (ESY) for students who are eligible as well as 200-day programming for SCI and SXI programs. Please contact your student's case manager for questions about ESY.

EXTRACURRICULAR ACTIVITIES

Students are eligible to participate in extracurricular activities within their local school district. The student's IEP team can support the exploration of participation in extracurricular activities and consider the needs for IEP support through Supplementary Aids and Services to allow the student to participate in the activity. If a student is interested in learning more about opportunities offered by their LEA, they may contact your school principal/classroom teacher or the local school district.

Participation is open to students who meet the eligibility requirements established by the local district and any applicable governing body. Further, opportunity to participate in extracurricular activities does not guarantee a student with a disability a position on a competitive team as long as requirements are uniformly applied to students with and without disabilities. Student athletes are also subject to the Athletic Code of Conduct at their local district.

SECTION III: STUDENT EXPECTATIONS, CODE OF CONDUCT AND DISCIPLINE

KENT ISD BEHAVIOR POLICIES AND EXPECTATIONS

1. Bullying

All types of student-on-student bullying, including cyberbullying, without regard to subject matter or motivation, are prohibited. The District's Anti-Bullying Policy is attached to this handbook as Appendix B.

2. Cheating, Plagiarism, and Academic Dishonesty

Students may not cheat, plagiarize, or otherwise participate in academic dishonesty in any form. Unless specifically authorized by a teacher, prohibited behavior may include, but is not limited to:

- Obtaining, attempting to obtain, or aiding another person in obtaining credit for work by any dishonest or deceptive means.
- Copying another person's work or answers.
- Discussing with other students the answers or questions on a test or assignment before the test or assignment has been submitted for a grade.
- Taking or receiving copies of a test.
- Using or displaying notes, "cheat sheets," or other sources of unauthorized information.
- Using the ideas or work of another person as if they were your own without giving proper credit to the source.
- Using artificial intelligence to assist or complete an assignment or test.
- Submitting work or any portion of work completed by another person.

A student who cheats, plagiarizes, or otherwise participates in any academic dishonesty may receive no credit on that assignment or class and will be subject to discipline.

3. Damage to School Property

Students who damage school property either intentionally or unintentionally may be subject to discipline and required to pay to replace or restore the property.

4. Public Display of Affection

Students may not engage in public displays of affection that are disruptive to the school environment including transportation or distracting to others.

5. Dressing and Grooming

In general, clothing should be clean and appropriate for the weather and the environment. Student dress, hair style, make up, cleanliness, or personal appearance that is a threat to the safety, health, or welfare of others; violates any statute, Policy 5101, or the Dress Code; or substantially disrupts the educational environment or that school officials reasonably forecast will substantially disrupt the educational environment, is grounds for remedial or disciplinary action.

The final decision in any situation involving inappropriate attire rests with building administrators.

Students who are dressed inappropriately will be asked to change or cover their clothing immediately. If necessary, parents will be called to bring appropriate clothing, students can use extra clothing provided if available or the student may be sent home to change. Repeated dress code violations may result in more severe consequences.

A. Dress Code

- Tops must have straps or sleeves and must cover the student's entire torso from armpit to armpit.
- Pants, shorts, and skirts must have an inseam at least 4 inches in length.
- Clothing may not display material that:
 - Is materially and substantially disruptive or that school officials can reasonably forecast will create a substantial disruption;
 - Is obscene, sexually explicit, indecent, or lewd;
 - Promotes the use of or advertises illegal substances, including but not limited to substances illegal for minors;
 - Incites violence;
 - Contains "fighting words";
 - Constitutes a true threat of violence;
 - Demonstrates hate group association/affiliation or uses hate speech targeting groups based on their membership in a protected class; or
 - Displays nipples, genitals, or buttocks.

Students who represent Kent ISD at an official or school-sponsored function or public event (e.g., CBI or Job Sites) may be required to follow specific dress requirements as a condition of participation or attendance.

6. Cell Phones and Electronics

Any use of cell phones or other electronic devices while at school must be done safely, responsibly, and respectfully, and comply with all school rules. Students are personally and solely responsible for the security of their cell phones and other electronic devices. Kent ISD is not responsible for theft, loss, or damage of any cell phone or other electronic device.

The Superintendent, building principals, and teachers are authorized to develop building-level and classroom rules for students' use of cell phones and other electronic devices. A student who violates the rules or this Policy are subject to corrective or disciplinary action, consistent with Policy and the student code of conduct.

Cell phone and electronic policies are dependent on individual school buildings. Please review the expectations aligned with your specific building below:

- A. **Lincoln Campus, LDC & Pine Grove:** Cell phones and other electronics, not including AAC devices, are able to be used during transportation to and from school. Use within the school building is discouraged. Student use of devices is set by classroom and individual student need.
- B. **KEC Oakleigh and KEC Beltline:** Cell phones and other electronics, not including AAC devices, are not allowed at school. Students are able to use devices during transportation to and from school. Devices are to be turned into the Lock Box upon entry into the building. Students will receive their device back at the end of the school day. When needed, students may request access to a device to be used in a specific area with supervision.
- C. **Empower U:** Cell phones and other electronics are able to be used during break times or as an instructional tool.

- D. **DHH programs** located at Northview Public Schools must comply with the cell phone and electronics policies outlined by Northview Public Schools.

At any Center Program school location when a student requires an alternate plan to support their individual needs, one may be developed to increase or reduce the building cell phone and electronic expectations. Teachers may also develop classroom rules for use of cell phones and other electronic devices when approved by administration.

Students may not use cell phones or other electronic devices while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy. Taking, disseminating, transferring, or sharing obscene, pornographic, lewd, or otherwise illegal photographs, video, audio, or other similar data, whether by electronic data transfer or otherwise (including via cell phone or other electronic device), may constitute a crime under state or federal law. A student engaged in any of these activities at school, at a school event, or on school-provided transportation, may be subject to discipline. A student engaged in any of these activities outside of school may be disciplined if the student's activities substantially disrupt or negatively affect the school environment.

School administrators and teachers may confiscate a student's cell phone or other electronic device if the student's use or possession of a cell phone or electronic device violates Board Policy, the student code of conduct, or any applicable building or classroom rule. The building principal or designee may require a meeting with the student's parent to discuss the rule violation before returning the cell phone or electronic device.

INDIVIDUAL BUILDING ROUTINES AND EXPECTATIONS

To ensure the safety of students and staff some buildings within Kent ISD Center Programs may add additional safety measures to their individual building routines. Additional protocols can be found below:

1. KEC Beltline:

- A. Clear Backpacks – students are only able to bring a clear backpack/bag to school. If students bring a non-clear backpack/bag to school it must be left in the office where it cannot be accessed or be searched by school staff.
- B. Entry Protocol: When arriving at school students must complete the building entry protocol which includes turning in their cell phone or electronics, checking for a clear backpack/bag or search of non-clear bags and walking through the metal detector. If the metal detector sounds, students must step aside to have a school staff member check metal items with the metal detector wand. If a student arrives late to school after the metal detector has been put away a staff member will use a metal detector wand to check for weapons.

STUDENT CODE OF CONDUCT

This Student Code of Conduct is meant to be a guide and is subject to the discretion of administration and the Board.

Administration will, as required or permitted by state law, always consider the use of restorative practices as an alternative to, or in addition to suspension or expulsion. Nothing in the following table limits Kent ISD's ability to impose more or less severe disciplinary consequences depending on the situation's unique circumstances and the following factors:

1. the student's age;
2. the student's disciplinary history;
3. whether the student has a disability;
4. the seriousness of the behavior;
5. whether the behavior posed a safety risk;
6. whether restorative practices will be used to address the behavior; and
7. whether a lesser intervention would properly address the behavior.

Nothing in this handbook limits Kent ISD's authority to discipline a student for conduct that is inappropriate in school, but that is not specifically provided in the tables below. The ISD will also comply with Policy 5206 section 1 for victims of an alleged sexual assault.

PROHIBITED CONDUCT	POTENTIAL CONSEQUENCE(S)
Bullying: Actions in which someone intentionally and repeatedly causes discomfort or injury to others.	<p>A violation of the Code of Conduct may result in any of the following or a combination of the following:</p> <ul style="list-style-type: none"> ○ Restorative Practices with student and staff ○ Parent Contact ○ Conference with Administrator ○ In School Suspension ○ Out of School Suspension ○ Development/Revision of Positive Behavior Support Plan or Emergency Intervention Plan ○ Threat Assessment ○ Involvement of ISD Administrator ○ Involvement of Law Enforcement
Defiance/Non-Compliance: Refusal To Comply With Directions Or Expectations That Negatively Impacts The Learning Environment.	
Disrespect: Deliberate insulting behavior that negatively affects the learning environment or peer/staff relationships.	
Disruption: Behavior that briefly interferes with learning or routines.	
Dress Code Violation: Attire that does not comply with the school dress code.	
Elopement: The student leaves the school building and there is a risk to safety or the student is off ISD campus.	
Harassment: Disrespectful messages based on a protected class: gender, ethnicity, sexual, race, religion, disability, physical characteristics, other class based on documentation from the U. S. Office of Civil Rights.	
Inciting Behaviors: Intentional actions that encourage or escalate misbehavior among peers that could lead to unsafe behavior and/or major classroom disruption.	
Inappropriate Display of Affection/ Nudity: Inappropriate verbal and/or physical gestures or contact of a sexual nature to another. Intentional exposure of private areas.	
Inappropriate Language/Profanity: Use of offensive language, swearing, obscene language.	
Physical Aggression: Physical behavior that may cause harm or injury to another person.	
Possession or Use of a Dangerous Weapon: In possession of a Dangerous Weapon as defined by board policy or school tool as a weapon.	
Property Damage/Arson: Intentional behavior causing damage to an item that requires repair or replacement. Intentionally trying to or setting a fire.	
Restricted Substances: Alcohol, Nicotine, Marijuana or other substances: Possession, use or distribution of restricted substances or paraphernalia.	
Self-Injurious Behavior: Physical harm to self that may cause injury.	
Technology Misuse: Using technology in the wrong way for the wrong purpose or at unapproved times.	
Theft/Plagiarism: Intentional or premeditated of items that belong to others or the school. Copying of peers or online material to submit as own work (not cited).	
Threats: Verbal, written, digital or gestural statement indicating that person will cause harm to or create a negative consequence for someone.	

DISCIPLINE

Kent ISD Center Programs are committed to cultivating safe, supportive, and inclusive learning environments that recognize and respond to the complex and unique needs of students with disabilities. Kent ISD staff strive to make thoughtful, student-centered decisions that emphasize safety, compassion and connection/relationships.

Kent ISD may discipline students who engage in misconduct, up to and including suspension or expulsion from school. The ISD will take steps to effectively discipline students in a manner that appropriately minimizes out-of-school suspensions and expulsions.

Kent ISD will comply with applicable laws related to student discipline, including the consideration of specific factors and use of restorative practices. If an administrator determines that an emergency requires the immediate removal of a student from school, the administrator may contact the student's parent or local law enforcement or take other measures to have the student safely removed from school. Students involved in extracurricular activities and engaged in misconduct may face consequences related to the activity in addition to the consequences provided in the handbook.

Kent ISD reserves the right to refer to an appropriate non-school agency of any act or conduct which may constitute a crime. The ISD will cooperate with those agencies in their investigations as permitted by law.

Kent ISD's rules and policies apply to any student who is on school property or school-affiliated transportation, who is in attendance at school or at any school-sponsored activity or function, or whose conduct at any time or place directly interferes with the operation, discipline, or general welfare of the school, regardless of location, date, or time.

FORMS OF SCHOOL DISCIPLINE & APPLICABLE DUE PROCESS

1. In School Suspension (ISS)

The building administrator may require a student to serve an ISS, during which students follow strict rules and must work on assignments the entire time, except for short breaks. Students not completing their ISS may face further disciplinary action.

2. School Removal/Suspension

A student may be suspended from school for violating school rules. Building administration or designee will review the behavior and determine if a suspension is warranted and determine the length of that suspension. Before a student is suspended, an administrator or designee will: (1) provide the student verbal notice of the offense the student is alleged to have committed, and (2) provide the student an informal opportunity to respond and explain what happened. Except in emergency circumstances, an administrator will not suspend the student unless, after providing the student notice and an opportunity to explain, the administrator is reasonably certain that the student committed a violation of the Student Code of Conduct and that suspension is the appropriate consequence. The building administrator will consider the 7 factors provided in the Student Code of Conduct before suspending a student.

DISCIPLINARY PROTECTIONS AND PROCEDURES FOR STUDENTS WITH DISABILITIES

In accordance with the Individuals with Disabilities Education Act (IDEA) and state law, the following procedures will be followed if a student is subject to disciplinary removal (e.g., suspension or expulsion) for more than 10 cumulative school days in a school year:

1. Procedural Safeguards:

- A. The parents/guardians will be provided with a copy of the Notice of Procedural Safeguards at the time of the disciplinary action or change in placement.
- B. The school will inform the parents/guardians of their rights under IDEA, including the right to request a due process hearing or file a complaint regarding the disciplinary decision.

2. Review of Pattern of Removals:

- A. The IEP team, including the parent/guardian, will review the disciplinary history to determine if the removals constitute a pattern. A pattern may exist if removals are:
 - a. For similar behavior,
 - b. Occur close in time,

- c. Are substantially similar in length and circumstances, and
 - d. Add up to more than 10 cumulative days.
- B. If a pattern is found, it will be considered a change of placement.

3. Manifestation Determination Review (MDR):

- A. Within 10 school days of any decision to change the placement due to disciplinary removal beyond 10 cumulative days, the school will convene a Manifestation Determination Review (MDR) meeting.
- B. The IEP team will determine whether:
 - a. The behavior was caused by or had a direct and substantial relationship to the student's disability; or
 - b. The behavior was the direct result of the school's failure to implement the IEP.

4. Free Appropriate Public Education (FAPE):

- A. Regardless of whether the behavior is determined to be a manifestation of the disability, the student will continue to receive educational services so as to enable the student to continue to participate in the general education curriculum and to progress toward meeting the goals set out in the IEP.
- B. If the behavior is a manifestation of the disability, the student will return to the previous placement unless the parent and school agree to a change of placement.
- C. If the behavior is not a manifestation, the student may be disciplined in the same manner as students without disabilities, but must continue to receive FAPE during the period of removal.

5. Functional Behavioral Assessment (FBA) and Behavior Intervention Plan (BIP):

- A. If the behavior is found to be a manifestation of the student's disability:
 - a. The IEP team will conduct or review a Functional Behavioral Assessment (FBA) and develop or revise a Positive Behavior Support Plan (PBSP).
- B. If a PBSP already exists, it will be reviewed and modified as needed to address the behavior.

APPENDIX A: NON-DISCRIMINATION, ANTI-HARASSMENT, AND NON-RETALIATION & TITLE IX SEXUAL HARASSMENT

3115 NON-DISCRIMINATION, ANTI-HARASSMENT, AND NON-RETALIATION POLICY [LINK](#)

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, 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
- 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., 2000f 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: August 15, 2022 Date revised: August 19, 2024, February 17, 2025, August 18, 2025

3118 TITLE IX SEXUAL HARASSMENT POLICY [LINK](#)

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) 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, the below terms are defined as follows:

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 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.
 - 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 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.
 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

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.

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.

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 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

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

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 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.

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
 - 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.

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.

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.

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
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.

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, Suite 325
Cleveland, Ohio 44115
Phone: (216) 522-4970
E-mail: OCR.Cleveland@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: August 15, 2022 / Date revised: August 19, 2024 / Date revised: February 17, 2025

APPENDIX B: ANTI-BULLYING

5207 ANTI-BULLYING POLICY [LINK](#)

All types of bullying, including cyberbullying, without regard to subject matter or motivating animus, are prohibited.

A. Prohibited Conduct

1. Bullying, including cyberbullying, by a student at school is prohibited. Bullying is any written, verbal, or physical act, or electronic communication that is intended to or that a reasonable person would know is likely to harm one or more students directly or indirectly by doing any of the following:
 - b. substantially interfering with a student's educational opportunities, benefits, or programs;
 - b. adversely affecting a student's ability to participate in or benefit from the District's educational programs or activities by placing the student in reasonable fear of physical harm or by causing substantial emotional distress;
 - c. having an actual and substantial detrimental effect on a student's physical or mental health; or
 - d. causing substantial disruption in, or substantial interference with, the District's orderly operations.
2. Retaliation or false accusations against the target of bullying, anyone reporting bullying, a witness, or another person with reliable information about an act of bullying, are prohibited.

B. Reporting an Incident

If a student, staff member, or other person suspects there has been a bullying incident, the person must promptly report the incident to the building principal or designee, or to the Responsible School Official(s), as defined below.

A report may be made in person, by telephone, or in writing (including electronic transmissions). If a bullying incident is reported to a staff member who is not the building principal, designee, or a Responsible School Official, the staff member must promptly report the incident to the building principal, designee, or a Responsible School Official. To encourage reporting of suspected bullying or related activities, each building principal, after consulting the Responsible School Official(s), will create, publicize, and implement a system for anonymous reports. The system must emphasize that the District's ability to investigate anonymous reports may be limited.

