

**EAST CHINA SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING**

**Innovation Center Conference Room
Monday, September 22, 2025
6:00 PM**

Michael Westrick, President
Karen Cedar, Vice-President
Ronald Miller, Treasurer
Jessica Becker, Secretary

Jamie Haslem, Trustee
Lindsay Chopp, Trustee
Shawn Treadaway, Trustee
Suzanne Cybulla, Superintendent

AGENDA

1. **Call to Order/Moment of Silence/Pledge of Allegiance**
2. **Items of Interest, Recognition and Inquiry**
 - a. Board of Education Members
 - b. Administration
3. **Strategic Planning, *Penny Kentish*, MASB**
4. **Academic Spotlight Belle River Elementary, *Robyn Smith-Herr*, Principal
Belle River 5th Graders Make a Splash, *Jennifer Ptaszek* and *Kristi Schmitz***
5. **Consent Agenda**
 - a. Approval of Minutes
 - i. Regular Board of Education Meeting August 25, 2025
 - b. Approval of Payment of Bills, Financial Statement and Schedule of Investments
6. **Department Reports**
7. **Information/Discussion Items**
 - a. Bond 2020 Update, *AUCH General Contractors*
 - b. Bus Replacement, *Angie Gleason*
8. **Recognition of Persons Wishing to Address the Board**

This portion of the agenda is for citizens to address any questions or comments to the Board. The Board will listen, take comments and questions under advisement, and not respond at this time. The presiding officer will refer questions to the superintendent for research and response.
9. **Action Items**
 - a. Annual Thrun Policy Update June 11, 2025
 - b. Thrun Policy Update July 25, 2025
 - c. Bus Replacement
10. **Adjournment**

Regular Board of Education Meeting

Monday, August 25, 2025 6:00 PM

Innovation Center Conference Room, 1585 Meisner Road, East China, MI 48054

Jessica Becker: Present, Karen Cedar: Present, Lindsay Chopp: Present, Jamie Haslem: Present, Ronald Miller: Present, Shawn Treadaway: Present, Michael Westrick: Present.

1. Call to Order/Moment of Silence/Pledge of Allegiance
The meeting was called to order by President *Michael Westrick* at 6:00 p.m.
2. Items of Interest, Recognition and Inquiry
 - 2.a. Board of Education Members
None
 - 2.b. Administration
Superintendent Cybulla gave a welcome to the 2025-26 school year.
 - 2.c. Response to Community Input and Questions
None. *President Westrick* commented on the Just Ask Us page on the website.
3. Consent Agenda
To approve items under the consent agenda as presented:.. This motion, made by Karen Cedar and seconded by Jessica Becker, Carried.
Yea: 7, Nay: 0
 - 3.a. Approval of Minutes
 - 3.a.i. Regular Board of Education Meeting July 28, 2025
 - 3.a.ii. Special Board of Education Meeting August 18, 2025
 - 3.b. Approval of Payment of Bills, Financial Statement and Schedule of Investments
 - 3.c. Appointment of Administrator and Teachers
4. Department Reports
The following departments gave a report: Personnel, Curriculum, Business Office, Operations, and Special Education.
5. Committee Reports
 - 5.a. Policy Update
 - 5.a.i. Annual Thrun Policy Update June 11, 2025
Superintendent Cybulla shared that the annual policy update summary is available in BoardBook. *Vice President Cedar* discussed the time limit for public comment included in the update. Policies will be voted on at the next regular board meeting.
 - 5.a.ii. Thrun Policy Update July 25, 2025
Superintendent Cybulla shared that the July policy update summary is also available in BoardBook. Policies will be voted on at the next regular board meeting.
6. Information/Discussion Items
 - 6.a. Bond 2020 Update, *AUCH General Contractors*
None
7. Recognition of Persons Wishing to Address the Board
This portion of the agenda is for citizens to address any questions or comments to the Board. The Board will listen, take comments and questions under advisement, and not respond at this time. The presiding

officer will refer questions to the superintendent for research and response.

None

8. Closed Session

Recommended Action: Pursuant to Section 8(1)(b) of the Open Meetings Act (Act 267 of 1976) and upon the request of the student, if 18 or legally emancipated, or student's Parent, I move that the Board of Education go into closed session for the purpose of conducting a hearing to consider the discipline of a student

Pursuant to Section 8(1)(b) of the Open Meetings Act (Act 267 of 1976) and upon the request of the student, if 18 or legally emancipated, or student's Parent, I move that the Board of Education go into closed session for the purpose of conducting a hearing to consider the discipline of a student. Entered closed session at 6:12 p.m. This motion, made by Jessica Becker and seconded by Karen Cedar, Carried. Yea: 7, Nay: 0

The Board of Education returned to Open Session at 6:38 p.m.

9. Action Items

9.a. Edmentum-Exact Path Subscription Renewal

Per administration recommendation, the Board of Education approves the purchase of Edmentum Exact Path licenses, utilizing 31a funding, in the amount of \$44,865.50. This motion, made by Lindsay Chopp and seconded by Shawn Treadaway, Carried.

Yea: 7, Nay: 0

9.b. McGraw Hill-Corrective Reading Decoding A-C Series

Per administration recommendation, the Board of Education approves the purchase of McGraw Hills Corrective Reading materials, utilizing 35J funding, in the amount of \$51,682.40. This motion, made by Karen Cedar and seconded by Lindsay Chopp, Carried.

Yea: 7, Nay: 0

9.c. Student Discipline

Per administration recommendation, the Board of Education accepts the recommendation for student 2022-03 presented at the August 25, 2025 student discipline hearing. This motion, made by Jamie Haslem and seconded by Karen Cedar, Carried.

Yea: 7, Nay: 0

9.d. ECEA Contract Agreement

Per administration recommendation, the Board of Education approves the contract agreement for the period of August 26, 2025 - August 25, 2027 between the Board of Education of the East China School District and the East China Education Association (MEA/ECEA). This motion, made by Lindsay Chopp and seconded by Karen Cedar, Carried.

Yea: 7, Nay: 0

10. Adjournment

There being no further business before the Board, President *Michael Westrick* declared the meeting adjourned at 6:40 p.m.

The East China School District will work in partnership with parents, students, and the community to ensure every child will learn successfully.

Board Secretary

**EAST CHINA SCHOOL DISTRICT
SCHEDULE OF INVESTMENTS
AS OF AUG, 2025**

FUND	ACCOUNT	TYPE	ISSUER	MATURITY DATE	INTEREST RATE	INVESTED AMOUNT
DS	DEBT SERVICE	POOL	NORTHSTAR	8/31/2025	1.71 APY	865,735
DS	DEBT SERVICE	INVEST	MILAF	8/31/2025		327,536
GF	OPERATING	POOL	NORTHSTAR	8/31/2025	0.50 APY	3,769,146
GF	OPERATING	INVEST	NORTHSTAR	8/31/2025	2.45 APY	804,921
SF	SINKING FUND	POOL	NORTHSTAR	8/31/2025	0.10 APY	4,955
SF	SINKING FUND	INVEST	NORTHSTAR	8/31/2025	2.45 APY	2,251,830
CP	CAPITAL PROJECTS	POOL	NORTHSTAR	8/31/2025	0.50 APY	6,187,528
CP	CAPITAL PROJECTS	INVEST	NORTHSTAR	8/31/2025	2.45 APY	-
CP	CAPITAL PROJECTS	INVEST	MILAF	8/31/2025		17,917,738
APY	ANNUAL % YIELD					

**EAST CHINA SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
September 22, 2025**

FOR ACTION: Summary of Donations >\$1,000

A summary of the donations received for the month of August 2025

RECOMMENDATION:

The administration is recommending the Board approve donations accepted greater than \$1,000 as follows:

<u>Date</u>	<u>Donor</u>	<u>School Building/ Group</u>	<u>Amount</u>	<u>Purpose</u>	<u>Who Received/ Requested</u>
8/27/2025	M-29 Ventures LLC	SCHS/Football	\$2,500	Sponsor	Coach Szalkowski

per Board policy 3303 Gifts and Donations

**EAST CHINA SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
September 22, 2025**

FOR ACTION: Manifest and Payment of Bills

A manifest of the bills for August 2025 is enclosed.

RECOMMENDATION:

The administration is recommending that the Board approve bills paid in the amounts of:

- General Fund - \$3,840,880.70
- Cafeteria Fund - \$39,227.11
- Latchkey Fund - \$1,325.98
- Internal Service Fund - \$27,952.11
- Sinking Fund – \$57,744.40
- Capital Projects - \$4,663,427.55
- Student Activity - \$80,232.42

**Bills to be Approved
East China Sch District
08/31/2025**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00081332	08/21/2025	3PI TECH SOLUTIONS INC	5190	SUPPLIES	328.95
				Vendor Total:	328.95
00081253	08/06/2025	95% GROUP LLC	5990	MISC SUPPLIES & MATERIALS	6,905.80
				Vendor Total:	6,905.80
00081333	08/21/2025	ADVANCE AUTO PARTS	5955	SUPPLIES-MAINTENANCE	18.42
				Vendor Total:	18.42
00081254	08/06/2025	ADVANCED POOL SERVICES INC	4120	REPAIRS-EQUIPMENT	450.00
00081334	08/21/2025		4120	REPAIRS-EQUIPMENT	475.00
				Vendor Total:	925.00
00081335	08/21/2025	AIRPORT COMMUNITY SCHOOLS	7905	TOURNAMENT	300.00
				Vendor Total:	300.00
00081336	08/21/2025	ALGONAC HIGH CROSS COUNTRY	7905	TOURNAMENT	370.00
				Vendor Total:	370.00
00005656	08/15/2025	AMAZON CAPITAL SR INC	5110	TEACH SUPPLIES/MATERIALS	2,234.38
00005656	08/15/2025		5190	SUPPLIES	2,282.76
00005656	08/15/2025		5910	SUPPLIES-OFFICE	1,029.26
00005656	08/15/2025		5950	SUPPLIES-CUSTODIAL	91.65
00005656	08/15/2025		5955	SUPPLIES-MAINTENANCE	23,421.25
00005656	08/15/2025		5960	SUPPLIES-ATHLETICS	389.50
				Vendor Total:	29,448.80
00081337	08/21/2025	ANCHOR BAY HIGH SCHOOL	7905	TOURNAMENT	80.00
				Vendor Total:	80.00
00081255	08/06/2025	APAC PAPER & PACKAGING CORP	5950	SUPPLIES-CUSTODIAL	739.23
				Vendor Total:	739.23
00081256	08/06/2025	APPLE INC	5955	SUPPLIES-MAINTENANCE	2,694.00
				Vendor Total:	2,694.00
00081338	08/21/2025	AQUARIUM DESIGN INC	3112	CONTRACTED SERVICES	70.00
				Vendor Total:	70.00
00081257	08/06/2025	ARCH ENVIRONMENTAL GROUP	3193	SERVICES - INSPECTIONS	412.50
00081339	08/21/2025		3193	SERVICES - INSPECTIONS	907.00
00081339	08/21/2025		3194	SERVICES - SITE MAPPING	591.50
				Vendor Total:	1,911.00
00081258	08/06/2025	ASCENSION MICHIGAN	3197	SERVICES-EMPLOYEE HEALTH	340.00
00081340	08/21/2025		3197	SERVICES-EMPLOYEE HEALTH	75.00
				Vendor Total:	415.00
00005665	08/29/2025	AT & T MOBILITY	3410	TELEPHONE/DATA COMMUNICATION	539.26
				Vendor Total:	539.26
00081259	08/06/2025	AUTO VALUE PORT HURON	5790	SUPPLIES-TRANSPORTATION	9.19
				Vendor Total:	9.19
00081260	08/06/2025	B & H PHOTO-VIDEO	5955	SUPPLIES-MAINTENANCE	14,200.00
00081343	08/21/2025		5955	SUPPLIES-MAINTENANCE	3,000.00
				Vendor Total:	17,200.00
00081344	08/21/2025	BADE, CRYSTAL	0135	TUITION- E20/20	75.00