Complaints that the building principal has bullied a student must be reported to the Superintendent. Complaints that the Superintendent has bullied a student must be reported to the Board President.

C. Investigation

All bullying complaints will be promptly investigated. The building principal or designee will conduct the investigation, unless the building principal or Superintendent is the subject of the investigation. If the building principal is the subject of the investigation, the Superintendent or designee will conduct the investigation. If the Superintendent is the subject of the investigation, the Board President will designate a neutral party to conduct the investigation.

A description of each reported incident, along with all investigation materials and conclusions reached, will be documented and retained.

D. Notice to Parent/Guardian

If the investigator determines that a bullying incident has occurred, the District will promptly notify the victim's and perpetrator's parent/guardian in writing.

E. Annual Reports

At least annually, the building principal or designee, or the Responsible School Official, must report all verified bullying incidents and the resulting consequences, including any disciplinary action or referrals, to the Board.

The District will annually report incidents of bullying to MDE in the form and manner prescribed by MDE.

F. Responsible School Official

The Superintendent is the "Responsible School Official" for this Policy and is responsible for ensuring that this Policy is properly implemented. This appointment does not reduce or eliminate the duties and responsibilities of the building principal or designee as described in this Policy.

G. Posting/Publication of Policy

The Superintendent or designee will ensure that this Policy is available on the District's website and incorporated into student handbooks and other relevant school publications. The Superintendent or designee will submit this Policy to the MDE within 30 days after its adoption.

H. Definitions

1. "At school" means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether it is held on school premises. "At school" also includes any conduct using a telecommunications access device or telecommunications service provider that occurs off school premises if the device or provider is owned by or under the control of the District.
2. "Telecommunications access device" means any of the following:
 - a. any instrument, device, card, plate, code, telephone number, account number, personal identification number, electronic serial number, mobile identification number, counterfeit number, or financial transaction device defined in MCL 750.157m (e.g., an electronic funds transfer card, a credit card, a debit card, a point-of-sale card, or any other instrument or means of access to a credit, deposit, or proprietary account) that alone or with another device can acquire, transmit, intercept, provide, receive, use, or otherwise facilitate the use, acquisition, interception, provision, reception, and transmission of any telecommunications service; or

- b. any type of instrument, device, machine, equipment, technology, or software that facilitates telecommunications or which is capable of transmitting, acquiring, intercepting, decrypting, or receiving any telephonic, electronic, data, internet access, audio, video, microwave, or radio transmissions, signals, telecommunications, or services, including the receipt, acquisition, interception, transmission, retransmission, or decryption of all telecommunications, transmissions, signals, or services provided by or through any cable television, fiber optic, telephone, satellite, microwave, data transmission, radio, internet based or wireless distribution network, system, or facility, or any part, accessory, or component, including any computer circuit, security module, smart card, software, computer chip, pager, cellular telephone, personal communications device, transponder, receiver, modem, electronic mechanism or other component, accessory, or part of any other device that is capable of facilitating the interception, transmission, retransmission, decryption, acquisition, or reception of any telecommunications, transmissions, signals, or services.
3. “Telecommunications service provider” means any of the following:
- a. a person or entity providing a telecommunications service, whether directly or indirectly as a reseller, including, but not limited to, a cellular, paging, or other wireless communications company or other person or entity which, for a fee, supplies the facility, cell site, mobile telephone switching office, or other equipment or telecommunications service;
 - b. a person or entity owning or operating any fiber optic, cable television, satellite, internet based, telephone, wireless, microwave, data transmission, or radio distribution system, network, or facility; or
 - c. a person or entity providing any telecommunications service directly or indirectly by or through any distribution systems, networks, or facilities.

Legal authority: MCL 380.1310b; MCL 750.157m, 750.219a

Date adopted: August 2022

APPENDIX C: PARENT INVOLVEMENT IN EDUCATION

5401 PARENT INVOLVEMENT IN EDUCATION POLICY [LINK](#)

B. 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 copy of this Policy. The District will provide a copy of this Policy to a requesting Parent in a timely manner.

C. Assessments and Surveys

2. State assessments

Pursuant to state law, the District will not approve Parent requests to opt students out of state assessments.

3. 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.

4. 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: August 15, 2022 / Date revised: August 19, 2024

APPENDIX D: PROTECTION OF PUPIL RIGHTS

5308 PROTECTION OF PUPIL RIGHTS [LINK](#)

Surveys, Analyses, and Evaluations

Parents may inspect any survey created by a third party before that survey is administered or distributed to their student. All survey inspection requests must be made in writing to the building principal before the survey's scheduled administration date.

The District must obtain written consent from a student's Parent before the student is required to participate in a survey, analysis, or evaluation funded, in whole or in part, by the U.S. Department of Education that would reveal sensitive information. For all other surveys, analyses, or evaluations that would reveal sensitive information about a student, the District will provide prior notice to the student's Parent and an opportunity for the Parent to opt their student out.

Employees may not request or disclose the identity of a student who completes a survey, evaluation, or analysis containing sensitive information.

"Sensitive information" includes:

- political affiliations or beliefs of the student or the student's Parent;
- mental or psychological problems of the student or the student's family;
- sexual behavior or attitudes;
- illegal, anti-social, self-incriminating, or demeaning behavior;
- critical appraisals of other persons with whom the student has close family relationships;
- legally recognized privileges or analogous relationships, such as those with lawyers, physicians, and ministers;
- religious practices, affiliations, or beliefs of the student or the student's Parent; or
- income (other than that required by law to determine eligibility for participating in a program or for receiving financial assistance under that program).

A. Invasive Physical Examinations

Parents may refuse to allow their students to participate in any non-emergency, invasive physical examination or screening that is: (1) required as a condition of attendance, (2) administered and scheduled by the District, and (3) not necessary to protect the immediate health and safety of a student.

"Invasive physical examination" means:

1. any medical examination that involves the exposure of private body parts; or
2. any act during an examination that includes incision, insertion, or injection into the body that does not include a hearing, vision, or scoliosis screening.

B. Collection of Student Personal Information for Marketing

No employee will administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or selling that information.

"Personal information" means individually identifiable information that includes:

1. student's and Parents' first and last name;
2. home or other physical address;
3. telephone number; or
4. Social Security Number.

This Policy does not apply to the collection, disclosure, or use of personal information for the purpose of providing educational services to students, such as:

1. post-secondary education recruitment;
2. military recruitment;
3. tests and assessments to provide cognitive, evaluative, diagnostic, or achievement information about students; or
4. student recognition programs.

C. Inspection of Instructional Material

Parents/guardians may inspect instructional material consistent with Policy 5401.

D. Notification of Rights and Procedures

The Superintendent or designee will notify Parents of:

1. this Policy and its availability upon request;
2. how to opt their child out of participation in activities as provided for in this Policy;
3. the approximate date(s) when a survey, evaluation, or analysis that would reveal sensitive information is scheduled or expected to be scheduled;
4. the approximate date(s) when the District or its agents intend to administer a non-emergency, invasive physical examination or screening required as a condition of attendance (except for hearing, vision, or scoliosis screenings); and
5. how to inspect any survey or other material described in this Policy.

This notification will be given to Parents at least annually at the beginning of the school year and within a reasonable period after any substantive change to this Policy.

Parents who believe their rights have been violated may file a complaint with:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

Legal authority: 20 USC 1232h

Date adopted: August 15, 2022 / Date revised: August 19, 2024



STUDENT NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY AGREEMENT

To access e-mail and/or the Internet at school, students under the age of eighteen (18) must obtain parent permission and must sign and return this form. Students eighteen (18) and over may sign their own forms.

Use of the Internet is a privilege, not a right. The Board's Internet connection is provided for educational purposes only. Unauthorized and inappropriate use will result in a cancellation of this privilege.

The Board has implemented technology protection measures which block/filter Internet access to visual displays that are obscene, child pornography or harmful to minors. The Board also monitors online activity of students in an effort to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. Nevertheless, parents/guardians are advised that determined users may be able to gain access to information, communication and/or services on the Internet which the Board of Education has not authorized for educational purposes and/or which they and/or their parents/guardians may find inappropriate, offensive, objectionable or controversial. Parents/Guardians assume this risk by consenting to allow their students to participate in the use of the Internet. Student's accessing the Internet through the school's computers assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The Board has the right to monitor, review and inspect any directories, files and/or messages residing on or sent using the Board's computers/networks. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

Please complete the following information:

Student User's Full Name (please print): _____

School: _____ Grade: _____

Parent/Guardian's Name: _____

Parent/Guardian

As the parent/guardian of this student, I have read the Student Network and Internet Acceptable Use and Safety Policy and Guidelines, and have discussed them with my child. I understand that student access to the Internet is designed for educational purposes and that the Board has taken available precautions to restrict and/or control student access to material on the Internet that is obscene, objectionable, inappropriate and/or harmful to minor. However, I recognize that it is impossible for the Board to restrict access to all objectionable and/or controversial materials that may be found on the Internet. I will not hold the Board (or any of its employees, administrators or officers) responsible for materials my child may acquire or come in contact with while on the Internet. Additionally, I accept responsibility for communicating to my child guidance concerning his/her acceptable use of the Internet - i.e., setting and conveying standards for my daughter/son to follow when selecting, sharing and exploring information and resources on the Internet. I further understand that individuals and families may be liable for violations.

To the extent that proprietary rights in the design of a web site hosted on the Board's servers would vest in my child upon creation, I agree to assign those rights to the Board.

Please check each that applies:

- I give permission for my child to use and access the Internet at school and for the Board to issue an Internet/e-mail account to my child.
- I give permission for my child's image (photograph) to be published online, provided only his/her first name is used.
- I give permission for the Board to transmit "live" images of my child (as part of a group) over the Internet via a web cam.
- I authorize and license the Board to post my child's class work on the Internet without infringing upon any copyright my child may own with respect to such class work. I understand only my child's first name will accompany such class work.

Parent/Guardian's Signature: _____ Date: _____

Student

I have read and agree to abide by the Student Network and Internet Acceptable Use and Safety Policy and Guidelines. I understand that any violation of the terms and conditions set forth in the Policy and Guidelines is inappropriate and may constitute a criminal offense. As a user of the Board's computers/network and the Internet, I agree to communicate over the Internet and the Network in an appropriate manner, honoring all relevant laws, restrictions and guidelines.

Student's Signature: _____ Date: _____

Teachers and building principals are responsible for determining what is unauthorized or in appropriate use. The principal may deny, revoke or suspend access to the Network/Internet to individuals who violate the Board's Student Network and Internet Acceptable Use and Safety Policy and related Guidelines, and take such other disciplinary action as is appropriate pursuant to the Student Code of Conduct.

MEDICATION/TREATMENT CONSENT FORM



Student Name _____ Birth Date _____ School Year _____

Diagnosis/Condition _____

CONSENT FOR ADMINISTRATION OF HEALTH TREATMENT AND/OR MEDICATION AT SCHOOL

- Parents are urged to provide health treatments and give medication at home and on a schedule other than school hours if possible. If it is necessary that treatments and/or medication be provided during school hours, these regulations must be followed. *Please Note: "Medication" refers to any prescription, non-prescription, homeopathic, herbal, vitamin, or mineral preparation.*
- Health treatments and medications must be prescribed in writing by a physician or other licensed health care provider and must be renewed at least annually. Providers complete Part 1 below and must sign form—Part 2 and fax written instructions to school.
- All medication, prescription and non-prescription, must be brought to school in the original pharmacy container with a current label showing the name of the student, medication, strength, dosage, and time(s) to be given. Only the parent/guardian or other responsible adult or the pharmacy may deliver the medicine to school. Students are not allowed to bring their own medication to school.
- Health treatment supplies will be provided for school use for each student by parent/guardian as needed.
- Parent/guardian written permission is required to administer treatments and medications at school as directed by physician/licensed health care provider, including permission to contact provider as necessary. Parent must sign below—Part 2.

PART I: PHYSICIAN/HEALTH CARE PROVIDER INSTRUCTIONS

TREATMENT/MEDICATION	STRENGTH	DOSAGE/ROUTE	TIME(S)/FREQUENCY	
			Home	School

Recommendations, Special Considerations, Side Effects, Precautions, Allergies: _____

PART 2: AUTHORIZATION SIGNATURES

The following signatures serve as written authorization for permission to administer health treatment and/or medication as directed at school. Authorization includes permission for school personnel and health care provider to contact each other if needed. Medication and Treatment information is kept confidential but it may be shared with appropriate staff for emergency care.

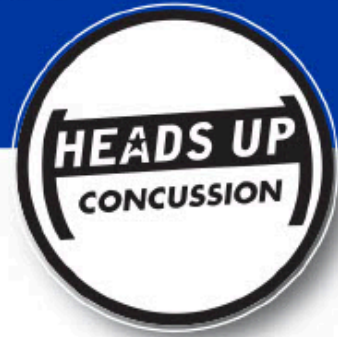
Physician/Provider: _____
 Print Name _____ Signature _____

 Date _____ Phone _____ Fax _____

Parent/Guardian: _____
 Print Name _____ Signature _____

 Date _____ Phone _____ Fax _____

PARENT & ATHLETE CONCUSSION INFORMATION SHEET



WHAT IS A CONCUSSION?

A concussion is a type of traumatic brain injury that changes the way the brain normally works. A concussion is caused by a bump, blow, or jolt to the head or body that causes the head and brain to move quickly back and forth. Even a “ding,” “getting your bell rung,” or what seems to be a mild bump or blow to the head can be serious.

WHAT ARE THE SIGNS AND SYMPTOMS OF CONCUSSION?

Signs and symptoms of concussion can show up right after the injury or may not appear or be noticed until days or weeks after the injury.

If an athlete reports one or more symptoms of concussion after a bump, blow, or jolt to the head or body, s/he should be kept out of play the day of the injury. The athlete should only return to play with permission from a health care professional experienced in evaluating for concussion.

DID YOU KNOW?

- Most concussions occur without loss of consciousness.
- Athletes who have, at any point in their lives, had a concussion have an increased risk for another concussion.
- Young children and teens are more likely to get a concussion and take longer to recover than adults.

SYMPTOMS REPORTED BY ATHLETE:

- Headache or “pressure” in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light
- Sensitivity to noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems
- Confusion
- Just not “feeling right” or is “feeling down”

SIGNS OBSERVED BY COACHING STAFF:

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score, or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows mood, behavior, or personality changes
- Can’t recall events prior to hit or fall
- Can’t recall events after hit or fall

“IT’S BETTER TO MISS ONE GAME THAN THE WHOLE SEASON”

CONCUSSION DANGER SIGNS

In rare cases, a dangerous blood clot may form on the brain in a person with a concussion and crowd the brain against the skull. An athlete should receive immediate medical attention if after a bump, blow, or jolt to the head or body s/he exhibits any of the following danger signs:

- One pupil larger than the other
- Is drowsy or cannot be awakened
- A headache that gets worse
- Weakness, numbness, or decreased coordination
- Repeated vomiting or nausea
- Slurred speech
- Convulsions or seizures
- Cannot recognize people or places
- Becomes increasingly confused, restless, or agitated
- Has unusual behavior
- Loses consciousness (even a brief loss of consciousness should be taken seriously)

WHAT SHOULD YOU DO IF YOU THINK YOUR ATHLETE HAS A CONCUSSION?

1. If you suspect that an athlete has a concussion, remove the athlete from play and seek medical attention. Do not try to judge the severity of the injury yourself. Keep the athlete out of play the day of the injury and until a health care professional, experienced in evaluating for concussion, says s/he is symptom-free and it's OK to return to play.
2. Rest is key to helping an athlete recover from a concussion. Exercising or activities that involve a lot of concentration, such as studying, working on the computer, and playing video games, may cause concussion symptoms to reappear or get worse. After a concussion, returning to sports and school is a gradual process that should be carefully managed and monitored by a health care professional.
3. Remember: Concussions affect people differently. While most athletes with a concussion recover quickly and fully, some will have symptoms that last for days, or even weeks. A more serious concussion can last for months or longer.

WHY SHOULD AN ATHLETE REPORT THEIR SYMPTOMS?

If an athlete has a concussion, his/her brain needs time to heal. While an athlete's brain is still healing, s/he is much more likely to have another concussion. Repeat concussions can increase the time it takes to recover. In rare cases, repeat concussions in young athletes can result in brain swelling or permanent damage to their brain. They can even be fatal.

STUDENT-ATHLETE NAME PRINTED

STUDENT-ATHLETE NAME SIGNED

DATE

PARENT OR GUARDIAN NAME PRINTED

PARENT OR GUARDIAN NAME SIGNED

DATE

JOIN THE CONVERSATION  www.facebook.com/CDCHeadsUp



TO LEARN MORE GO TO [>> WWW.CDC.GOV/CONCUSSION](http://WWW.CDC.GOV/CONCUSSION)

Content Source: CDC's Heads Up Program. Created through a grant to the CDC Foundation from the National Operating Committee on Standards for Athletic Equipment (NOCSAE).