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<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
					Vendor Total: 75.00
00081345	08/21/2025	BLUE WATER FUEL	5710	SUPPLIES-Gas	716.35
					Vendor Total: 716.35
00005673	08/23/2025	BMO	3220	PROF DEVELOPMENT FEES	686.55
00005673	08/23/2025		3221	PROF DEVELOPMENT TRAVEL	213.00
00005673	08/23/2025		3410	TELEPHONE/DATA COMMUNICATION	400.30
00005673	08/23/2025		3450	SOFTWARE LICENSES	1,811.02
00005673	08/23/2025		3510	ADVERTISING	51.66
00005673	08/23/2025		5116	SUPPLIES- VOCAL MUSIC	65.00
00005673	08/23/2025		5190	SUPPLIES	150.34
00005673	08/23/2025		5710	SUPPLIES-Gas	390.83
00005673	08/23/2025		5910	SUPPLIES-OFFICE	6.04
00005673	08/23/2025		5955	SUPPLIES-MAINTENANCE	2,072.94
00005673	08/23/2025		5980	SUPPLIES-SMALL TOOLS	7.32
00005673	08/23/2025		5991	Supplies - PAC	44.92
00005673	08/23/2025		7411	MEMBERSHIP DUES	1,439.28
					Vendor Total: 7,339.20
00005666	08/29/2025	BP ENERGY RETAIL CO LLC	5510	NATURAL GAS	1,369.34
					Vendor Total: 1,369.34
00081346	08/21/2025	BRIGHTON HIGH SCHOOL	7905	TOURNAMENT	300.00
					Vendor Total: 300.00
00081263	08/06/2025	BSN/PASSON'S/GSC/CONLIN	5960	SUPPLIES-ATHLETICS	269.99
					Vendor Total: 269.99
00081348	08/21/2025	BURKE'S SPORT HAVEN	5960	SUPPLIES-ATHLETICS	1,653.97
					Vendor Total: 1,653.97
00081264	08/06/2025	C AND S MOTORS INC	5730	SUPPLIES-FLEET REPAIR PARTS	817.26
					Vendor Total: 817.26
00081316	08/08/2025	CAOINETTE, MELISSA A.	9436	A/P GARNISHMENTS	900.00
00081327	08/22/2025		9436	A/P GARNISHMENTS	900.00
					Vendor Total: 1,800.00
00081350	08/21/2025	CHINA TOWNSHIP	3112	CONTRACTED SERVICES	1,839.00
					Vendor Total: 1,839.00
00081265	08/06/2025	CINTAS CORPRATION LOC724	5790	SUPPLIES-TRANSPORTATION	85.82
00081351	08/21/2025		5790	SUPPLIES-TRANSPORTATION	249.93
00081351	08/21/2025		5992	SUPPLIES - UNIFORMS	4,337.36
					Vendor Total: 4,673.11
00081266	08/06/2025	CITY OF MARINE CITY	3830	WATER & SEWAGE	11,092.37
					Vendor Total: 11,092.37
00081317	08/08/2025	CITY OF PORT HURON	9436	A/P GARNISHMENTS	175.10
00081328	08/22/2025		9436	A/P GARNISHMENTS	189.59
					Vendor Total: 364.69
00081267	08/06/2025	CITY OF ST CLAIR	3830	WATER & SEWAGE	751.61
					Vendor Total: 751.61
00081268	08/06/2025	COMMERCIAL GRAPHICS INC	3610	PRINTING & BINDING	1,822.25

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				Vendor Total:	1,822.25
00081269	08/06/2025	COMMUNITY EDUCATION	3162	INTERNET CONNECTION	12,360.00
				Vendor Total:	12,360.00
00081270	08/06/2025	CREATIVE NOTEBOOK	5190	SUPPLIES	350.00
				Vendor Total:	350.00
00081353	08/21/2025	CULLIGAN	3190	OTHER PROFESSIONAL SERVICES	114.50
				Vendor Total:	114.50
00081355	08/21/2025	DECKER EQUIPMENT	5955	SUPPLIES-MAINTENANCE	52.45
				Vendor Total:	52.45
00081271	08/06/2025	DEDICATED DRIVING SCHOOL	3220	PROF DEVELOPMENT FEES	1,200.00
00081356	08/21/2025		7412	FEES	125.00
				Vendor Total:	1,325.00
00005648	08/08/2025	DEPT OF TREASURY FICA	9447	A/P FICA/MED	108,909.72
00005657	08/22/2025		9447	A/P FICA/MED	112,482.47
				Vendor Total:	221,392.19
00005649	08/08/2025	DEPT OF TREASURY FIT	9446	A/P FED INCOME TAX W/H	65,745.68
00005658	08/22/2025		9446	A/P FED INCOME TAX W/H	67,885.19
				Vendor Total:	133,630.87
00005650	08/08/2025	DEPT OF TREASURY MEDICARE	9447	A/P FICA/MED	25,470.82
00005659	08/22/2025		9447	A/P FICA/MED	26,306.38
				Vendor Total:	51,777.20
00005668	08/29/2025	DETROIT EDISON	5520	ELECTRICITY	9,560.19
				Vendor Total:	9,560.19
00005669	08/29/2025	DETROIT EDISON COMPANY	5520	ELECTRICITY	23,805.01
				Vendor Total:	23,805.01
00005670	08/29/2025	DIRECT ENERGY BUSINESS	5520	ELECTRICITY	35,895.92
				Vendor Total:	35,895.92
00081357	08/21/2025	DIVE CINCINNATI	5955	SUPPLIES-MAINTENANCE	540.89
				Vendor Total:	540.89
00081273	08/06/2025	DOWNRIVER REFRIGERATION	5955	SUPPLIES-MAINTENANCE	25.76
				Vendor Total:	25.76
00081274	08/06/2025	DYCK SECURITY SERVICES INC	4110	REPAIRS-MISC.	1,294.31
				Vendor Total:	1,294.31
00081358	08/21/2025	EAST CHINA CHARTER TOWNSHIP	8830	WATER & SEWAGE	1,214.42
				Vendor Total:	1,214.42
00081322	08/13/2025	EAST CHINA SCHOOL DISTRICT	9006	PETTY CASH FUNDS	780.00
				Vendor Total:	780.00
00081321	08/13/2025	EAST CHINA SCHOOL DISTRICT	9006	PETTY CASH FUNDS	200.00
				Vendor Total:	200.00
00081359	08/21/2025	EDMENTUM INC	3450	SOFTWARE LICENSES	44,865.50
				Vendor Total:	44,865.50
00081360	08/21/2025	EMTERRA ENVIRONMENTAL USA	3840	TRASH REMOVAL	2,959.70

**Bills to be Approved
East China Sch District
08/31/2025**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
					Vendor Total: 2,959.70
00081362	08/21/2025	EXPLORELEARNING LLC	3450	SOFTWARE LICENSES	3,295.00
					Vendor Total: 3,295.00
00081363	08/21/2025	FATHER GABRIEL RICHARD	7905	TOURNAMENT	300.00
					Vendor Total: 300.00
00081275	08/06/2025	FERGUSON ENTERPRISES INC	5955	SUPPLIES-MAINTENANCE	538.73
					Vendor Total: 538.73
00081276	08/06/2025	FIDELITY SECURITY LIFE INS	9406	A/P UAAL 147c	910.06
					Vendor Total: 910.06
00081277	08/06/2025	FLEXISCHEID	3450	SOFTWARE LICENSES	12,300.00
					Vendor Total: 12,300.00
00005651	08/08/2025	HEALTH EQUITY	9465	HSA	19,012.26
00005660	08/22/2025		9465	HSA	18,112.26
					Vendor Total: 37,124.52
00081366	08/21/2025	HOEKSTRA TRANSPORTATION	5730	SUPPLIES-FLEET REPAIR PARTS	290.36
					Vendor Total: 290.36
00081367	08/21/2025	HOLLY HIGH SCHOOL	7905	TOURNAMENT	300.00
					Vendor Total: 300.00
00081281	08/06/2025	IRA TOWNSHIP	3112	CONTRACTED SERVICES	304.50
00081281	08/06/2025		3830	WATER & SEWAGE	752.08
					Vendor Total: 1,056.58
00081369	08/21/2025	ISOLVED BENEFIT SERVICES	7412	FEES	86.94
					Vendor Total: 86.94
00081283	08/06/2025	JOHNSTONE SUPPLY	5955	SUPPLIES-MAINTENANCE	281.70
					Vendor Total: 281.70
00081371	08/21/2025	JW PEPPER & SONS INC	5116	SUPPLIES- VOCAL MUSIC	44.95
00081371	08/21/2025		5190	SUPPLIES	223.98
					Vendor Total: 268.93
00081372	08/21/2025	KERR ALBERT OFFICE SUPPLY CO	5190	SUPPLIES	1,058.43
00081372	08/21/2025		5910	SUPPLIES-OFFICE	43.56
					Vendor Total: 1,101.99
00081373	08/21/2025	KIMBALL MIDWEST	5790	SUPPLIES-TRANSPORTATION	567.65
					Vendor Total: 567.65
00081285	08/06/2025	KSS	4120	REPAIRS-EQUIPMENT	69.95
00081285	08/06/2025		5950	SUPPLIES-CUSTODIAL	1,952.40
00081374	08/21/2025		5950	SUPPLIES-CUSTODIAL	21,031.36
					Vendor Total: 23,053.71
00081286	08/06/2025	LIBRARY IDEAS LLC	5190	SUPPLIES	391.18
					Vendor Total: 391.18
00081287	08/06/2025	LOMBARD, JODI JEAN	3117	CONTRACTED TUTOR	122.50
					Vendor Total: 122.50
00081288	08/06/2025	LUMBERJACK	5950	SUPPLIES-CUSTODIAL	112.13

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<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00081288	08/06/2025		5955	SUPPLIES-MAINTENANCE	1,727.24
00081288	08/06/2025		5960	SUPPLIES-ATHLETICS	17.08
00081288	08/06/2025		5980	SUPPLIES-SMALL TOOLS	43.68
				Vendor Total:	1,900.13
00081323	08/13/2025	MARINE CITY HIGH SCHOOL	9006	PETTY CASH FUNDS	2,000.00
				Vendor Total:	2,000.00
00081324	08/13/2025	MARINE CITY MIDDLE SCHOOL	9006	PETTY CASH FUNDS	100.00
				Vendor Total:	100.00
00081289	08/06/2025	MARSHALL E CAMPBELL	5958	SUPPLIES - LAMPS & BALLASTS	491.94
				Vendor Total:	491.94
00081376	08/21/2025	MARYSVILLE HIGH SCHOOL	7905	TOURNAMENT	300.00
				Vendor Total:	300.00
00081291	08/06/2025	MCGRAW HILL EDUCATION INC	3450	SOFTWARE LICENSES	40,861.16
00081291	08/06/2025		5210	TEXTBOOKS	5,174.94
				Vendor Total:	46,036.10
00081377	08/21/2025	MECHANICAL FABRICATORS INC	4110	REPAIRS-MISC.	547.00
				Vendor Total:	547.00
00081292	08/06/2025	MELAMED LEVITT MILANOWSKI	3173	SERVICES-LEGAL-PROPERTY	500.00
				Vendor Total:	500.00
00005675	08/31/2025	MESSA	9452	A/P MESSA/VSP	386,562.82
				Vendor Total:	386,562.82
00005676	08/31/2025	METLIFE GROUP BENEFITS	9442	A/P LIFE INSURANCE W/H	2,082.30
00005676	08/31/2025		9449	A/P LONG TERM DISABILITY	2,548.11
				Vendor Total:	4,630.41
00005677	08/31/2025	METS	3150	OTHER CONTRACTED SERVICES	9,067.80
00005677	08/31/2025		3190	OTHER PROFESSIONAL SERVICES	35.00
				Vendor Total:	9,102.80
00081293	08/06/2025	MGM DUMPSTERS	3840	TRASH REMOVAL	515.00
				Vendor Total:	515.00
00081378	08/21/2025	MICH ASSOC SEC SCH	7411	MEMBERSHIP DUES	100.00
				Vendor Total:	100.00
00005652	08/08/2025	MICHIGAN DEPT OF TREASURY	9445	A/P STATE INCOME TAX W/H	31,493.38
00005661	08/22/2025		9445	A/P STATE INCOME TAX W/H	32,643.19
				Vendor Total:	64,136.57
00081318	08/08/2025	MICHIGAN STATE	9435	A/P FRIEND OF CT W/H	1,125.75
00081329	08/22/2025		9435	A/P FRIEND OF CT W/H	1,203.00
				Vendor Total:	2,328.75
00081294	08/06/2025	MIDLAND HIGH SCHOOL	7905	TOURNAMENT	200.00
				Vendor Total:	200.00
00005653	08/08/2025	MPSERS	9405	A/P RETIREMENT	380,257.95
00005653	08/08/2025		9444	A/P RETIRE TDP W/H	160.00
00005662	08/22/2025		9405	A/P RETIREMENT	379,973.82
00005662	08/22/2025		9444	A/P RETIRE TDP W/H	160.00