BOARD AGENDA ITEM

Information/Discussion _____
Future Action _____
Action X _____

Item: GSRP Family Handbook

Submitted by: Ashley Karsten

Date: 8/8/2025 _____

Recommended by: Jenny Fee

Board Meeting Date: 8/17/2025 _____

RECOMMENDATION:

It is recommended that the Kent ISD Board of Education approve the 2025-2026 Great Start Readiness Program Family Handbook.

BACKGROUND:

Each year, minor edits are made to the family handbook to reflect changes in Board Policies and to maintain compliance with the LARA Childcare Licensing rules and regulations, as well as guidance from Michigan Lifelong Education Advancement and Potential (MiLEAP).

Changes of note:

- Added revised policy 3115 to Appendix A
- Added revised policy 3118 to Appendix A
- Removed section regarding acceptable use of technology (not applicable in GSRP classrooms)
- Minor formatting revisions
- Ensured Directory information aligned with Board Policy Definition.

Kent ISD

Great Start Readiness Program

Family Handbook

Revised July 2025



Early Childhood
Kent ISD



Hello families,

Kent ISD's Great Start Readiness Program (GSRP) would like to welcome you and your child! The GSRP Family Handbook offers valuable information about your child's learning and growth, the philosophy within the program, GSRP policies, and general information about the Great Start Readiness Program through Kent Intermediate School program (Kent ISD). GSRP in Kent County is a collaborative effort between Kent ISD local school programs and local subrecipients located in a variety of community locations. GSRP is licensed by Michigan Department of Licensing and Regulatory Affairs (LARA). All our facilities are licensed by the State of Michigan and meet all state guidelines. Licensing information is available for review on the Statewide Search for Licensed Child Care Centers and Homes website <https://cclb.my.site.com/micchirp/s/statewide-facility-search>.

Kent ISD GSRP receives grant funding from Michigan Department of Lifelong Education, Advancement, and Potential (MiLEAP) and is designed to benefit four-year-old children. GSRP is guided by developmentally appropriate practices through individualized instruction for all children. Each classroom uses intentional teaching practices intended to meet the needs of all children and families by using child data to provide focused instruction. The GSRP guidelines are formed from joining high standards established by MiLEAP and LARA.

The goal of GSRP is to help make sure your child is ready for kindergarten and beyond. Children enrolled in GSRP attend school for a full day of school either Monday through Thursday or Monday through Friday. The ratio for all GSRP classrooms is 1 teacher to every 10 children.

We believe in the importance of partnering with families, and welcome your feedback throughout the course of the school year. We encourage you to attend family events. Opportunities will be communicated through newsletters shared by your child's teacher.

Thank you for being an important part of your child's school experience. We at GSRP believe that you, as your child's family, are their first and best teachers. We look forward to partnering with you!

This handbook is intended for use by students, families, and staff as a guide to the rules, procedures, and general information about the Program. The use of the word "parent" in this handbook means a student's natural or adoptive parent or legal guardian. Families are responsible for familiarizing themselves with this handbook, and families should use the handbook as a resource to assist their children with following its rules and procedures.

Students must comply with all school policies, regulations, rules, and expectations. The use of the word "Policy" in this handbook includes bylaws or policies adopted by the Board of Education. Although the information in this handbook is comprehensive, it is not intended to address every situation that may arise during a school day or school year. This handbook does not create a contract between the program and families, students, or staff. The administration is responsible for interpreting the rules

contained in the handbook to ensure the implementation of the school's educational program and well-being of all students. If a situation arises that is not specifically addressed by this handbook, the administration may respond based on applicable law and policy.

The rules and information provided in this handbook may be supplemented or amended by the administration at any time, consistent with applicable law and policy.

Best wishes,
The GSRP Team

Ashley Karsten
Director of Early Childhood
AshleyKarsten@kentisd.org

GSRP Supervisors:

Julie Guenther
JulieGuenther@kentisd.org

Kathryn O'Hara-Wallis
KathrynOHaraWallis@kentisd.org

Melissa Buurstra
melissabuurstra@kentisd.org

Rachel Pond
rachelpond@kentisd.org

GSRP Main Office Address: 864 Crahen Ave NE Grand Rapids MI 49525

GSRP Office Phone: 616.447.5670

GSRP Office Fax: 616.365.2314

Program website:



Board policies:



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Our Vision, Mission, and Educational Philosophy

Kent ISD GSRP Vision

Our vision is to create a caring, welcoming, and culturally sensitive learning space to help children explore, grow, and succeed.

Kent ISD GSRP Mission

Our mission is to provide a high-quality learning environment by setting high expectations, offering strong teaching, and building warm supportive relationships with children, families and staff. By fostering high expectations and delivering rigorous culturally sustaining instruction, we aim to cultivate a love of learning and personal growth in every child and teacher. We believe in the power of strong family partnerships and strive to engage families as active participants in their children's educational experience.

Kent ISD GSRP Philosophy

Our philosophy is to provide a holistic and inclusive approach to early childhood education, in which every child and teacher is empowered to reach their fullest potential, and every family is valued as a member of our learning community.

2025-2026 GSRP School Dates

First day of school	September 8, 2025
Fall Family Conferences	November 6-7, 2025
Thanksgiving break	November 26-28, 2025
Winter holiday break	December 19- January 2, 2026
No School	January 19, 2026
Mid-winter break	February 16-17, 2026
Spring break	April 6-10, 2026
Spring conferences	February 5-6, 2026
Last day of school	May 19, 2026

Your child's teacher will provide a copy of the school calendar. An additional copy can be found on the parent board at your child's site.

2025-2026 Daily schedule

Unless students are participating in a school activity, school staff will not provide supervision before or after these times.

Dropping off and picking up on time is important for programming. For safety reasons when dropping off and picking up children, a parent/guardian must accompany the child to the designated arrival/dismissal area.

- Each child must be signed in and out on the attendance log with initials and indicated time by a responsible adult who is listed on the Child Information Record. (Per Licensing)
- Children will only be released to persons listed on the Child Information Record, unless the school is notified by a legal guardian, in writing, of a change.
- Staff may request photo identification of anyone picking up a child. (Per Licensing)
- If the teacher or principal/director has any doubts about the documentation provided, a decision to not release the child will be made.
- No children are permitted to walk home without proper supervision.
- Children who enter/leave the program via the school bus/day care will be signed in/out by a staff member.
- If a child is still not picked up after one hour of school time ending, and teachers have made an attempt to call all contacts on the Child Information Record, CPS will be called.

Your child's teacher will give you their accurate daily schedule. Below is a sample GSRP routine.

- 8:35 Arrival: Children enter the classroom at their own pace. Parents/guardians stay until children are ready for them to leave.
- 8:40-9:00 Welcome and Read Aloud (C4L): Children are welcomed to the whole group with a song. Teachers introduce, read, and engage children in a book with carefully planned lessons.
- 9:00-9:20 Breakfast: Children have choices about what to eat of the food available. Teachers and children interact.
- 9:25-9:55 Outdoor Time (SEEDS Transition): Children have many choices about how they play in the outdoor learning environment. Teachers supervise children for safety and join in their active outdoor play, supporting their initiatives and problem solving. Teachers use the transition times as a learning time.
- 10:00-11:00 Planning, Learning Centers, and Sign-In: Children tell their play plans to teachers followed by time to initiate activities and carry out their plans. Teachers support children in name writing during this time with SEEDS sign-in.
- 11:00 Cleanup Time and Recall 11:10: Children and adults clean up together. Children make many choices during clean up. Teachers use this time to reflect (or recall) with four or five children each day.

- 11:15-11:30 Connect: Whole group Connect lessons introduce new or review concepts and games that will be taught in Small Group. Connect lessons follow Welcome and Read-Aloud after children have hands-on play. After the first weeks of the school year, there are two Connect lessons back-to-back.
- 11:30-11:50 Small Group Time: Three to five children meet with a teacher for direct instruction. Small Group lessons include games and fun activities. Teachers engage with children as well as assess children at this time.
- 11:50-12:15 Lunch: Family-Style meals support children doing things for themselves. Children choose what to eat and how much to eat of the food available. Teachers have meaningful conversations with the children. Children are encouraged to clean their own meal space including disposal of leftovers, wiping of tables, and pushing in their own chairs.
- 12:15-1:00 Quiet/Rest Time: Resting is a time for sleeping or quiet, solitary, on-your-own-cot play. Rest Time plans are individualized to meet the needs of each child. Quiet play could include books, soft music, baby dolls, or fine motor toys.
- 1:00-2:10 Planning, Learning Centers, and Focus Groups: Learning Centers are a vital part of the curriculum. Centers are designed to provide particular kinds of learning opportunities. Exploring topics, fostering independence, opportunities for social interaction, and cooperation are aspects of this time. Teachers run Focus Groups at this time, working on targeted objectives with individual or small groups of children.
- 2:10 Cleanup and Recall 2:15: Children and adults clean up together. Children make many choices during clean up. Teachers use recall time to reflect (or recall) with four or five children each day.
- 2:20-2:50 Outdoor Time (SEEDS Transition): Children have many choices about how they play in the outdoor learning environment. Teachers supervise children for safety and join in their active outdoor play, supporting their initiatives and problem solving. Teachers use transition times as learning times.
- 2:55-3:15 Fast Focus is a short lesson that supports learning of the day.
- 3:20 Prepare for Dismissal: Children pack backpacks and dress for leaving school.
- 3:30 Dismissal

Emergency School Closing Procedures

In the event of an emergency school closure, such as a bad weather day or when school is unexpectedly closed early, the program will notify students, families, and the general public about the closure in the following manner:

Closing information is reported on local radio stations, local TV stations, and on local program websites.

If poor weather or other issues cause a program to close a school or sites, GSRP classrooms follow the instructions of the local program where your child's classroom is located. Morning half-day sessions will be canceled if there is a 2 hour delay.

Notice on Non-Discrimination

The program does not discriminate on the basis of race, color, national origin, ethnicity, religion, sex (including gender identity or expression, sexual orientation, pregnancy, childbirth, or a related condition), age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally protected basis, and prohibits unlawful discrimination, including harassment and retaliation, in any education program or activity that it operates, including in admission and employment.

Inquiries about unlawful discrimination, including unlawful harassment and retaliation, may be referred to the program's applicable Coordinator and/or an agency with jurisdiction, such as the U.S. Department of Education's Office for Civil Rights, the Michigan Department of Civil Rights, the Equal Employment Opportunity Commission, or the Department of Justice.

Primary Designated Title IX Coordinator:

Dave Rodgers

Asst. Superintendent of Human Resources & Legal Services

2930 Knapp St. NE, Grand Rapids MI 49525

616-365-2214

daverodgers@kentisd.org

Additional Title IX Coordinator:

Bryndan Arnold

Director of Personnel

Early Childhood & Secondary Programs

2930 Knapp St. NE, Grand Rapids MI 49525

616-447-5664

bryndanarnold@kentisd.org

Additional Title IX Coordinator:

Danielle Hendry

Director of Personnel

Center Programs & Adult. Ed.

2930 Knapp St. NE, Grand Rapids MI 49525

616-365-2288

daniellehendry@kentisd.org

Designated Section 504 Coordinator:

Dave Rodgers

Asst. Superintendent of Human Resources & Legal Services

2930 Knapp St. NE, Grand Rapids MI 49525

616-365-2214

daverodgers@kentisd.org

Designated Civil Rights Coordinator/Employment Compliance Officer:

Dave Rodgers

Asst. Superintendent of Human Resources & Legal Services

2930 Knapp St. NE, Grand Rapids MI 49525

616-365-2214

daverodgers@kentisd.org

The program's Non-discrimination, Anti-Harassment, and Non-Retaliation Policy and Grievance Procedures is available at www.kentisd.org.

To report information about conduct that may constitute unlawful discrimination, including unlawful harassment and retaliation, or make a complaint of such conduct, please contact the applicable Coordinator listed above.

If you or someone you know has been subjected to disability-based discrimination, harassment, or retaliation, you may file a complaint with:

Dave Rodgers

Kent Intermediate School program

2930 Knapp St., Grand Rapids, MI 49525

616-365-2214

daverodgers@kentisd.org

If you or someone you know has been subjected to any other type of unlawful discrimination, harassment, or retaliation, including unlawful conduct based on race, color, or national origin, you may file a complaint with:

Dave Rodgers

Kent Intermediate School program

2930 Knapp St., Grand Rapids, MI 49525

616-365-2214

daverodgers@kentisd.org

A report of unlawful discrimination, including unlawful harassment or retaliation, may be made orally or in writing.

A student found to have engaged in unlawful discrimination, including unlawful harassment or retaliation, may be subject to discipline, including suspension or expulsion, consistent with Policy 5206.

Section 1: Policies and Procedures

Attendance

Students are expected to stay from the start of the school day to the end. If a student is unable to attend school, the student or parent must report that absence to their teacher.

GSRP programs must document absences to comply with program regulations. If your child will be absent or late; inform the school as soon as possible. Children who are absent from class for 21 calendar school days may be dropped from the program.

Absences due to illness

The school will contact families if a student becomes ill at school and may ask that the parent pick up the student.

Planned absences

Families who know in advance that a student will be absent must contact the teacher at the earliest possible date. Students who will be absent for reasons that can be anticipated, such as routine medical appointments and school activities, must complete any work required by the teacher before the absence unless alternative arrangements are approved by the teacher in advance. Families should make every attempt to schedule medical and other appointments outside of school hours.

Students are expected to be signed out of school at the office if leaving school during the school day.

We know that there are times when your child is not able to attend preschool. Young children get sick, especially when they first start school. Other absences occur because families face real barriers, whether it's a serious health problem, a sudden move to a new home or a problem with transportation. We understand that "life happens". Let your teacher know if you are experiencing

anything that is preventing your child from attending preschool. As partners in your child's learning, we want to support you and your family in addressing challenging situations and help to create strong attendance habits for your child's success! We ask families to "Strive for Less than Five!", meaning that we try to help children not miss more than five days of preschool in one school year. This goal helps to maintain high levels of learning and development for your child and still leaves room for circumstances that cannot be avoided.

Children who attend preschool more often are more likely to:

- develop early reading and math skills
- be ready for kindergarten
- develop good attendance patterns for school and future employment
- finish elementary school without repeating a grade

Books and Supplies

The program will provide free instruction to all students and will not charge a fee for materials necessary to complete required or elective courses. Students and families may purchase additional supplies at their own expense.

Students must take care of books and other supplies provided by the program.

Bulletin Boards

Space may be provided within school buildings or on school electronic media for students and student organizations to post notices about student groups. Rules for posting on bulletin boards are found in Policy 5503.

Bullying

All types of student-on-student bullying, including cyberbullying, without regard to subject matter or motivation, are prohibited. The program's Anti-Bullying Policy is attached to this handbook as Appendix B.

Cell Phone Use

Students are personally and solely responsible for the security of their cell phones and other electronic devices. The program is not responsible for theft, loss, or damage of any cell phone or other electronic device. We strongly discourage students bringing in personal electronic devices.

Students may not use cell phones or other electronic devices while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

Teachers may also develop classroom rules for use of cell phones and other electronic devices.

School administrators and teachers may confiscate a student's cell phone or other electronic device if the student's use or possession of a cell phone or electronic device violates Board Policy, the student code of conduct, or any applicable building or classroom rule. The building administrator or designee may require a meeting with the student's parent to discuss the rule violation before returning the cell phone or electronic device.

Children's Protective Services Investigations

The program 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. As a matter of law, the identity of an individual who makes a report of suspected child abuse or neglect is confidential and will not be disclosed.

Under the Child Protective Services Act, mandated reporters are required to report any suspicion of abuse or neglect to the appropriate authorities. GSRP staff members are mandated reporters. GSRP staff members are not required to discuss their suspicions with families before reporting the matter to the appropriate authorities, nor are they required to investigate the cause of any suspicious marks, behavior or condition before making a report. Under the Act, mandated reporters can be held criminally responsible if they fail to report suspected abuse or neglect. The Child Protective Services Act is designed to protect the welfare and best interest of all children.

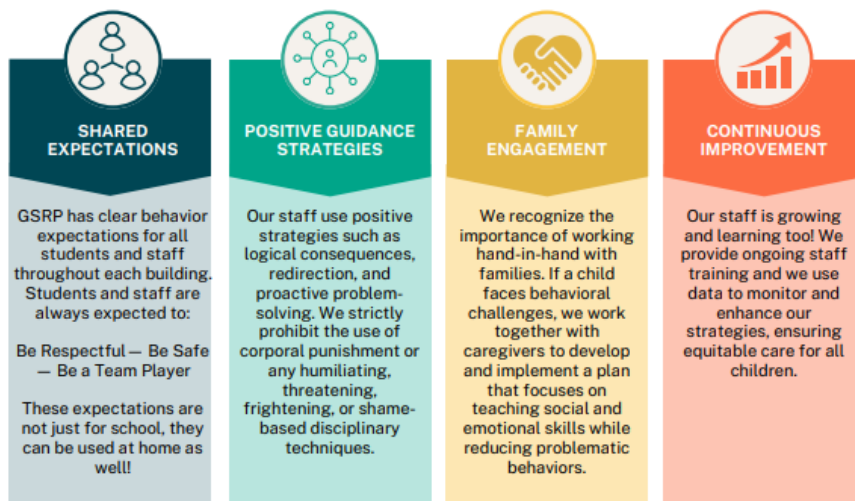
Causes for reporting suspected child abuse or neglect include, but are not limited to:

- Unusual bruising, marks, or cuts on child's body
- Severe verbal reprimands
- Improper clothing relating to size, cleanliness, season
- Transporting a child without appropriate child restraints (e.g., car seats, seat belts, etc.) • Dropping off or picking up a child while under the influence of illegal drugs or alcohol
- Not providing appropriate nutrition for your child
- Leaving a child unattended
- Sending a sick child to school over-medicated to hide symptoms, which would typically require the child to be kept at home until symptoms subside

Classroom Behavior

CHILD GUIDANCE AND DISCIPLINE STATEMENT

In GSRP, we celebrate our commitment to fostering positive and supportive environments for your child's social and emotional development. Our approach is proactive, centered on building positive relationships, and guided by the Pyramid Model — a program-wide framework designed to ensure effective teaching practices that nurture social and emotional development in all children.



In GSRP, we prioritize creating an inclusive and supportive community for all children. This reflects our dedication to accessibility, collaboration, and continuous improvement.

These materials were created under a grant awarded by the Michigan Department of Lifelong Education, Advancement, and Potential.



Communicable Diseases

The program, in conjunction with local health department officials, may exclude students who:

- Are suspected of having a communicable disease until a physician or local health department official determines the student is no longer a risk; or
- Lack of documentation of immunity or are otherwise considered susceptible to a communicable disease until the local health department officials determine the risk of spreading the disease has passed.

Communicable diseases include, but are not limited to, diphtheria, scarlet fever, strep infections, whooping cough, mumps, measles, rubella, COVID-19, and other conditions indicated by the local and state health departments. Any removal will only be for the contagious period or as directed by the local health department.

Our Child Illness Policy is based on guidelines stated by the Kent County Health Department. We attempt to limit the spread of communicable disease in our classrooms and are committed to applying policies that balance and respect the needs of children, families, and staff in these situations. It is the policy of Kent ISD GSRP to temporarily exclude children, staff, and volunteers from care who may be infectious. If staff become aware that a person has a communicable disease, symptoms will be posted or sent home in note form.

These materials were developed under a grant awarded by the Michigan Department of Lifelong Education, Achievement, and Potential.

Reasons for GSRP programs to exclude children include (but are not limited to) the following:

- Fever or oral temperature greater than 101 F
- Rash with a fever
- Diarrhea- if it is causing "accidents," and/or not associated with changes in diet or medication
- Vomiting
- Breathing difficulties, constant coughing, or constant runny nose
- Skin sores that are weeping fluid and are on an exposed body surface that cannot be covered with a waterproof dressing
- Purulent conjunctivitis (defined as pink or red conjunctiva with white or yellow eye discharge) until on antibiotics for 24 hours
- An illness that poses a risk of spread of harmful disease to others.

Damage to School Property

If a student damages school property, intentionally or unintentionally, the student may be subject to discipline; and the student's parent/guardian may be required to pay to replace or restore the property.

Dress and Grooming

In general, clothing should be clean and appropriate for the climate and the situation. Student dress, hair style, make up, cleanliness, or personal appearance that is a threat to the safety, health, or welfare of others; violates any statute, Policy 5101, or the Dress Code; or substantially disrupts the educational environment or that school officials reasonably forecast will substantially disrupt the educational environment, is grounds for remedial or disciplinary action.

The final decision in any situation involving inappropriate attire rests with building administrators.

Students who are dressed inappropriately will be asked to change clothing immediately. If necessary, families will be called to bring appropriate clothing, students can use extra clothing provided by the program, or the student may be sent home to change. Repeated dress code violations may result in more severe consequences.

Dress Code

Tops must have straps or sleeves and must cover the student's entire torso from armpit to armpit. Pants, shorts, and skirts must have an inseam at least 4 inches in length. Clothing may not display material that:

- Is materially and substantially disruptive or that school officials can reasonably forecast will create a substantial disruption;
- Is obscene, sexually explicit, indecent, or lewd;
- Promotes the use of or advertises illegal substances, including but not limited to substances illegal for minors;
- Incites violence;
- Contains "fighting words";
- Constitutes a true threat of violence;
- Demonstrates hate group association/affiliation or uses hate speech targeting groups based on their membership in a protected class; or
- Displays nipples, genitals, or buttocks.

Students who represent the program at an official or school-sponsored function or public event (e.g., athletic teams, bands, choirs, and other groups) may be required to follow specific dress requirements as a condition of participation or attendance.

Clothing that is comfortable and suitable for indoor and/or outdoor play and messy activities is best for a GSRP preschool classroom. During cold weather, please send children to school wearing hats, mittens, gloves, snow pants and boots.

- Label clothing with first and last name.
- Please provide an extra change of clothes that matches the season (socks, underwear, pants, short or long sleeve shirts, jacket etc.).
- Please do not send children in their best clothes, play clothing that is comfortable is best. During the winter, please send extra shoes so your child can change out of their boots.
- A backpack or large bag is recommended to carry belongings to and from school.

Emergency Contact Information

Families must provide emergency information for each student enrolled in the program. The information should include the family physician's name, contact information for parents/guardians or a responsible adult, and any necessary emergency instructions. Families must promptly inform the school if this contact information changes.

Food Services

GSRP works in cooperation with the local school programs to offer meals and snacks at no cost to families. Menus are provided in advance and will be posted in each room for parents to view. Preschool nutrition is extremely important to your child's healthy physical and mental development. All meals follow the Child and Adult Care Food Program (CACFP). Meals include the 5 food groups: dairy, protein, grains, fruit, and vegetables. Full day students receive two meals and one snack. Half-day students receive a minimum of a snack, but also may include one meal.

Meals and snacks are provided to all children family-style. Family-style serving provides an ideal time to model table manners. It also encourages children to be independent in passing, scooping and pouring their own food. Mealtime is a time for meaningful conversations to take place between adults and children.

Food Allergies

Please report dietary and/or allergy requirements to your child's teacher. The teacher will provide you with a Food/Medical Allergy Form. Your child's doctor will use the form to provide details about their needs and outline an action plan and sign it. Meals/snacks can be provided according to the child's needs outlined by a doctor on the form.

Donating Food and Treats, Birthday items

Due to licensing regulations, store-bought pre-packaged food is the only food that may be brought into the classroom. Teachers will never ask families to donate foods.

Field Trips

Classes occasionally take field trips off school property for educational enrichment. Each student must submit a completed permission form signed by the student's parent before being allowed to attend a field trip.

If a field trip or event is planned it will be announced in writing before the event. Trips and events are connected to children's learning and may include visiting local businesses or community parks within walking distance from the site.

Families will never be charged any amount of money for field trips. All family members who would like to attend must seek permission to attend the event by completing and submitting a Volunteer Background Check Form and a Volunteer Child/Neglect Statement form 2 weeks prior to the event.

First Aid, Illness, or Injury at School

Students who feel ill or are hurt while at school should seek immediate assistance from their classroom teacher or the nearest staff member.

When the building program administrator determines that a student is too ill or injured to remain at school, school staff will contact the student's parent/guardian or other designated responsible adult to pick up the student from school. If the student requires immediate medical attention, the program will first attempt to contact a parent/guardian or other designated responsible adult when reasonably possible. If contact cannot be made, the building administrator or designee will take any reasonable action necessary on the student's behalf, consistent with state law.

Students showing symptoms of a communicable disease may be sent home. The program may require a statement from a licensed physician or local health official before allowing the student to return to school.

Minor accidents, incidents and/or injuries are common in young children as they are developing balance and movement skills. Depending on the incident, families may be notified in conversation or in writing on the same day as the occurrence of a minor accident or injury (some examples include: surface cuts, scrapes, bruising of the skin, or bloody noses). If the injury is of a more serious nature (some examples include: significant blood loss, cuts, head trauma), parents will be contacted immediately by phone and in some cases, they will be requested to pick their child up from school. All serious injuries requiring medical attention are required to be reported to the Michigan Department of Health and Human Services (DHHS). If necessary, in the event of an emergency, teachers will follow policy to call 911 and then contact parents/guardians. If a child needs to go to the hospital, a staff member will be present if a family member is not present. To ensure every family can be reached in an emergency, please update any phone number changes on your Child Information Record. Child Information Records will be given to you to fill out before the beginning of the school year. To ensure family members can be reached in an emergency, Child Information Records must be updated whenever there is a change in contact information.

Children Experiencing Homelessness

The program will provide a free public education to homeless children and youth who are in the program and will afford them the educational rights and legal protections provided by federal and state law. Homeless children and youth will not be stigmatized or segregated based on their homeless status and will have the same access to services offered to students who are not homeless.

A student or family in a homeless situation who requires assistance should contact the program's homeless liaison:

Stacey Bright

864 Crahen Ave NE, Grand Rapids, MI 49525

616.447.2409

staceybright@kentisd.org

For detailed information about Homeless Children and Youth, see Policy 5307.

Immunizations

For a student entering the program for the first time or entering 7th grade, a parent/guardian must provide the building administrator or designee with a certificate stating that the student has received at least 1 dose of an immunizing agent against each disease specified by the Michigan Department of Health and Human Services (MDHHS) or other responsible agency or documentation of an applicable approved exemption.

The student's parent/guardian must provide the certificate or documentation at the time of registration. A parent/guardian of a student who has not received all doses of any required immunizing agent must provide the program an updated immunization certificate demonstrating that the immunizations have been completed as required by the MDHHS. The program will not permit a student to attend school unless the parent/guardian provides evidence of immunizations or exemptions consistent with Policy 5713 and state law.

Law Enforcement Interviews

Law enforcement officers may be called to the school at the request of school administration. Students may be questioned by law enforcement consistent with Policy 5201. Students may be questioned by school officials at any time, without parent/guardian notice or consent, consistent with the program's obligation to maintain a safe and orderly learning environment.

Limited English Proficiency

Limited proficiency in the English language should not be a barrier to a student's equal participation in the program's instructional or extracurricular programs. Those students identified as having limited English proficiency will be provided additional support and instruction to assist them in gaining English proficiency and in accessing the educational and extra curricular programs offered by the program.

Locker Use

Pursuant to Policy 5102, lockers are program property and may be made available for student use. Lockers are assigned to students on a temporary basis, and program administration may revoke a student's locker assignment at any time. The program retains ownership of lockers notwithstanding student use.

Students have no expectation of privacy in their lockers. The building administrator or designee may inspect lockers without any particularized suspicion or reasonable cause and without advance notice. Upon the request of the building administrator or designee, law enforcement may assist with searching lockers.

During a locker search, student privacy rights will be respected for any items that are not illegal or violate Board Policy or building rules.

Lost and Found

All lost and found items are to be taken to the designated spot in the school building. Students may claim lost articles there. Unclaimed items may be donated to a local charity or otherwise disposed of at the conclusion of each semester.

Media Center

Students must check out materials from the media specialist or designee on duty. Each borrower is responsible for all materials checked out in the borrower's name.

Medication

Whenever possible, families should arrange student medication schedules to eliminate the need for administration of medication at school. When a student requires prescription or over-the-counter medication at school, the following procedures apply:

- The student's parent/guardian must annually submit a written request and consent form as required by the program.
- A building administrator or designee must request that the parent/guardian supply medications in the exact dosage required whenever feasible.
- The building administrator or designee will notify the student's parent/guardian of any observed adverse reaction to medication.
- All medications must be in the original container.

For additional information and requirements, see Policy 5703.

Staff may not give or apply medication without prior written permission from a physician and a parent/guardian. All medication must be in the original container and clearly labeled with the child's name. Prescription medication must have the pharmacy label and be given according to the directions on the original container unless accompanied by a written order from the child's physician. Non-prescription medication, including sunscreen and insect repellent, requires prior written family permission. Your child's teacher will keep a written log of use of the medication.

Asthma Inhalers and Epinephrine Auto-Injectors/Inhalers

A student may possess and use an asthma inhaler or epinephrine auto-injector or inhaler with written approval from the student's healthcare provider and consistent with Policy 5703. A minor student must also have written permission from the student's family. The required documentation must be submitted to the building administrator. If a student is authorized to self-possess or self-administer an asthma inhaler or epinephrine auto-injector or inhaler, the building administrator or designee will notify the student's teachers and other staff as appropriate.

Additionally, the school must maintain a written emergency care plan drafted by a physician in collaboration with the student's parent/guardian. The emergency care plan will contain specific instructions related to the student's needs. The physician and parent/guardian should update the emergency care plan as necessary to address any changes in the student's medical circumstances.

Parties

Classes may have seasonal or curriculum-related parties during the year. Students must follow all expectations and rules established by the teacher or other relevant staff during the party. Invitations for private parties and non-school sponsored events may not be distributed in the classroom.

Playground/Recess Rules

Students must follow these rules during recess or while using the playground:

Students who violate these rules may be disciplined.

Staff will supervise students when the students use the playground or recess area during the school day or as part of a school activity. At all other times and circumstances, the program does not provide supervision of its playgrounds, equipment, or surrounding areas.

Being physically active helps your preschooler learn healthy daily habits. Outdoor play and fresh air are important for the healthy growth of children. Preschoolers who participate in active play can get the physical activity they need to maintain a healthy weight, develop muscles and strong bones, and reduce their risk of developing some chronic diseases. GSRP is required by the State of Michigan to provide 30 minutes minimum of daily outside time. Your child's teacher will follow the program's policy when it comes to indoor vs. outdoor recess.

- Dress your child for the season's temperature.
- Label your child's clothing with first and last name.
- If your child is well enough to attend school, he/she will be expected to participate in all classroom activities, including outdoor time. (Per Licensing and MiLEAP)

Protection of Pupil Rights

The program respects the rights of parents/guardians and their children and has adopted a Protection of Pupil Rights policy as required by law. The policy is available on the program's website or upon request from the program's administrative office. Families may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the Superintendent. Families may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the Superintendent. A copy of the program's annual notice to families regarding the Protection of Pupil Rights Amendment is attached as Appendix C.

Rights of Custodial and Non-Custodial Parents

Unless a parent/guardian has provided the building administrator or designee with a court order that provides otherwise, program personnel will treat each parent/guardian, regardless of custody or visitation rights, the same as to accessing student records, meeting and conferring with program personnel, visiting a child at school, and transporting a child to or from school. program personnel are not responsible for enforcing visitation or parenting time orders.

Families, regardless of custodial status, will be provided information about conference times so families may attend a single conference. The program is not required to schedule separate conferences if both families have been previously informed of scheduled conference times.

If either or both parents/families' behavior is disruptive, staff may terminate a conference and reschedule it with appropriate modifications or expectations.

Search and Seizure

To maintain order and discipline in school and protect the safety and welfare of students and school personnel, school authorities may search a student or the student's personal effects (e.g., purse, book bag, athletic bag) as permitted by law and may seize any illegal, unauthorized, or contraband materials discovered in the search. As noted in "Locker Use," student lockers and desks are school property and remain at all times under the program's control. Student lockers and desks are subject to search at any time for any reason and without notice or consent.

School officials may use canines, metal detectors, wands, or other tools to conduct searches.

A student's failure to permit a search and seizure may be grounds for disciplinary action. A student's person and personal effects may be searched whenever a school official has reasonable suspicion to believe that the student possesses illegal or unauthorized materials. If a properly conducted search yields illegal or contraband materials, these items may be turned over to law enforcement.

Student Education Records

The program may collect, retain, use, and disclose student education records consistent with state and federal law. See Policy 5309 for an overview of the program's collection, retention, use, and disclosure of student records.

Families may inspect and review their minor child's education records, regardless of custody status, unless a court order specifies otherwise. An eligible student (i.e., a student who is 18 years or older or an emancipated minor) may also inspect and review their education records.

GSRP maintains confidentiality and does not reveal information regarding your child except as required by law or when there is a threat to the health and safety of individuals and families we serve.

Kent ISD GSRP may be selected to participate in data collection efforts based on programming. If selected, participants may need to make classrooms available, complete surveys, provide requested information like student's Unique Identification Code (UIC), Michigan Student Data System (MSDS), site documents, parent contacts, participate in webinars, phone calls, and meetings, securing, distributing appropriate parent consent forms and other relevant information. Data may be shared with your local program and Kent ISD for important academic and on-going decisions.

Kent ISD GSRP is required to work with the Michigan Department of Lifelong Education, Advancement, and Potential (MiLEAP) to measure the effect of the state wide Great Start Readiness Program (GSRP). Information is sometimes collected about GSRP staff, enrolled children, and their families. Program staff or a representative from MiLEAP might:

- Ask parents/guardians questions about their child and family.
- Observe children in the classroom.
- Measure what children know about letters, words, and numbers, etc.
- Ask teachers how children are learning and growing.