**Bills to be Approved
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<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00005678	08/31/2025		9406	A/P UAAL 147c	303,446.17
				Vendor Total:	1,063,997.94
00081380	08/21/2025	NEWSELA INC	3450	SOFTWARE LICENSES	15,225.00
				Vendor Total:	15,225.00
00005654	08/08/2025	NORTH STAR BANK	9450	A/P ACH DIRECT DEPOSIT	600,807.40
00005663	08/22/2025		9450	A/P ACH DIRECT DEPOSIT	622,937.46
				Vendor Total:	1,223,744.86
00005655	08/08/2025	OMNI GROUP, THE	9438	A/P Check 403b, 457, Roth	38,469.94
00005655	08/08/2025		9455	A/P ACH 403b, 457, Roth	3,225.00
00005664	08/22/2025		9438	A/P Check 403b, 457, Roth	38,841.77
00005664	08/22/2025		9455	A/P ACH 403b, 457, Roth	3,225.00
				Vendor Total:	83,761.71
00081295	08/06/2025	PEARSON EDUCATION	3450	SOFTWARE LICENSES	874.75
				Vendor Total:	874.75
00081382	08/21/2025	PEOPLE DRIVEN TECHNOLOGY	6410	EQ & FUR > \$5,000	70,494.00
				Vendor Total:	70,494.00
00081385	08/21/2025	PETOSKEY HIGH SCHOOL	7905	TOURNAMENT	100.00
				Vendor Total:	100.00
00081296	08/06/2025	PHASD PRINT SHOP	5910	SUPPLIES-OFFICE	16.83
00081386	08/21/2025		5190	SUPPLIES	61.60
				Vendor Total:	78.43
00081325	08/13/2025	PINE RIVER ELEMENTARY	9006	PETTY CASH FUNDS	100.00
				Vendor Total:	100.00
00081297	08/06/2025	PRECISION CARE LLC	3153	CONTRACTED SERVICES-GROUNDS	18,875.00
				Vendor Total:	18,875.00
00081298	08/06/2025	PROJECT LEAD THE WAY INC	3450	SOFTWARE LICENSES	3,200.00
				Vendor Total:	3,200.00
00081387	08/21/2025	RENAISSANCE LEARNING	3110	PUPIL DEVELOPMENT	29,042.48
				Vendor Total:	29,042.48
00005671	08/29/2025	RICOH USA INC	3450	SOFTWARE LICENSES	4,892.00
00005671	08/29/2025		4123	REPAIRS-COPIERS/DUPLICATORS	2,367.41
				Vendor Total:	7,259.41
00081299	08/06/2025	RIDDELL	5960	SUPPLIES-ATHLETICS	622.90
00081388	08/21/2025		5960	SUPPLIES-ATHLETICS	1,000.00
				Vendor Total:	1,622.90
00081389	08/21/2025	ROMEO HIGH SCHOOL	7905	TOURNAMENT	200.00
				Vendor Total:	200.00
00081319	08/08/2025	ROOSEN, VARCHETTI &	9436	A/P GARNISHMENTS	48.00
00081330	08/22/2025		9436	A/P GARNISHMENTS	69.23
				Vendor Total:	117.23
00081390	08/21/2025	ROSE PEST SOLUTIONS	4110	REPAIRS-MISC.	170.00
				Vendor Total:	170.00
00081391	08/21/2025	ROTARY CLUB OF ST CLAIR	7411	MEMBERSHIP DUES	210.00

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<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
				Vendor Total:	210.00
00081320	08/08/2025	RUSKIN, DAVID	9436	A/P GARNISHMENTS	243.75
00081331	08/22/2025		9436	A/P GARNISHMENTS	243.75
				Vendor Total:	487.50
00081392	08/21/2025	RYDIN	3610	PRINTING & BINDING	388.64
				Vendor Total:	388.64
00081300	08/06/2025	SCHOLASTIC	5190	SUPPLIES	351.65
00081393	08/21/2025		3450	SOFTWARE LICENSES	127.72
00081393	08/21/2025		5102	SUPPLIES- ENGLISH	1,011.30
00081393	08/21/2025		5104	SUPPLIES- MATH	316.45
00081393	08/21/2025		5108	SUPPLIES- SOCIAL SCIENCE	316.45
				Vendor Total:	2,123.57
00081394	08/21/2025	SCHOOL SPECIALTY LLC	5190	SUPPLIES	532.72
				Vendor Total:	532.72
00081396	08/21/2025	SCREENCASTIFY LLC	3450	SOFTWARE LICENSES	11,433.60
				Vendor Total:	11,433.60
00081301	08/06/2025	SCREENVISION DIRECT INC	3510	ADVERTISING	500.00
00081397	08/21/2025		3510	ADVERTISING	716.33
				Vendor Total:	1,216.33
00005672	08/29/2025	SEMCO ENERGY INC	5510	NATURAL GAS	4,024.33
				Vendor Total:	4,024.33
00081302	08/06/2025	SHREDCORP	3112	CONTRACTED SERVICES	42.00
				Vendor Total:	42.00
00081401	08/21/2025	ST CLAIR ACE HARDWARE	5955	SUPPLIES-MAINTENANCE	78.28
00081401	08/21/2025		5960	SUPPLIES-ATHLETICS	1,879.60
				Vendor Total:	1,957.88
00081303	08/06/2025	ST CLAIR COUNTY RESA	3160	SERVICES-RESA DATA PROCESS	10,956.00
00081402	08/21/2025		3112	CONTRACTED SERVICES	165.63
00081402	08/21/2025		3220	PROF DEVELOPMENT FEES	60.00
00081402	08/21/2025		5210	TEXTBOOKS	533.88
				Vendor Total:	11,715.51
00081403	08/21/2025	ST CLAIR COUNTY TREASURER	0112	TAXES- CHINA TWP.	15,761.53
00081403	08/21/2025		0125	INTEREST TAXES DELINQUENT	142.48
				Vendor Total:	15,904.01
00081326	08/13/2025	ST CLAIR HIGH SCHOOL	9006	PETTY CASH FUNDS	2,000.00
				Vendor Total:	2,000.00
00081405	08/21/2025	ST CLAIR TOWNSHIP	3190	OTHER PROFESSIONAL SERVICES	400.00
				Vendor Total:	400.00
00081406	08/21/2025	TEACHER CURRICULUM	5210	TEXTBOOKS	8,036.70
				Vendor Total:	8,036.70
00081407	08/21/2025	TELNET WORLDWIDE	3410	TELEPHONE/DATA COMMUNICATION	917.42
				Vendor Total:	917.42
00081408	08/21/2025	THE POSITIVITY PROJECT	3450	SOFTWARE LICENSES	3,995.00

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				Vendor Total:	3,995.00
00081409	08/21/2025	THORPE PRINTING SERVICES	7900	OTHER EXPENSES	45.98
				Vendor Total:	45.98
00081304	08/06/2025	THRUN LAW FIRM PC	3170	SERVICES-LEGAL	598.50
				Vendor Total:	598.50
00081413	08/21/2025	TRACY INC	3450	SOFTWARE LICENSES	82.70
				Vendor Total:	82.70
00081306	08/06/2025	TRI COUNTY VAC SERVICES INC	4116	REPAIRS - PLUMBING	645.00
				Vendor Total:	645.00
00081308	08/06/2025	TURFIX LLC	4112	REPAIRS-GROUNDS	6,200.00
				Vendor Total:	6,200.00
00081310	08/06/2025	UNITY SCHOOL BUS PARTS	5730	SUPPLIES-FLEET REPAIR PARTS	396.99
00081415	08/21/2025		5790	SUPPLIES-TRANSPORTATION	342.90
				Vendor Total:	739.89
00081311	08/06/2025	VEX ROBOTICS INC	5190	SUPPLIES	112.77
				Vendor Total:	112.77
00081417	08/21/2025	WARREN WOODS TOWER HIGH	7905	TOURNAMENT	300.00
				Vendor Total:	300.00
00081312	08/06/2025	WATSON BROS SR CO INC	4116	REPAIRS - PLUMBING	525.00
00081418	08/21/2025		4113	REPAIRS - HVAC	612.08
				Vendor Total:	1,137.08
00005679	08/31/2025	WILL SUB PCMI	3113	Contracted Substitute Teachers	628.40
				Vendor Total:	628.40
00081314	08/06/2025	WILSON LANGUAGE TRAINING	3220	PROF DEVELOPMENT FEES	2,700.00
				Vendor Total:	2,700.00
00081315	08/06/2025	WONDERLAND TIRE COMPANY	5720	SUPPLIES-FLEET: Tires-Battery	1,473.75
00081420	08/21/2025		5720	SUPPLIES-FLEET: Tires-Battery	1,465.64
				Vendor Total:	2,939.39
279668	08/22/2025	SCHNEIDER, DIANE M	7412	FEES	78.00
				Vendor Total:	78.00
*****Grand Total					3,840,880.70

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<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00081345	08/21/2025	BLUE WATER FUEL	5710	SUPPLIES-Gas	28.91
				Vendor Total:	28.91
00005673	08/23/2025	BMO	5959	SUPPLIES-MISCELLANEOUS	109.95
				Vendor Total:	109.95
00081262	08/06/2025	BRAVE FIRE PROTECTION LLC	3150	OTHER CONTRACTED SERVICES	72.00
				Vendor Total:	72.00
00005667	08/29/2025	CHARTWELLS	3150	OTHER CONTRACTED SERVICES	18,900.38
00005667	08/29/2025		5610	FOOD	1,262.32
				Vendor Total:	20,162.70
00081354	08/21/2025	D.F. CORPORATION	3150	OTHER CONTRACTED SERVICES	3,676.82
				Vendor Total:	3,676.82
00081272	08/06/2025	DKI INTERNATIONAL INC	3150	OTHER CONTRACTED SERVICES	8,660.00
				Vendor Total:	8,660.00
00081361	08/21/2025	ENDRES INTERIORS INC	3150	OTHER CONTRACTED SERVICES	853.20
				Vendor Total:	853.20
00081279	08/06/2025	GROUND PENETRATING RADAR	3150	OTHER CONTRACTED SERVICES	625.00
				Vendor Total:	625.00
00081282	08/06/2025	JD CONSTRUCTION	3150	OTHER CONTRACTED SERVICES	4,500.00
				Vendor Total:	4,500.00
00081370	08/21/2025	JONES, MICHELLE	0161	FOOD SALES-STUDENT	9.40
				Vendor Total:	9.40
00005671	08/29/2025	RICOH USA INC	4123	REPAIRS-COPIERS/DUPLICATORS	7.13
				Vendor Total:	7.13
00081390	08/21/2025	ROSE PEST SOLUTIONS	4110	REPAIRS-MISC.	522.00
				Vendor Total:	522.00
Total CAFETERIA FUND					39,227.11
*****Grand Total					39,227.11

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<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00005656	08/15/2025	AMAZON CAPITAL SR INC	5190	SUPPLIES	6.98
				Vendor Total:	6.98
00005673	08/23/2025	BMO	4910	OTHER PURCHASED SVC	704.00
00005673	08/23/2025		5190	SUPPLIES	12.00
00005673	08/23/2025		7412	FEES	275.00
				Vendor Total:	991.00
00081352	08/21/2025	CITY OF ST CLAIR	3115	TRANSPORTATION-FIELD TRIPS	328.00
				Vendor Total:	328.00
				Total LATCHKEY FUND	1,325.98
				*****Grand Total	1,325.98

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<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00005674	08/31/2025	HUMANA DENTAL	2133	Dental Claims	25,845.48
00005674	08/31/2025		2134	Dental Admin Fees	2,106.63
				Vendor Total:	27,952.11
				Total INTERNAL SERVICE FUND	27,952.11
				*****Grand Total	27,952.11

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00081410	08/21/2025	THUNDER VALLEY ENTERPRISE	6220	BLDG CONSTR/STRUCT ALTERATIONS	39,144.40
				Vendor Total:	39,144.40
00081307	08/06/2025	TRI-STAR ROOFING &	6310	SITE IMPROVEMENTS-NON-BUILDING	18,600.00
				Vendor Total:	18,600.00
				Total 2006 Sinking Fund	57,744.40
				*****Grand Total	57,744.40

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00081254	08/06/2025	ADVANCED POOL SERVICES INC	6220	BLDG CONSTR/STRUCT ALTERATIONS	9,000.00
				Vendor Total:	9,000.00
00081257	08/06/2025	ARCH ENVIRONMENTAL GROUP	6220	BLDG CONSTR/STRUCT ALTERATIONS	2,417.97
				Vendor Total:	2,417.97
00081342	08/21/2025	AUCH CONSTRUCTION	6220	BLDG CONSTR/STRUCT ALTERATIONS	3,542,968.26
				Vendor Total:	3,542,968.26
00081410	08/21/2025	THUNDER VALLEY ENTERPRISE	6410	EQ & FUR > \$5,000	42,145.00
00081410	08/21/2025		6420	EQUIP & FURN >\$1,000/<\$5,000	1,731.00
				Vendor Total:	43,876.00
00081411	08/21/2025	TOTAL ENVIRONMENTAL	6220	BLDG CONSTR/STRUCT ALTERATIONS	3,010.00
				Vendor Total:	3,010.00
00081414	08/21/2025	UNITED STATES TREASURY	9410	TAX NOTE PAYABLE	1,062,155.32
				Vendor Total:	1,062,155.32
Total 2020 BOND					4,663,427.55
*****Grand Total					4,663,427.55

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<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00005656	08/15/2025	AMAZON CAPITAL SR INC	7920	OTHER STD/SCH ACTY XP	2,378.96
				Vendor Total:	2,378.96
00081341	08/21/2025	ATTACK SPORTS LLC	7920	OTHER STD/SCH ACTY XP	1,214.75
				Vendor Total:	1,214.75
00081261	08/06/2025	BASSETT, MATTI	7920	OTHER STD/SCH ACTY XP	1,840.00
				Vendor Total:	1,840.00
00005673	08/23/2025	BMO	7920	OTHER STD/SCH ACTY XP	2,533.25
				Vendor Total:	2,533.25
00081263	08/06/2025	BSN/PASSON'S/GSC/CONLIN	7920	OTHER STD/SCH ACTY XP	3,933.66
00081347	08/21/2025		7920	OTHER STD/SCH ACTY XP	2,581.23
				Vendor Total:	6,514.89
00081349	08/21/2025	CENTRAL MICHIGAN UNIVERSITY	7920	OTHER STD/SCH ACTY XP	500.00
				Vendor Total:	500.00
00081362	08/21/2025	EXPLORELEARNING LLC	7920	OTHER STD/SCH ACTY XP	3,295.00
				Vendor Total:	3,295.00
00081364	08/21/2025	FROMUTH TENNIS	7920	OTHER STD/SCH ACTY XP	1,419.45
				Vendor Total:	1,419.45
00081278	08/06/2025	GAME ONE	7920	OTHER STD/SCH ACTY XP	860.00
00081365	08/21/2025		7920	OTHER STD/SCH ACTY XP	5,724.00
				Vendor Total:	6,584.00
00081280	08/06/2025	HUJDL	7920	OTHER STD/SCH ACTY XP	10,900.00
00081368	08/21/2025		7920	OTHER STD/SCH ACTY XP	1,799.00
				Vendor Total:	12,699.00
00081284	08/06/2025	JW PEPPER & SONS INC	7920	OTHER STD/SCH ACTY XP	69.00
				Vendor Total:	69.00
00081375	08/21/2025	MACPHERSON, MICHAEL	7920	OTHER STD/SCH ACTY XP	1,200.00
				Vendor Total:	1,200.00
00081290	08/06/2025	MCCULLOCH, MICHELLE	7920	OTHER STD/SCH ACTY XP	1,200.00
				Vendor Total:	1,200.00
00081379	08/21/2025	NEIMAN'S CATERING LLC	7920	OTHER STD/SCH ACTY XP	174.85
				Vendor Total:	174.85
00081381	08/21/2025	OAKLAND UNIVERSITY	7920	OTHER STD/SCH ACTY XP	1,000.00
				Vendor Total:	1,000.00
00081383	08/21/2025	PEPSI-COLA COMPANY	7920	OTHER STD/SCH ACTY XP	832.50
				Vendor Total:	832.50
00081384	08/21/2025	PERFORM-X SPORTS TRAINING	7920	OTHER STD/SCH ACTY XP	125.00
				Vendor Total:	125.00
00081296	08/06/2025	PHASD PRINT SHOP	7920	OTHER STD/SCH ACTY XP	312.96
				Vendor Total:	312.96
00081388	08/21/2025	RIDDELL	7920	OTHER STD/SCH ACTY XP	917.95
				Vendor Total:	917.95

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<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00081393	08/21/2025	SCHOLASTIC	7920	OTHER STD/SCH ACTY XP	962.50
				Vendor Total:	962.50
00081395	08/21/2025	SCREEN & STITCH LLC	7920	OTHER STD/SCH ACTY XP	4,620.00
				Vendor Total:	4,620.00
00081398	08/21/2025	SHERWIN-WILLIAMS CO, THE	7920	OTHER STD/SCH ACTY XP	47.95
				Vendor Total:	47.95
00081399	08/21/2025	SOLITUDE LINKS GOLF	7920	OTHER STD/SCH ACTY XP	2,000.00
				Vendor Total:	2,000.00
00081400	08/21/2025	SORINEX EXERCISE EQUIPMENT	7920	OTHER STD/SCH ACTY XP	13,604.85
				Vendor Total:	13,604.85
00081404	08/21/2025	ST CLAIR GOLF CLUB	7920	OTHER STD/SCH ACTY XP	7,888.80
				Vendor Total:	7,888.80
00081305	08/06/2025	TP LOGOS LLC	7920	OTHER STD/SCH ACTY XP	300.00
00081412	08/21/2025		7920	OTHER STD/SCH ACTY XP	910.00
				Vendor Total:	1,210.00
00081416	08/21/2025	VAGI, OWEN	7920	OTHER STD/SCH ACTY XP	1,500.00
				Vendor Total:	1,500.00
00081313	08/06/2025	WEBSTAIRANT STORE	7920	OTHER STD/SCH ACTY XP	1,329.00
				Vendor Total:	1,329.00
00081419	08/21/2025	WILLIAMS, JANE MARIE	7920	OTHER STD/SCH ACTY XP	100.00
				Vendor Total:	100.00
279895	08/22/2025	BECKER, SHERRI	7920	OTHER STD/SCH ACTY XP	360.29
				Vendor Total:	360.29
279854	08/22/2025	BIALKE, RENEE C	7920	OTHER STD/SCH ACTY XP	359.80
				Vendor Total:	359.80
279947	08/22/2025	MEDINA, ORLANDO M	7920	OTHER STD/SCH ACTY XP	342.02
				Vendor Total:	342.02
279951	08/22/2025	MROUE, DAVID J	7920	OTHER STD/SCH ACTY XP	301.00
				Vendor Total:	301.00
279952	08/22/2025	NICKLES, KRISTY N	7920	OTHER STD/SCH ACTY XP	794.65
				Vendor Total:	794.65
				Total STUDENT ACTIVITY	80,232.42
				*****Grand Total	80,232.42

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 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 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: September 26, 2022

Date revised: October 28, 2024

Date revised:

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;
 - 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: September 26, 2022

Date revised:

Series 3000: Operations, Finance, and Property

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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: September 26, 2022

Date revised: October 28, 2024

Date revised: March 17, 2025

Date revised:

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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: October 28, 2024

Date revised: March 17, 2025

Date revised:

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 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.
2. 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.

B. 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.

C. 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.

D. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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: September 26, 2022

Date revised: April 22, 2024

Date revised: October 28, 2024

Date revised: March 17, 2025

Date revised:



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

This form is being submitted by: _____

Complainant Name: _____

Phone: _____ Email: _____

If the Complainant is a student:

Date of Birth: _____ Grade: _____

School Building Attending: _____

If the Complainant is an employee:

Job Title: _____ Building: _____

Complaint Details

Reporter's Name and Relationship to Complainant: _____

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

Respondent's Name: _____

Respondent's Relationship to Complainant: _____

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

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

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

Signature

Date

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

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

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



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

This form is being submitted by: Complainant Title IX Coordinator

Complainant Name: _____

Contact Information: _____

If the Complainant is a student:

Date of Birth: _____ Grade: _____

School Building Attending: _____

If the Complainant is an employee:

Job Title: _____ Building: _____

Complaint Details

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

Reporter's Relationship to Complainant: _____

Reporter's Contact Information: _____

Respondent's Name (if known): _____

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

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

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

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

Complainant's/Coordinator's Signature

Date

Please submit this form to:

Dawn Demick
Title IX Coordinator
East China School District
1585 Meisner Road
East China, MI 48054
ddemick@ecsd.us
810.676.1030

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

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3118-F-12 Initial Procedures to Be Followed upon a Report of Title IX Sexual Harassment

When a report of Title IX Sexual Harassment is made, the Title IX Coordinator should take all of the following actions. This document is an overview of best practices. It is not intended to limit the District from taking action necessary to address or prevent Title IX Sexual Harassment in its programs and activities.

A similar approach can be used when the District receives a report of other Unlawful Discrimination, harassment, or retaliation.

Initial Steps upon Notice or Report of Sexual Harassment

- Treat the Complainant and Respondent equitably.
- Contact the Complainant (and the Complainant's Parent if Complainant is a minor) to arrange a meeting to discuss the Title IX Sexual Harassment report. This meeting can be in-person, virtual, or via phone.
- Explain that the purpose of the meeting is to review the process for filing a Formal Title IX Complaint and to discuss Supportive Measures that the school may provide with or without a Formal Complaint.
- Schedule a date and time for the meeting as soon as possible.
- Provide a copy of Policy 3118 and a Title IX Formal Complaint Form (3118-F-1) to the Complainant (and Complainant's Parent if Complainant is a minor) either before or at the meeting.

Meeting with the Complainant

- Inform the Complainant (or Complainant's Parent) that the school received notice that the Complainant may have been subject to Title IX Sexual Harassment.
- Explain the process for filing a Formal Complaint and determine whether the Complainant wants to initiate the Grievance Process.
- Explain briefly the Grievance Process that the school must follow once a Formal Complaint is filed so that the Complainant understands the investigation process. The Title IX Coordinator should neither encourage nor discourage the filing of a Formal Complaint. Explain that the Grievance Process contains the following requirements:
 - The school must provide both parties notice of the allegations.
 - The school will assign a trained investigator to conduct an independent, unbiased investigation into the allegations. The investigator may or may not be a school employee.
 - The school is required to keep the Complainant's identity confidential except when information about the Complainant must be disclosed within the Grievance Process or as otherwise required by law. Information about the Complainant, including the Complainant's identity, may be disclosed:

3118-F-12 Initial Procedures upon a Report of Title IX Sexual Harassment

- When providing notice of the allegations to the Respondent (the person alleged to have perpetrated the harassment);
 - When the investigator provides the required equal opportunity for the Parties to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint; and
 - As otherwise required during the investigation.
 - The Respondent is presumed not responsible until the Decision-Maker makes a determination following the investigation.
 - The Grievance Process may take 90-120 days, absent extenuating circumstances.
 - The investigator cannot restrict either party from discussing the allegations or gathering evidence to support the party's case.
 - Retaliation against either party or any witness is strictly prohibited.
- Explain to the Complainant that if the Complainant chooses not to file a Formal Complaint, the school still has an obligation to implement Supportive Measures, as appropriate, and will address all allegations to the best of its ability and to the extent permitted by law. Explain that, in some cases, the Title IX Coordinator may need to sign a Formal Complaint, even if the Complainant does not wish to file one. Further explain that in most cases, a Respondent cannot be disciplined for sexual harassment unless found responsible after an investigation of a Formal Complaint.
- Discuss the availability of Supportive Measures
- Explain that the school is required to provide, as appropriate, non-disciplinary, non-punitive individualized services to the Complainant or Respondent regardless of whether a Formal Complaint is filed.
 - Explain that the purpose of Supportive Measures is to restore or preserve the Complainant's equal access to the school's programs and activities; they are offered without charge; and they are designed to protect the safety of the parties, the educational environment, and to deter harassment.
 - Provide the Complainant examples of available Supportive Measures. Supportive Measures could include but are not limited to: school-provided counseling, class schedule modification, provision of an escort, and mutual no-contact orders.
 - Ask the Complainant and Parents, as appropriate, for their input about the Supportive Measures they believe would be helpful.
 - Offer Supportive Measures, taking into consideration the input of the Complainant and Parents, as appropriate and reasonable.
 - Document the Supportive Measures offered and the Supportive Measures accepted and rejected by the party. If no Supportive Measures are provided, document the reasons why.
- Follow up with written correspondence (e-mail or letter) summarizing the meeting. Include another copy of, or link to, Policy 3118 and the Title IX Formal Complaint Form (3118-F-1).