Information from you and about your child will not be shared with others in any way that you or your child could be identified. It is protected by law.

Questions? Please contact Kent ISD GSRP at 616-447-5679 or MiLEAP Office of Great Start, Early Childhood Education and Family Services, at MiLEAP-CCLB-Help@michigan.gov or 517-373-8483.

Right to Request Explanation or Interpretation

A parent/guardian or eligible student may request, in writing, an explanation or interpretation of a student's education records. School officials will respond to any reasonable request.

Right to Request Amendment of Education Records

A parent/guardian or eligible student may request that a student's education record be amended if the parent/guardian or eligible student believes the record is inaccurate, misleading, or otherwise in violation of the student's privacy rights as explained in Policy 5309.

Directory Information

The program designates the following information as directory information:

“Directory information” is the information contained in a student's education record that would not generally be considered harmful or an invasion of privacy if disclosed. The Board designates the following as directory information:

- A. student names, addresses, and telephone numbers;
- B. photographs, including photographs and videos depicting a student's participation in school-related activities and classes;
- C. date and place of birth;
- D. major field of study;

- E. grade level;
- F. enrollment status (e.g., full-time or part-time);
- G. dates of attendance (e.g., 2013-2017);
- H. degrees, honors, and awards received; and
- I. the most recent educational agency or institution attended.

The Board further designates program-assigned student email addresses as directory information for the limited purposes of: (1) facilitating the student's participation in and access to online learning platforms and applications; and (2) inclusion in internal school and program email address books.

School officials may disclose "directory information" without the prior written consent of a parent/guardian or eligible student unless the parent/guardian or eligible student specifically notifies the program that the parent/guardian or eligible student does not consent to the disclosure of the student's directory information for 1 or more of the uses for which the program would commonly disclose the information.

A Directory Information Opt Out Form is attached to this handbook as Appendix D. This form allows the parent/guardian or eligible student to elect not to have the student's directory information disclosed for 1 or more of the listed uses. Upon receipt of a completed Directory Information Opt Out Form, school officials may not release the student's directory information for any of the uses selected on the form.

Transportation Services

School Vehicle Rules

Riding in school vehicles is a privilege, not a right. Students must comply with the following rules and all school conduct rules and directives while riding in school vehicles. In addition, students must comply with the Student Code of Conduct while in school vehicles.

When in school vehicles, the following rules apply:

- Students must promptly comply with any directive given by the driver.
- Students must wait in a safe place for the vehicle to arrive, clear of traffic and away from where the vehicle stops.
- Students may not fight or engage in bullying, harassment, or horseplay while riding or waiting for school vehicles.
- Students must enter the vehicle without crowding or disturbing others and go directly to a seat.
- Students must remain seated and keep aisles and exits clear while the vehicle is moving.

- Students may not throw or pass objects on, from, or into vehicles.
- Students may not use profane language, obscene gestures, tobacco, alcohol, drugs, or any other controlled substance on the vehicles.
- Students may not carry weapons, look-a-like weapons, hazardous materials, nuisance items, or animals onto the vehicle.
- Students may converse in ordinary tones and volumes but may not be loud or boisterous and should avoid talking to the driver while the vehicle is moving. Students must be absolutely quiet when the vehicle approaches a railroad crossing and any time the driver calls for quiet.
- Students may not open windows without the driver's permission. Students may not dangle body parts or other items (e.g., legs, arms, backpacks) out of the windows.
- Students must secure any item(s) that could break or cause injury if tossed about the inside of the vehicle if the vehicle were involved in an accident.
- Students must respect the rights and safety of others at all times.
- Students must help keep the vehicle clean, sanitary, and orderly. Students must remove all personal items and trash upon exiting.
- Students may not vandalize or intentionally cause damage to the vehicle.
- Students may not leave or board the vehicle at locations other than the assigned stops at home or school unless approved prior to departure by the superintendent or designee.]

Video cameras may be placed on vehicles and buses to monitor student behavior on the vehicle/bus. Exceptions or modifications to these rules may be made as necessary to accommodate a student with a disability.

School Vehicle Misconduct Consequences

Students who violate the school vehicle rules will be referred to the building administrator for discipline. If students are riding a program/program bus that program/program rules will apply.

These consequences are not progressive and school officials have discretion to impose any listed consequence they deem appropriate in accordance with state and federal law and board policy.

Records of vehicle misconduct will be forwarded to the appropriate building administrator and will be maintained in the same manner as other student discipline records. Reports of serious misconduct may be reported to law enforcement.

Video Surveillance and Photographs

The program may monitor any program building, facility, property, bus, or vehicle with video recording equipment other than areas where a person has a legally recognized and reasonable expectation of privacy (e.g., restrooms and locker rooms). Except in those school areas, a person has no expectation of privacy.

The program may use video recordings for any lawful purpose, including student discipline, assisting law enforcement, or investigations.

Students may not make recordings: on school property; when on a vehicle owned, leased, or contracted by the program; or at a school-sponsored activity or athletic event unless otherwise authorized by Policies 5210 or 5805, applicable law, or a program employee.

Photos of children will sometimes be taken to display in the classroom. Legal guardians can choose whether they permit photos and/or videos to be taken of their child while joining in school activities to be used for publication in local newspapers, classroom newsletters, etc. You may specify whether or not you will allow photos and videos to be taken of your child on the Photo Release Form. It is a strict policy of Kent ISD GSRP that teachers will not post identifying photos or videos of children enrolled in our program to their personal social media accounts. Through permission using the Photo Release Form, however, teachers may post to closed groups of people on social media.

Section 2: Academics

To encourage students and families to stay apprised of student academic information, grades, attendance, and other information can be accessed through the teacher.

Progress Reports

Progress reports will be issued three times each year..

Upon placement, Family Futures will provide each family with a link to complete the ASQ-3 and ASQ-SE2 online. Family Futures will share ASQ-3 and ASQ-SE2 results with families and teachers. Teachers will review the results for each student and provide academic follow up as needed.

Teachers continue to document student progress through ongoing child assessments that are aligned to the curriculum. Teachers will share student progress with families at least three times per school year. When teachers share student progress, they will also discuss their goals for the

child, learn about your goals for your child and discuss strategies for helping to achieve the goals.

Placement

The program has the sole discretion to make promotion, retention, and placement decisions for its students, consistent with state and federal law. The program may consider parent/guardian requests that a student be placed in a particular classroom, building, educational program, or grade. The program's placement decision is final.

Children eligible for GSRP must be four years old on or before September 1st of the current school year. Children who turn four between September 2nd and December 1st of the current school year can apply with an age waiver with completed paperwork if slots are available after September 1st. Children must be identified as eligible for GSRP as designated by MiLEAP's eligibility requirements. Qualifying information is kept on file and remains confidential.

Students with Disabilities

Eligible students with disabilities under the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act are entitled to a free appropriate public education. The program will follow state and federal law and applicable rules and regulations in identifying, locating, evaluating, and educating students with disabilities.

A parent/guardian who believes their student is eligible for special education or accommodations due to a disability or suspected disability should contact the resident program special education office.

Section 3: Discipline and Code of Conduct

Behavior management is the combined responsibility of students, families, and other school staff. When children are given meaningful choices, understand adult expectations, and have helpful and caring supervision in an enriching environment; the need for discipline lessens.

A child's environment, daily routine, and an adults' approach during interactions have a direct impact on each child. In the event that there is a need for additional behavioral support, family meetings resulting in an individualized action plan may result in order to help a child be successful in the classroom. Part of GSRP is learning how to appropriately interact with others. Conflicts are a normal part of this process. Teachers in GSRP focus on teaching children how to

work through strong emotions and conflicts in order for children to learn how to solve problems on their own.

In GSRP classrooms, children are not excluded or expelled based on the need for medical or behavioral support, assistance with toileting or teacher attitudes and/or apprehensions per grant request. GSRP also follows all state daycare licensing guidelines in reference to discipline. In accordance with State of Michigan [Licensing Rules for Child Care Centers](#), positive methods of discipline that encourage self-control, self-esteem, and cooperation shall be used. All of the following are prohibited: hitting, spanking, shaking, biting, pinching, or inflicting other forms of corporal punishment. Other prohibited forms of punishment include; restricting a child's movement by binding or tying, inflicting mental or emotional punishment (such as humiliating, shaming, or threatening), depriving children of meals, snacks, rest or necessary toilet use, excluding a child from outdoor play and other gross motor activities, and excluding a child from daily learning experiences.

In addition to GSRP guidelines, [Michigan law](#) strictly limits the use of seclusion and physical restraint in schools, including all state-funded preschool programs (i.e. GSRP). Physical restraint may only be used in emergency situations when a child's behavior poses an imminent risk to their safety or the safety of others, and no less restrictive options are effective. Every incident involving restraint must be documented and reported immediately to the administration (i.e GSRP Supervisor) and the student's parent or guardian. A written report must be provided within 1 school day or 7 calendar days, whichever is sooner.

To teach and maintain appropriate behavioral expectations, GSRP teachers:

- implement the curriculum with fidelity to teach effective social emotional skills
- establish predictable daily routines
- set up developmentally appropriate expectations
- encourage children to do things for themselves throughout the day
- create quiet spaces where children can choose to be alone and calm down
- serve children through individualized purposeful teaching and individualized activities
- develop a plan for children who develop patterns of inappropriate behavior
- GSRP uses a specific conflict resolution process:
- treat conflict situations with children matter-of-factly
- approach children calmly and stop any hurtful actions
- acknowledge children's feelings
- involve children in identifying the problem by gathering information and restating the problem
- ask children for solutions and encourage them to choose one together
- give follow-up support when children act on their decision

Parent Code of Conduct:

We expect parents to observe a certain standard of conduct as a part of our school community. The following items are not acceptable while on our campus:

- Physical or verbal punishment of their own children or any other children
- Threatening, harassing or otherwise disrespecting staff, other parents, or children
- Swearing, cursing, or foul language
- Threatening or obscene gestures
- Quarreling with other parents or staff
- Making disparaging comments regarding the school to staff, parents, or anyone other than Administration (including outside of school)
- Using contact information of GSRP families for commercial or any other improper purpose

Not following policies designated to protect the safety and security of everyone at the school Any violation of this policy will result in the immediate withdrawal of the family.

Section 4: Program Specific Rules and Procedures

GSRP Placement

To secure enrollment and placement in a Kent ISD GSRP classroom, each family must meet the enrollment requirements and return all completed forms. GSRP never requires an enrollment fee.

- Copy of Birth Certificate/Government Document: Stating the child's age
- Immunization Record or Waiver: Documenting a minimum of 1 dose of each immunizing agent specified by the Department of Community Health; or a waiver if your child is not immunized for religious or other reasons that only parents can obtain by scheduling an appointment with the county Health Department.
- Income Verification: Income of those adults supporting the child for the last 12 months. Documentation may include: income tax form, W-2, year to date pay stub, unemployment documents, a written statement from employer, proof of receipt of public assistance/food stamps/WIC/childcare assistance, SSI proof of receipt, child support, alimony, or pensions.
- Proof of Residency: Driver's license, current utility bill, rent receipt, tax bill or land contract (If you are currently homeless, provide a letter from the shelter or homeowner where you are living.)

Additional Documents (if applicable):

- Individualized Education Plan- IEP: Used only when a Special Education plan is in place as a GSRP qualifier. Prior to attending school, additional forms must be completed and submitted
- Health Appraisal: Form that families take to the doctor's office showing that a physical was performed within the preceding year, SIGNED by a licensed physician (or his/her designee)

with restrictions noted. Physical due within 30 days of initial classroom attendance (Per Licensing Regulation).

- Medication Permission and Instructions: Used when a child has an allergy or medical action plan
- Child Information Record: Must be filled out and signed by parent/guardian with current and complete information, including phone numbers of ALL individuals authorized to pick up your child and permission to seek emergency medical care. [Due at the time of initial classroom attendance].
- Volunteer Background Check Acknowledgement Form
- Kent ISD GSRP Volunteer Abuse/Neglect Statement: Required for all who regularly enter preschool buildings including daily child drop-off & pick-up.
- Permission to Photograph/Videotape Form
- Application for Free and Reduced-Price School Meals
- Food/Medical Allergy Form: Emergency allergy information provided so that it can be posted large enough to be visible to all adults in the classroom. Some programs have required allergy forms that are available in the school office.
- Written Information Packet Documentation Form: Confirmation of Family Handbook and Licensing Notebook information was received.

Curriculum

Kent ISD GSRP uses Connect4Learning in all classrooms. This research-led curriculum aligns with Michigan's Early Childhood Standards for Quality for Prekindergarten (ECSQ-PK). Children's progress is reported in the areas of social emotional development, math, and literacy.

Rest Time

Per licensing, teachers must provide a quiet space and rest materials for children who attend full day programming. GSRP rest time lasts 45 minutes. Quiet activities will be provided for children who do not wish to sleep during rest time. Consider providing a reasonably small size blanket for your child to use while they rest. Labeling personal items with a first and last name is a great way to ensure to get them back.

Children will help with setting up and cleaning up to promote independence. Mats/cots will be sanitized following licensing guidance. Your child's teacher will let you know more information about bedding and a washing schedule.

Toileting

If a student is not fully toilet trained, a two-way plan will be made between the classroom teachers and the child's parents/guardians. If your child is not yet fully potty-trained, please notify the child's teachers before the first day of school.

Toys From Home

Contact your child's teacher if you have questions about bringing toys or comfort items from home to school, as well as the procedure for storing them.

Communication

Your child's teachers will have frequent and informal interactions with you to strengthen the partnership between home and school. Aside from checking in with you at arrival or pick-up, teachers will also provide you with specified communication methods. Staff will contact families using the information provided on your Child Information Record. Please inform teachers of any changes (address, phone numbers, emergency and pick up contacts) on the Child Information Record in writing and initial the updates throughout the school year. Families, caregivers, and teachers are always expected to handle themselves in a professional and respectful manner.

Translators are available to aid in the communication between teachers and families whose primary language is not English. Teachers are responsible for securing these translators.

Family Involvement

We want our GSRP students to be successful! Studies have shown that children who are successful in school have strong and positive interconnections between family, school, and community. Please consider becoming involved in the following ways, and if you have any questions, contact your child's teacher or the GSRP Office at 616-447-5679.

Volunteering in the Classroom

- Caregivers or guardians are always welcome in the classroom, given that they have been cleared by the program's Volunteer Background Check Form and the Reporting Abuse/Neglect Form in advance of the visit. Volunteers may wish to bring an activity for the children, read a story, share a talent, or participate in activities underway, or attend a field trip. Please coordinate any special activities in advance with the staff. Contact your child's teacher about participating in classroom activities.

Great Start Collaborative Advisory Board Meetings

- The Great Start Collaborative Advisory Board is an opportunity for families to work together with local professionals to help ensure all children have a great start in being ready for kindergarten. Meeting dates can be found on the school calendar.

Conferences

Family/Teacher conferences are scheduled in both the fall and spring. A scheduled conference allows for more confidentiality and detail than daily conversations permit. Conferences are planned to last a minimum of 30 minutes. During the conference, teachers will share child progress data across developmental areas, set goals for continuous progress, and assist with any additional support which may be necessary. A parent/guardian or teacher may request additional conferences.

Home Visits

Teaching teams will coordinate two home visits during the school year as part of the GSRP requirements. The first visit will take place at the beginning of the school year and another visit will be in the spring. Home visits will be planned for 45 minutes. During home visits teachers and families discuss and complete required paperwork, discuss parent involvement and various opportunities, discuss goals you have for your child for the year and discuss family interests and needs. The first home visit is an opportunity for the teacher to get to know each child before the first day, allow the child to feel more comfortable around the teacher, and for families to ask any questions they might have about GSRP. The second home visit will be scheduled at the end of the year and teachers will give many resources for extending learning opportunities throughout the summer.

Referrals

Staff will provide families with information about services for food, housing, childcare, behavior support, etc. Referrals for children that may have special needs will always be discussed with the family first. Whether the program staff or the family is bringing the concern, the process of referral will be explained. Staff will develop a plan and try many strategies and concerns will be documented. If needed, an observation will be requested. Staff may do additional screenings and evaluations, have meetings with families and report results and make plans for future action. Referral procedures to meet child and family needs are always kept confidential.

Teacher Credentials

All GSRP lead teachers and associate teachers are highly qualified and meet qualification requirements set forth by the State of Michigan.

Lead Teachers must have one of the following qualifications:

- A valid Michigan teaching certificate and an Early Childhood Education (ZA) or Early Childhood General and Special Education (ZS) endorsement
- A bachelor's degree in early childhood education or child development with a specialization in preschool teaching. The transcript will document a major, rather than a minor, in child development or early childhood education.
- Documented Compliance Plan

Associate or Assistant Teachers must have one of the following qualifications:

- Associate's degree (AA) in early childhood education or child development or the equivalent
- A valid classroom CDA credential
- 120-hour approval (in 2012)
- Documented Compliance Plan

Program Evaluation

Each classroom may be rated using the CLASS Assessment tool to provide feedback on areas of strengths and areas for improvement. Results will be used to plan staff trainings, change management practices and seek added resources. Each classroom teaching team will be observed and given feedback by an evaluator.