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3118-F-13 Sample Title IX Investigation Report

[Directions: After the Complainant and Respondent have had at least 10 calendar days to inspect and review all evidence gathered during the investigation, the Investigator must finalize an investigation report. This sample investigation report should guide the Investigator's drafting of the report but may require significant customization depending on the allegations and scope of the investigation. Please consider working with a Thrun Title IX attorney before finalizing this report and distributing it in accordance with your Policy.]

To be sent on District letterhead

Title IX Investigation Report

Investigator Name/Position: _____

Report Date: _____

Complainant Name: _____

Complainant's Advisor (if any): _____

Respondent Name: _____

Respondent's Advisor (if any): _____

Date Formal Complaint Filed: _____

Date of Alleged Unlawful Sexual Harassment: _____

Summary of Allegation: Briefly describe the Complainant and Respondent's relationship to the school (students, staff, etc.) and the specific allegations that were investigated.

Relevant Chronology

Insert dates and a brief description of relevant events that occurred in this investigation, including the dates (if applicable) when:

- the initial report of Title IX sexual harassment was made;
- the conduct was reported to police;
- the Title IX Coordinator conducted the initial "triage" meeting with Complainant and offered supportive measures;
- the Formal Complaint was filed;
- letters notifying the parties of the Formal Complaint and investigation were sent;
- the Investigator was appointed;
- letters were sent to the Complainant and Respondent to schedule interviews;

3118-F-13 Sample Title IX Investigation Report

- the parties and witnesses were interviewed;
- the Investigator communicated with the parties (include all contacts with the Complainant and Respondent);
- the Investigator sent the Complainant and Respondent all of the evidence collected during the investigation and provided notice that they had 10 calendar days to inspect and review the evidence.

Note: This list is not exhaustive. Include all relevant dates for your specific investigation

Witness Interviews

Insert names, dates, and summaries of all interviews. You can include witness summaries within this section or attach the witness summaries to this report.

Other Contacts with Parties

Insert the dates and a brief description of each contact the Investigator had with the Complainant and Respondent.

If this information is included above in the Relevant Chronology, insert this language: "This Investigator's contacts with the parties are summarized above in the Relevant Chronology."

If this information is not included in the Relevant Chronology, include it here.

Evidence

Insert a bulleted list of all evidence that was collected as part of the investigation. This will include any video footage, screen shots, social media pages, communication from parties, written statements, etc. Include each piece of evidence as an exhibit to this report.

Other Information Relevant to this Investigation

Insert a bulleted list of any other information that may be relevant to this investigation, such as whether a witness refused to participate and how many times you attempted to interview that person, whether witnesses were identified that you choose not to interview, etc.

Party Responses to Evidence

On [insert date], this Investigator sent identical copies of the evidence to both Complainant and Respondent along with notice of their respective right to inspect, review, and respond to the evidence. This Investigator advised the parties of their right to consult with an advisor of their choice about the evidence. The Complainant [did/did not] respond to the evidence. The Respondent [did/did not] respond to the evidence. *[If any response was received, insert the following sentence: [This Investigator reviewed and considered [each/the] response before finalizing this report.]]*

If either party responded to the evidence, also indicate the date the response was received and attach the response to the report as an exhibit.

Findings of Fact

3118-F-13 Sample Title IX Investigation Report

Based on a preponderance of the evidence collected during this investigation as summarized in this Investigation Report, this Investigator makes the following findings of fact:

Insert numbered, single-sentences for each fact. Facts should include:

- Whether each allegation did or did not occur, including relevant dates/times.
- The specific information surrounding each allegation.
- Any credibility determinations of parties or witnesses.

Note: This list is not exhaustive. Include all relevant findings of fact that are specific to your investigation. Remember, the Investigator does NOT make a determination of responsibility (i.e. whether the conduct violated the District's Title IX Sexual Harassment Policy). The Decision-Maker makes the determination of responsibility and may choose to adopt or reject any of the Investigator's findings of fact, and make his/her own findings of fact.

Title IX Board Policy Considerations:

Insert your Board's definition of Title IX sexual harassment, including the Board Policy number and title.

Referral to Decision-Maker

Note: Follow Board Policy on how to deliver the Investigation Report to the parties, their advisors (if any), and the Decision-Maker. This Investigation Report was sent to both parties and their advisors (if any) and to the Decision-Maker or Title IX Coordinator, as required by Board Policy. Before making a final determination of responsibility, the Decision-Maker will afford each party an opportunity to submit written, relevant questions that a party wants asked of any party or witness; provide each party with the answers; and allow for additional, limited follow-up questions from each party. The parties will have at least ten calendar days to review and respond to this Investigation Report before the Decision-Maker renders a final determination of responsibility.

Index of Exhibits

Insert a list of exhibits that will be attached to this report.

Investigator Signature*

Date

*By my signature, I assert that I do not have a bias or conflict of interest for or against Complainant or Respondent specifically, nor do I have a general bias or conflict of interest for or against parties to a Title IX grievance process, whether complainants or respondents. I further assert that I have, at all times, endeavored to conduct this investigation fairly and impartially by giving both parties an equal opportunity to provide inculpatory and exculpatory evidence and to review and respond to the evidence. During the investigation, when finalizing this report, and when making findings of fact, I operated under the presumption that Respondent is not responsible for the alleged conduct.

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3100 General Operations

3121 *Intentionally Left Blank*

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3201 Accounting

A. Financial Accounting

1. The District will maintain complete financial accounting records using the charts of accounts approved and published by MDE. The District will implement an accounting system as prescribed by MDE and the Michigan Public School Accounting Manual (Bulletin 1022).
2. The District's fiscal and accounting year will begin each year on July 1.
3. The District will have a certified public accountant audit its financial records at least annually.

B. Pupil Accounting

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

Legal Authority: MCL 380.1223, 380.1133, 380.1281, 380.1284; MCL 388.1606, 388.1613, 388.1618, 388.1701; Mich Admin Code R 340.1 et seq., 340.851 et seq.

Date adopted: September 26, 2022

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 Superintendent, Finance Director, 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 \$5,000.

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: October 28, 2024

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: September 26, 2022

Date revised: October 28, 2024

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.

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. 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: September 26, 2022

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3301 Purchasing and Procurement

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

A. Responsibility for Purchasing

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

B. When Competitive Bidding is Required

1. The District must competitively bid the purchase of an item or group of items costing an amount equal to or greater than the then-current state bid threshold published annually by MDE.
2. The District does not need to competitively bid a purchase in an emergency or if competitive bidding is not required by law.
3. The District will not artificially segregate purchases into smaller orders to avoid the bid threshold.

C. Bidding Procedure

1. The District may competitively bid a purchase using 1 or more of the following methods:
 - a. requesting written price quotations from at least 3 known and practical vendors of an item;
 - b. distributing a request for proposals to at least 3 known and practical vendors of an item;
 - c. posting a request for proposals on the District's website or any other website that regularly informs vendors of bid opportunities;
 - d. selecting a contract awarded to a winning bidder under a bid process operated by a reputable bid cooperative if the District determines, after reasonable due diligence, that the bid procedure used by the bid cooperative was fair and open, resulted in a bid award to the lowest responsible bidder, and the contract price is comparable to current market rates for the purchased item; or

- e. any other process, in the Superintendent's or designee's discretion, that is likely to result in at least 3 known vendors providing bids for the item sought, regardless of whether at least 3 bids are actually received.
2. Each bidder responding to a request for proposals must certify that it is not an Iran-linked business as defined by MCL 129.312.
 3. Awarding Bids
 - a. If competitive bidding is required by law, any contract must be awarded by the Board to the lowest responsible bidder.
 - b. In determining bidder responsibility, the District may take 1 or more of the following into account:
 - the District's experience with the bidder;
 - others' experience with the bidder;
 - the bidder's history of satisfactory performance or questionable litigation, protests, or disputes;
 - the bidder's capitalization and solvency;
 - the length of time the bidder has been engaged in its business;
 - the recommendation of the District's professional consultants; and
 - any other factor consistently and lawfully applied.
 - c. In any bid procedure, the District reserves the right to reject any or all bids or waive any informalities or irregularities in the bid process.

4. Michigan-Based Business Preference

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

D. Purchases Using State Aid Act Funds

1. The District will not use state aid to purchase foreign goods or services if American goods or services are available, competitively priced, and of comparable quality.
2. The District will give a preference to goods or services manufactured or provided by Michigan businesses if competitively priced and of comparable quality.

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

E. Purchases Using Federal Funds

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

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

Date adopted: September 26, 2022

Date revised: October 28, 2024

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 \$10,000 (micro-purchases)

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

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

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

3. Purchases over \$250,000

- a. The District must either receive sealed bids through formal advertising or prepare a comprehensive request for proposals and submit it to at least 5 sources.
- b. With either method, the District will perform a price analysis, making an independent estimate of costs before receiving bids.

- 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: September 26, 2022

Date revised: April 22, 2024

Date revised:

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. 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.
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: September 26, 2022

Date revised: October 28, 2024

Date revised:

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. 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: September 26, 2022

Date revised: October 28, 2024

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 Operations 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: September 26, 2022

Date revised: April 22, 2024

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. Reserved.
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;

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. Reserved:
 - a. Reserved;
 - b. Reserved;
 - c. Reserved;
 - d. Reserved.

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: September 26, 2022

Date revised: October 28, 2024

Date revised:

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, 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;
- 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
- 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: September 26, 2022

Date revised: April 22, 2024

Date revised: October 28, 2024

Date revised: March 17, 2025

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: September 26, 2022

Date revised: April 22, 2024

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: October 28, 2024

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 forward from the date the employee first takes FMLA leave.
- 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 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 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: September 26, 2022

Date revised: October 28, 2024

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 biennially, but if the teacher is not rated as effective on one of the biennial 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: September 26, 2022

Date revised: February 5, 2024

Date revised: October 28, 2024

Date 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: September 26, 2022

Dated revised: February 5, 2024

Dated 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: September 26, 2022

Date revised: February 5, 2024

Date revised: October 28, 2024

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.

Legal authority: MCL 38.81 et seq., 38.91 et seq.

Date adopted: September 26, 2022

Date revised: February 5, 2024

Date revised: October 28, 2024

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4104-F-1 Employment Complaint Procedure

Investigation Checklist

Complainant's Name: _____

Complainant's Protected Class
(for Discrimination/Harassment/Retaliation
Claims): _____

Nature of Allegation(s): _____

Date/Time of Alleged Incident(s): _____

Name/Title of Investigator: _____

The Investigator may include the following information in the investigation report:

- Information about when the complaint was received and who received the complaint
- Description of incident(s)
- Complainant(s) and Respondent(s) name(s) and identifying information
- List of potential witness and identifying information
- References to applicable Policies and legal standards
- Summary of witness interviews, if applicable
- List or summary of relevant evidence considered (written statements and relevant documentation should be filed with the investigation report)
- Determination whether the allegations were substantiated in full or in part
- Action taken by the District, if any

This Investigation Checklist is to be used to gather information only and does not limit the scope of any investigation. The Investigator may supplement this checklist.

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4104-F-2 Employment Complaint Procedure-Sample Outcome Letter to Complainant/Respondent

To be sent on District letterhead.

[Date]

[Name & Address]

Re: [Pick one: Discrimination/Harassment/Retaliation] Complaint

Dear [Name]:

Pursuant to Policy [Number], the District has concluded its investigation of a complaint of [Pick one or both: (1) protected class discrimination/harassment] and/or (2) retaliation], filed with [] on [Date]. The complaint alleged:

[Insert description of complaint]

[Do not use the name(s) of the complainant(s) or witness(es) in description]

Following an investigation, the District determined:

[Insert description of findings]

The District will take the following actions:

[Insert a broad description of action]

The District prohibits retaliation against any person who files a complaint or who cooperates with an investigation. A copy of the District's Policy is enclosed.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Dawn Demick

[Note: This document is only a template. The letter's content should be individualized for each investigation and placed on District letterhead. In some cases, it will be necessary to include additional information. Enclose a copy of Policy 4101, 4102, 4103, or 4104 with this letter, as appropriate.]

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. Reserved.

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: September 26, 2022

Date revised: October 28, 2024

Date revised:

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
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: September 26, 2022

Date revised: April 22, 2024

Date revised: October 28, 2024

Date revised: March 17, 2025

Date revised:

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. 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.
6. Reserved

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: September 26, 2022

Date revised: October 28, 2024

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5405 Title I Parent and Family Engagement Policy

A. Development and Annual Review

This Policy will be jointly developed and annually reviewed, amended, and distributed to Parents and family members of participating students and the local community in an understandable format, and to the extent practicable, in a language the Parents can understand.

Parents and family members must have opportunities for meaningful input during the annual review process. Information about how Parents and families may provide input will be posted on the District's website. The annual review of this Policy's content and effectiveness will be used to design evidence-based strategies for more effective parental involvement, to revise this Policy, and to remove barriers to Parent and family participation.

This Policy includes a School-Parent Compact jointly developed by the District and Parents that outlines how the Title I school, Parents, and students share responsibility for improved student academic achievement and the means by which the school and Parents build and develop a partnership to help students achieve state education standards.

B. Parent and Family Engagement

The District recognizes the unique needs of students served in its Title I program and the importance of Parent and family engagement in the Title I program.

1. Parent and family engagement means the participation of Parents through regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring that:
 - a. Parents play an integral role in assisting their child's learning;
 - b. Parents are encouraged to be actively involved in their child's education at school;
 - c. Parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child; and
 - d. other activities, such as those described in section 1116 of the Elementary and Secondary Education Act (ESEA) are carried out.
2. Parent and family engagement activities are required under this Policy and include, for example, activities such as:
 - a. an annual school meeting to: inform Parents of their school's participation under Title I, Part A; clarify the requirements of Title I, Part A; and explain Parents' right to be involved. Additional meetings may be scheduled, based on need and interest;
 - b. providing Parents information about the school's Title I, Part A programs, including a description of the school's: curriculum, forms of academic assessment used to measure student progress, proficiency levels students are expected to meet, achievement levels

of the state academic standards, and coordination and integration with other federal, state, and District programs;

- c. opportunities to participate in activities to build Parent involvement capacity, such as training and providing materials to help Parents to work with their students to improve achievement and encouraging volunteer work at the school as appropriate;
- d. opportunities for Parent-teacher conferences, in addition to those regularly scheduled by the District, if requested by the Parents or as deemed necessary by District staff;
- e. coordination and integration of parental involvement programs and activities with other community programs. These may include cooperation with community programs such as Head Start, preschools, and other community services; and
- f. educating teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of Parents, in the value and utility of parental contributions, how to reach out to, communicate with, and work with Parents as equal partners.

All Parents, including those with limited English proficiency, disabilities, or limited literacy and those who are economically disadvantaged, of a minority background, or migratory, will have opportunities to participate in Title I parent engagement activities.

Communication to Parents about student progress and other Title I matters will be provided in a language the Parent can understand, to the extent practicable. Responses to Parent concerns will be provided in a timely manner.

C. District Obligations

The District will:

1. operate programs, activities, and procedures for the involvement of Parents in all its schools with Title I, Part A programs. Those programs, activities, and procedures will be planned and operated with meaningful consultation with Parents of participating children;
2. work with its schools to ensure that school-level Parent and family engagement practices are implemented appropriately, and include, as a component, the School-Parent Compact;
3. incorporate this Policy into its LEA plan developed under section 1112 of the ESEA;
4. provide opportunities for the informed participation of all Parents and family members, by providing information and school reports as required by law in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language Parents understand; and
5. if the LEA plan developed under this Policy is not satisfactory to the Parents of participating children, submit Parent comments when it submits the plan to the Michigan Department of Education.

D. Implementation

1. The District will take the following actions to involve Parents in the joint development of this Policy:
 - See below, Parent and Family Engagement Plan

2. The District will provide the following coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective Parent and family engagement activities to improve student academic achievement and school performance:
 - See below, Parent and Family Engagement Plan
3. The District will take the following actions to conduct, with the involvement of Parents, an annual evaluation of the content and effectiveness of this Policy:
 - See below, Parent and Family Engagement Plan
4. To encourage strong Parent and family engagement, the District will:
 - a. hold an informational meeting at least annually to explain this Policy and the school's Title I programming. All Parents of participating students will be invited to this meeting. Invitations may take the form of notes sent with students, announcements in the school newsletter, and notice posted on the school's website;
 - b. provide assistance to Parents and children served by the District in understanding topics such as:
 - state academic standards;
 - state and local academic assessments including alternate assessments;
 - Title I, Part A requirements;
 - child progress monitoring; and
 - collaboration with educators.
 - c. provide materials and training to help Parents work with their children to improve academic achievement and use technology to foster Parent and family engagement by:
 - See below, Parent and Family Engagement Plan
 - d. educate Employees on how to communicate and work with Parents as equal partners, implement Parent programs, and build ties between Parents and schools by:
 - See below, Parent and Family Engagement Plan
 - e. to the extent feasible and appropriate, coordinate and integrate Parent and family engagement programs and activities with other relevant federal, state, and local programs, and conduct other activities, such as parent resource centers, that encourage and support Parents in participating in the education of their children, by:
 - See below, Parent and Family Engagement Plan
 - f. ensure that information related to the District and Parent programs, meetings, and other activities is sent to the Parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the Parents can understand by:
 - See below, Parent and Family Engagement Plan

East China School District Parent and Family Engagement Plan

In accordance with The No Child Left Behind Act of 2001 (NCLB) & Every Student Succeeds Act of 2015 (ESSA)

Parents, staff, and the building administrator have developed this Parent and Family Engagement Plan in accordance with NCLB Section 1118 and ESSA Section 1116 activities which are accomplished at the East China School District in the ways listed in each section.

ESSA Section	Ways in Which East China School District Staff Accomplish these Activities
1116 (c)(1) Convene an Annual Title I Parent Meeting at a time convenient to parents to inform parents of the Title I requirements and their right to be involved	An annual meeting is held which includes information for parents on: <ul style="list-style-type: none"> ● Back to School Open Houses at St. Clair River Elementary and Belle River Elementary
1116 (c)(2) Offer flexible number of meetings at times convenient to parents and provide transportation, child care, or home visits as it relates to parent involvement	Meetings are offered at times convenient for parents and if needed, transportation, child care, and home visits can be arranged: <ul style="list-style-type: none"> ● PTO Meetings held at ALL buildings throughout the year; with childcare provided (NHS students) ● Superintendent’s Advisory Committee (Monthly Meetings for Parents)
1116 (c)(3) Involve parents in an organized, ongoing, and timely way in the planning, reviewing, and improvement programs under Title I, including the development of the Parent Involvement Plan and schoolwide Plan	Parents are involved in the development of the school improvement plan and Title I Program development in the following ways: <ul style="list-style-type: none"> ● Title Consensus Meetings ● PTO Meetings ● Surveys Connected to Newsletters ● Post Title Event Surveys
1116 (c)(4)(A) Provide parents of Title I children timely information	Parents are provided information regarding the school programs in the following ways: <ul style="list-style-type: none"> ● Back to School Open Houses ● Title I STEAM Nights ● District and Building Newsletters ● Seesaw/Remind/Bloomz/Google Classroom/Skyward
1116 (c)(4)(B) Provide parents of Title I children a description and explanation of the curriculum used at the school, the forms of academic assessment used to measure progress, and the proficiency levels students are expected to meet	Parents are provided information about the school’s curriculum, assessments, and proficiency level expectations in the following ways: <ul style="list-style-type: none"> ● Skyward Communication ● Administrator Notes Home (Building and District) ● Google Classroom ● NWEA Parent Letter/OCR, Math Expressions, Amplify, Mi-STAR Parent Letters
1116 (c)(4)(C) Provide parents of participating Title I students opportunities for regular meetings to formulate suggestions, to participate in decision making as it relates to their child’s education, and to respond to any suggestions as soon as possible	Parents have opportunities to share suggestions, participate in decision making, and respond to any suggestions in the following ways: <ul style="list-style-type: none"> ● Post event surveys made available to all stakeholders ● PTO Meetings ● Parent Advisory Committee w/ District Leadership
1116 (c)(5) Ensure that if the schoolwide plan is not satisfactory to parents of participating students, submit any parent comments on the	If parents are not satisfied with the school improvement plan or programs, they have opportunities to make comments by: <ul style="list-style-type: none"> ● Surveys/Questionnaires to Building Leadership ● Board Meeting Public Comment ● Parent/Superintendent Advisory Committee

plan when the school makes the plan available to the Local Education Agency	
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ESSA Section	Ways in Which East China School District Staff Accomplish these Activities
1116 (d)(1) Jointly, with parents, develop a school-parent compact that outlines how the entire school staff, parents, and students will share the responsibility for improved student academic achievement	<ul style="list-style-type: none"> The School-Parent Compact was developed jointly
1116 (d)(2)(A) Include a schedule for Elementary Parent/Teacher Conferences, at least annually, during which the Compact will be discussed with parents as it relates to the individual child's achievement	<ul style="list-style-type: none"> The Parent/School Compact will be shared annually at Parent/Teacher Conferences each fall. This is an opportunity for the parents and the teacher to share ways in which they can jointly support the child's learning at home and school.
1116 (d)(2)(B) Provide frequent reports to parents on their child's progress	<p>Student progress is reported to parents in several different ways at a variety of time throughout the school year including:</p> <ul style="list-style-type: none"> Skyward Grades NWEA/Acadience/M-STEP/PSAT Parent Reports Report Cards Communication Apps w/ Families: Bloomz, Remind, Google Classroom
1116 (d)(2)(C) Afford parents of children receiving Title I services, reasonable access to staff, opportunities to volunteer, and participate in their child's class, and observation of classroom activities	<p>School staff ensure parents have access to communicate with them about their child's education in a variety of ways including:</p> <ul style="list-style-type: none"> Seesaw and Remind (2 way communication apps) Skyward Messenger (2 way communication) Email Correspondence and Phone Calls
1116 (d)(2)(D) Ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand	<p>School staff ensures regular two-way communication between staff and family by:</p> <ul style="list-style-type: none"> Promoting Seesaw, Remind, Google Classroom Usage and Communication
1116 (e)(1) Shall assist parents served by the school in understanding the State's academic content standards, the State and Local assessments, and how to monitor their child's progress	<p>School staff annually shares the State's content expectations with parents, the state's annual assessment (MEAP) with parents, and how to monitor their child's progress.</p> <ul style="list-style-type: none"> Google Classroom, Class Dojo, Curriculum Website, Remind Mailed home to all families of students completing the assessment
1116 (e)(2) Shall provide materials and training to help parents work with their children at home to improve their children's achievement	<p>Staff will provide parents with appropriate materials and offer training in our school to enable them to support their child's academic progress. These include:</p> <ul style="list-style-type: none"> Book Bags Parent Letters and Activities for all Core K-8 Academic Material Sent Home
1116 (e)(3) Shall educate staff in the value and utility of parents' contributions. Staff shall receive guidance in ways to reach out to parents, to communicate with parents, to coordinate and implement parent	<p>On-going professional development for staff on effective ways to increase parent involvement occurs annually.</p> <ul style="list-style-type: none"> Seesaw training 5D (Teacher Evaluation System) Training on Parent/Family Engagement → Focus Area for the district

involvement programs, and to build relationships between the parents and the school.	
1116 (e)(4) Shall coordinate and integrate parent involvement programs and activities with other programs that encourage and support parents in more fully participating in the education of their children	Coordination with other programs for parent involvement includes: <ul style="list-style-type: none"> ● Parent/Superintendent Advisory Committee ● PTO at each building in district

ESSA Section	Ways in Which East China School District Staff Accomplish these Activities
1116 (e)(5) Shall ensure information is shared with parents in a language and format they can understand	Information is shared with parents in a language and format they can understand. Examples include: <ul style="list-style-type: none"> ● ECSD ELL Coordinator facilitates language barrier concerns/considerations
1116 (e)(14) Shall provide other reasonable support for parental involvement activities as parents may request	Parents are provided with other reasonable support such as: <ul style="list-style-type: none"> ● Special Education Department and ELL Coordinator help facilitate additional parental supports on a case-by-case basis
1116 (f) Shall provide full opportunities for participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children	Staff provide opportunities for full parent participation: <ul style="list-style-type: none"> ● PTO, Holiday Parties, Engagement Night Activities, ELL Coordinator Facilitation, Special Education Director Facilitation

Legal Authority: 20 USC 6318

Date adopted: September 26, 2022

Date revised: October 28, 2024

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: September 26, 2022

Date revised: October 28, 2024

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5411 Student Promotion, Retention, and Placement

The District has the sole discretion to make promotion, retention, and placement decisions for its students, consistent with state and federal law. The District may consider Parent requests that a student be placed in a particular classroom, building, educational program, or grade.