Feedback from the observation will be used to discuss strengths and improve the quality of the program. GSRP also uses a self-assessment and receives a score from the Great Start to Quality program. A level of quality is awarded to the center and is available for viewing on the Great Start Connect website: www.greatstartforkids.org.

Safety and Emergency Policies

Procedures and evacuation plan for severe situations are posted in each classroom and include detailed instructions for specific emergency procedures. Per licensing, phone numbers for emergency personnel and the building address are posted in each classroom.

Building Evacuation Plan

In the event of a building evacuation, a relocation site has been predetermined to ensure that all children and adults are effectively and safely moved to an alternate clean and secure site. Children with special needs will be accommodated in accordance with the special health care plans on file. For questions, please refer to your location's Building Evacuation Plan.

Lockdown Procedure

Lockdown procedures have been created to ensure the safety of all children and adults in the building. Children with special needs will be accommodated in accordance with their special health care plan on file. The severity of the threat will define how lockdown procedures are enforced. In a 'Lockdown Code', family members will not have access to the building until law enforcement has issued an 'all clear'. For questions, please refer to your site's Lockdown Procedure.

Hazardous Exposure Policy

A plan for responding to a situation of hazardous exposure has been put in place to ensure the safety of all children and adults in the building. Children with special needs will be accommodated in accordance with the special health care plans on file. In this situation, family members will not have access to the building until law enforcement has issued an 'all clear'.

Pest Management

Per licensing regulations, liquid spray or aerosol insecticide applications will not be performed in any classroom unless the room will be unoccupied for at least 4 hours or longer if required by the pesticide label use directions. Families will be notified in advance of pesticide use through these two methods; letters sent home with students and notices posted at the center entrance and on Family Information Boards.

Pick Up After a School Emergency

In the event of an all school or site-wide emergency, program or site protocol will be followed, including how families will be contacted. Once law enforcement has determined that an emergency has been resolved, family members will be contacted. Next, adults will be provided details on how, when, and where to pick up their child.

Withdrawal

If you wish to withdraw your child from the program, please tell your child's teacher at least one week prior to your child's last date in attendance. Kent ISD requests a forwarding address or school contact if the child will be enrolled in another school program.

Appendix A: Title IX Sexual Harassment

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:

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 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.

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 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.

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

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.

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.

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

These materials were developed under a grant awarded by the Michigan Department of Lifelong Education, Achievement, and Potential.

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 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

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 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.

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
 - 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.

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.

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.

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
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.

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

Cesar E. Chavez Memorial Building

1244 Speer Boulevard, Suite 310

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: August 15, 2022

Date revised: August 19, 2024

Date revised: February 17, 2025

Date Revised: August 18, 2025

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, 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
- 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: August 15, 2022

Date revised: August 19, 2024

Date Revised: February 17, 2025

Date Revised: August 18, 2025

Appendix B: Anti-Bullying

5207 Anti-Bullying Policy

All types of bullying, including cyberbullying, without regard to subject matter or motivating animus, are prohibited.

- Prohibited Conduct

- Bullying, including cyberbullying, by a student at school is prohibited. Bullying is any written, verbal, or physical act, or electronic communication that is intended to or that a reasonable person would know is likely to harm one or more students directly or indirectly by doing any of the following:
 - substantially interfering with a student's educational opportunities, benefits, or programs;
 - adversely affecting a student's ability to participate in or benefit from the program's educational programs or activities by placing the student in reasonable fear of physical harm or by causing substantial emotional distress;
 - having an actual and substantial detrimental effect on a student's physical or mental health; or
 - causing substantial disruption in, or substantial interference with, the program's orderly operations.
- Retaliation or false accusations against the target of bullying, anyone reporting bullying, a witness, or another person with reliable information about an act of bullying, are prohibited.

- Reporting an Incident

If a student, staff member, or other person suspects there has been a bullying incident, the person must promptly report the incident to the building administrator or designee, or to the Responsible School Official(s), as defined below.

A report may be made in person, by telephone, or in writing (including electronic transmissions). If a bullying incident is reported to a staff member who is not the building administrator, designee, or a Responsible School Official, the staff member must promptly report the incident to the building administrator, designee, or a Responsible School Official.

To encourage reporting of suspected bullying or related activities, each building administrator, after consulting the Responsible School Official(s), will create, publicize, and implement a system for anonymous reports. The system must emphasize that the program's ability to investigate anonymous reports may be limited.

Complaints that the building administrator has bullied a student must be reported to the Superintendent. Complaints that the Superintendent has bullied a student must be reported to the Board President.

- Investigation

All bullying complaints will be promptly investigated. The building administrator or designee will conduct the investigation, unless the building administrator or Superintendent is the subject of the investigation. If the building administrator is the subject of the investigation, the Superintendent or designee will conduct the investigation. If the Superintendent is the subject of the investigation, the Board President will designate a neutral party to conduct the investigation.

A description of each reported incident, along with all investigation materials and conclusions reached, will be documented and retained.

- Notice to Parent/Guardian

If the investigator determines that a bullying incident has occurred, the program will promptly notify the victim's and perpetrator's parent/guardian in writing.

- Annual Reports

At least annually, the building administrator or designee, or the Responsible School Official, must report all verified bullying incidents and the resulting consequences, including any disciplinary action or referrals, to the Board.

The program will annually report incidents of bullying to MDE in the form and manner prescribed by MDE.

- Responsible School Official

The Superintendent is the "Responsible School Official" for this Policy and is responsible for ensuring that this Policy is properly implemented. This appointment does not reduce or eliminate the duties and responsibilities of the building administrator or designee as described in this Policy.

- Posting/Publication of Policy

The Superintendent or designee will ensure that this Policy is available on the program's website and incorporated into student handbooks and other relevant school publications.

The Superintendent or designee will submit this Policy to the MDE within 30 days after its adoption.

- Definitions

- "At school" means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether it is held on school premises. "At school" also includes any conduct using a telecommunications access device or telecommunications service provider that occurs off school premises if the device or provider is owned by or under the control of the program.
- "Telecommunications access device" means any of the following:
 - any instrument, device, card, plate, code, telephone number, account number, personal identification number, electronic serial number, mobile identification

number, counterfeit number, or financial transaction device defined in MCL 750.157m (e.g., an electronic funds transfer card, a credit card, a debit card, a point-of-sale card, or any other instrument or means of access to a credit, deposit, or proprietary account) that alone or with another device can acquire, transmit, intercept, provide, receive, use, or otherwise facilitate the use, acquisition, interception, provision, reception, and transmission of any telecommunications service; or

- any type of instrument, device, machine, equipment, technology, or software that facilitates telecommunications or which is capable of transmitting, acquiring, intercepting, decrypting, or receiving any telephonic, electronic, data, internet access, audio, video, microwave, or radio transmissions, signals, telecommunications, or services, including the receipt, acquisition, interception, transmission, retransmission, or decryption of all telecommunications, transmissions, signals, or services provided by or through any cable television, fiber optic, telephone, satellite, microwave, data transmission, radio, internet based or wireless distribution network, system, or facility, or any part, accessory, or component, including any computer circuit, security module, smart card, software, computer chip, pager, cellular telephone, personal communications device, transponder, receiver, modem, electronic mechanism or other component, accessory, or part of any other device that is capable of facilitating the interception, transmission, retransmission, decryption, acquisition, or reception of any telecommunications, transmissions, signals, or services.
- “Telecommunications service provider” means any of the following:
 - a person or entity providing a telecommunications service, whether directly or indirectly as a reseller, including, but not limited to, a cellular, paging, or other wireless communications company or other person or entity which, for a fee, supplies the facility, cell site, mobile telephone switching office, or other equipment or telecommunications service;
 - a person or entity owning or operating any fiber optic, cable television, satellite, internet based, telephone, wireless, microwave, data transmission, or radio distribution system, network, or facility; or
 - a person or entity providing any telecommunications service directly or indirectly by or through any distribution systems, networks, or facilities.

Legal authority: MCL 380.1310b; MCL 750.157m, 750.219a

Date adopted: August 2022

Appendix C: Protection of Pupil Rights

5308 Protection of Pupil Rights

- Surveys, Analyses, and Evaluations

Families/guardians may inspect any survey created by a third party before that survey is administered or distributed to their student. All survey inspection requests must be made in writing to the building administrator before the survey's scheduled administration date.

The program must obtain written consent from a student's parent/guardian before the student is required to participate in a survey, analysis, or evaluation funded, in whole or in part, by the U.S. Department of Education that would reveal sensitive information. For all other surveys, analyses, or evaluations that would reveal sensitive information about a student, the program will provide prior notice to the student's parent/guardian and an opportunity for the parent/guardian to opt their student out.

Employees may not request or disclose the identity of a student who completes a survey, evaluation, or analysis containing sensitive information.

"Sensitive information" includes:

- political affiliations or beliefs of the student or the student's parent/guardian; • mental or psychological problems of the student or the student's family;
 - sexual behavior or attitudes;
 - illegal, anti-social, self-incriminating, or demeaning behavior;
 - critical appraisals of other persons with whom the student has close family relationships;
 - legally recognized privileges or analogous relationships, such as those with lawyers, physicians, and ministers;
 - religious practices, affiliations, or beliefs of the student or the student's parent/guardian; or
 - income (other than that required by law to determine eligibility for participating in a program or for receiving financial assistance under that program).
- Invasive Physical Examinations
- Families/guardians may refuse to allow their students to participate in any non-emergency, invasive physical examination or screening that is: (1) required as a condition of attendance, (2) administered and scheduled by the program, and (3) not necessary to protect the immediate health and safety of a student.

"Invasive physical examination" means:

- any medical examination that involves the exposure of private body parts; or
- any act during an examination that includes incision, insertion, or injection into the body that does not include a hearing, vision, or scoliosis screening.

- Collection of Student Personal Information for Marketing

No employee will administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or selling that information.

“Personal information” means individually identifiable information that includes:

- student’s and families’/guardians’ first and last name;
- home or other physical address;
- telephone number; or
- Social Security Number.

This Policy Does not apply to the collection, disclosure, or use of personal information for the purpose of providing educational services to students, such as:

- post-secondary education recruitment;
- military recruitment;
- tests and assessments to provide cognitive, evaluative, diagnostic, or achievement information about students; or
- student recognition programs.

- Inspection of Instructional Material

Families/guardians may inspect instructional material consistent with Policy 5401.

- Notification of Rights and Procedures

The Superintendent or designee will notify families/guardians of:

- this Policy and its availability upon request;
- how to opt their child out of participation in activities as provided for in this Policy;
- the approximate date(s) when a survey, evaluation, or analysis that would reveal sensitive information is scheduled or expected to be scheduled;
- the approximate date(s) when the program or its agents intend to administer a non-emergency, invasive physical examination or screening required as a condition of attendance (except for hearing, vision, or scoliosis screenings); and
- how to inspect any survey or other material described in this Policy.

This notification will be given to Families/guardians at least annually at the beginning of the school year and within a reasonable period after any substantive change to this Policy.

Families/guardians who believe their rights have been violated may file a complaint with:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

Legal authority: 20 USC 1232h

Date adopted: August 15, 2022

Appendix D: Directory Opt Out Form

[Insert Form 5309-F-2 Directory Information and Opt Out Form here]

BOARD AGENDA ITEM

Information/Discussion _____

Future Action _____

Action _____

Item: Approval of Secondary Programs Qualifying PD Advisory Committee

Submitted by: Tiffany Duncil

Date: 7/16/25

Recommended by: Sue Gardner

SG.

Board Meeting Date: 8/18/25

RECOMMENDATION:

It is recommended that the board approve the appointment of the following individuals to a Kent ISD Qualifying Professional Development Advisory Committee for Kent ISD Secondary Programs.

Secondary Programs Committee:

- Ben Bell – Blended Learning Instructor, MySchool@Kent
- Tiffany Duncil – Parent Representative
- Joanne Fedewa – Special Education Teacher Consultant, KCTC
- Pete Gonzalez – Support Staff, KCTC
- Ron Houtman – Director of Strategic Planning & Organizational Initiatives, Kent ISD
- Joe Phillips – Instructor, KCTC
- Debra Rajaratne – Instructor, KCTC
- Andrea Reynolds – Career Development Facilitator, KCTC
- Deborah VanDyke – Counselor, MySchool@Kent
- Toni Verburg – Parent Representative
- Todd Bowmar – Blended Learning Instructor, MySchool@Kent
- Craig Weigel – Principal, MySchool@Kent & Launch U

BACKGROUND:

Section 101(10) of the State School Aid Act (MCL 388.1701(10)) allows local education agencies to count up to 38 hours of professional development for teachers as hours/days of pupil instruction if all requirements are satisfied (see below). Professional development of any length may count as instructional hours as long as it exceeds 5 hours in a single day per subsection 10(a). Currently, our Kent ISD Secondary Programs school calendar allows for 3 such days of professional development during the school year to be counted as instructional time.

There is no application process to use professional development as instructional hours/days. However, the district must maintain documentation that all legal requirements have been met. Below, please find a list of the requirements:

- **A district-wide professional development advisory committee appointed by the district board recommends at least 8 hours of the professional development.** The advisory committee composed of teachers employed by the district who represent a

variety of grades and subject matter specializations, including special education; nonteaching staff; parents; and administrators. The majority membership of the committee shall be composed of teaching staff.

- The professional development hours are used to offset instructional time for pupils whose teachers were scheduled to participate in the professional development.
- At least 75% of teachers scheduled to participate in the professional development are in attendance.
- The professional development is aligned to the school or district improvement plan for the school or district in which the professional development is being provided.
- The professional development is linked to 1 or more criteria in the evaluation tool developed or adopted by the district or intermediate district under Section 1249 of the Revised School Code, MCL 380.1249.
- The department has approved the professional development and confirmed it may be counted for state continuing education clock hours (SCECHs).
- Not more than a combined total of 10 days of the professional development takes place before the first scheduled day and last scheduled day of school for that school year.
- No more than 10 hours of qualifying professional development takes place in a single month.

BOARD AGENDA ITEM

Information/Discussion _____

Future Action _____

Action x

Item: Diesel Program Transparent Hydraulic Trainers

Submitted by: Russell Bray

Date: 8/7/25

Recommended by: Kevin Philipps *KP*

Board Meeting Date: 8/18/25

RECOMMENDATION:

It is recommended that the Kent ISD School Board approve the purchase of (13) Transparent Hydraulic Trainers from TII Technical Education Systems for the KCTC Diesel program in the amount of \$35,635.00. TII Technical Education Systems was the only company to respond to the Request for Proposal which included a bid opening this week.

BACKGROUND:

To facilitate more student learning, our Diesel program requires replacement Transparent Hydraulic Trainers. Kent ISD students will use these trainers to learn functions related to industry needs and training requirements to satisfy certifications in most cases. Capital Outlay funds will be used for this purchase.

BOARD AGENDA ITEM

Information/Discussion _____
Future Action _____
Action x

Item: Health Careers ECG Machines

Submitted by: Russell Bray

Date: 8/8/25

Recommended by: Kevin Philipps *KP*

Board Meeting Date: 8/18/25

RECOMMENDATION:

It is recommended that the Kent ISD School Board approve the purchase of twelve (12) Edan USA SE-1200 Express ECG Machines from DiaMedical USA for the KCTC Health Careers program in the amount of \$32,547.00, which reflects the current quote which expires October 5, 2025.

BACKGROUND:

Staff has requested this new equipment to further the students' skill development in the health careers field.

The quote from DiaMedical USA is using the TIPS Contract #230301, 210102, 230804 pricing and conforms with our bid specifications and cost estimates. Capital Outlay funds will be used for this project.

BOARD AGENDA ITEM

Information/Discussion _____
Future Action _____
Action x

Item: Diesel Program Vehicle Exhaust Hose Reels

Submitted by: Russell Bray

Date: 8/7/25

Recommended by: Kevin Philipps *VP*

Board Meeting Date: 8/18/25

RECOMMENDATION:

It is recommended that the Kent ISD School Board approve the purchase of (8) Vehicle Exhaust Reels & Hoses from Hastings Air Energy Control for the KCTC Diesel program in the amount of \$31,179.00.

<u>Contractor</u>	<u>Bid Amt</u>
Hastings Air Energy Control	\$31,179.00
Air Cleaning Specialists	\$39,296.49
MagneGrip	\$46,486.00
MagneGrip	\$52,558.00

BACKGROUND:

The Diesel program requires updated vehicle exhaust reels & hoses. Kent ISD students will use this system to learn functions related to industry needs and training requirements to satisfy certifications in most cases. Capital Outlay funds will be used for this purchase.

BOARD AGENDA ITEM

Information/Discussion: _____

Future Action: _____

Action: X

Item: Smart Net Renewal

Submitted by: Tim Lillis

Recommended by: Glen Finkel

Date: 8.11.2025

Board Meeting Date: 8.18.2025

RECOMMENDATION:

It is recommended that the Kent ISD School Board approve the annual renewal of the Cisco Smart Net support contract for network switches and routers, to be purchased through People Driven Technology, in the amount of \$48,665.22.

BACKGROUND:

Cisco Smart Net is the support and maintenance contract for the Cisco network infrastructure that powers our wide area network and connects Kent ISD to its constituent districts. This agreement provides 24/7 coverage and next-business-day hardware replacement.

BOARD AGENDA ITEM

Information/Discussion _____
Future Action _____
Action x

Item: PowerSchool Purchase for MiPSE

Submitted by: Kirsten Myers

Date: August 11, 2025

Recommended by: Kevin Philipps *KP*

Board Meeting Date: August 18, 2025

RECOMMENDATION:

The purchase of PowerSchool Licenses for MiPSE (Michigan Powerschool Special Education) in the amount of \$351,081.30 for 2025-2026, and locking in a 3.5% increase per year for five years with an estimated total of \$1,882,661.48 (subject to increase should additional partners be added).

Also purchase as a one-time cost of \$55,492 the Regional Controller Model allowing for privacy protections across all of our partner schools.

BACKGROUND:

Kent ISD uses PowerSchool software as the base for our Special Education software product called MiPSE. We offer MiPSE for all Kent ISD schools for use for their special education documents. Annually we renew this agreement, and this year we have a renewal that includes a 3.5% cost increase from PowerSchool.

We contract out to other partner ISDs and charter schools to use MiPSE for their own districts. For the current school year we have agreements with Muskegon, Ottawa, Ingham, Montcalm, Eaton, Mecosta-Osceola, Newaygo, Char-Em ISDs, as well as National Heritage Academies, Choice Schools, and Michigan Virtual Charter Academy. Combined all of the schools using MiPSE represent over 20% of the student population in Michigan.

Our annual billing back to partner schools in July 2025 totaled \$676,837.19. This covers the cost of the PowerSchool licenses for these schools, as well as helping cover the costs of staffing required at Kent ISD to maintain MiPSE.

The Regional Controller Model addition to the product is a one-time fee to set up a new method to partition each partner ISD into their own database. As our group of partner schools grows this will allow for added privacy protections for student files as they will not be visible outside of the students own ISD. This also will allow each partner ISD to set their own security groups for staff within their ISD.

The account number to be used: 22-1-284-3450-000-00000-2300-



Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
 150 Parkshore Dr.
 Folsom CA 95630

Quote #: Q-181032-2

Prepared By: Rachel Chambers	Customer Contact: Mark Higgins
Customer Name: Kent Intermediate School District	Title: Special Education Finance & Transportation Supervisor
	Address: 2930 Knapp St. NE
	City: Grand Rapids
Contract Term: 59 Months	State/Province: Michigan
Billing Frequency: Annually	Zip Code: 49525
Start Date: August 17, 2025	Phone #: (616) 365-2257
End Date: August 16, 2030	Pricing Vehicle Contract #:
Payment Terms: Net 30	
Pricing Vehicle:	

Contract Term : August 17, 2025 to August 16, 2030

Quote Summary

License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: August 17, 2025 to August 16, 2026	USD 351,081.30	USD 351,081.30
Subscription Period 2: August 17, 2026 to August 16, 2027	USD 363,369.13	USD 363,369.13
Subscription Period 3: August 17, 2027 to August 16, 2028	USD 376,087.08	USD 376,087.08
Subscription Period 4: August 17, 2028 to August 16, 2029	USD 389,250.09	USD 389,250.09
Subscription Period 5: August 17, 2029 to August 16, 2030	USD 402,873.88	USD 402,873.88
Total Contract : August 17, 2025 to August 16, 2030	USD 1,882,661.48	USD 1,882,661.48

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Price
Powerschool Special Programs SECM SaaS Choice Schools	422.00	Students	USD 2,559.47
PS Special Education Service Plan Annual Fee Choice Schools	23.00	Students	USD 35.95
PowerSchool Special Programs Service Capture SaaS Choice Schools	445.00	Students	USD 327.01
PowerSchool Special Programs Service Capture SaaS Eaton RESA	2,888.00	Students	USD 2,122.25
PS Special Education Service Plan Annual Fee Eaton RESA	419.00	Students	USD 654.83
PS Special Education Early On Annual Fee Eaton RESA	261.00	Students	USD 1,582.99
Powerschool Special Programs SECM SaaS Eaton RESA	2,208.00	Students	USD 13,391.74



PowerSchool Group LLC
 150 Parkshore Dr.
 Folsom CA 95630

Quote #: Q-149970-3
Quote Expiration Date: 30-JUN-2025

Sales Quote - This Is Not An Invoice

Prepared By: Melissa Hennig
Customer Name: Kent Intermediate School District
Enrollment: 283,364
Contract Term: 62 Months
Start Date: June 9, 2025
End Date: August 16, 2030
Payment Terms: Net 30

Customer Contact:
Title:
Address: 2930 Knapp St. NE
City: Grand Rapids
State/Province: Michigan
Zip Code: 49525
Phone #:
Pricing Vehicle Contract #:

Contract Term : June 9, 2025 to August 16, 2030

Quote Summary

License and Subscription Period(s)	Software	Implementation/Training	Total
Subscription Period 1: June 9, 2025 to August 16, 2026	USD 0	USD 55,492	USD 55,492
Subscription Period 2: August 17, 2026 to August 16, 2027	USD 0	USD 0	USD 0
Subscription Period 3: August 17, 2027 to August 16, 2028	USD 0	USD 0	USD 0
Subscription Period 4: August 17, 2028 to August 16, 2029	USD 0	USD 0	USD 0
Subscription Period 5: August 17, 2029 to August 16, 2030	USD 0	USD 0	USD 0
Total Contract : June 9, 2025 to August 16, 2030	USD 0	USD 55,492	USD 55,492

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Price
Special Programs State/Regional On Prem	283,364.00	Students	USD 0.00
Subscription Period 1 License and Subscription Fees TOTAL:			USD 0.00

Subscription Period 2 License and Subscription Fees

Product Description	Quantity	Unit	Price
Special Programs State/Regional On Prem	283,364.00	Students	USD 0.00
Subscription Period 2 License and Subscription Fees TOTAL:			USD 0.00

BOARD AGENDA ITEM

Information/Discussion _____
Future Action _____
Action X

Item: Annual Policy Service Updates

Submitted by: Dave Rodgers, Asst. Superintendent of Human Resources

Date: 7-8-25

Recommended by: Dave Rodgers

Board Meeting Date: 8-18-25

RECOMMENDATION:

Kent ISD utilizes Thrun Law for Board policy services. Each summer, Thrun releases a variety of modifications and recommended updates based on changes in the law or other relevant developments. It is recommended that the Board adopt the changes as detailed.

BACKGROUND:

This year's policy updates are overall less extensive in volume compared to the 2024 updates. Once again, the changes are relatively minor in scope, but certainly important. In most cases, the revisions stem from legislated changes that occurred in the past year and/or changes in MDE manuals.

The packet includes the clean and mark-up versions so you are able to see what edits have been recommended and embedded within in the clean versions.

If you have any questions, please feel free to contact me directly.

Thrun Policy Update Guide

*Guide for Adopting the
Annual Thrun Policy Update
June 11, 2025*



THRUN
LAW FIRM, P.C.
POLICY SERVICE

Policy Update Summary
Annual Thrun Policy Update – June 2025

ISD Board Policy Manual	
Policy / Form	Revision(s)
2000 Series	
2504 Public Participation at Board Meetings	Clarified that First Amendment rights inure to individuals.
3000 Series	
3110 Data Breach Response	<ul style="list-style-type: none"> • Added reference to instances in which the District is notified from a third-party who maintains a database that a data breach occurred as in MCL 445.72(2). • Included language from subsection (8), which requires notice to each consumer reporting agency of the breach. This is only required if 1,000 residents or more are affected, and if the person/agency is not subject to 15 USC 6801 to 6809 (e.g., financial institutions).
3115 Non-Discrimination, Anti-Harassment, and Non-Retaliation	Updated the language stating “sex (including pregnancy, gender identity, or sexual orientation)” to “sex, sexual orientation, gender identity or expression, pregnancy” to reflect changes to Title IX regulations and ensure consistency with state law.
3115A Definitions for 3115 Series	
3115-F-1 Discrimination, Harassment, and Retaliation Complaint Form	Updated address for the Office for Civil Rights.
3118 Title IX Sexual Harassment	<ul style="list-style-type: none"> • Added language to clarify that 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. • Updated address for the Office for Civil Rights.
3118-F-1 Title IX Sexual Harassment Formal Complaint Form	Updated address for the Office for Civil Rights.
3121 Public School Academy Authorization	New optional policy addressing the authorization of public school academies. This policy should only be adopted if your District currently authorizes a public school academy or intends to authorize a public school academy within this academic year.
3201A Financial Management for Federal Awards	Added sections to this optional policy to address capital asset accounting and the disposal of federally funded equipment.

Policy Update Summary

Annual Thrun Policy Update – June 2025

3211 Post-Issuance Tax Compliance	Added language to clarify that the District is not required to provide training for the Debt Compliance Officer, but may do so at the discretion of the Superintendent.
3212 Post-Issuance Disclosure Compliance	Clarified that this definition of “financial obligation” only applies to subsection C.2.b of this policy.
3301 Purchasing and Procurement	Removed language that prohibited Michigan-based business preferences when using federal funds.
3301A Purchasing and Procurement with Federal Funds	<ul style="list-style-type: none"> • Added language to clarify that the federal regulation is incorporated by reference. • Added small businesses and veteran-owned businesses to the list of businesses that the District will take affirmative steps to assure are included in bidding opportunities.
3307 Construction Administration	Updated legal citation.
3402 Drills, Plans, and Reports	Removed references to the deadlines to develop the Cardiac Emergency Response Plan and the Drinking Water Management Plan.
3407 Asbestos Management	Added section addressing asbestos abatement contractors.
3408 Firearms and Weapons	<ul style="list-style-type: none"> • Added a “notices” section to comply with new student safety legislation. By Oct 1, 2025, all public schools are required to provide parents and guardians with the Michigan Department of Health and Human Services’ notice regarding best practices for the safe storage of firearms. Additionally, by the same date, the district must publish the notice to its webpage. • Other student safety laws will go into effect during the fall of the 2026-2027 school year and additional updates will be required ahead of that time.
4000 Series	
4101 Non-Discrimination	Replaced reference to Michigan Paid Medical Leave Act with Earned Sick Time Act, and added legal authority for the latter.
4103 Whistleblowers Protection	Added reference to Policy 3115B (identifies Employment Compliance Officer(s)).
4105B Religious Workplace Accommodations for Employees and Applicants	Added optional language that would require the use of the interactive process form (See Form 4105B-F in the Administrative Guidelines and Forms). This optional language reflects recent caselaw on providing religious accommodations under the First Amendment.

Policy Update Summary
Annual Thrun Policy Update – June 2025

4106 Family and Medical Leave Act	Replaced reference to Michigan Paid Medical Leave Act with Earned Sick Time Act regarding substitution of paid leave.
4403 Performance Evaluation	Removed A.3.b. “teachers rated minimally effective or ineffective during the 2023-24 school year;” to reflect changes to evaluation ratings beginning the 2024-25 school year.
4407 Discipline	Added sections to address extracurricular positions, including athletic coaches.
4408 Termination	
4409 Non-Renewal	Adjusted probationary period language.
5000 Series	
5104 Age of Majority	Added language clarifying student rights.
5202 Unlawful Discrimination, Harassment, and Retaliation Against Students	Updated address for the Office for Civil Rights.
5401 Parent Involvement in Education	<ul style="list-style-type: none"> • Added reference to Parent and Family Engagement Policy. • Added requirement for this policy to be included in the Student Handbook.
5405 Title I Parent and Family Engagement	<ul style="list-style-type: none"> • Added note to indicate that if the Board adopts this policy, it must be reviewed annually, and parents must be given an opportunity to provide input. • Added sections to address parent and family engagement, district obligations, and implementation.
5406 Title I Funds	Added language to indicate that this policy includes Perkins V funding to comply with federal requirement.
5411 Student Promotion, Retention, and Placement	<ul style="list-style-type: none"> • Added “consistent with applicable law” for clarity. • Updated legal citation.
5420 Sex Education	Amended Option 2 to remove redundant information.
5421 Work-Based Learning Experience	Amended policy for consistency with MDE manual.
5603 Section 504	Added reference to policies that address Non-Discrimination, Anti-Harassment, and Non-Retaliation.
5701 Abuse and Neglect	Revised list of mandated reporters to comply with expanded statutory definition.
5707 School Wellness Policy	Added reference to Section 504 in Meal Modifications section.
5712 Concussion Awareness	Clarified what is considered an athletic activity to include physical education classes.

Thrun Policy Update Guide

*Guide for adopting the
latest Thrun Policy Update
July 25, 2025*



THRUN
LAW FIRM, P.C.
POLICY SERVICE

Policy Update Summary
Thrun Policy Update – July 25, 2025

Board Policy Manual	
Policy / Form	Revision(s)
4000 Series	
4221 Employee Speech	Added reference to opt-out procedure in Policy 5407.
5000 Series	
5407 Instructional Materials	Clarified opt-out procedure in light of U.S. Supreme Court case <i>Mahmoud v Taylor</i> .
5407-F Instructional Materials Opt-Out Form	New template opt-out form.

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 [REDACTED] ³ 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.

- 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:

Series 2000: Bylaws

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 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 3 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;
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Legal authority: U.S. Const, amend. I; MCL 15.263(1), 15.263(5); MCL 380.1808

Date adopted: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

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;

- 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:

Series 3000: Operations, Finance, and Property

3100 General Operations

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Legal authority: MCL 445.63, 445.72

Date adopted: August 15, 2022

Date revised: August 18, 2025

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

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:

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, 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.
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- 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

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: August 15, 2022

Date revised: August 19, 2024

Date Revised: February 17, 2025

Date Revised: August 18, 2025

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.

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:

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:

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.

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, 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 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:

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: August 15, 2022

Date revised: August 19, 2024

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Date Revised: August 18, 2025

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:

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 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.

- 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

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.

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

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.

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.

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

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

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

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.

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

- 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.

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.

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

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.

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 325310
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 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:

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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:

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 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.

- 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

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.

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

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.

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.

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

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

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

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.

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

- 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.

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.

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.

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
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.

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
Cesar E. Chavez Memorial Building
1244 Speer Boulevard, Suite 310
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: August 15, 2022

Date revised: August 19, 2024

Date revised: February 17, 2025

Date Revised: August 18, 2025

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

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;

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:

Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3201A Financial Management for Federal Awards

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 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;
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 Director of Fiscal Services 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 \$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: August 18, 2025

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;

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

- 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:

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;

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

- 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

In the discretion of the Superintendent, the District may provide, at its cost, training for the Debt Compliance Officer 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: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

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

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;

- 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:

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 transcript of proceedings.

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

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. 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

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 needs to be included to 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 (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;
 - 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: August 15, 2022

Date revised: August 18, 2025

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. The federal regulation is incorporated by reference, and all terms in this Policy have the same meanings as defined 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 the micro-purchase threshold \$10,000 (micro-purchases)

a. The micro-purchase threshold is \$10,000, unless the District complies with the annual certification requirements of 2 CFR 200.320(a)(1)(iv), then the micro-purchase threshold is, (i) when purchasing services not subject to state bidding requirements, the threshold established by the annual certification requirements, and (ii) for all other purchases, the threshold established by the annual certification requirements but not greater than the then-current state bid threshold published annually by MDE.

b. 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.

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

~~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.~~

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

2. Purchases between ~~\$10,000~~the micro-purchase threshold 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~~multiple qualified entities.
 - b. With either method, the District will perform a price analysis, making an independent estimate of costs before receiving bids.
- 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:

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. The federal regulation is incorporated by reference, and all terms in this Policy have the same meanings as defined 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 the micro-purchase threshold
 - a. The micro-purchase threshold is \$10,000, unless the District complies with the annual certification requirements of 2 CFR 200.320(a)(1)(iv), then the micro-purchase threshold is, (i) when purchasing services not subject to state bidding requirements, the threshold established by the annual certification requirements, and (ii) for all other purchases, the threshold established by the annual certification requirements but not greater than the then-current state bid threshold published annually by MDE.
 - b. 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.
 - c. To the extent practicable, the District will distribute micro-purchases equitably among qualified suppliers.
2. Purchases between the micro-purchase threshold and \$250,000 (small purchase procedures)

The District will use a bidding procedure in Policy 3301 subsection C.1.

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 multiple qualified entities.
 - b. With either method, the District will perform a price analysis, making an independent estimate of costs before receiving bids.
- 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: August 15, 2022

Date revised: August 21, 2023

Date revised: August 18, 2025

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~~⁴.
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):

a. the construction manager may not supervise such construction under MCL 388.85~~2~~⁴; 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:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

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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. Reserved
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 388.852.
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):
 - a. the construction manager may not supervise such construction under MCL 388.852; 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.
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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: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

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

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:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

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B. Cardiac Emergency Response Plan

The Board will develop, adopt, and provide for annual review a cardiac emergency response plan as required by law. The Board will integrate the cardiac emergency response plan into the protocols of the local emergency response system and emergency response agencies. 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

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

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: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

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 [REDACTED] (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

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:

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.

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.
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.
3. The District will provide training and information, maintain records, and perform asbestos-related obligations with accredited persons as required by law.
4. The Board designates the Director of Facilities 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 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: August 15, 2022

Date revised: August 21, 2023

Date revised: August 18, 2025



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;

[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

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:

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. 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, 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;

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

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

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.
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Legal authority: 18 USC 921; 18 USC 922(q); MCL 28.425f, 28.425o; MCL 750.237a; MCL 380.1313b

Date adopted: August 15, 2022

Date revised: August 21, 2023

Date revised: February 12, 2024

Date revised: August 19, 2024

Date revised: August 18, 2025

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;

- 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;

- 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.; 38 USC 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

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:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4101 Non-Discrimination

A. Equal Employment Opportunity

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This Policy prohibits discrimination against employees or applicants for employment based on the following protected classes: race, color, national origin, ethnicity, religion, sex, 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.

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- 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;

- 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;
- Earned Sick Time Act (ESTA), which provides eligible employees 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;

- 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
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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.; 38 USC 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

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: August 15, 2022

Date revised: August 19, 2024

Date revised: February 17, 2025

Date revised: August 18, 2025

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:

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: August 15, 2022

Date revised: August 21, 2023

Date revised: August 18, 2025

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:

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 begin the interactive process with the employee or applicant to consider reasonable accommodation options consistent with Title VII. 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: August 19, 2024

Date revised: August 18, 2025

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:

- 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 (MPMLAESTA), 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.

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;

- 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;

- 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:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4106 Family and Medical Leave Act (FMLA)

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 a "rolling" 12-month period measured backward from when the FMLA leave would commence.
- 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:
 - 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.

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 Earned Sick Time Act (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.
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;
 - 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;
 - 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: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

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.

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:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4221 *Employee Speech*

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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;~~
 - e.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;

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

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:

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 needing support or developing; or
 - 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;
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 triennially, but if the teacher is not rated as effective on one of the 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 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: August 15, 2022

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Date revised: August 18, 2025

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.

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.

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.

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:

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.

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.

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.

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: August 15, 2022

Dated revised: August 18, 2025

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:

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)

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.

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: August 15, 2022

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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.]

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.

Date adopted:

Date revised:

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 receive a “highly effective” or “effective” rating on 3 year-end performance evaluations, including their most recent evaluation and 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. 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.

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. 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.

Date adopted: August 15, 2022

Date revised: January 15, 2024 (Effective 7/1/24)

Date revised: August 19, 2024

Date revised: August 18, 2025

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:

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. access or control their student records as provided by law;
- B. make decisions related to special education and Section 504;
- C. request a personal curriculum;
- D. represent themselves during disciplinary conferences;
- E. have other rights or privileges as determined by the Superintendent or designee;
- F. sign themselves in and out of school; and
- G. 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 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: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

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

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 325310
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:

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

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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

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
Cesar E. Chavez Memorial Building
1244 Speer Boulevard, Suite 310
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: August 15, 2022

Date revised: August 19, 2024

Date revised: February 17, 2025

Date revised: August 18, 2025

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 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:~~

- 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:

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5401 Parent Involvement in Education

A. Parent Involvement

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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. A copy of this Policy must be included in the Student Handbook.
5. See Policy 5405 for Parent and Family Engagement Policy at schools receiving Title I funds.

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: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

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:

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: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

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;~~

- 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 teacherno negative consequence.

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3.2. [Optional, if selected, choose] **Choose Option 1 Superintendent Review or Option 2 Committee Review**

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Option 1 - Third 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 21 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.

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Option 2 - Third 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 21 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.

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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:

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- 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:

- 4.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.

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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:

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. Complaints about Instructional Materials

If a Parent objects to their student's instructional materials, the following procedures will apply:

1. **First Level – Objection to Building Principal.** The Parent must submit an objection and explanation in writing to the building principal using Form 5407-F. The building principal will review the Parent's objection and the objected materials to determine whether:
 - a. the stated objection outweighs the educational and pedagogical reasons the material was selected;
 - b. the materials require the student to engage in conduct or practice that violates 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 Parent's objection within 10 school days. If the Parent's objection is granted, the student will be excused from this instructional material with no negative consequence.

2. **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 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 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. 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:
 - a. the basis for the objection;
 - b. any recent known use of the library materials in the school; and
 - c. any other relevant information.
2. The Superintendent will review the written objection and the materials in question in their totality to determine whether:
 - a. the materials lack serious educational, literary, artistic, political, or scientific value for the age range of the students in question; or
 - 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: August 15, 2022

Date revised: August 19, 2024

Date adopted: August 18, 2025

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. Reserved

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:

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

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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. Reserved

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, MCL 388.1621f

Date adopted: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

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.~~

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:

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5420 Sex Education

Sex Education and Reproductive Health (for districts electing to provide sex and reproductive health education in addition to mandated communicable disease instruction).

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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.

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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.

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

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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

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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: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

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:

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5421 Work-Based Learning Experience

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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: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

Series 5000: Students, Curriculum, and Academic Matters

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:

Series 5000: Students, Curriculum, and Academic Matters

5600 Student Support Services

5603 Section 504

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Date adopted: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

Series 5000: Students, Curriculum, and Academic Matters

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

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:

Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

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"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

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.

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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: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

Series 5000: Students, Curriculum, and Academic Matters

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

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.

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.

4-2. 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:

Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5707 School Wellness Policy

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A. Nutrition Promotion and Education Goals

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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

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
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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.

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.

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.

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.

4. Meal Charge Policy

The District’s policy on charged meals is:

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.

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: August 15, 2022

Date revised: August 19, 2024

Date revised: August 18, 2025

Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5712 Concussion Awareness [Optional if the District does not sponsor or operate an athletic activity, including physical education / Required if the District sponsors or operates an athletic activity, including physical education.] [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.]

- A. Each coach, employee, volunteer, and other adult who works with 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 to participate in any athletic activity, including physical education classes, the District will annually:
 1. provide the MHSAA- or state-approved educational materials on concussion awareness to each student and to the student's Parent; and
 2. obtain a statement signed by each student 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 must be removed from any practice, game, or physical education class activity when the student is reasonably suspected of sustaining a concussion during a practice or game. The student will not be permitted to participate in any school athletic activities involving physical exertion, including practices, games, or physical education class activities until the student has:
 1. been evaluated by a licensed physician, physician's assistant, or nurse practitioner;
 2. received written and signed clearance to resume participation in athletic activities from a licensed physician, physician's assistant, or nurse practitioner; and
 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 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:

Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

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Each coach, employee, volunteer, and other adult who works with 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.

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District officials are not required to verify the qualifications of the physician, physician's assistant, or nurse practitioner who provides the clearance.

- C. 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 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: August 18, 2025

BOARD AGENDA ITEM

Information/Discussion _____
Future Action _____
Action X

Item: Letters of Agreement – KIEA contract

Submitted by: Dave Rodgers

Date: August 11, 2025

Recommended by: Dave Rodgers

Board Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended that Board of Education approve the two Letters of Agreement amending the existing collective bargaining agreement that is in effect until August 13, 2027. The KIEA leadership has confirmed support of these Letters of Agreement, pending Board approval.

BACKGROUND:

Through multiple collaborative meetings and interactions, the parties have mutually agreed to amend certain contractual provisions through two separate and distinct Letters of Agreement. The first primarily pertains to Career Tech Student Organizations and the staff advisor process, including the stipends associated with those extra-duty roles. The parties previously established new CTSO language through a Letter of Agreement prior to the most recent negotiation cycle and now seek to further revise those terms.

The second Letter of Agreement addresses specific aspects of Article IX, particularly the process by which graduate courses may be counted toward salary lane advancement, now requiring a pre-approval process. The revisions also allocate an additional \$5,000 to the tuition reimbursement funds that can be applied to certain center program teacher circumstances, as detailed within the language.

The administration continues to appreciate and commend the KIEA leadership for the ongoing collaboration and good-faith efforts to work together.

Thank you, and as always, please let me know if you have any questions or concerns.

**Letter of Agreement between
Kent Intermediate Education Association (KIEA)
and
Kent Intermediate School District (Kent ISD)**

The parties previously reached ratification of the existing multi-year collective bargaining agreement currently in effect. Despite the current contract in place, the administration and the Association once again informally collaborated on a potential revision to Appendix D (which relates to Article VII Sec C – 2a,) pertaining specifically to KCTC student organizations and related advisor compensation. The parties now seek to further revise and formalize a mutual agreement in revising Appendix D with the language below, to take effect beginning with the 2025-26 school year. These provisions shall pertain only to KCTC, not eligible to other bargaining unit employees assigned outside of KCTC.

The annual selection of bargaining unit staff to fulfill the roles below, as necessary, shall be determined by the KCTC principal, following consultation with the School Leadership Team. It is intended that the principal give consideration to Lead and/or Co-Advisor candidates who have professional expertise in the CIP code pathways that represent the largest number of students participating in competitions. In all cases, the principal shall make the final determination from those who submit for consideration. Completion and approval of a CTSO / SO application verifies the employee’s agreement to carry out the responsibilities and duties of the respective role. Approval for any of the listed roles does not carry forward to the next school year. In the event that there is a need for one or more of the listed roles below, a CTES employed at KCTC may be considered and selected if, in the discretion of the KCTC principal there is no KIEA unit member from KCTC sufficiently suited for the role. If a CTES is selected, the respective stipend amount shall apply.

CTE Recognized CTSOs

CTSO (CTE Recognized)	Lead Advisor (1)	Advisor Duties	\$1,000
CTSO (CTE Recognized)	Lead Advisor (1)	Regional Competition	\$200
CTSO (CTE Recognized)	Lead Advisor (1)	State Competition	\$300
CTSO (CTE Recognized)	Lead Advisor (1)	National Event Competition	\$500
CTSO (CTE Recognized)	Lead Advisor (1)	Hosting Regional Competition	\$300
CTSO (CTE Recognized)	Lead Advisor (1)	Per day: overnight chaperone	\$100
CTSO (CTE Recognized)	Co-Advisor (2)	Co-Advisor Duties	\$800
CTSO (CTE Recognized)	Co-Advisor (2)	Regional Competition	\$100
CTSO (CTE Recognized)	Co-Advisor (2)	State Competition	\$200
CTSO (CTE Recognized)	Co-Advisor (2)	National Event Competition	\$300
CTSO (CTE Recognized)	Co-Advisor (2)	Hosting Regional Competition	\$150
CTSO (CTE Recognized)	Co-Advisor (2)	Per day: overnight chaperone	\$100
CTSO (CTE Recognized)	Staff Chaperone	Regional Competition	\$100
CTSO (CTE Recognized)	Staff Chaperone	State Competition	\$100

Letter of Understanding between
Kent Intermediate Education Association (KIEA)
and
and Kent Intermediate School District (Kent ISD)

The parties previously reached ratification of the respective multi-year collective bargaining agreement currently in effect through August 13, 2027. Despite the current contract in place, the parties mutually agree that following changes to Article IX C (4) and M (1 and 3) will take effect beginning with the 2025-26 school year.

PROFESSIONAL COMPENSATION AND BENEFITS

C. Salary Schedules

4. Any advanced hours must be earned after a degree is awarded in order to be credited on the salary schedule, except for those Master's degrees requiring more than thirty (30) graduate credit hours, in which event the bargaining unit member's record will be evaluated at the time of initial employment and credit shall be given, in accordance with university requirements, for those hours required by the university in excess of thirty (30) graduate credit hours.

To receive salary schedule lane advancement credit, the following categories and criteria shall apply:

- a. Planned programs of study (all courses taken and degrees conferred) will be from a regionally accredited college or university leading to a graduate degree, Michigan teacher certification, Michigan ancillary license or an additional teaching endorsement that are of pertinence and value to Kent ISD. Such planned programs require pre-approval by Kent ISD Office of Human Resources.
- b. Also subject to pre-approval, individual work-related graduate level college / university courses taken from a regionally accredited college or university may be approved to apply toward lane advancement. Individual courses or non-degree course clusters shall be reviewed by Human Resources, in consultation with program administrators to determine the overall value, rigor and relevance of the individual's position responsibilities and duties. Courses that are determined to fall short of that threshold may be denied for lane advancement.

Examples of common individual graduate level courses that have been previously pre-approved by Human Resources though his process will be placed on a list that is maintained by Human Resources. The list will be updated by semester, or at least annually and made available on the Human Resources webpage. This list may be used as a general reference of prospective courses a member may consider for a potential pre-approval request.

Under no circumstances shall this list obligate Human Resources to approve any courses on the list. It is understood that courses are approved based on their value, rigor, and relevance to the individual's respective position, responsibilities and job duties. Furthermore, courses, course numbers and content can sometimes vary from one year to another.

This language applies prospectively to pre-approved programs and/or pre-approved courses after the conclusion of the 2024-25 school year. Existing salary schedule lane placements as of June 30, 2025 shall remain unchanged except where course credits have been pre-approved for advancement.

Official transcripts will be ordered by the bargaining unit member and sent to the Human Resources Department by the college or university to document the advanced credit. Transcripts will be paid for by the bargaining unit members. Eligible lane adjustments will be made at the beginning of each semester if all eligibility requirements have been met. Placement on the salary schedules listed in the Appendix of the agreement is determined by the following:

BA = Completion of an undergraduate BA degree program with a four (4) year diploma from a college or university. (See Section C.10 for Annual Authorization of Vocational Education Instructors.)

BA +18 = To qualify for the BA +18 salary schedule, a bargaining unit member must have successfully completed probation in a KENT ISD bargaining unit position. In addition, eighteen (18) semester hours of approved graduate credit in education or work-related courses must be earned after a BA degree is awarded.

MA = Master's degree in education or a work-related field acceptable to the Board.

MA +15 = Fifteen (15) semester hours of approved graduate credit in education or work related courses earned after the award of a Master's degree described above.

MA +30 = Thirty (30) semester hours of approved graduate credit in education or work-related courses earned after the award of a Master's degree described above, or holding an active ancillary license that required an MA graduate degree program of at least 57 graduate credits.

MA + MA shall be accepted as an alternative to MA +30.

M. Reimbursement for Costs of Continuing Education

1. Bargaining unit members shall have the right to submit a request form for tuition reimbursement pre-approval toward the cost of continuing education. The Board shall have the right to use its sole discretion in approving or rejecting any such request.
3. Subject to language and available funds each member may be reimbursed 3 credits per school year. Reimbursement for credits taken beyond the three (3) up to a maximum of nine (9) credits is subject to funds remaining in the reimbursement pool at the end of the school year.

- a. Classes taken during the Summer and Fall will be reimbursed and counted toward the current school year and will be eligible for the first semester reimbursement. Classes taken in the Winter and Spring will be eligible for second semester reimbursement. Reimbursement for Summer courses will be paid no later than the first pay period in October assuming all required documentation is submitted to the HR office no later than September 15. Reimbursement for Fall courses will be paid no later than the first pay in February assuming all required documentation is submitted to the HR office no later than January 30th. Reimbursement for Winter and Spring courses will be paid no later than the final pay in June, assuming the required documentation is submitted no later than June 1st.
- b. At the end of the school year any remaining funds in the pool will be redistributed for reimbursement to any members who still have amounts outstanding for reimbursement.
- c. The tuition reimbursement pool applies only to existing bargaining unit members and will not be used for classes taken solely at the request of Administration. Classes requested by Administration will be paid from different funds. The pool allocation for tuition reimbursement shall be \$70,000. The tuition reimbursement pool and disbursement language will be maintained at the above stated amount; however, half of the total pool will be available first semester and half will be offered second semester.
- d. An additional \$5,000.00 (\$2,500.00 each semester) shall be available exclusively for those staff members who:
 1. are working under a temporary vocational authorization and are required by the district to complete six (6) credits annually.
- e. An additional \$5,000.00 (\$2,500.00 each semester) shall be available exclusively for those staff members who:
 1. are working in center programs under a MDE full-year permit or waiver, as required by the District and are therefore required by the district to complete six (6) credits annually toward obtaining the necessary certificate endorsement.

Such staff members shall be eligible for reimbursement from the general tuition pool subject to the disbursement language in section M 3(a) – 3(b).

This one-time agreement does not add to, alter or negate any other contractual provisions of the respective collective bargaining agreement between the parties, nor does it create is custom or practice.

_____ date
For the Kent ISD

Conrad Miller 8/11/25
_____ date
For the Associations