A. Student Promotion and Retention

The building principal will attempt to consult with a student's Parent before deciding to retain a student, advance a student to the next grade mid-year, or allow a student to skip a grade level. If the Parent disagrees with the building principal's decision about promotion or retention, the Superintendent or designee will make the final decision.

B. Student Placement

The Superintendent or designee will determine a student's classroom and building placement based on District needs, available space, and educational expertise, consistent with state and federal law. The District's placement decision is final. Nothing in this section may be construed to limit or modify rights under state or federal laws applicable to students with disabilities, including the right to have placement decisions made by an IEP or Section 504 Team.

C. Intradistrict Choice

A student who is the victim of a violent criminal offense at school may transfer to another public school in the District, if available. A student who is attending a persistently dangerous school may transfer to another public school in the District, if available. The Superintendent or designee will notify Parents if their student is eligible to transfer under this Policy.

This Policy incorporates the definitions for "violent criminal offense" and "persistently dangerous school" contained in the Michigan State Board of Education's Statewide Safe School Choice Policy.

D. Nontraditional Programs

The District may operate nontraditional programs to meet the needs of all students. Nontraditional programs may include alternative education or virtual settings. The building principal or designee will attempt to consult with a student's Parent before finalizing a decision to move a student to a nontraditional program. If the Parent disagrees with the building principal's or designee's decision, the Superintendent or designee will make the final decision, consistent with applicable law. Nothing in this section may be construed to limit or modify rights

under state or federal laws applicable to students with disabilities, including the right to have placement decisions made by an IEP or Section 504 Team.

E. Reserved

Legal authority: 20 USC 7912; MCL 380.1278a, 380.1278b, MCL 388.1621f

Date adopted: September 26, 2022

Date revised: April 22, 2024

Date revised: October 28, 2024

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).

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.

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: September 26, 2022

Date revised: October 28, 2024

Date Revised:

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5421 *Work-Based Learning Experience*

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 may be paid or unpaid.

The Superintendent will designate a WBL Coordinator. 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: September 26, 2022

Date revised: October 28, 2024

Date revised:

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 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: September 26, 2022

Date revised: October 28, 2024

Date revised:

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: September 26, 2022

Date revised: October 28, 2024

Date revised:

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.

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: September 26, 2022

Date revised: February 5, 2024

Date revised: October 28, 2024

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5712 Concussion Awareness

- 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: September 26, 2022

Date revised: February 5, 2024

Date revised: October 28, 2024

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5405-F-1 School-Parent Compact

School-Parent Compact

See Attached.

Legal authority: 20 USC 6318

Date adopted:

Date revised:



Belle River Elementary School staff, parents, and community work together to ensure that each child achieves his/her full potential. We share the responsibility for creating a safe, secure environment which promotes learning and helps students to learn and understand the school rules of being **Responsible, Respectful, Safe, and a Good Friend**.

Parent/Guardian Agreement

As parents we are committed to:

- Ensuring that my child is punctual and attends school regularly.
- Ensuring that my child gets 10-11 hours of sleep per night.
- Supporting the school in its efforts to maintain proper discipline.
- Encouraging my child to do his/her best.
- Promoting positive attitudes towards learning.
- Attending parent-teacher conferences and other school functions.
- Completing all necessary documentation and applications required to attend school functions.
- Abiding by all volunteer guidelines when attending school functions.
- Checking student progress regularly on Skyward.
- Communicating with teachers and school staff.
- Establishing a time for sharing daily school experiences and/or completing homework.
- Reading to and with my child.
- Setting screen time limitations/ encouraging responsible use of technology.
- Providing nutritious meals.
- Being respectful of the school's non-food birthday treat rule.
- Ensuring that my child is dressed appropriately according to the weather/district dress code.

Parent/Guardian Signature: _____

Student Agreement

As a student I will:

- Come to school each day on time.
- Get enough sleep each night.
- Work to the best of my ability.
- Complete and return homework on time.
- Show respect for myself, my school and others. (Use good manners)
- Follow the school rules: Be Responsible, Be Respectful, Be Safe & Be a Good Friend.
- Have a great attitude about learning.
- Responsibly use technology.
- Seek help immediately from a staff member if I have concerns/ problems.
- Use good manners when eating at school and be prepared and responsible during lunch time.
- Dress appropriately according to the weather/district dress code.

Student Signature: _____

Teacher and Principal Agreement

As a school we are committed to:

- Providing a caring environment where students love to learn.
- Modeling a safe community where students learn to value and respect one another.
- Believing all students can learn.
- Having high expectations for myself and my students by using a variety of teaching strategies that meet the needs of all students.
- Opening lines of communication to build relationships with students, parents, and community.
- Providing multiple avenues for parents/families to receive important information (Emails, phone calls, Remind app, and Skyward messaging, weekly Smore Newsletter).
- Involving parents in the learning process.
- Creating opportunities (classroom parties, evening family events, STEAM Night, field trips, One School, One Book) where parents can volunteer and participate with their children.
- Demonstrating respect for students, parents, other staff members and our school community.
- Using technology daily to meet the needs of the 21st Century Learner.
- Providing a professional learning community where we continue to grow as educators.

Teacher Signature: _____

Principal Signature: _____

Working Collaboratively to Ensure ALL Students Learn!

St. Clair River Elementary School staff, parents, and community work together to ensure that each child achieves his/her full potential. We share the responsibility for creating a safe, secure environment which promotes learning and helps students to learn and understand the school rules of being **Responsible, Respectful, Safe, and a Good Friend**.

Parent/Guardian Agreement

As parents we are committed to:

- Ensuring that my child is punctual and attends school regularly.
- Ensuring that my child gets 10-11 hours of sleep per night.
- Supporting the school in its efforts to maintain proper discipline.
- Encouraging my child to do his/her best.
- Promoting positive attitudes towards learning.
- Attending parent-teacher conferences and other school functions.
- Checking student progress regularly on Skyward.
- Communicating with teachers and school staff.
- Establishing a time for sharing daily school experiences and/or completing homework.
- Reading to and with my child.
- Setting screen time limitations/ encouraging responsible use of technology.
- Providing nutritious meals.
- Ensuring that my child is dressed appropriately according to weather/district dress code.

Parent/Guardian Signature: _____

Student Agreement

As a student I will:

- Come to school each day on time.
- Get enough sleep each night.
- Work to the best of my ability.
- Complete and return homework on time.
- Show respect for myself, my school and others. (Use good manners)
- Follow the school rules: Be Responsible, Be Respectful, Be Safe & Be a Good Friend.
- Have a great attitude about learning.
- Responsibly use technology.
- Seek help immediately from a staff member if I have concerns/ problems.
- Use good manners when eating at school and be prepared and responsible during lunch time.
- Dress appropriately according to weather/district dress code.

Student Signature: _____

Teacher and Principal Agreement

As teachers we are committed to:

- Providing a caring environment where students love to learn.
- Modeling a safe community where students learn to value and respect one another.
- Believing all students can learn.
- Having high expectations for myself and my students by using a variety of teaching strategies that meet the needs of all students.
- Opening lines of communication to build relationships with students, parents and community.
- Involving parents in the learning process.
- Demonstrating respect for students, parents, and our school community.
- Using technology daily to meet the needs of the 21st Century Learner.
- A professional learning community where we continue to grow as educators.

Teacher Signature: _____

Principal Signature: _____

Working Collaboratively to Ensure ALL Students Learn!

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5409-F Graduation Requirements Checklist

The District establishes the following graduation requirements for all students:

Michigan Merit Curriculum

- English Language Arts – 4 credits
 - Proficiency in State Content Standards for ELA (4 credits).
- Mathematics – 4 credits
 - Proficiency in State Content Standards for Math (3 credits); and
 - Proficiency in District-approved Math credit option (1 credit).
 - Student MUST successfully complete a District approved math-related course in final year of high school.
- Science – 3 credits
 - Proficiency in State Content Standards for Science (3 credits); or
 - Proficiency in State Content Standards for Science (2 credits) and completion of MDE-approved formal CTE program (1 credit).
- Physical Education/Health – 1 credit
 - Proficiency in State Content Standards for Physical Education and Health (1 credit); or
 - Proficiency in State Content Standards for Health (½ credit) and District-approved extracurricular activity involving physical activities (½ credit).
- Social Science – 3 credits
 - Proficiency in State Content Standards for Social Science.
 - Must include at least one semester of Civics (unless student is enlisted or inducted in military service)
- World Languages – 2 credits
 - Formal coursework or equivalent learning experience (2 credits); or
 - Formal coursework or equivalent learning experience (1 credit) and completion of MDE-approved formal CTE program or additional visual, performing, and applied arts credit (1 credit).
- Visual, Performing, Applied Arts – 1 credit
 - Proficiency in State Content Standards for Visual, Performing, and Applied Arts (1 credit).

5409-F Graduation Requirements Checklist

- Personal Finance – ½ credit

The Board authorizes a student to complete Personal Finance in lieu of:

- Math (½ credit);

Additional District Requirements

Four additional District elective courses.

Total Number of credits required: 22

These graduation requirements may be modified through a valid personal curriculum as described in Policy 5409.

The building administrator may waive any or all of the additional District requirements if, in the administrator's sole determination, extenuating circumstances exist which may include prolonged illness, death of immediate family member, or for another reason that may warrant a personal curriculum pursuant to Policy 5409.

Testing Out

Students who are not enrolled in a course may test out of a course. A student who seeks to test out must demonstrate that the student has a reasonable level of mastery over the subject matter and meets or exceeds the content expectations associated with the course subject.

- Testing out can only occur at the end of a semester.
- A student will have one opportunity to test out of a course. Students will not be permitted to retake the test out exam.

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5416-F Homebound and Hospitalized Instruction Request Form

Parent & Physician* Referral for Homebound/Hospitalized Services

*Physician must be an M.D. or D.O. A licensed physician assistant or nurse practitioner certification must bear the signature of an M.D. or D.O. Psychologists, chiropractors, or other professionals may not certify a person as eligible for homebound services.

To be completed by the Parent:

Parent Names(s): _____

Student Name: _____ Birthdate: _____

School: _____

Address: _____ Contact Phone: _____

Days/times during the school day when adult supervision is in the home: _____

is below:

	My child has a medical condition that prevents school attendance for any part of the school day, and I am requesting homebound services.
	I understand that homebound and hospitalized services are a guided self-study program designed to help my student keep up with schoolwork while my student is unable to attend school. I also understand that my student will be required to do schoolwork outside of scheduled teacher sessions to make progress.
	I understand that I may be required to participate in a meeting with school staff to develop the homebound program. Secondary students and students with long-term illnesses may require a schedule change or course reduction for this semester to help my student keep up with schoolwork.
	I understand that I will need to provide supervision during teacher interactions and support my student with learning activities outside of those interactions.
	I give consent for school personnel to contact my student's physician about the student's medical condition and my student's continuing eligibility for homebound or hospitalized services.

Parent Signature

Date

5416-F Homebound and Hospitalized Instruction Request Form

To be completed by the Physician*:

Medical Condition: _____

Reason(s) why the student cannot attend school: _____

Probable length of time for homebound services: _____

- I certify that the above-named student has a medical condition that requires the student to be hospitalized or confined to the home during regular school hours for a period longer than five school days. I understand that a student who can attend school for any part of the school day is not eligible for homebound or hospitalized services.
- I understand that the school will provide the above-named student a minimum of 90-120 minutes of instruction per week and certify that the above-named student can participate in instructional activities while at home or in the hospital.
- I understand that the Parent has given consent for school personnel to contact me about the student's medical condition and the student's continued eligibility for homebound services.

Print Physician's* Name: _____ Phone: _____

Physician* Signature Date

5602-F-3 Independent Educational Evaluation (IEE) Response – Deny Request

To be sent on District letterhead.

[Date]

[Parent's Name]
[Parent's Address]

Re: Request for Independent Educational Evaluation (IEE) – [Student's Name]

Dear [Parent's Name]:

This letter responds to your request for an independent educational evaluation (IEE) at public expense for your student, which was received by the District on [date] and constitutes the District's prior written notice under 34 CFR 300.503.

After reviewing the District's evaluations of the student and other education records, the District believes that its evaluations for your student are appropriate. The District, therefore, denies your IEE request and will initiate a due process hearing to demonstrate the appropriateness of the District's evaluations as is required by law. A copy of the due process complaint will be sent to you separately.

We remain open to discussing your concerns about the District's evaluations to see if we can resolve this dispute without resorting to a due process hearing. Please contact me if you are interested in trying to resolve this matter without a hearing.

Finally, enclosed with this letter is a copy of Notice of Procedural Safeguards, which describes the rights and obligations of Parents of students with disabilities. If you need assistance in understanding these safeguards, the IEE, or hearing process, you may contact one of the following free or low-cost legal and non-legal resources:

Michigan Alliance for Families
(800) 552-4821
www.michiganallianceforfamilies.org

Disability Rights Michigan
(800) 288-5923
www.drmich.org

Sincerely,

Terry Wedge
810.676.1015

Enclosures: Notice of Procedural Safeguards

Series 5000: Students, Curriculum, and Academic Matters

5600 Student Support Services

5602-F-6 Credentials for Independent Evaluators

The independent evaluator(s) must possess credentials which are equivalent or superior to those credentials required of public school employees. The following are the credentials established by the state for special education personnel, including evaluators:

Examiner	License, Certificate, Approval, or Registration Required
School Psychologist	MDE Certification
Psychologist	Fully Licensed Psychologist by the State of Michigan
School Social Worker	MDE Approval
Teacher of the Speech and Language Impaired	MDE Certification
Speech Pathologist	Certified by the American Speech-Language-Hearing Association (ASHA) and licensed by the State of Michigan
Occupational Therapist	Licensed by the State of Michigan
Physical Therapist	Licensed by the State of Michigan
Audiologist	Licensed by the State of Michigan
Music Therapist	Certified by the Certification Board for Music Therapists
Orientation & Mobility Specialist	Certified by Academy for Certification of Vision Rehabilitation & Education Professionals
Art Therapist	Certified by Art Therapy Credentials Board (ATCB)

Other types of evaluators must meet criteria or licensing as established by their professions. These may include, but are not limited to: psychiatrist, neurologist, orthopedic surgeon, internist, pediatrician, ophthalmologist, optometrist, otolaryngologist, and otologist.

Series 5000: Students, Curriculum, and Academic Matters

5600 Student Support Services

5603-F-12 Section 504 Grievance Procedure

The District has, consistent with Policies 3115-3115H and 5202, adopted the following Grievance Procedure for addressing complaints alleging disability discrimination or harassment under Section 504 perpetrated by employees, students, or third parties. A person is not required to use this procedure and may instead file a complaint directly with the U.S Department of Education's Office for Civil Rights, 1244 Speer Boulevard, Suite 310, Denver, Colorado, 80204-3582.

Step 1: A person who believes that he/she has been discriminated against by the District is encouraged, but is not required, to discuss the matter informally with the appropriate building principal.

- A. If the building principal is the subject of the complaint, the grievant may, instead, contact the District's Section 504 Coordinator.
- B. The person receiving the complaint shall verbally convey his/her findings both to the person who alleged the violation and the person who is the subject of the complaint within 10 business days.

Step 2: If the informal Step 1 process does not resolve the matter, or if the grievant does not wish to use the informal procedures set forth in Step 1, a written complaint may be submitted to the District's Section 504 Coordinator who will investigate the complaint.

- A. If the Section 504 Coordinator is the subject of the complaint, the complaint should be submitted to the Superintendent of Schools who will appoint another administrator to conduct the investigation.
- B. The complaint shall be signed by the grievant and include the:
 - 1. grievant's name and contact information;
 - 2. facts of the incident or action complained about;
 - 3. date of the incident or action giving rise to the complaint;
 - 4. type of discrimination alleged to have occurred; and
 - 5. specific relief sought.

Witness names and other evidence as deemed appropriate by the grievant may also be submitted.

- C. An investigation of the complaint will be initiated consistent with Policies 3115-3115H. The investigation shall include an interview of the parties and witnesses, a review of relevant evidence, and any other steps necessary to ensure a prompt and thorough investigation of the complaint.

5603-F-12 Section 504 Grievance Procedure

D. A written disposition of the complaint shall be issued consistent with Policies 3115-3115H. Copies of the disposition will be given both to the grievant and the person who is the subject of the complaint.

Step 3: If the grievant wishes to appeal the decision in Step 2 above, he/she may submit a signed, written appeal to the Superintendent or designee within five (5) days. Copies of the Superintendent or designee's decision shall be provided to both parties. The decision is final.

The District provides assurance that it strictly prohibits any form of retaliation against persons who utilize this Grievance Procedure. Further, a grievant making a complaint is neither required to prosecute the matter nor confront the alleged discriminator or harasser when that would be inappropriate. If the District determines that disability discrimination or harassment has occurred, the District will take steps to prevent its recurrence and to correct its discriminatory effects on the complainant and others, if appropriate.

If you have questions regarding these procedures or want to file a complaint, please contact the District's Section 504 Coordinator:

Jessica Brohl
Administrator of Special Services
1585 Meisner Road
East China, MI 48054
810.676.1016

Series 5000: Students, Curriculum, and Academic Matters

5600 Student Support Services

5603-F-13 Section 504 Complaint Form

Injured Party

Name: _____

Address
: _____

Phone: _____ Email: _____

Date of Birth: _____ Grade: _____

School Building
Attending: _____

Complainant's Information

Name: _____

Relationship to Student: _____

Address
: _____

Phone: _____ Email: _____

Complaint Details

1. Describe the alleged violation of Section 504. Please be specific and describe the specific incident(s), as well as identify the individuals involved, dates/times/locations, etc. Attach additional pages if needed.

2. Describe your proposed resolution to address the alleged problem(s)/violation(s).

Complainant's Signature

Date

Return Completed Form To

Jessica Brohl
Administrator of Special Services
1585 Meisner Road
East China, MI 48054
810.676.1016

A person who believes that he/she has been discriminated against by the District on the basis of disability may file a complaint through the District's grievance procedure. A complaint may also be filed with the Office for Civil Rights (OCR), U.S. Department of Education, 1244 Speer Boulevard, Suite 310, Denver, Colorado, 80204-3582. You may file a complaint with OCR at any time. Filing a complaint with the District is not a prerequisite to filing with OCR.

Series 5000: Students, Curriculum, and Academic Matters

5600 Student Support Services

5603-F-16 Section 504 Impartial Hearing Procedures

The District or the parent of a student with a disability as defined by Section 504 may request and participate in an impartial due process hearing regarding the identification, evaluation, or placement of a student. If a hearing is requested, the following impartial procedures will be used:

- A. Impartial hearing requests must be made in writing and include the following information:
 1. the name of the student;
 2. the student and Parent's address or contact information;
 3. the name of the student's school;
 4. a description of the decision with which the Parent disagrees, including relevant facts related to the decision; and
 5. a proposed resolution.
- B. Within 30 calendar days of receipt of an impartial hearing request, the District will appoint an impartial hearing officer (IHO). The IHO must be knowledgeable about Section 504 and possess the knowledge and ability to conduct hearings and issue written decisions following appropriate legal standards. The IHO will not be a school board member or school employee, involved in the education or care of the student, or have a personal or professional interest that conflicts with the IHO's objectivity in the hearing.
- C. Before the hearing, the IHO will:
 1. after consultation with the parties, identify the date, time, and location for the hearing and notify the parties in writing of the date, time, and location of the hearing;
 2. determine whether the parties will be represented by counsel;
 3. determine whether the hearing will be open or closed to the public at the discretion of the Parent;
 4. identify the specific issues for hearing;
 5. determine whether the parties will make any pre-hearing motions and identify a schedule for filing and determining those motions;
 6. determine whether the hearing will be recorded digitally or by a court reporter. If the IHO determines a court reported will be used, the court reporter services will be paid by the District;

5603-F-16 Section 504 Impartial Hearing Procedures

7. require the parties to exchange a list of witnesses and any documents that will be used at the hearing at least 5 business days in advance of the hearing, with a copy provided to the IHO; and
 8. address any other pre-hearing matters that may arise.
- D. At the hearing, the parties have the right to:
1. participate in the hearing and be represented by counsel at their own expense;
 2. present evidence and cross-examine witnesses;
 3. request that the IHO prohibit the introduction of evidence or testimony of a witness that has not been disclosed 5 business days in advance of a hearing; and
 4. obtain a copy of the hearing recording or transcript, as applicable, at no cost to the Parent.
- E. At the hearing, the IHO will:
1. ensure an atmosphere that affords the parties a full and fair opportunity to present evidence and otherwise be heard;
 2. ensure that the issues raised are limited to those identified by the IHO before the hearing, unless the parties mutually agree to expand the issues for hearing or as otherwise permitted by the IHO for good cause;
 3. control the conduct of the parties and participants in the hearing to ensure an orderly hearing;
 4. ensure an accurate record of the proceedings is maintained;
 5. explain that the party requesting the hearing has the burden of proof; and
 6. ensure that the hearing is completed within 60 school days of the hearing request, unless the timeline is extended by mutual agreement of the parties or by the IHO for good cause shown.
- F. The IHO shall issue a written decision that is provided to all parties and that sets forth findings of fact and conclusions of law based on the evidence presented in the hearing. The decision shall be issued within 30 school days of the conclusion of the hearing, unless the timeline is extended by mutual agreement of the parties or for good cause shown. The decision is final and binding unless a party files a timely civil action in an appropriate court of competent jurisdiction.

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5407-F Instructional Materials Opt-Out Form (Not Sex Education, Family Planning, and/or Reproductive Health)

East China School District uses a variety of instructional materials to achieve academic objectives, follow state content and curriculum standards, and ensure students are exposed to a wide range of ideas and viewpoints. While the District strives to select materials that are inclusive for all students and acceptable to all families, there may be times when a Parent or student objects to certain materials. In these circumstances, a Parent may request their student's excusal from the instructional material. Opt-out requests will be reviewed using the procedure in Policy 5407.

If you are seeking to opt your student out of sex education, family planning, and/or reproductive health instruction, do not use this form. Please follow the procedures described in Policy 5420.

I request that my child, _____, be excused from the following
class instruction: _____

Please list the specific curricular material, lesson, or book from which you are seeking excusal. Failure to provide specific information will result in this request being denied.

Reason for opt-out:

- The materials require the student to engage in conduct or practice that violates or substantially interferes with the student's sincerely held religious belief and/or religious development. Specific religious objection: _____
- The materials lack serious educational, literary, artistic, political, or scientific value for the age range of the students in question.
- The materials are inappropriate or harmful for the age range of the students in question.
- Other. Specific objection: _____

This form must be used for all opt-out requests, excluding sex education, family planning, and/or reproductive health instruction. Failure to use this form or to fully complete this form will result in the request being denied.

Parent's Name (Print): _____

Parent's Signature: _____

_____ Date

Principal Response:

- Granted
- Denied (provide denial rationale): _____

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;
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: September 26, 2022

Date revised: October 28, 2024

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. Committee Review

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: September 26, 2022

Date revised: April 22, 2024

Date revised: October 28, 2024

Date revised: