

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

**Innovation Center Conference Room
Monday, September 28, 2026
6:00 PM**

Michael Westrick, President
Jamie Haslem, Vice-President
Shawn Treadaway, Treasurer
Jessica Becker, Secretary

Karen Cedar, Trustee
Lindsay Chopp, Trustee
Ronald Miller, 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. **Academic Spotlight - Marine City Middle School, *Nicole Kirby*, Principal**
4. **Consent Agenda**
 - a. Approval of Minutes
 - i. Regular Board of Education Meeting August 24, 2026
 - b. Approval of Payment of Bills, Financial Statement and Schedule of Investments
 - c. Teacher Appointments
 - d. P.A. 152 of 2011 Resolution 80/20
5. **Department Reports**
6. **Information/Discussion Items**
 - a. Bond 2020 Update, *AUCH General Contractors*
 - b. 2026-27 Student Handbooks, *Dawn Demick*
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.
8. **Closed Session**

Recommended Action: Pursuant to Section 8(1)(c) of the Open Meetings Act (Act 267 of 1976), for the purpose of discussing strategy connected with the negotiation of collective bargaining agreements, I move that the Board of Education go into closed session.
9. **Action Items**
 - a. Thrun Policy Updates-October 13, 2025
 - b. Thrun Policy Updates-June 10, 2026

- c. ECEA Wage Reopener
- d. ECAA Wage Reopener
- e. Teamsters Local 214 Contract Approval

10. Adjournment

Regular Board of Education Meeting

Monday, August 24, 2026 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: Absent.

1. Call to Order/Moment of Silence/Pledge of Allegiance
The meeting was called to order by Vice President *Jamie Haslem* at 5:59 p.m.
2. Items of Interest, Recognition and Inquiry
 - 2.a. Board of Education Members
Trustee Chopp thanked *Mike Domagalski* for a great golf outing for the school district. *Treasurer Treadaway* wished students, teachers, and staff a great school year. *Trustee Miller* shared the passing of *Pete Fox*, a longtime SCHS teacher, and expressed condolences to the family, colleagues, and students. *Trustee Cedar* thanked *Michael Walling* for a successful Science Camp.
 - 2.b. Administration
Superintendent Cybulla shared that SCHS and MCHS were recognized as top schools, with MCHS being the top school in the County.
3. Consent Agenda
To approve items under the consent agenda as presented:. This motion, made by Lindsay Chopp and seconded by Shawn Treadaway, Carried.
Yea: 6, Nay: 0, Absent: 1
 - 3.a. Approval of Minutes
 - 3.a.i. Regular Board of Education Meeting July 27, 2026
 - 3.b. Approval of Payment of Bills, Financial Statement and Schedule of Investments
 - 3.c. Appointment of Teachers
4. Department Reports
The following departments gave a report: Personnel, Curriculum, Business Office, Special Education, Operations, Technology, and Safety and Security.
5. Information/Discussion Items
 - 5.a. Bond 2020 Update, *AUCH General Contractors*
AUCH General Construction, Lisa Bondy, gave a Bond 2020 project update, which included that Belle River, Pine River, and Palms are all on schedule with inspections coming up.
 - 5.b. Thrun Policy Updates
Superintendent Cybulla shared the October 2025 and June 2026 Thrun policy updates. These updates will be voted on at the next board meeting.
 - 5.c. Palms boilers, *Kirk Grzelka*
Kirk Grzelka shared that the Palms Elementary boilers did not pass inspection. He is requesting that the boilers be replaced rather than repaired due to their age and the efficiency of the new boiler systems. The Board asked questions. This is an action item tonight.
6. 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.

7. Closed Session

Recommended Action: Pursuant to Section 8(1)(c) of the Open Meetings Act (Act 267 of 1976), for the purpose of discussing strategy connected with the negotiation of collective bargaining agreements, I move that the Board of Education go into closed session.

Pursuant to Section 8(1)(c) of the Open Meetings Act (Act 267 of 1976), for the purpose of discussing strategy connected with the negotiation of collective bargaining agreements. I move that the Board of Education go into closed session. This motion, made by Karen Cedar and seconded by Shawn Treadaway, Carried.

Yea: 6, Nay: 0, Absent: 1

The Board of Education returned to Open Session at 7:18 p.m.

8. Action Items

8.a. Edmentum Exact Path Licenses

Per administration recommendation, the Board of Education approves the purchase of Edmentum Exact Path Licenses, utilizing 31a funding, in the amount of \$46,040.00. This motion, made by Karen Cedar and seconded by Lindsay Chopp, Carried.

Yea: 6, Nay: 0, Absent: 1

8.b. NWEA Assessment Program

Per administration recommendation, the Board of Education approves the purchase of the NWEA Assessment Program, utilizing general funds, in the amount of \$39,887.50. This motion, made by Shawn Treadaway and seconded by Ronald Miller, Carried.

Yea: 6, Nay: 0, Absent: 1

8.c. Middle School TCI Social Studies Program Digital Licenses

Per administration recommendation, the Board of Education approves the purchase of a 3 year renewal contract for Middle School TCI Social Studies Program Digital Licenses. This purchase will be from the general fund and will be spread out over 3 years, in the amount of \$18,630.00 each year, for a total of \$55,890.00. This motion, made by Karen Cedar and seconded by Shawn Treadaway, Carried.

Yea: 6, Nay: 0, Absent: 1

8.d. Accelerate Education Instructional Licenses

Per administration recommendation, the Board of Education approves the purchase of Accelerate Education Instructional Licenses for the East China Virtual Academy Program, utilizing general funds, in the amount of \$59,467.50. This motion, made by Jessica Becker and seconded by Lindsay Chopp, Carried.

Yea: 6, Nay: 0, Absent: 1

8.e. Palms boilers

Per administration recommendation, the Board of Education approves the provided proposal from Watson Brothers to replace the boilers at Palms Elementary School for a cost of \$232,000.00. This motion, made by Karen Cedar and seconded by Ronald Miller, Carried.

Yea: 6, Nay: 0, Absent: 1

8.f. SEIU Contract Approval

Per administration recommendation, the Board of Education approves the contract agreement for the period of July 1, 2026 - June 30,

2028 between the Board of Education of the East China School District and SEIU Local 517M (Custodial/Maintenance) Union. This motion, made by Karen Cedar and seconded by Lindsay Chopp, Carried.
Yea: 6, Nay: 0, Absent: 1

9. Adjournment

There being no further business before the Board, Vice President *Jamie Haslem* declared the meeting adjourned at 7:21 p.m.

The East China School District in partnership with families and the community is dedicated to empowering all students through innovation and opportunity for a fulfilling life.

Board Secretary

**EAST CHINA SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
September 28, 2026**

FOR ACTION: Manifest and Payment of Bills

A manifest of the bills for August 2026 is enclosed.

RECOMMENDATION:

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

- General Fund - \$3,398,691.47
- Cafeteria Fund - \$37,255.26
- Latchkey Fund - \$3,304.67
- Internal Service Fund - \$20,510.78
- Sinking Fund – \$0.00
- Capital Projects - \$35,012.10
- Student Activity - \$37,516.24

Bills to be Approved
East China Sch District
08/31/2026

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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>
00083373	08/06/2026	3PI TECH SOLUTIONS INC	5110	TEACH SUPPLIES/MATERIALS	723.88
				Vendor Total:	723.88
00083431	08/20/2026	ALGONAC HIGH SCHOOL	7905	TOURNAMENT	300.00
				Vendor Total:	300.00
00006111	08/17/2026	AMAZON CAPITAL SR INC	5107	SUPPLIES- SCIENCE	4.99
00006111	08/17/2026		5190	SUPPLIES	1,115.51
00006111	08/17/2026		5910	SUPPLIES-OFFICE	49.66
00006111	08/17/2026		5950	SUPPLIES-CUSTODIAL	84.77
00006111	08/17/2026		5955	SUPPLIES-MAINTENANCE	2,048.00
00006111	08/17/2026		7910	MISC EXPENSES	341.91
00006128	08/27/2026		5190	SUPPLIES	5,162.38
00006128	08/27/2026		5910	SUPPLIES-OFFICE	639.06
00006128	08/27/2026		5942	SUPPLIES-MEDICAL	203.53
00006128	08/27/2026		5950	SUPPLIES-CUSTODIAL	397.12
00006128	08/27/2026		5955	SUPPLIES-MAINTENANCE	10,894.11
00006128	08/27/2026		5960	SUPPLIES-ATHLETICS	66.97
00006128	08/27/2026		5990	MISC SUPPLIES & MATERIALS	197.40
				Vendor Total:	21,205.41
00083432	08/20/2026	AQUARIUM DESIGN INC	3112	CONTRACTED SERVICES	265.00
				Vendor Total:	265.00
00083374	08/06/2026	ARCH ENVIRONMENTAL GROUP	3193	SERVICES - INSPECTIONS	3,440.52
00083433	08/20/2026		3193	SERVICES - INSPECTIONS	1,385.00
				Vendor Total:	4,825.52
00083434	08/20/2026	ASCENSION MICHIGAN	3190	OTHER PROFESSIONAL SERVICES	600.00
				Vendor Total:	600.00
00006120	08/27/2026	AT & T MOBILITY	3410	TELEPHONE/DATA COMMUNICATION	465.22
				Vendor Total:	465.22
00083436	08/20/2026	AUTO CRAFT	4150	REPAIRS-BUSES	1,068.20
				Vendor Total:	1,068.20
00083376	08/06/2026	AUTO VALUE PORT HURON	5730	SUPPLIES-FLEET REPAIR PARTS	2,298.62
00083437	08/20/2026		4160	REPAIRS-VEHICLES	86.69
00083437	08/20/2026		5720	SUPPLIES-FLEET: Tires-Battery	390.57
00083437	08/20/2026		5730	SUPPLIES-FLEET REPAIR PARTS	178.99
				Vendor Total:	2,954.87
00083377	08/06/2026	AUTO ZONE LLC	5730	SUPPLIES-FLEET REPAIR PARTS	7.64
				Vendor Total:	7.64
00083438	08/20/2026	B & H PHOTO-VIDEO	5955	SUPPLIES-MAINTENANCE	8,652.98
				Vendor Total:	8,652.98
00083439	08/20/2026	BIO CORPORATION	5107	SUPPLIES- SCIENCE	211.45
				Vendor Total:	211.45
00083379	08/06/2026	BLUE WATER FUEL	5710	SUPPLIES-Gas	944.14
				Vendor Total:	944.14
00006144	08/23/2026	BMO	3221	PROF DEVELOPMENT TRAVEL	1,017.40
00006144	08/23/2026		3410	TELEPHONE/DATA COMMUNICATION	400.16
00006144	08/23/2026		3430	POSTAGE	22.82

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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>
00006144	08/23/2026		3450	SOFTWARE LICENSES	883.38
00006144	08/23/2026		3510	ADVERTISING	445.19
00006144	08/23/2026		5190	SUPPLIES	437.27
00006144	08/23/2026		5955	SUPPLIES-MAINTENANCE	1,964.48
00006144	08/23/2026		5991	Supplies - PAC	8.47
				Vendor Total:	5,179.17
00006121	08/27/2026	BP ENERGY RETAIL CO LLC	5510	NATURAL GAS	1,797.00
				Vendor Total:	1,797.00
00083440	08/20/2026	BRAVE FIRE PROTECTION LLC	4110	REPAIRS-MISC.	95.00
				Vendor Total:	95.00
00083441	08/20/2026	BSN/PASSON'S/GSC/CONLIN	5960	SUPPLIES-ATHLETICS	420.00
				Vendor Total:	420.00
00083367	08/07/2026	BUCKLES & BUCKLES PLC	9436	A/P GARNISHMENTS	652.06
00083425	08/21/2026		9436	A/P GARNISHMENTS	652.06
				Vendor Total:	1,304.12
00083442	08/20/2026	BULLOCK, JENNIFER	0173	PAY TO PARTICIPATE	55.00
				Vendor Total:	55.00
00083443	08/20/2026	BURKE'S SPORT HAVEN	5960	SUPPLIES-ATHLETICS	1,276.00
				Vendor Total:	1,276.00
00083382	08/06/2026	CAMFIL USA INC	5957	SUPPLIES - FILTERS	19,269.61
00083444	08/20/2026		5957	SUPPLIES - FILTERS	1,008.18
				Vendor Total:	20,277.79
00083368	08/07/2026	CAOUCETTE, MELISSA A.	9436	A/P GARNISHMENTS	900.00
00083426	08/21/2026		9436	A/P GARNISHMENTS	900.00
				Vendor Total:	1,800.00
00083383	08/06/2026	CAPTIVE VISUAL MARKETING	3510	ADVERTISING	110.00
				Vendor Total:	110.00
00083445	08/20/2026	CARDINAL MOONEY CATHOLIC	7905	TOURNAMENT	250.00
				Vendor Total:	250.00
00083384	08/06/2026	CINTAS CORPRATION LOC724	5790	SUPPLIES-TRANSPORTATION	249.36
00083384	08/06/2026		5992	SUPPLIES - UNIFORMS	34.14
00083446	08/20/2026		5790	SUPPLIES-TRANSPORTATION	244.06
00083446	08/20/2026		5992	SUPPLIES - UNIFORMS	143.01
				Vendor Total:	670.57
00083359	08/06/2026	CITY OF MARINE CITY	3830	WATER & SEWAGE	12,887.38
				Vendor Total:	12,887.38
00006123	08/27/2026	CMS ERM MICHIGAN LLC	5520	ELECTRICITY	49,750.62
				Vendor Total:	49,750.62
00083385	08/06/2026	COMMERCIAL GRAPHICS INC	3610	PRINTING & BINDING	2,104.60
				Vendor Total:	2,104.60
00083386	08/06/2026	CONTINUED.COM	7411	MEMBERSHIP DUES	79.00
				Vendor Total:	79.00
00083387	08/06/2026	CREATIVE NOTEBOOK	5110	TEACH SUPPLIES/MATERIALS	828.00

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Vendor Total:					828.00
00083448	08/20/2026	CULLIGAN	3190	OTHER PROFESSIONAL SERVICES	69.50
Vendor Total:					69.50
00006100	08/07/2026	DEPT OF TREASURY FICA	9447	A/P FICA/MED	102,330.88
00006112	08/21/2026		9447	A/P FICA/MED	107,124.88
Vendor Total:					209,455.76
00006101	08/07/2026	DEPT OF TREASURY FIT	9446	A/P FED INCOME TAX W/H	58,502.89
00006113	08/21/2026		9446	A/P FED INCOME TAX W/H	63,192.48
Vendor Total:					121,695.37
00006102	08/07/2026	DEPT OF TREASURY MEDICARE	9447	A/P FICA/MED	23,932.22
00006114	08/21/2026		9447	A/P FICA/MED	25,053.40
Vendor Total:					48,985.62
00006124	08/27/2026	DETROIT EDISON	5520	ELECTRICITY	9,602.22
Vendor Total:					9,602.22
00006125	08/27/2026	DETROIT EDISON COMPANY	5520	ELECTRICITY	28,294.30
Vendor Total:					28,294.30
00083451	08/20/2026	EAST CHINA CHARTER TOWNSHIP	3830	WATER & SEWAGE	1,023.23
Vendor Total:					1,023.23
00083389	08/06/2026	EAST CHINA SCHOOL DISTRICT	9006	PETTY CASH FUNDS	780.00
Vendor Total:					780.00
00083388	08/06/2026	EAST CHINA SCHOOL DISTRICT	9006	PETTY CASH FUNDS	200.00
Vendor Total:					200.00
00083452	08/20/2026	EDWARDS, STACY	0173	PAY TO PARTICIPATE	40.00
Vendor Total:					40.00
00083453	08/20/2026	EMTERRA ENVIRONMENTAL USA	3840	TRASH REMOVAL	3,671.16
Vendor Total:					3,671.16
00083360	08/06/2026	EXECUTIVE ENERGY SERVICES	3190	OTHER PROFESSIONAL SERVICES	850.00
Vendor Total:					850.00
00083454	08/20/2026	EXOTIC ZOO LLC	4910	OTHER PURCHASED SVC	100.00
Vendor Total:					100.00
00083455	08/20/2026	EXPLORELEARNING LLC	3450	SOFTWARE LICENSES	11,050.00
Vendor Total:					11,050.00
00083390	08/06/2026	FLINN SCIENTIFIC INC	5190	SUPPLIES	133.51
Vendor Total:					133.51
00083457	08/20/2026	GANDER, CARRIE	0173	PAY TO PARTICIPATE	75.00
Vendor Total:					75.00
00083458	08/20/2026	GRAINGER	5955	SUPPLIES-MAINTENANCE	62.95
Vendor Total:					62.95
00006103	08/07/2026	HEALTH EQUITY	9465	HSA	18,370.92
00006115	08/21/2026		9465	HSA	17,539.27
Vendor Total:					35,910.19
00083459	08/20/2026	HOLLAND BUS COMPANY	5730	SUPPLIES-FLEET REPAIR PARTS	2,388.44

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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:	2,388.44
00083460	08/20/2026	HOLLY HIGH SCHOOL	7905	TOURNAMENT	300.00
				Vendor Total:	300.00
00083361	08/06/2026	IRA TOWNSHIP	3830	WATER & SEWAGE	875.14
				Vendor Total:	875.14
00083461	08/20/2026	ISOLVED BENEFIT SERVICES	7412	FEES	86.82
				Vendor Total:	86.82
00083462	08/20/2026	JOHNSON CONTROLS US	4110	REPAIRS-MISC.	1,856.99
				Vendor Total:	1,856.99
00083463	08/20/2026	KERR ALBERT OFFICE SUPPLY CO	5910	SUPPLIES-OFFICE	83.70
				Vendor Total:	83.70
00083393	08/06/2026	KIMBALL MIDWEST	5790	SUPPLIES-TRANSPORTATION	257.74
				Vendor Total:	257.74
00083394	08/06/2026	KSS	5950	SUPPLIES-CUSTODIAL	16,153.29
00083394	08/06/2026		5955	SUPPLIES-MAINTENANCE	5,148.92
00083464	08/20/2026		5950	SUPPLIES-CUSTODIAL	463.24
				Vendor Total:	21,765.45
00083395	08/06/2026	LINDE GAS & EQUIPMENT	5790	SUPPLIES-TRANSPORTATION	19.80
00083465	08/20/2026		5790	SUPPLIES-TRANSPORTATION	91.94
				Vendor Total:	111.74
00083362	08/06/2026	LUMBERJACK	5950	SUPPLIES-CUSTODIAL	272.53
00083362	08/06/2026		5955	SUPPLIES-MAINTENANCE	38.76
00083396	08/06/2026		5950	SUPPLIES-CUSTODIAL	153.18
00083396	08/06/2026		5955	SUPPLIES-MAINTENANCE	127.99
00083466	08/20/2026		5950	SUPPLIES-CUSTODIAL	142.48
00083466	08/20/2026		5955	SUPPLIES-MAINTENANCE	292.14
				Vendor Total:	1,027.08
00083397	08/06/2026	LYNX EMISSIONS	5730	SUPPLIES-FLEET REPAIR PARTS	149.03
				Vendor Total:	149.03
00083467	08/20/2026	MACOMB AREA CONFERENCE	7905	TOURNAMENT	200.00
				Vendor Total:	200.00
00083398	08/06/2026	MARINE CITY HIGH SCHOOL	9006	PETTY CASH FUNDS	2,000.00
				Vendor Total:	2,000.00
00083399	08/06/2026	MARINE CITY MIDDLE SCHOOL	9006	PETTY CASH FUNDS	100.00
				Vendor Total:	100.00
00083468	08/20/2026	MARYSVILLE HIGH SCHOOL	7905	TOURNAMENT	200.00
				Vendor Total:	200.00
00006130	08/27/2026	MESSA	9452	A/P MESSA/VSP	339,992.23
				Vendor Total:	339,992.23
00006131	08/27/2026	METS	3150	OTHER CONTRACTED SERVICES	2,856.00
				Vendor Total:	2,856.00
00006104	08/07/2026	MICHIGAN DEPT OF TREASURY	9445	A/P STATE INCOME TAX W/H	29,438.49
00006116	08/21/2026		9445	A/P STATE INCOME TAX W/H	31,033.30

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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:					60,471.79
00083369	08/07/2026	MICHIGAN STATE	9435	A/P FRIEND OF CT W/H	1,316.26
00083427	08/21/2026		9435	A/P FRIEND OF CT W/H	1,393.51
Vendor Total:					2,709.77
00083424	08/12/2026	MICHIGAN VIRTUAL HIGH	7412	FEES	50.00
Vendor Total:					50.00
00006105	08/07/2026	MPSERS	9405	A/P RETIREMENT	313,541.25
00006105	08/07/2026		9444	A/P RETIRE TDP W/H	160.00
00006117	08/21/2026		9405	A/P RETIREMENT	316,178.93
00006117	08/21/2026		9444	A/P RETIRE TDP W/H	160.00
00006132	08/27/2026		9406	A/P UAAL 147c	357,700.63
Vendor Total:					987,740.81
00083470	08/20/2026	MT MORRIS HIGH SCHOOL	7905	TOURNAMENT	210.00
Vendor Total:					210.00
00006106	08/07/2026	NORTH STAR BANK	9450	A/P ACH DIRECT DEPOSIT	565,890.86
00006118	08/21/2026		9450	A/P ACH DIRECT DEPOSIT	594,365.09
Vendor Total:					1,160,255.95
00006107	08/07/2026	OMNI GROUP, THE	9438	A/P Check 403b, 457, Roth	34,756.27
00006107	08/07/2026		9455	A/P ACH 403b, 457, Roth	2,025.00
00006119	08/21/2026		9438	A/P Check 403b, 457, Roth	34,856.27
00006119	08/21/2026		9455	A/P ACH 403b, 457, Roth	2,025.00
Vendor Total:					73,662.54
00083400	08/06/2026	OSCAR LARSON CO	4120	REPAIRS-EQUIPMENT	2,068.89
00083471	08/20/2026		4150	REPAIRS-BUSES	2,068.89
Vendor Total:					4,137.78
00083363	08/06/2026	PEOPLE DRIVEN TECHNOLOGY	6410	EQ & FUR > \$5,000	959.68
Vendor Total:					959.68
00083473	08/20/2026	PORT HURON MUSIC CENTER	5190	SUPPLIES	300.00
Vendor Total:					300.00
00083364	08/06/2026	PRECISION CARE LLC	3153	CONTRACTED SERVICES-GROUNDS	5,620.00
00083474	08/20/2026		3153	CONTRACTED SERVICES-GROUNDS	18,375.00
Vendor Total:					23,995.00
00083404	08/06/2026	PROJECT LEAD THE WAY INC	5110	TEACH SUPPLIES/MATERIALS	241.00
00083404	08/06/2026		5190	SUPPLIES	8,422.25
Vendor Total:					8,663.25
00083475	08/20/2026	QUILL CORPORATION	5190	SUPPLIES	30.70
Vendor Total:					30.70
00006142	08/20/2026	RAMP BUSINESS CORPORATION	3220	PROF DEVELOPMENT FEES	750.00
00006142	08/20/2026		3430	POSTAGE	2,263.20
00006142	08/20/2026		3450	SOFTWARE LICENSES	328.88
00006142	08/20/2026		5107	SUPPLIES- SCIENCE	53.61
00006142	08/20/2026		5190	SUPPLIES	207.48
00006142	08/20/2026		5710	SUPPLIES-Gas	81.00
00006142	08/20/2026		5790	SUPPLIES-TRANSPORTATION	11.00
00006142	08/20/2026		5960	SUPPLIES-ATHLETICS	104.89

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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>
00006142	08/20/2026		7411	MEMBERSHIP DUES	1,848.68
00006142	08/20/2026		7905	TOURNAMENT	75.00
				Vendor Total:	5,723.74
00083476	08/20/2026	RAPTOR TECHNOLOGIES	3450	SOFTWARE LICENSES	3,150.00
				Vendor Total:	3,150.00
00083477	08/20/2026	RHYNE, ANGEL	0173	PAY TO PARTICIPATE	160.00
				Vendor Total:	160.00
00006126	08/27/2026	RICOH USA INC	4123	REPAIRS-COPIERS/DUPLICATORS	62.39
				Vendor Total:	62.39
00083406	08/06/2026	RIDDELL	4120	REPAIRS-EQUIPMENT	4,284.45
00083478	08/20/2026		5960	SUPPLIES-ATHLETICS	2,040.00
				Vendor Total:	6,324.45
00083479	08/20/2026	ROMEO HIGH SCHOOL	7905	TOURNAMENT	400.00
				Vendor Total:	400.00
00083370	08/07/2026	ROOSEN, VARCHETTI &	9436	A/P GARNISHMENTS	40.20
00083428	08/21/2026		9436	A/P GARNISHMENTS	40.20
				Vendor Total:	80.40
00083407	08/06/2026	ROSE PEST SOLUTIONS	4110	REPAIRS-MISC.	176.00
				Vendor Total:	176.00
00083408	08/06/2026	ROTARY CLUB OF ST CLAIR	7411	MEMBERSHIP DUES	460.00
				Vendor Total:	460.00
00083480	08/20/2026	RUNYAN POTTERY SUPPLY	5101	SUPPLIES- ART	765.00
				Vendor Total:	765.00
00083371	08/07/2026	RUSKIN, DAVID	9436	A/P GARNISHMENTS	338.00
00083429	08/21/2026		9436	A/P GARNISHMENTS	338.00
				Vendor Total:	676.00
00083481	08/20/2026	SCCCC	7905	TOURNAMENT	1,360.00
				Vendor Total:	1,360.00
00083482	08/20/2026	SCHOLASTIC	5101	SUPPLIES- ART	326.34
00083482	08/20/2026		5190	SUPPLIES	351.65
				Vendor Total:	677.99
00083483	08/20/2026	SCHOOL SPECIALTY LLC	5190	SUPPLIES	78.35
				Vendor Total:	78.35
00083365	08/06/2026	SCOTTY'S POTTY	3112	CONTRACTED SERVICES	220.00
				Vendor Total:	220.00
00006127	08/27/2026	SEMCO ENERGY INC	2210	TUITION REIMBURSEMENT	1,124.47
00006127	08/27/2026		5510	NATURAL GAS	4,752.04
				Vendor Total:	5,876.51
00083484	08/20/2026	SHERWIN-WILLIAMS CO, THE	5955	SUPPLIES-MAINTENANCE	550.67
				Vendor Total:	550.67
00083485	08/20/2026	SHREDCORP	3112	CONTRACTED SERVICES	189.00
				Vendor Total:	189.00

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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>
00083486	08/20/2026	SIMONETTA, KARA	0173	PAY TO PARTICIPATE	75.00
				Vendor Total:	75.00
00083366	08/06/2026	ST CLAIR COUNTY RESA	3112	CONTRACTED SERVICES	10,982.37
00083366	08/06/2026		3114	Contract Teachers-RESA Sp Ed	736.99
00083366	08/06/2026		3134	EVALUATION SERVICES	10,172.53
00083410	08/06/2026		3114	Contract Teachers-RESA Sp Ed	1,824.05
00083410	08/06/2026		3160	SERVICES-RESA DATA PROCESS	10,543.50
00083487	08/20/2026		5210	TEXTBOOKS	746.57
				Vendor Total:	35,006.01
00083411	08/06/2026	ST CLAIR HIGH SCHOOL	9006	PETTY CASH FUNDS	4,000.00
				Vendor Total:	4,000.00
00083412	08/06/2026	TEACHING STRATEGIES LLC	3450	SOFTWARE LICENSES	3,795.00
				Vendor Total:	3,795.00
00083413	08/06/2026	TELNET WORLDWIDE	3410	TELEPHONE/DATA COMMUNICATION	903.16
				Vendor Total:	903.16
00083414	08/06/2026	THRUN LAW FIRM PC	3170	SERVICES-LEGAL	2,320.00
				Vendor Total:	2,320.00
00083416	08/06/2026	TK ELEVATOR	4110	REPAIRS-MISC.	2,355.50
				Vendor Total:	2,355.50
00083417	08/06/2026	TONY'S HEATING AND COOLING	4113	REPAIRS - HVAC	570.00
				Vendor Total:	570.00
00083418	08/06/2026	TOWN AND COUNTRY POOLS INC	5955	SUPPLIES-MAINTENANCE	3,353.00
				Vendor Total:	3,353.00
00083419	08/06/2026	TRACTION DETROIT	5730	SUPPLIES-FLEET REPAIR PARTS	813.68
00083489	08/20/2026		5720	SUPPLIES-FLEET: Tires-Battery	250.00
				Vendor Total:	1,063.68
00083490	08/20/2026	TRACY INC	3450	SOFTWARE LICENSES	82.70
				Vendor Total:	82.70
00083420	08/06/2026	UNITY SCHOOL BUS PARTS	5730	SUPPLIES-FLEET REPAIR PARTS	876.67
				Vendor Total:	876.67
00083372	08/07/2026	VELO ASSOCIATES PLC	9436	A/P GARNISHMENTS	239.33
00083430	08/21/2026		9436	A/P GARNISHMENTS	204.82
				Vendor Total:	444.15
00083491	08/20/2026	WARREN WOODS TOWER HIGH	7905	TOURNAMENT	325.00
				Vendor Total:	325.00
00083492	08/20/2026	WILSON LANGUAGE TRAINING	3450	SOFTWARE LICENSES	5,886.00
				Vendor Total:	5,886.00
00083423	08/06/2026	YOUNG SUPPLY COMPANY	5955	SUPPLIES-MAINTENANCE	82.10
				Vendor Total:	82.10
290238	08/07/2026	BERRY, JOSEPH M	7412	FEES	78.00
				Vendor Total:	78.00

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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>
				*****Grand Total	3,398,691.47

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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>
00006128	08/27/2026	AMAZON CAPITAL SR INC	5959	SUPPLIES-MISCELLANEOUS	128.84
				Vendor Total:	128.84
00006122	08/27/2026	CHARTWELLS	3150	OTHER CONTRACTED SERVICES	23,652.25
00006122	08/27/2026		5610	FOOD	2,064.85
				Vendor Total:	25,717.10
00083450	08/20/2026	DIVERSIFIED CONSTRUCTION	6410	EQ & FUR > \$5,000	10,868.32
				Vendor Total:	10,868.32
00083407	08/06/2026	ROSE PEST SOLUTIONS	4110	REPAIRS-MISC.	541.00
				Vendor Total:	541.00
				Total CAFETERIA FUND	37,255.26
				*****Grand Total	37,255.26

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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>
00006111	08/17/2026	AMAZON CAPITAL SR INC	5190	SUPPLIES	13.58
				Vendor Total:	13.58
00006144	08/23/2026	BMO	3450	SOFTWARE LICENSES	89.00
00006144	08/23/2026		4910	OTHER PURCHASED SVC	360.00
00006144	08/23/2026		5190	SUPPLIES	33.09
				Vendor Total:	482.09
00083386	08/06/2026	CONTINUED.COM	7411	MEMBERSHIP DUES	869.00
				Vendor Total:	869.00
00083412	08/06/2026	TEACHING STRATEGIES LLC	3450	SOFTWARE LICENSES	1,940.00
				Vendor Total:	1,940.00
				Total LATCHKEY FUND	3,304.67
				*****Grand Total	3,304.67

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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>
00006129	08/27/2026	HUMANA DENTAL	2133	Dental Claims	11,856.59
00006129	08/27/2026		2134	Dental Admin Fees	8,654.19
Vendor Total:					20,510.78
Total INTERNAL SERVICE FUND					<u>20,510.78</u>
*****Grand Total					20,510.78

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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>
*****Grand Total					0.00

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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>
00083374	08/06/2026	ARCH ENVIRONMENTAL GROUP	6220	BLDG CONSTR/STRUCT ALTERATIONS	2,490.78
00083433	08/20/2026		6220	BLDG CONSTR/STRUCT ALTERATIONS	718.57
				Vendor Total:	3,209.35
00083358	08/06/2026	AUCH CONSTRUCTION	6220	BLDG CONSTR/STRUCT ALTERATIONS	22,402.75
				Vendor Total:	22,402.75
00083391	08/06/2026	IKO PRODUCTIONS LLC	6410	EQ & FUR > \$5,000	9,400.00
				Vendor Total:	9,400.00
				Total 2020 BOND	35,012.10
				*****Grand Total	35,012.10

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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>
00006111	08/17/2026	AMAZON CAPITAL SR INC	7920	OTHER STD/SCH ACTY XP	441.13
00006128	08/27/2026		7920	OTHER STD/SCH ACTY XP	165.37
				Vendor Total:	606.50
00083375	08/06/2026	ATTACK SPORTS LLC	7920	OTHER STD/SCH ACTY XP	1,904.00
00083435	08/20/2026		7920	OTHER STD/SCH ACTY XP	1,047.00
				Vendor Total:	2,951.00
00083378	08/06/2026	BLB ENGRAVING SERVICES	7920	OTHER STD/SCH ACTY XP	238.00
				Vendor Total:	238.00
00006144	08/23/2026	BMO	7920	OTHER STD/SCH ACTY XP	665.00
				Vendor Total:	665.00
00083380	08/06/2026	BROWN, JANE MARIE	7920	OTHER STD/SCH ACTY XP	260.00
				Vendor Total:	260.00
00083381	08/06/2026	BSN/PASSON'S/GSC/CONLIN	7920	OTHER STD/SCH ACTY XP	662.50
00083441	08/20/2026		7920	OTHER STD/SCH ACTY XP	507.24
				Vendor Total:	1,169.74
00083447	08/20/2026	CITY OF ST CLAIR	7920	OTHER STD/SCH ACTY XP	50.00
				Vendor Total:	50.00
00083449	08/20/2026	DISTELRATH, DEREK	7920	OTHER STD/SCH ACTY XP	150.00
				Vendor Total:	150.00
00083456	08/20/2026	FROMUTH TENNIS	7920	OTHER STD/SCH ACTY XP	380.01
				Vendor Total:	380.01
00083392	08/06/2026	K2 EMBROIDERY	7920	OTHER STD/SCH ACTY XP	600.00
				Vendor Total:	600.00
00083469	08/20/2026	MICHIGAN STATE UNIVERSITY	7920	OTHER STD/SCH ACTY XP	500.00
				Vendor Total:	500.00
00083401	08/06/2026	PENNSYLVANIA STATE	7920	OTHER STD/SCH ACTY XP	500.00
				Vendor Total:	500.00
00083402	08/06/2026	PHASD PRINT SHOP	7920	OTHER STD/SCH ACTY XP	298.65
				Vendor Total:	298.65
00083472	08/20/2026	PORT HURON HIGH SCHOOL	7920	OTHER STD/SCH ACTY XP	450.00
				Vendor Total:	450.00
00083403	08/06/2026	PORT HURON TENNIS HOUSE	7920	OTHER STD/SCH ACTY XP	44.41
				Vendor Total:	44.41
00006142	08/20/2026	RAMP BUSINESS CORPORATION	7920	OTHER STD/SCH ACTY XP	11,766.15
				Vendor Total:	11,766.15
00083405	08/06/2026	REBEL ATHLETIC LLC	7920	OTHER STD/SCH ACTY XP	6,210.90
				Vendor Total:	6,210.90
00083406	08/06/2026	RIDDELL	7920	OTHER STD/SCH ACTY XP	5,867.40
				Vendor Total:	5,867.40
00083409	08/06/2026	SCCCC	7920	OTHER STD/SCH ACTY XP	500.00
00083481	08/20/2026		7920	OTHER STD/SCH ACTY XP	1,500.00

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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:	2,000.00
00083483	08/20/2026	SCHOOL SPECIALTY LLC	7920	OTHER STD/SCH ACTY XP	86.43
				Vendor Total:	86.43
00083488	08/20/2026	ST CLAIR HIGH SCHOOL PTO	7920	OTHER STD/SCH ACTY XP	60.00
				Vendor Total:	60.00
00083415	08/06/2026	TIMBERWOLF X COUNTRY CAMP	7920	OTHER STD/SCH ACTY XP	300.00
				Vendor Total:	300.00
00083421	08/06/2026	WESTERN MICHIGAN	7920	OTHER STD/SCH ACTY XP	500.00
00083422	08/06/2026		7920	OTHER STD/SCH ACTY XP	1,000.00
				Vendor Total:	1,500.00
280571	08/07/2026	DISKIN, MARK H	7920	OTHER STD/SCH ACTY XP	96.96
				Vendor Total:	96.96
290700	08/21/2026	KURETICH, APRIL JOY	7920	OTHER STD/SCH ACTY XP	315.09
				Vendor Total:	315.09
290673	08/21/2026	SCHNEIDER, DARCEE L	7920	OTHER STD/SCH ACTY XP	132.29
				Vendor Total:	132.29
280572	08/07/2026	STATON, BREANNA RYAN	7920	OTHER STD/SCH ACTY XP	367.71
				Vendor Total:	367.71
290531	08/07/2026	WILLIAMS, MARNEY K	0199	MISCELLANEOUS REVENUE	-50.00
				Vendor Total:	-50.00
				Total STUDENT ACTIVITY	37,516.24
				*****Grand Total	37,516.24

**EAST CHINA SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
September 28, 2026**

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

A summary of the donations received for the month of August 2026

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>
	<i>There we no donations exceeding \$1,000 in August 2026</i>				

per Board policy 3303 Gifts and Donations

**EAST CHINA SCHOOL DISTRICT
SCHEDULE OF INVESTMENTS
AS OF AUG 2026**

FUND	ACCOUNT	TYPE	ISSUER	MATURITY DATE	INTEREST RATE	INVESTED AMOUNT
DS	DEBT SERVICE	POOL	NORTHSTAR	7/31/2026	1.50 APY	665,915
DS	DEBT SERVICE	INVEST	MILAF	7/31/2026		584,274
GF	OPERATING	POOL	NORTHSTAR	7/31/2026	0.35 APY	3,601,552
GF	OPERATING	INVEST	NORTHSTAR	7/31/2026	2.40 APY	836,961
SF	SINKING FUND	POOL	NORTHSTAR	7/31/2026	0.05 APY	3,461
SF	SINKING FUND	INVEST	NORTHSTAR	7/31/2026	1.56 APY	2,071,395
CP	CAPITAL PROJECTS	POOL	NORTHSTAR	7/31/2026	0.30 APY	194,174
CP	CAPITAL PROJECTS	INVEST	NORTHSTAR	7/31/2026	2.40 APY	-
CP	CAPITAL PROJECTS	INVEST	MILAF	7/31/2026		8,659,693
APY	ANNUAL % YIELD					

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

September 28, 2026

Appointment of Teachers

The District recently had several vacancies due to retirements and resignations. We posted the positions, received applications and interviewed qualified candidates. References were checked and the following candidates were determined to be the most qualified for the stated position:

Name: Jennifer Curtiss-Mackay
Marine City 6-12 Special Education Teacher

Name: Philip Rogers
St. Clair Middle School Science Teacher

RECOMMENDATION:

The Administration is recommending that the Board approve the individuals listed above on a probationary basis for the 2026-27 school year.

East China School District, St. Clair County, Michigan (the “District”).

A regular meeting of the Board of Education of the East China School District was held in the Innovation Center Conference Room on the 28th day of September 2026, at 6 o’clock p.m.

The meeting was called to order at 6 o'clock, p.m. by _____.

Present:

Absent:

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

WHEREAS, the Publicly Funded Health Insurance Contribution Act, Act 152 of 2011 (the “Act”), was filed with the Secretary of State on September 27, 2011 and became immediately effective on that date; and

WHEREAS, Section 4(1) of the Act allows the Board to elect to comply with the Act by paying not more than 80% of the total annual costs of all the medical benefit plans that the District offers or contributes to for its employees, including the premium or illustrative rates of the medical benefit plans, as well as all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care, instead of paying the specific monetary limitations (*i.e.*, “hard caps”) described in Section 3 of the Act; and

WHEREAS, the District offers or contributes to one or more such medical benefit plans for its eligible employees (and their eligible dependents); and

WHEREAS, this Board of Education has determined to comply with the Act for the initial medical benefit plan coverage year beginning on or after July 1, 2026, by paying not more than eighty percent (80%) of the total annual costs of all medical benefit plans offered by this District or for which this District makes contributions for its eligible employees (and their eligible dependents) as an alternative to compliance with the requirements of Section 3 of the Act.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The District declares that beginning with the initial medical benefit plan coverage year occurring on or after July 1, 2026 and through June 30, 2027, it shall comply with the Publicly Funded Health Insurance Contribution Act by limiting its expenditures for medical benefit plans to not more than eighty percent (80%) of the total annual costs of all medical benefit plans it offers or contributes to for its eligible employees (and their eligible dependents), including the premium or illustrative rates of the medical benefit plans, as well as all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care, instead of paying the

specific monetary limitations (*i.e.*, “hard caps”) described in Section 3 of the Act. The District reserves the right to allocate the employees’ share of these total annual costs of the medical benefit plans among employees of the District as it sees fit.

2. Unless this Board of Education further extends its decision to comply with the Act by establishing the eighty percent (80%) contribution limit as permitted in Section 4 of the Act, the requirements of Section 3 of the Act shall become effective on July 1, 2026.

3. The President and Secretary of this Board of Education are hereby authorized and directed to execute any and all documents which are necessary for the District to comply with the requirements of the Act and to implement this resolution of the Board of Education.

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

Ayes:

Abstentions:

Nays:

Resolution declared adopted.

Secretary, Board of Education

The undersigned, duly qualified and acting Secretary of the Board of Education of the East China School District, St. Clair County, Michigan (the “District”), hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Education at a regular meeting held on September 28, 2026, the original of which is part of the Board’s minutes. The undersigned certifies that notice of the meeting was given to the public pursuant to the provisions of the Michigan Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

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

September 28, 2026

DISCUSSION: Elementary and Secondary Student Handbooks

The elementary and secondary student handbooks have been updated for the 2026-27 school year based on the model handbooks prepared by Thrun Law Firm. These changes include modifications to student's use of cell phones in compliance with the recently updated State law. Following Board approval, the revised handbooks will be placed on the District's website at www.eastchinaschools.org.

The handbooks are consistent with Board policies for reference and enforcement purposes.

Series 3000: Operations, Finance, and Property

3100 General Operations

3118 Title IX Sexual Harassment

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

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

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

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

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

A. Definitions

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

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

- a. a District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct;
 - b. unwelcome conduct that a reasonable person would determine to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
 - c. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).
 - i. "Sexual assault" is an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. It includes unlawful sexual intercourse (including incest and statutory rape) and any sexual act, including rape, sodomy, sexual assault with an object, or criminal sexual contact, 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) Criminal Sexual Contact: The (1) intentional touching of the victim's clothed or unclothed body parts without the consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation; or (2) the forced touching by the victim of the actor's clothed or unclothed body parts without the victim's consent for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense includes 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

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113 Michigan Earned Sick Time Act (ESTA)

A. General

Eligible employees will accrue paid leave as provided by the ESTA. Applicable provisions of a collective bargaining agreement, individual employment contract, or handbook remain in place and may provide additional paid leave time that is not provided by the ESTA.

Unless otherwise agreed with union representation, the ESTA does not apply to employees subject to a conflicting collective bargaining agreement in effect on February 21, 2025, until the collective bargaining agreement expires.

The ESTA does not apply to an employee subject to a conflicting individual employment contract in effect on February 21, 2025, until that contract expires, if all of the following are satisfied:

- the District and the employee signed the contract on or before December 31, 2024;
- the contract is effective for not longer than 3 years; and
- the District notified the Michigan Department of Labor and Economic Opportunity (LEO) of the contract.

B. Definitions

1. "ESTA benefit year" means the 12-month period from July 1 to June 30.
2. "Eligible employee" means an employee engaged in service to the District. The following, however, are not eligible employees:
 - a. an unpaid trainee or unpaid intern;
 - b. a person employed in accordance with the Michigan Youth Employment Standards Act, MCL 409.101, *et seq*; or
 - c. positions when the employee may schedule their own working hours as approved by the Superintendent or designee. For those approved positions, the District will not take adverse personnel action for failure to schedule a minimum amount of working hours.

If a collective bargaining agreement or contract meets the requirements in Section A above, then an employee covered by that contract is not an eligible employee until the contract expires.

3. "Family member" is defined as:

- a. biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the eligible employee stands *in loco parentis*;
- b. biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an eligible employee's spouse (under the laws of any state) or domestic partner or a person who stood *in loco parentis* when the eligible employee was a minor child;
- c. an individual to whom the eligible employee is legally married under the laws of any state or a domestic partner;
- d. grandparent, grandchild, and biological, foster, or adopted sibling;
- e. an individual related by blood; or
- f. an individual whose close association with the eligible employee is the equivalent of a family relationship.

4. "Earned sick time" means paid leave as allowed by the ESTA.

5. All other ESTA-defined terms apply to this Policy.

C. Wait Period and Leave Reinstatement Upon Re-Employment

A newly hired eligible employee may not use accrued earned sick time until 120 calendar days after the employee's start date, unless otherwise provided in a collective bargaining agreement, individual employment contract, employee handbook, or the ESTA.

Upon discharge or other separation from employment, an employee automatically loses accrued earned sick time unless the employee is rehired by the District within 2 months of the separation.

Accrued earned sick time that is not used before an employee's separation from employment will have no monetary value. If an employee separates from employment and is rehired by the District not more than two (2) months after separation, the District will reinstate previously accrued and unused earned sick time and allow the employee to use that earned sick time and accrue additional earned sick time upon reinstatement. This paragraph does not apply if the District paid the employee the value of the employee's unused accrued earned sick time at the time of separation.

D. ESTA Leave Accrual and Frontloading

1. Leave Accrual

Unless the District frontloads earned sick time under Section D(2), an eligible employee begins accruing earned sick time on February 21, 2025 or the employee's start date, whichever is later.

An eligible employee will accrue 1 hour of earned sick time for every 30 hours worked, but the eligible employee may only use up to 72 hours of earned sick time in a single ESTA benefit year. An FLSA-exempt eligible employee is

assumed to work 40 hours per workweek unless the employee's normal workweek is less than 40 hours.

Up to 72 hours of unused accrued earned sick time will carry over from ESTA benefit year to ESTA benefit year.

2. Frontloading Leave

For each ESTA benefit year, the District may frontload earned sick time consistent with this policy, a collective bargaining agreement, or individual employment contract.

If frontloading, the District will grant a full-time eligible employee 72 hours of earned sick time at the beginning of an ESTA benefit year. For a part-time eligible employee, the District will provide the employee with:

- a written notice of how many hours the employee is expected to work during the ESTA benefit year at the time of hire;
- an amount of earned sick time at the beginning of the ESTA benefit year that is proportional to the earned sick time the employee would accrue if the employee worked all the hours in that written notice; and
- 1 hour of earned sick time for every 30 hours worked after the employee exceeds the work hours in that written notice.

Frontloaded earned sick time will not carry over from one ESTA benefit year to the next unless authorized in the applicable collective bargaining agreement, individual employment contract, or handbook.

3. Compliance Presumption

The District is in compliance with this Section D if it:

- provides an eligible employee with paid time off in at least the same amounts of time off described in the ESTA that may be used for ESTA purposes or any other approved purpose, with the time used for an ESTA purpose being subject to the ESTA; or
- is a signatory to a collective bargaining agreement that requires contributions to a multiemployer plan under the Employee Retirement Income Security Act, subject to certain conditions.

E. Additional Absences

Additional absences, above and beyond earned sick time under the ESTA, are governed by an applicable collective bargaining agreement, individual employment contract, or Board Policy.

F. Permissible Uses

An eligible employee may use earned sick time for the following reasons:

1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
3. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

G. Use of Earned Sick Time

If the eligible employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin. If the eligible employee's need to use leave is not foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time as soon as practicable. For leave of more than 3 consecutive days, upon District request, the eligible employee must provide the District – within 15 days after the request – reasonable documentation that earned sick time was used for an ESTA purpose. The District will be responsible for paying the eligible employee's costs in obtaining the requested documentation.

In cases of domestic violence or sexual assault, reasonable documentation includes any of the following:

- a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault;

- a signed statement from a victim and witness advocate affirming that the employee or the employee's family member is receiving services from a victim services organization; or
- a court document indicating that the employee or the employee's family member is involved in legal action related to domestic violence or sexual assault.

All health, sexual assault, and domestic violence information and documentation received from an employee about earned sick time remains confidential and will not be disclosed, except to the employee, with the employee's written permission, or as and to the extent required by law.

Failure to comply with notice procedures or document requests to support the use of earned sick time, or using earned sick time for a non-permissible use, may result in discipline, including discharge.

Unless otherwise provided in an employee's collective bargaining agreement, individual employment contract, or handbook:

- earned sick time must be used in half-day or full-day increments; and
- an employee using earned sick time will not receive overtime pay, holiday pay, or bonuses for the earned sick time.

H. Notice and Recordkeeping

The District will:

1. provide an ESTA notice created by LEO to each eligible employee at hire or by March 23, 2025, whichever is later (see 4113-F-1);
2. display in a conspicuous location in each of its buildings the ESTA poster created by LEO; and
3. retain for not less than 3 years records documenting hours worked and earned sick time taken by eligible employees.

Legal authority: MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 2024 Mich LEXIS 1454 (July 31, 2024)

Date adopted: April 28, 2025

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113-F-1 Michigan Earned Sick Time Act (ESTA) Form

ESTA Hire Notice

Pursuant to the Michigan Earned Sick Time Act (ESTA), an eligible employee generally (1) earns 1 hour of earned sick time for every 30 hours worked, but the District may cap use of earned sick time to 72 hours per ESTA benefit year, or (2) receives at least 72 hours of earned sick time at the beginning of the District's ESTA benefit year (prorated for a part-time employee under certain circumstances). The District's ESTA benefit year is the 12-month period from July 1 to June 30.

Retaliatory personnel action by the employer against an employee for requesting or using earned sick time for which the employee is eligible is prohibited. An eligible employee may file a complaint with the Michigan Department of Labor and Economic Opportunity (LEO) for any ESTA violation.

Terms under which earned sick time may be used are identified in the ESTA and in District Policy 4113, which terms are incorporated by reference into this Notice. An eligible employee may use earned sick time for the following reasons:

1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
3. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because

of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

A LEO ESTA brochure is attached to this notice, along with a copy of the ESTA.

[Attach LEO Hire Notice When Published by LEO]

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113-F-2 Michigan Earned Sick Time Act (ESTA) Leave Request Checklist*

- ☐ **1. EE Eligibility.** Determine if EE is eligible for earned sick time under ESTA. If EE is ineligible, then ESTA does not apply. EE is ineligible if EE fits within at least 1 of the following exclusions:
- ☐ CBA Exclusion
 - ☐ EE is covered by a CBA that was in effect on 2/21/25,
 - ☐ The CBA has not expired, and
 - ☐ For every employee covered by the CBA, the CBA addresses sick leave (or a similar benefit) or expressly excludes sick leave.
 - ☐ Individual Employment Contract Exclusion
 - ☐ EE is covered by an individual employment contract that was signed by *both* the EE and ER on or before 12/31/24,
 - ☐ Contract is effective for 3 years or less,
 - ☐ ER notifies LEO of the contract,¹ and
 - ☐ Contract “conflicts” with ESTA.²
 - ☐ Categorical Exclusion
 - ☐ EE is an unpaid trainee or an unpaid intern,
 - ☐ EE is under 18 years old and employed under the Michigan Youth Employment Standards Act, or
 - ☐ ER policy allows EE to schedule EE’s own working hours and prohibits ER from taking adverse personnel action against EE for not scheduling a minimum amount of working hours.
- ☐ **2. Purpose for Leave.** Confirm EE’s requested leave is for an ESTA purpose. If not for an ESTA purpose, then ESTA does not apply. An eligible EE may use accrued earned sick time for any of the following purposes:
- ☐ EE or EE family member illness, injury, health condition, or preventative medical care.
 - ☐ If EE or EE family member is a domestic violence or sexual assault victim, for:
 - ☐ Medical care or counseling for a physical or psychological injury or disability,
 - ☐ Services from a victim services organization,
 - ☐ Relocation,
 - ☐ Legal services, or
 - ☐ Participation in any civil or criminal proceedings related to the domestic violence or sexual assault.
 - ☐ Meeting at child’s school or place of care related to:
 - ☐ The child’s health or disability, or
 - ☐ The effects of domestic violence or sexual assault on the child.
 - ☐ Closure of EE’s place of business by a public official due to a public health emergency.
 - ☐ EE need to care for a child whose school or place of care is closed by order of a public official due to a public health emergency.
 - ☐ Leave when health authorities or a health care provider determines that EE or EE family member presence in the community jeopardizes the health of others because of EE or EE family member exposure to a communicable disease.
- ☐ **3. Concurrent or Alternate Leave.**
- ☐ If an eligible EE’s requested leave is for an ESTA reason, determine whether earned sick time will run concurrently with any other available leave, such as FMLA leave or leave granted by a CBA, individual employment contract, or policy.
 - ☐ If EE is not an eligible EE or if eligible EE’s requested leave is not for an ESTA reason, determine if EE qualifies for any other leave, such as leave granted by a CBA, individual employment contract, or policy.
- ☐ **4. Leave Notice.** ESTA generally permits an ER to require an EE to provide up to 7 days’ advanced notice for foreseeable leave and notice as soon as practicable for unforeseeable leave. ESTA also permits an ER to discipline an EE who fails to provide required notice. Check any applicable CBA, individual employment contract, and policy for any ESTA advanced notice requirements applicable to the EE.

* This checklist was created on 9/17/25 and is based on (i) statutory text as of that date, and (ii) 7/22/25 Frequently Asked Questions published by LEO (FAQs). The back side of this checklist contains definitions.

This checklist is intended to assist a school with determining whether an EE’s leave request qualifies for earned sick time and, if so, to assist the school with processing that leave. According to the FAQs, an EE must request the use of earned sick time; an ER cannot mandate that an EE use earned sick time before the EE uses other leave.

Review any applicable CBA, individual employment contract, and policy for ESTA provisions that may impact the above checklist. For example, a contract may grant earned sick time to an EE who does not otherwise qualify for earned sick time under ESTA.

ESTA leave mandates do not apply to an ER with less than 11 EEs (Small Employer) until 10/1/25 or, if the Small Employer did not employ an EE before 2/21/22, until 3 years after the ER first employs an EE.

¹ ERs must notify LEO by email: leo-estacontract@michigan.gov.

² Neither ESTA nor the FAQs expressly address what it means for an individual employment contract to “conflict” with ESTA. The FAQs suggest, however, that a conflict exists if the contract addresses sick leave (or a similar benefit) or expressly excludes sick leave.

- ☐ **5. Available Leave.** Confirm EE did not exhaust accrued earned sick time. If EE exhausted accrued time, then ESTA does not apply, assuming that ER granted minimum leave required by ESTA. An ER may satisfy its earned sick time mandate for an EE by either (i) frontloading earned sick time at the beginning of the ER's ESTA benefit year for immediate use (frontloading requirements differ for full-time and part-time EEs), or (ii) granting 1 hour of earned sick time for every 30 hours worked. Reminders:

- ☐ If EE accrues leave at the rate of 1 hour for every 30 hours worked, then:
 - ☐ An ER is not required to permit an EE to use more than 72 hours of earned sick time during an ESTA benefit year (40 hours if a Small Employer).
 - ☐ ER must allow EE to carry over up to 72 hours of accrued leave from ESTA benefit year to ESTA benefit year (40 hours if a Small Employer).
 - ☐ An ER may require an EE hired after 2/21/25 to wait up to 120 calendar days after commencing employment before using accrued leave.
 - ☐ An EE exempt under the Fair Labor Standards Act is assumed to work 40 hours per workweek, unless the EE's normal workweek is less than 40 hours.
- ☐ If EE (i) transfers to another position while employed for the same ER, or (ii) separates from employment but is rehired by the same ER within 2 months after separation, then EE may use earned sick time that was accrued but unused before the

transfer or separation, unless the ER paid the EE the value of that earned sick time at time of transfer or employment separation.

- ☐ **6. Leave Increment.** Leave may be used in:
- ☐ 1-hour increments, or
 - ☐ The smallest increment the ER uses to account for non-ESTA absences.
- ☐ **7. Supporting Documents.** For leave of more than 3 consecutive days, ER may require EE to provide the ER with reasonable documentation that earned sick time was used for an ESTA purpose. If ER requests such documentation, then ER is responsible for paying EE's costs in obtaining the documentation and EE must return the documentation within 15 days of the request. Reasonable documentation is:
- ☐ Documentation signed by a health care professional indicating that earned sick time is necessary, or
 - ☐ In cases of domestic violence or sexual assault, any of the following selected by the EE:
 - ☐ A police report indicating that the EE or the EE's family member was a victim of domestic violence or sexual assault,
 - ☐ A signed statement from a victim and witness advocate affirming that the EE or the EE's family member is receiving services from a victim services organization, or
 - ☐ A court document indicating that the EE or the EE's family member is involved in legal action related to domestic violence or sexual assault.

Definitions

- CBA – collective bargaining agreement.
- Domestic partner – adult in committed relationship with another adult.
- Earned sick time – Time off from work that can be used for any ESTA purpose.
- EE – Employee.
- ER – Employer.
- Family member –
 - o Biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the EE stands *in loco parentis*,
 - o Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an EE or an EE's spouse or domestic partner or a person who stood *in loco parentis* when the EE was a minor child,
 - o Individual to whom the EE is legally married under the law of any State or a domestic partner,
 - o Grandparent or grandchild,
 - o Biological, foster, or adopted sibling,
 - o Individual related by blood to the EE, or
 - o Individual whose close association with the EE is the equivalent of a family relationship.
- FMLA – Family and Medical Leave Act.
- Health Care Professional –
 - o Person licensed under Michigan or federal law to provide health care services, including nurses, doctors, and emergency room personnel, or
 - o Certified midwife.
- LEO – Michigan Department of Labor and Economic Opportunity.

This checklist provides a general overview of ESTA and its applicability to schools. None of the information in this checklist is intended as legal advice or opinion for specific facts, matters, situations, or issues. Consult legal counsel about the application of this document to a specific circumstance or situation. This checklist is subject to future legal developments.

Series 2000: Bylaws

2200 Board Powers

2202 *Authority to Enter into Contracts*

- A. The Board may enter into agreements, contracts, or other cooperative arrangements with other entities, public or private, including, but not limited to, another school district or intermediate school district, to the extent permitted by law.
- B. The Board also may enter into an agreement with a public school academy to provide services to the public school academy or the academy's students or for the public school academy to provide services to the District or to the District's students.
- C. No agreement, contract, or other cooperative arrangement is binding on the District unless approved by the Board or designee and executed by 1 or more persons delegated authority to act as an authorized signatory to an agreement, contract, or other cooperative arrangement on the Board's behalf. Absent the Board's express delegation of authority to another entity or person, only the Board has the authority to contractually bind the District.
- D. The Board and its authorized designees are without authority to grant unconditional indemnity to a third party before a liability-triggering event has occurred.
- E. Before presenting a contract to the Board for approval, the Superintendent or designee will:
 - 1. verify the Board's contracting authority;
 - 2. review budget parameters and implications and recommend any correspondingly required budget amendments;
 - 3. review relevant existing contractual obligations;
 - 4. consider and report to the Board any actual or perceived conflicts of interest; and
 - 5. ensure that the contract complies with all relevant laws and Policies.
- F. All independent contractors, employees of independent contractors, and other persons who provide services to the District who are not District employees must comply with all applicable legal requirements and Policies, including those related to interactions with students, non-discrimination, ethics and standards, student safety and welfare, student privacy, and District operations.

Legal Authority: MCL 15.321 et seq.; MCL 380.11a(4), 380.1203, 380.1228, 380.1421, 380.1422; *Huntington Leasing Co v Manistee ISD*, unpublished Mich App No. 250942 (2005)

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Series 2000: Bylaws

2400 Board Membership and Duties

2406 Board Officers' Duties

To ensure proper District oversight, a Board officer must fulfill the requirements of the respective office. The following Board officer duties may be modified or removed, in whole or in part, by Board action.

A. President

1. Preside over all Board meetings and act as a decision-maker on procedural issues.
2. Coordinate with the Superintendent or designee to prepare Board meeting agendas.
3. Serve as the Board's spokesperson unless another person is designated by the Board.
4. Sign contracts, correspondence, and other documents on behalf of the District as authorized by the Board or required by law.
5. Accept complaints and coordinate investigations into allegations of misconduct against other Board members or the Superintendent, including placing the Superintendent on non-disciplinary, paid administrative leave during the pendency of an investigation.
6. Contact legal counsel on the Board's behalf or authorize individual Board members to contact legal counsel.
7. Perform other duties as prescribed by law, Policy, or Board action.

B. Vice President

1. In the President's absence, or in the event that the President is precluded from performing the President's duties due to illness or other reason, the Vice President is authorized to preside over Board meetings and perform the President's duties to the extent allowed by law. In the alternative, the Board may appoint a Board member to serve as acting President, and that acting President will be authorized to preside over Board meetings and perform the President's duties to the extent allowed by law.
2. Perform other duties as prescribed by law, Policy, or Board action.

C. Secretary

1. Ensure that an accurate record of Board meetings is maintained and published in compliance with law.



2. Sign Board meeting minutes, orders, resolutions, and records memorializing Board proceedings.
3. Draw and sign orders upon the Treasurer for money to be disbursed by the Board.
4. Perform other duties as prescribed by law, Policy, or Board action.
5. In the Secretary's absence, or in the event that the Secretary is precluded from performing the Secretary's duty to sign Board meeting minutes due to illness or other reason, the President must appoint a temporary Secretary, who will be authorized to sign approved Board meeting minutes. For all other Secretary duties, in the Secretary's absence, the Vice President is authorized to perform the Secretary's duties to the extent allowed by law. In the alternative, the Board may appoint a Board member to serve as acting Secretary, and that acting Secretary will be authorized to perform the Secretary's duties to the extent allowed by law.
6. The Secretary may delegate Secretary duties to an assistant to the Secretary to the extent allowed by law.

D. Treasurer

1. Serve as the custodian and maintain accounting for District monies, credits, and property.
2. Sign checks and other Board-authorized documents.
3. Perform other duties as prescribed by law, Policy, or Board action.
4. In the Treasurer's absence, or in the event that the Treasurer is precluded from performing the Treasurer's duties due to illness or other reason, the Vice President is authorized to perform the Treasurer's duties to the extent allowed by law. In the alternative, the Board may appoint a Board member to serve as acting Treasurer, and that acting Treasurer will be authorized to perform the Treasurer's duties to the extent allowed by law.
5. In the absence of both the President and the Vice President, or when both the President and Vice President are precluded from performing their respective duties due to illness or other reason, the Treasurer is authorized to preside over Board meetings and perform the President's and the Vice President's respective duties to the extent allowed by law. In the alternative, the Board may appoint a Board member to serve as acting President, and that acting President will be authorized to perform the President's duties to the extent allowed by law. The Board may also appoint a Board member to serve as acting Vice President, and that acting Vice President will be authorized to perform the Vice President's duties to the extent allowed by law.

6. The Treasurer may delegate Treasurer duties to the person acting as the District's business official or to an assistant to Treasurer, to the extent allowed by law.

E. Succession

1. Board office holders will promptly transfer authority to their respective successor in office, including access to District accounts, investments, files, and public records.
2. Board office holders will promptly deliver District property, including logs, ledgers, money, reports, files, books, equipment, and public records, to the Board officer's respective successor in office.
3. The transfer of District property will promptly occur at a location and time agreed upon by the Board officer and the Board officer's successor in office or at a location and time otherwise determined by the Board.

Legal authority: MCL 380.901, 380.947, 380.1201, 380.1213, 380.1221, 380.1223, 380.1231, 380.1362, 380.1371, 380.1372, 380.1535a, 380.1539b, 380.1577, 380.1613; MCL 600.6094

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Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2501 Meetings

Board meetings must be conducted in accordance with the Open Meetings Act.

A. Notice

1. The Board must publicly post its regular meeting schedule within 10 calendar days after the Board's first meeting in each calendar or fiscal year. The notice must include the dates, times, and places of the regular meetings. If the regular meeting schedule is changed, the Board must publicly post the revised regular meeting schedule within 3 calendar days after the Board meeting at which the change was made.
2. Special meeting and rescheduled regular meeting notices must be posted at least 18 hours in advance of a special or rescheduled regular meeting.
3. Regular, rescheduled regular, and special meeting notices must be posted at the Board's principal offices. The notice, or a prominent and conspicuous link to the notice, also must be posted on the District website's homepage as required by the Open Meetings Act, if the District's website is updated at least monthly with meeting agendas or minutes.
4. Meeting notices must contain:
 - a. the name, address, and telephone number of the Board;
 - b. the time, date, and place of the meeting;
 - c. a statement where official minutes are stored and available for inspection; and
 - d. a disability accessibility notice.
5. Emergency meetings may be held without complying with the above-described notice requirements in the event of a severe and imminent threat to the health, safety, or welfare of the public, and two-thirds of the Board members elected or appointed to and serving on the Board determine that delay would be detrimental to efforts to lessen or respond to the threat. The Board will provide notice of an emergency meeting in compliance with the Open Meetings Act.
6. Public hearing notices must contain a description of the purpose(s) for which the public hearing will be conducted to the extent required by law.
7. The notice for an electronic Board meeting must comply with Policy 2501A.

B. Quorum

1. A quorum of the Board means a majority of the Board members elected or appointed to and serving on the Board, unless different quorum and voting rules are otherwise provided by law.
2. All deliberations of a quorum of the Board must take place at a meeting that is open to the public, unless closed session deliberations are permitted by law.
3. All decisions made by the Board constituting a quorum of its members must take place at a meeting that is open to the public, except as otherwise provided by the Open Meetings Act.

C. Meeting Types

1. The Board will hold its regular meetings at the dates, times, and locations specified in the District's annual notice published pursuant to the Open Meetings Act. If the notice is amended, then meetings will be held according to the amended notice.
2. Special, rescheduled regular, or emergency meetings may be called by the President, the Superintendent, or two Board members. Notice of such meetings will be provided in accordance with the Open Meetings Act.
3. The Board may, in compliance with the Open Meetings Act, hold work sessions and retreats to provide Board members and administrators with the opportunity to plan, research, and engage in discussion.
4. The Board may meet as a committee of the whole. See Policy 2505(C).

D. Closed Session

1. The Board may meet and deliberate in closed session only for 1 or more purposes authorized by the Open Meetings Act.
2. Depending on the closed session purpose(s), the Open Meetings Act may require a two-thirds roll call vote for the Board to meet in closed session. A vote to enter closed session must be made in open session.
3. Closed session meeting minutes must be kept confidential. Board members must keep matters discussed and documents received confidential unless otherwise authorized by the Board or law. See Section G, below.
4. All discussions in closed session are limited to the purpose(s) identified in the motion calling the closed session.
5. The Board will determine the non-member attendees for a closed session unless attendance is required by Policy or law.
6. No decisions will be made during a closed session.

E. Meeting Cancellation

The Board is legally required to hold at least 1 public meeting each month. The President or designee may cancel a Board meeting if the President or designee determines that a quorum of the Board will not be present for the meeting, there is no business for the Board to conduct at the meeting, or it would be unreasonable or dangerous for Board members or the public to attend the meeting (e.g., inclement weather). The President or designee will ensure that a District staff member posts notice of the cancellation on the District's website on the same day as the cancellation. If necessary, a cancelled meeting will be rescheduled.

F. Electronic Board Meetings and Remote Participation

Electronic Board meetings may be held, and a Board member may participate in a Board meeting remotely, as authorized by Policy 2501A.

G. Minutes

The Board will keep minutes of each Board meeting in accordance with the following:

1. The Secretary will record and maintain meeting minutes.
2. The Secretary, or a temporary or an acting Secretary in the absence of the Secretary, will sign meeting minutes.
3. Meeting minutes must comply with the Open Meetings Act.
 - a. Open session meeting minutes
 - i. Minutes for a meeting open to the public will include at least the following information:
 - A) the meeting date, time, and location;
 - B) the Board members present for or otherwise participating in the meeting;
 - C) the Board members absent from the meeting;
 - D) Board decisions;
 - E) the purpose(s) for which any closed session meeting was held and the specific Open Meetings Act provision(s) that permitted the closed session;
 - F) any roll call votes conducted by the Board; and
 - G) corrections, if any.



- ii. The Board must make proposed open session meeting minutes available for public inspection within 8 business days after the applicable Board meeting.
 - iii. The Board must make approved open session meeting minutes available for public inspection within 5 business days after the meeting at which the Board approved the minutes.
- b. Closed session meeting minutes
 - i. Closed session meeting minutes must be prepared and maintained separately from open session meeting minutes.
 - ii. Closed session meeting minutes will not be made available to, or be disclosed to, the public, except as required by court order.
 - iii. Closed session meeting minutes may be destroyed by the District 1 year and 1 calendar day after the approval of the minutes of the regular meeting at which the closed session minutes were approved, or any time thereafter.
 - iv. Closed session meeting minutes must include at least the following information:
 - A) the meeting date, time, and location;
 - B) the Board members present for or otherwise participating in the meeting;
 - C) the Board members absent from the meeting; and
 - D) the purpose(s) for which the closed session meeting was held and the specific Open Meetings Act provision(s) that permitted the closed session.
- c. Open session Board meeting minutes may be published on the District's website.

H. Accommodating Board Members and Other Individuals with Disabilities

Any Board member or other individual with a disability who requires reasonable accommodations to participate in, or attend, a Board meeting must contact the Superintendent's office in advance of the meeting to request an accommodation.

I. Parliamentary Procedure

Board meetings will be conducted consistent with the parliamentary authority provided in Roberts Rules, provided the procedure is consistent with Board Policy and the law.

J. Recess

A Board meeting may be recessed. A Board meeting that is recessed for more than 36 hours may only be reconvened once the notice requirements for the meeting, as described in this Policy, have been satisfied, including special meeting or rescheduled regular meeting notice requirements, if applicable.

K. Electronic Communications

All electronic communications among Board members, including, but not limited to, emails, instant messages, text messages, and social media posts, must comply with the Open Meetings Act.

A quorum of the Board may not use electronic communication to deliberate on or decide matters of public policy.

A Board member may use electronic communication to communicate with administrators and other District personnel regarding matters such as meeting availability and proposed agenda items.

Legal authority: MCL 15.263, 15.263a, 15.265, 15.267, 15.269; MCL 380.1201

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Series 3000: Operations, Finance, and Property

3100 General Operations

3102 *Smoking, Tobacco Products, Drugs, and Alcohol*

A. Definitions

1. “Electronic nicotine delivery system” means any product containing or delivering nicotine, a nicotine analog, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. “Electronic nicotine delivery system” includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, e-hookah, vape pens, mods, and tank systems, regardless of any other product name or descriptor that is used. “Electronic nicotine delivery system” includes any component part of a product, whether marketed or sold separately, including but not limited to e-liquids, e-juice, cartridges, and pods.
2. “Illegal drugs” means “controlled substances” under federal or Michigan law, anabolic steroids, human growth hormones or other performance-enhancing drugs, substances purported to be illegal, abusive, or performance-enhancing (i.e., synthetic “look-alike”) drugs, or other drugs prohibited by law.
3. “Imitation tobacco product” means any edible non-tobacco product designed to resemble a commercial tobacco product, or any non-edible non-tobacco product designed to resemble a commercial tobacco product and intended to be used by children as a toy. “Imitation tobacco product” includes, but is not limited to, candy or chocolate cigarettes, bubble gum cigars, shredded bubble gum resembling chewing tobacco, pouches containing flavored substances packaged similar to snus, and shredded beef jerky in containers resembling snuff tins.
4. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, cannabis, or other plant, whether natural or synthetic, that is intended for inhalation. “Smoking” also includes carrying or using an activated electronic nicotine delivery system.
5. “Tobacco-related devices” means ashtrays, rolling papers, wraps, or pipes for smoking and any components, parts, or accessories of electronic nicotine delivery systems.
6. “Tobacco product” means any product containing, made, or derived from tobacco or that contains nicotine, whether synthetic or natural, that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including but not limited to: cigarettes; electronic nicotine delivery systems; cigars; little cigars;

cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.

7. "Use of tobacco product" means any of the following:

- a. the carrying by a person of a lighted cigar, cigarette, pipe, other tobacco-related device, or electronic nicotine delivery system;
- b. the ingestion of a tobacco product, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means;
- c. the placing of a tobacco product within a person's mouth; or
- d. the smoking or use of an electronic nicotine delivery system, tobacco product, imitation tobacco product, or other substitute forms of cigarettes, clove cigarettes, or other lighted smoking devices for consuming or inhaling tobacco, nicotine, or any other substance.

B. Smoking and Tobacco Products

1. The District prohibits the sale, possession, distribution, dispensation, display, promotion, consumption or use of tobacco products, tobacco-related devices, electronic nicotine delivery systems, or imitation tobacco products on property owned or operated by the District and at any District-related event.
2. This policy does not prohibit the use of nicotine replacement therapies for smoking cessation, such as Food and Drug Administration approved nicotine gum, patches, or lozenges.

C. Drugs

1. The District prohibits the sale, possession, distribution, dispensation, display, promotion, consumption, or use of illegal drugs on property owned or operated by the District and at any District-related event.
2. The District prohibits the sale, possession, distribution, dispensation, display, promotion, consumption, or use of any products containing cannabidiol (commonly referred to as CBD) on property owned or operated by the District and at any District-related event. The Superintendent or designee will consider exceptions to this prohibition.
3. District personnel should review Policy 4210 for the District's drug- and alcohol-free workplace policy. Students should review Policy 5206 for the student discipline policy.

D. Alcohol

1. The District generally prohibits the sale, possession, distribution, dispensation, display, promotion, consumption, and use of alcohol on property owned or operated by the District and at any District-sponsored event, except as otherwise provided in this Policy.
 2. With the written permission of the Superintendent or designee, the District may permit the lawful sale, possession, distribution, dispensation, display, promotion, consumption, and use of alcohol on school property if:
 - a. the District building is used for adult education or college extension courses; or
 - b. the use or possession of alcohol is part of a generally recognized religious service or ceremony; or
 - c. the use or possession is part of a non-school function. The District will require the entity utilizing school property to furnish evidence of insurance, satisfactory to the District, with the District identified as an additional insured on the policy.
 3. Any person or entity with the Superintendent's or designee's permission in subsection D.2 must comply with and enforce all applicable laws and regulations and obtain any legally-required permits. See also Policy 3304.
 4. District personnel should review Policy 4210 for the District's drug- and alcohol-free workplace policy.
- E. It shall not be a violation of this policy:
1. for commercial tobacco products, tobacco-related devices, imitation tobacco products, or lighters to be included in an instructional or work-related activity in the District school buildings if the activity is conducted by a staff member or an approved visitor and the activity does not include smoking, chewing, or otherwise ingesting the product;
 2. for a person to possess or provide tobacco, tobacco-related devices, imitation tobacco products, or lighters to any other person as part of an indigenous practice used by Native communities for spiritual and medicinal purposes. It shall not be a violation of this policy to use tobacco, tobacco-related devices, imitation tobacco products, or lighters as part of an educational experience related to traditional or sacred tobacco practices that has been approved by administrators;
 3. to use or possess a product that has been approved by the U.S. Food and Drug Administration for sale as a tobacco cessation product, as a nicotine dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.



Legal authority: 20 USC 6081 et seq.; 21 USC 812, 21 USC 860; 21 CFR 1100.3; MCL 333.7201 et seq., 333.7410, 333.12601 et seq.; MCL 436.1904; MCL 722.642; MCL 750.473; Mich Admin Code R 338.3101 et seq.

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Series 3000: Operations, Finance, and Property

3100 General Operations

3108 Service Animals

The District will permit a person with a disability to be accompanied by a service animal in all areas of the District's facilities where members of the public, invitees, or participants in District services, programs, or activities are permitted.

A. Definitions

1. A "service animal" means any dog that is individually trained to perform tasks for the benefit of a person with a disability. A dog whose sole purpose is to deter crime or whose mere presence is to provide emotional support or comfort to the person with a disability is not a service animal.

Except as provided by law, other animals are not service animals for purposes of this definition. Under certain circumstances, the District will permit a person with a disability to be accompanied by a miniature horse in District facilities if the horse has been individually trained to perform tasks for the benefit of the person with a disability.

The work or tasks performed by a service animal must be directly related to the person's disability. The service animal must be trained to take a specific action when needed to assist the person with a disability. Examples of work or tasks include, but are not limited to:

- assisting blind or low vision persons with navigation and other tasks;
- alerting deaf or hard of hearing persons to the presence of people or sounds;
- providing non-violent protection or rescue work;
- pulling a wheelchair;
- assisting a person during a seizure;
- alerting persons to the presence of allergens, the onset of a seizure, or high/low blood sugar levels;
- retrieving items such as medicine or a telephone;
- providing physical support and assistance with balance and stability to persons with mobility disabilities; and
- helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

2. A "service animal in training" means an animal accompanied by an animal raiser or trainer with the intent that animal is being raised, socialized, and trained to become a service animal.
3. An "animal raiser or trainer" means an individual who raises and socializes a service animal in training with the intent that the animal will become a service animal.

B. Admission of Service Animals

A student or employee with a disability who desires to be accompanied by a service animal at school is encouraged, but is not required, to notify the District in writing at least 10 school days or as soon as is practicable before bringing the service animal to school. The District may provide a form for this purpose.

If a student or employee desires to be accompanied by a service animal during school or work and the student or employee will not be the animal's handler, the handler must undergo a criminal history check and any other background check required for employees and volunteers by state law or Policy before being allowed to regularly access District facilities as the handler. The District will permit the person with a disability to be accompanied by a service animal in District facilities without that handler.

C. Inquiries

District officials may ask the person with a disability or the service animal's owner or handler the following questions to the extent the answers to the questions are not readily apparent:

- Is the service animal required because of a disability?
- What type of work or task has the service animal been trained to perform?

District personnel will not inquire about the nature or extent of the person's disability. District personnel also may not require documentation that the service animal is certified, trained, or licensed as a service animal, nor may District personnel require the service animal to demonstrate its task or work.

If a local ordinance or the public health department requires that dogs be vaccinated, registered, or licensed with the county or other authority, the District may require proof that a service animal meets those requirements.

D. Charges, Fees, and Liability

The District may not ask or require a person with a disability to pay the District to be accompanied by a service animal on District property. The District may charge the service animal's owner for damages to District property caused by the service animal to the extent it charges other persons for damages caused to District property.

The owner of the service animal is solely responsible and liable for any damage to District property or injury to persons caused by the animal.

E. Care and Supervision of Service Animal

The person with a disability or the service animal's handler is responsible for the care and supervision of the service animal at school, including, toileting, feeding, grooming, veterinary care, and exercising. The District is not responsible for supervising or otherwise caring for a service animal unless required by law.

F. Control of Service Animal

A service animal must be under its handler's control at all times. A service animal must be on a harness, leash, backpack, or other tether unless the person's disability prevents the use of the device or the device interferes with the service animal's safe and effective performance of work or tasks. In this case, the person with a disability or the handler must use voice, signal, or other effective means to maintain control of the service animal.

G. Exclusion of Service Animal

The District may exclude a service animal from District property or functions if:

- the animal is out of control and the handler does not take effective action to control it;
- the animal is not housebroken;
- the animal poses a direct threat to the health or safety of others; or
- the animal's presence fundamentally alters the nature of the District's programs, services, or activities.

If District officials determine that the service animal should be excluded from District facilities for one of the above reasons, the person with a disability (or the Parent of a student with a disability) will be notified of the determination, asked to remove the service animal immediately, and given an opportunity to respond to the District's concerns. If a District official determines to exclude a service animal, he or she shall notify the owner in writing and provide a copy of the District's Section 504/ADA grievance procedures. The person with a disability shall be given the opportunity to participate in the District service, program, or activity without the service animal.

H. Allergies

Allergies to pet dander and the fear of dogs are not valid reasons to exclude a service animal from District facilities. A person who has a concern about a service animal's presence in District facilities should contact the building administrator or the District's Section 504/ADA Coordinator.

I. Denial of Access and Grievance

If a District official denies a request for access of a service animal, the person with a disability or his/her Parent may file a written grievance with the District's Section 504/ADA Coordinator.

Nothing in this Policy diminishes any right a person with a disability may have to be accompanied by a service animal or other assistance animal in District facilities or at District events under other federal or state laws.

J. Service Animals in Training

The District will permit service animals in-training in all areas of the District's facilities where members of the public, invitees, or participants in District services, programs, or activities are permitted, if the service animal in training is accompanied by an animal raiser or trainer for the purpose of training or socializing the animal.

The service animal in training must be under the control of the raiser or trainer and have a harness, leash, or other tether. If the use of these items interferes with the service animal in training's safe and effective performance of work, tasks, training, or socialization, the service animal in training must be otherwise under the control of the animal raiser or trainer.

Allergies to pet dander or fear of the animal are not valid reasons to exclude service animal in training from the District's facilities.

The animal raiser or trainer is responsible for the care and supervision of the service animal in training at school, including, toileting, feeding, grooming, veterinary care, and exercising. The District is not responsible for supervising or otherwise caring for a service animal in training unless required by law.

The District may exclude a service animal in training from District property or functions only if:

- the animal is out of control and the animal raiser or trainer does not take effective action to control it;
- the animal is not housebroken;
- the animal poses a direct threat to the health or safety of others; or
- the animal's presence fundamentally alters the nature of the District's programs, services, or activities.

If District officials determine that the service animal in training should be excluded from District facilities, the animal raiser or trainer will be notified of the determination, asked to remove the service animal in training immediately, and given an opportunity to participate in the District service, program, or activity without the service animal in training.

The District may not ask or require an animal raiser or trainer to pay the District to be accompanied by a service animal in training on District property. The District may charge the animal raiser or trainer for damages to District property caused by the service animal in training to the extent it charges other persons for damages caused to District property.

The animal raiser or trainer is solely responsible and liable for any damage to District property or injury to persons caused by the animal.

K. Non-Service Animals

Animals on District property that are not service animals as defined by the ADA, such as pets or emotional support animals, are not covered by this Policy. See Policy 3109.

Legal authority: 28 CFR 35.136; MCL 287.291

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Series 3000: Operations, Finance, and Property

3100 General Operations

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

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

Title IX sexual harassment is covered by Policy 3118.

A contract to which the District is a party will be read to include a covenant by the contractor and its subcontractors not to discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, national origin, religion, sex, 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.; 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.

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115A Definitions for 3115 Series

- A. The following definitions apply to policies 3115-3115H, 4101, 4102, and 5202, which address non-discrimination, anti-harassment, and non-retaliation:
1. "Appeals Officer" means a person who is designated to hear a determination appeal or a dismissal appeal. The Appeals Officer may not be the same person as the Coordinator, Decisionmaker, Investigator, or Informal Resolution Facilitator.
 2. "Complainant" means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination and who was participating or attempting to participate in the District's education program or activity at the time of the alleged Unlawful Discrimination.
 3. "Complaint" means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Unlawful Discrimination.
 4. "Coordinator" means the person(s) designated by the District to coordinate the District's compliance with state and federal non-discrimination laws. The Coordinator may be the same person as the Investigator and Decisionmaker.
 5. "Day" means a day that the District's central office is open for business, unless otherwise indicated.
 6. "Decisionmaker" means the person designated to issue a determination as to whether Unlawful Discrimination occurred. The Decisionmaker may be the same person as the Coordinator and Investigator.
 7. "Disciplinary Sanctions" means consequences imposed on a Respondent following a determination that the Respondent engaged in Unlawful Discrimination.
 8. "Grievance Procedure" means the process outlined in Policy 3115E.
 9. "Informal Resolution Facilitator" means the person designated to facilitate an informal resolution process. The Informal Resolution Facilitator may not be the same person as the Investigator or the Decisionmaker.
 10. "Investigator" means the person designated to investigate a complaint of Unlawful Discrimination. The Investigator may be the same person as the Coordinator and Decisionmaker.

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.; 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.

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115B Designation of Coordinators

The District designates the following person(s) to serve as non-discrimination Coordinators:

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

Second Title IX Coordinator
Michael Walling
1585 Meisner Road, East China, MI 48054
810.676.1020
mwalling@ecsd.us

Section 504 Coordinator
Jessica Brohl
1585 Meisner Road, East China, MI 48054
810.676.1016
jbrohl@ecsd.us

Civil Rights Coordinator/Employment Compliance Officer
Dawn Demick
1585 Meisner Road, East China, MI 48054
810.676.1030
ddemick@ecsd.us

A Complaint against a Coordinator listed above may be made to the Superintendent or Board President. A Complaint against the Superintendent may be made to the Board President. A Complaint against the Board President may be made to the Board Vice President.

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.; 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.

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115C Supportive Measures

A. Supportive Measures

The District will offer and coordinate Supportive Measures, as appropriate, for Complainants, Respondents, and others whose access to the District's education program and activity was impacted by alleged Unlawful Discrimination. Supportive Measures are designed to restore or preserve a person's access to the District's education program or activity or provide support during the District's Grievance Procedure and informal resolution process. Supportive Measures are available at any time, including before, during, and after the Grievance Procedure or Informal Resolution Process.

Supportive Measures must not unreasonably burden any Party.

B. Students with Disabilities

If a Party is a student with a disability, the applicable Coordinator or designee should consult with one of more members, as appropriate, of the student's Section 504 or Individualized Education Program Team (as applicable), to ensure compliance with Section 504 or the IDEA in the implementation of Supportive Measures.

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.; 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.

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115D Informal Resolution

In lieu of resolving a Complaint through the Grievance Procedure, and if offered by the District, the Parties may elect to participate in an informal resolution process. If the Complaint involves Title IX Sexual Harassment, the informal resolution process in Policy 3118 applies. Informal resolution is not available to resolve a Complaint that includes allegations that an employee engaged in sex-based harassment of a student, or when such a process would conflict with Federal, State, or local law.

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.

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.; 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.

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3100 General Operations

3115E Grievance Procedure and Remedies

A. Grievance Procedure

1. Generally

The District has adopted the following Grievance Procedure that provides for the prompt and equitable resolution of Unlawful Discrimination, including harassment and retaliation, Complaints, excluding Title IX Sexual Harassment complaints. This Grievance Procedure will be used to investigate and resolve Complaints of Unlawful Discrimination, including harassment and retaliation, between and among students, employees, volunteers, contractors, and Board members.

The District will treat Complainants and Respondents equitably.

The District requires that any individual serving in a Key Role not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District presumes that the Respondent is not responsible for the alleged Unlawful Discrimination until a determination is made at the conclusion of the Grievance Procedure.

2. Grievance Procedure Timeframes

The District anticipates that most investigations will be concluded within 60 days. Investigations that involve several parties or witnesses, or investigations that are more complex, may exceed 60 days.

3. Confidentiality

The District will take reasonable steps to protect the privacy of the Parties and witnesses during its Grievance Procedure. These steps will not restrict the ability of the Parties to obtain and present evidence, including consulting with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the Grievance Procedure.

4. Evidence Considerations

The Decisionmaker will objectively evaluate all relevant evidence. Credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.

5. Complaint Consolidation

The District may consolidate Complaints when the allegations arise out of the same facts or circumstances.

6. Notice of Allegations

Upon receiving a Complaint, the applicable Coordinator will notify the Parties of the following:

- a. The Grievance Procedure and any informal resolution process;
- b. Sufficient information available at the time to allow the Parties to respond to the allegations, including the identities of the Parties involved in the incident(s), the conduct alleged to constitute Unlawful Discrimination, and the date(s) and location(s) of the alleged incident(s); and
- c. Retaliation is prohibited.

If, during an investigation, the District decides to investigate additional allegations of Unlawful Discrimination by the Respondent toward the Complainant that are not included in the notice provided or that are included in a Complaint that is consolidated, the District will notify the Parties of the additional allegations.

7. Investigation

The District will ensure an adequate, reliable, and impartial Complaint investigation. The burden is on the District - not on the Parties - to conduct an investigation that gathers sufficient evidence to determine whether Unlawful Discrimination occurred.

The Parties will be provided an equal opportunity to present fact witnesses and other inculpatory and exculpatory relevant evidence.

Throughout the investigation, the Investigator must determine what, if any, facts remain in dispute. If dispositive facts are not reasonably in dispute (e.g., based on Party admissions, irrefutable evidence), further investigation is not required.

8. Determination

Following the investigation and evaluation of the evidence, the Decisionmaker will:

- a. Use the preponderance of the evidence standard to determine whether Unlawful Discrimination occurred.
- b. Notify the Parties in writing of the determination whether Unlawful Discrimination occurred, including the rationale for such determination and the procedures and permissible bases for the Complainant and Respondent to appeal, if applicable.
- c. Comply with this Grievance Procedure before imposing any disciplinary sanctions against a Respondent.

9. Remedies

If there is a determination that Unlawful Discrimination occurred, the applicable Coordinator will, as appropriate:

- a. Coordinate the provision and implementation of remedies to a Complainant and other people the District identifies as having had equal access to the District's education program or activity limited or denied by Unlawful Discrimination;
- b. Coordinate the imposition of any Disciplinary Sanctions against a Respondent; and
- c. Take other appropriate prompt and effective steps to ensure that Unlawful Discrimination does not continue or recur within the District's education program or activity.

10. False Statements

A person who knowingly files a false Complaint or makes a materially false statement is subject to discipline, including discharge from employment or expulsion.

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.; 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.

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115H Training Requirements and Policy Notice

A. Training Requirements

All Coordinators and individuals assigned to serve in a Key Role must be adequately trained.

B. Nondiscrimination Notice Requirement

The District will prominently post on its website a notice of nondiscrimination, clearly stating that it applies to students, parents, employees, and applicants for admission and employment. The notice of nondiscrimination will comply with all applicable laws.

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.; 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.

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Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3301A Purchasing and Procurement with Federal Funds

This Policy applies to purchases of property and services with federal funds that are subject to the Uniform Grant Guidance. 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. Micro-Purchases

- a. In accordance with the requirements of 2 CFR 200.320(a)(1)(iv), the District self-certifies a micro-purchase threshold equal to the state bid threshold established by MDE each year. MDE's publication of the state bid threshold shall be considered the District's adoption, endorsement, and annual self-certification of the micro-purchase threshold.
- b. To the extent District administration determines that the cost of the purchase is reasonable, micro-purchases may be made or awarded without bidding. For purposes of this subsection, "reasonable" means the District has determined, supported by documentation, that the purchase is comparable to market prices for the geographic area.
- c. To the extent practicable, the District will distribute micro-purchases equitably among qualified suppliers.

2. Purchases between the Micro-Purchase Threshold and \$350,000 (simplified acquisition threshold)

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

3. Purchases over \$350,000

- 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 ensure 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 when bid results are made 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

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Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3303 *Gifts and Donations*

The Board recognizes and appreciates the generosity and support it receives in the form of gifts, donations, and voluntary contributions ("Donations") from individuals, companies, Parent support groups, the community, and other donors.

The District requests that substantial Donations be accompanied by Form 3303-F Gifts and Donations. All Donations made for a particular purpose must be accompanied by Form 3303-F.

A. Accepting Donations

1. Donations must be lawful and support an educational purpose.
2. Donations accepted by the District will become public funds or public property unless an exception is provided under applicable law.
3. The Board authorizes the Superintendent or designee to accept Donations of personal property on behalf of the Board with an estimated fair market value of \$1,000 or less. The Board retains authority, in its discretion, to accept Donations of personal property exceeding \$1,000.
4. The Board must approve all Donations of real property, regardless of value.
5. Donations accepted by the District will be used for any specific purpose identified by the donor provided the purpose is lawful and consistent with the District's interests and objectives. A donor may identify the specific purpose of the Donation and any other lawful conditions using Form 3303-F.
6. Except as required by law, the District does not have an obligation to replace a Donation that is lost, destroyed, or becomes obsolete.
7. The Board reserves the right to take any action regarding a donation permitted or required by applicable law.

B. Soliciting Donations

1. The District may solicit donations in accordance with law, which may include pursuing an exemption from registration under the Charitable Organizations and Solicitations Act.
2. Any individual wishing to solicit donations on behalf of the District must obtain prior written approval from the Superintendent or designee before representing any affiliation with the District. Unless otherwise agreed by the Superintendent or designee, the individual will be responsible for all costs and

liability related to the solicitation and all received donations will become the District's property.

C. Scholarships are governed by Policy 3207.

D. A donor is solely responsible for any tax consequences related to a Donation.

Legal authority: MCL 123.905; MCL 400.271, et seq.

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Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3304 Use of District Property

A. Definitions

1. Reserved.
2. "Non-student group" means any group or persons, other than a student group, who requests to use District facilities and are supervised by at least 1 adult responsible for the group.
3. "Student group" means 1 or more students participating in District-sponsored curricular or extracurricular activities supervised by District personnel; or a student-initiated, non-curricular student group, which is permitted to hold meetings and events on school premises. Student groups may include, but are not limited to, an athletic team, student council, academic team, or student club.

B. General Facilities Use Guidelines

1. Rental fees for District facilities and equipment will be set by the Superintendent or designee.
2. Any person or group using District facilities must maintain order and safety, protect property, and restore the facilities to their condition before use.
3. The District may seek reimbursement from a user of its facilities for any costs the District incurs in opening, restoring, or cleaning such facilities.
4. The Superintendent or designee may deny a request to use the District's facilities or equipment if the Superintendent or designee believes that the person or group does not have sufficient financial resources to cover costs required by this Policy or is unwilling to pay them.
5. No person or group using District facilities under this Policy may charge a fee for admission or parking unless approved in writing in advance by the Superintendent or designee.
6. Any person or group using the District's facilities for any purpose must comply with all applicable laws, Board Policies, rules, and regulations.
7. For a non-student group that wishes to use a facility, a supervising adult must submit a written facility use request to the Superintendent or designee. The request, applicable rental fee, and other required documents must be received by the Superintendent or designee before any facility use will be considered. The supervising adult assumes primary responsibility for complying with subsection B.2.

8. Leasing District property is addressed in Policy 3305.

C. Use of District Facilities by Student Groups

1. The applicable building principal may determine the time and place of a student group's use of available District facilities.
2. Student groups may use available District facilities without charge.
3. The District may bear any costs associated with use by a student group (e.g., fees paid to a cook or a custodian).
4. Student groups have priority to use District facilities over non-student groups.

D. Use of District Facilities by Non-Student Groups

1. The Superintendent or designee may authorize or limit the use of District facilities by non-student groups consistent with this Policy and applicable law.
2. When any non-student group requests to use District facilities, the group may be required to provide proof of insurance, naming the District as an additional insured, with coverage acceptable to the Superintendent or designee.
3. Use must occur while the facility is available, with minimal interference to scheduled activities, custodians, or other student and personnel facility use.
4. The facility use will occur at times and places determined by the Superintendent or designee.
5. If non-student groups are authorized to use District facilities, the Superintendent or designee will prioritize their use in the following order:
 - a. non-curricular education groups;
 - b. community groups solely or jointly supporting the District (e.g., booster clubs, PTO);
 - c. government organizations within the District's geographic boundaries;
 - d. non-profit organizations whose activities are open to the general public and serve the community; and
 - e. all other non-student groups.

The Superintendent or designee has sole discretion to determine the classification of a non-student group.

6. The District's facilities are not public fora and a non-student group's access to such facilities does not create a public forum.][Note: Call legal counsel to discuss before relying on this subsection D.6.

7. Denial of access

- a. The Superintendent or designee may reject a non-student group's request to use District facilities if the group's use of the facilities is for a commercial purpose. A booster club or other organization raising money purely for the support of a student group and not for personal profit is not considered a commercial purpose.
- b. The Superintendent or designee may lawfully restrict, exclude, or impose conditions on a person inappropriately using District facilities or violating this Policy. A person who refuses to comply may be considered a trespasser.

E. Use of Specialty Facilities by Application and Agreement

1. The District permits non-commercial use of the following facilities by persons for their personal health and wellness: weight room, track, pool and associated locker-room facilities (the "Specialty Facilities"). The District may authorize use of the Specialty Facilities on [Choose one: an annual / a semi-annual / a monthly] basis on conditions determined by the Superintendent or designee, which may include a waiver and use agreement.
2. A person using the Specialty Facilities must comply with applicable provisions of this Policy.
3. A person failing or refusing to abide by this Policy may lose the privilege of using the Specialty Facilities.
4. Users of Specialty Facilities acknowledge that they have reduced privacy rights while on District property and that lockers may be subject to search by District officials.

F. Using District Personal Property

1. A person may use District personal property for non-school use only with the prior permission of the Superintendent or designee.
2. The District may seek reimbursement from a user of its personal property for any costs the District incurs in repairing or replacing such personal property.

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Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3306 Construction Bidding

The Board will comply with applicable laws and this Policy for the construction of a new school building or an addition to or repair or renovation of an existing school building (a "Construction Project").

A. When Competitive Bidding is Required

1. The District must competitively bid all labor and material for a Construction Project if the project cost exceeds the then-current state bid threshold published annually by MDE (the "Bid Threshold").
2. The District must competitively bid energy conservation improvements, operational improvements, or the removal or treatment of asbestos or other material injurious to health for school facilities, if authorized under Revised School Code Section 1274a and the cost exceeds the Bid Threshold.
3. The District does not need to competitively bid a:
 - Construction Project costing less than the Bid Threshold;
 - contract for repair in emergency situations;
 - repair normally performed by District employees; or
 - professional consultant contract.

B. Bidding Procedure

1. If competitive bidding is required, the District must follow the bidding procedure prescribed by Revised School Code Section 1267 and award contracts to the lowest responsible bidder.
2. To determine whether a bidder is a responsible bidder, the District may consider the factors enumerated in Policy 3301 subsection C.3.b.
3. If competitive bidding is not required, the District may use any lawful means to procure contracts.
4. Each bidder must certify that it is not an Iran-linked business as defined by MCL 129.312.
5. If federal or state prevailing wage requirements apply, project specifications must include the schedule of minimum rates to be paid to each relevant class of construction mechanic or laborer. If state prevailing wage requirements apply, the schedule of minimum rates must also be printed on bid forms.

C. Alternates

1. Bid specifications may require bidders to submit bids with mandatory alternates or allow bidders to submit voluntary alternates; provided, however, that no voluntary alternate may change the nature of the work.
2. The Board, in its discretion, may award bids based on allowable alternates.

D. Michigan Business Preference

For any Construction Project, the District may apply a preference to a Michigan-based business as described in Policy 3301 subsection C.4.

E. Construction Bidding Using State Aid Act Funds

The purchase of property and services made with state aid must comply with the requirements described in Policy 3301 subsection D.

F. Construction Bidding Using Federal Funds

The purchase of property and services made with federal funds subject to the Uniform Grant Guidance are also governed by Policy 3301A.

Legal authority: 40 USC 3141, et seq.; 2 CFR 200.1, et seq.; MCL 129.311 et seq.; MCL 380.1267; MCL 388.1764c; MCL 408.1101, et seq.

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Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3402 Drills, Plans, and Reports

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

A. Emergency Drills

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

B. Cardiac Emergency Response Plan

The Board will develop, adopt, and provide for annual review a cardiac emergency response plan as required by law. 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.

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

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Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3407 Asbestos Management

A. Asbestos Management Plan

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

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 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 338.3371 et seq; MCL 388.861 et seq.

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Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3410 *Intentionally Left Blank*

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4101 *Non-Discrimination*

A. Equal Employment Opportunity

The District is committed to equal employment opportunity and compliance with federal, state, and local laws that prohibit workplace Unlawful Discrimination, including unlawful harassment and Retaliation, based on any protected class or activity. This Policy applies to all aspects of employment, including recruiting, advertising, hiring, training, job placement, evaluation, classification, promotion, transfer, work assignment, compensation, benefits, discipline, demotion, termination, reduction in force, recall, and any other term or condition of employment.

This Policy prohibits discrimination against employees or applicants for employment based on the following protected classes: race, color, national origin, ethnicity, religion, sex, 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*, 515 Mich 328 (2024)

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4104 *Employment Complaint Procedure for Allegations Implicating Civil Rights*

This employment complaint procedure for allegations implicating an employee's civil rights is designed to facilitate: (1) prompt notification of alleged Unlawful Discrimination, including unlawful harassment and Retaliation; (2) a prompt and thorough investigation of good faith allegations; and (3) the implementation of appropriate corrective action, if necessary, to eliminate verified Unlawful Discrimination, harassment, and Retaliation from the workplace.

A. Initiating a Complaint

1. A Board member, employee, or employment applicant who believes he/she has been the subject of Unlawful Discrimination, harassment or Retaliation, must timely file a complaint, preferably within 10 business days of the alleged or suspected violation or when the reporter obtained knowledge of the alleged or suspected violation, with the Employment Compliance Officer or applicable coordinator listed in Policy 3115B.
2. A complaint of Unlawful Discrimination, including harassment or Retaliation, may be made verbally or in writing. The complaint will be memorialized on Form 3115-F-1.
3. A complaint alleging Title IX sexual harassment must be submitted in writing and signed by the complainant. Policy 3118 governs the Title IX sexual harassment complaint procedures.

B. Investigation Procedures

A written or verbal report (including an anonymous report) of Unlawful Discrimination, including harassment or Retaliation, will be investigated promptly and thoroughly using the Grievance Procedure outlined in Policy 3115E, unless the Complaint is dismissed pursuant to Policy 3115F or informal resolution is reached pursuant to Policy 3115D.

A complaint alleging Title IX sexual harassment will be investigated pursuant to the process set forth in Policy 3118.

C. Reports to State or Federal Administrative Agencies

Any person who believes that he/she was the victim of Unlawful Discrimination, including unlawful harassment or Retaliation, may file a complaint with the Michigan Department of Civil Rights (MDCR) or the Equal Employment Opportunity Commission (EEOC) at any time:

Michigan Department of Civil Rights
Telephone: 1-800-482-3604

Email: MDCRServiceCenter@michigan.gov
Public Portal: <https://www.michigan.gov/mdcr/public-portal>

Equal Employment Opportunity Commission Patrick V. McNamara Building
477 Michigan Avenue - Room 865
Detroit, MI 48226
Phone: 800-669-4000
Fax: 313-226-4610
TTY: 800-669-6820
ASL Video: 844-234-5122
Public Portal: <https://publicportal.eeoc.gov/portal/>
Email: info@eeoc.gov

An agency complaint may be filed before, during, or after a complaint is filed with the District, or a person may forego filing a complaint with the District and rely solely on the MDCR or EEOC. The District recommends that a person who has been subjected to Unlawful Discrimination, including unlawful harassment or Retaliation, also file a complaint with the District to ensure that the District can take steps to prevent further Unlawful Discrimination, including unlawful harassment or Retaliation, and to discipline the Respondent, if appropriate. The MDCR and EEOC do not serve as an appellate body for District decisions. An investigation by the MDCR or EEOC will occur separately from any District investigation.

Legal authority: U.S. CONST. amend. XIV; 20 USC 1681 et seq.; 29 USC 701 et seq.; 42 USC 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1630; 34 CFR 104, 106.1, et seq.; MCL 15.261 et seq.; MCL 37.1101 et seq., 37.2101 et seq.

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113 Michigan Earned Sick Time Act (ESTA)

A. General

Eligible employees will accrue paid leave as provided by the ESTA. Applicable provisions of a collective bargaining agreement, individual employment contract, or handbook remain in place and may provide additional paid leave time that is not provided by the ESTA.

Unless otherwise agreed with union representation, the ESTA does not apply to employees subject to a conflicting collective bargaining agreement in effect on February 21, 2025, until the collective bargaining agreement expires.

The ESTA does not apply to an employee subject to a conflicting individual employment contract in effect on February 21, 2025, until that contract expires, if all of the following are satisfied:

- the District and the employee signed the contract on or before December 31, 2024;
- the contract is effective for not longer than 3 years; and
- the District notified the Michigan Department of Labor and Economic Opportunity (LEO) of the contract.

B. Definitions

1. "ESTA benefit year" means the 12-month period from July 1 to June 30.
2. "Eligible employee" means an employee engaged in service to the District. The following, however, are not eligible employees:
 - a. an unpaid trainee or unpaid intern;
 - b. a person employed in accordance with the Michigan Youth Employment Standards Act, MCL 409.101, *et seq*; or
 - c. positions when the employee may schedule their own working hours as approved by the Superintendent or designee. For those approved positions, the District will not take adverse personnel action for failure to schedule a minimum amount of working hours.

If a collective bargaining agreement or contract meets the requirements in Section A above, then an employee covered by that contract is not an eligible employee until the contract expires.

3. "Family member" is defined as:

- a. biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the eligible employee stands *in loco parentis*;
 - b. biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an eligible employee's spouse (under the laws of any state) or domestic partner or a person who stood *in loco parentis* when the eligible employee was a minor child;
 - c. an individual to whom the eligible employee is legally married under the laws of any state or a domestic partner;
 - d. grandparent, grandchild, and biological, foster, or adopted sibling;
 - e. an individual related by blood; or
 - f. an individual whose close association with the eligible employee is the equivalent of a family relationship.
4. "Earned sick time" means paid leave as allowed by the ESTA.
5. All other ESTA-defined terms apply to this Policy.

C. Wait Period and Leave Reinstatement Upon Re-Employment

A newly hired eligible employee may not use accrued earned sick time until 120 calendar days after the employee's start date, unless otherwise provided in a collective bargaining agreement, individual employment contract, employee handbook, or the ESTA.

Upon discharge or other separation from employment, an employee automatically loses accrued earned sick time unless the employee is rehired by the District within 2 months of the separation.

Accrued earned sick time that is not used before an employee's separation from employment will have no monetary value. If an employee separates from employment and is rehired by the District not more than two (2) months after separation, the District will reinstate previously accrued and unused earned sick time and allow the employee to use that earned sick time and accrue additional earned sick time upon reinstatement. This paragraph does not apply if the District paid the employee the value of the employee's unused accrued earned sick time at the time of separation.

D. ESTA Leave Accrual and Frontloading

1. Leave Accrual

Unless the District frontloads earned sick time under Section D(2), an eligible employee begins accruing earned sick time on February 21, 2025 or the employee's start date, whichever is later.

An eligible employee will accrue 1 hour of earned sick time for every 30 hours worked, but the eligible employee may only use up to 72 hours of earned sick time in a single ESTA benefit year. An FLSA-exempt eligible employee is assumed to work 40 hours per workweek unless the employee's normal workweek is less than 40 hours.

Up to 72 hours of unused accrued earned sick time will carry over from ESTA benefit year to ESTA benefit year.

2. Frontloading Leave

For each ESTA benefit year, the District may frontload earned sick time consistent with this policy, a collective bargaining agreement, or individual employment contract.

If frontloading, the District will grant a full-time eligible employee 72 hours of earned sick time at the beginning of an ESTA benefit year. For a part-time eligible employee, the District will provide the employee with:

- a written notice of how many hours the employee is expected to work during the ESTA benefit year at the time of hire;
- an amount of earned sick time at the beginning of the ESTA benefit year that is proportional to the earned sick time the employee would accrue if the employee worked all the hours in that written notice; and
- 1 hour of earned sick time for every 30 hours worked after the employee exceeds the work hours in that written notice.

Frontloaded earned sick time will not carry over from one ESTA benefit year to the next unless authorized in the applicable collective bargaining agreement, individual employment contract, or handbook.

3. Compliance Presumption

The District is in compliance with this Section D if it:

- provides an eligible employee with paid time off in at least the same amounts of time off described in the ESTA that may be used for ESTA purposes or any other approved purpose, with the time used for an ESTA purpose being subject to the ESTA; or
- is a signatory to a collective bargaining agreement that requires contributions to a multiemployer plan under the Employee Retirement Income Security Act, subject to certain conditions.

E. Additional Absences

Additional absences, above and beyond earned sick time under the ESTA, are governed by an applicable collective bargaining agreement, individual employment contract, or Board Policy.

F. Permissible Uses

An eligible employee may use earned sick time for the following reasons:

1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
3. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

G. Use of Earned Sick Time

If the eligible employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin. If the eligible employee's need to use leave is not foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time as soon as practicable. For leave of more than 3 consecutive days, upon District request, the eligible employee must provide the District – within 15 days after the request – reasonable

documentation that earned sick time was used for an ESTA purpose. The District will be responsible for paying the eligible employee's costs in obtaining the requested documentation.

In cases of domestic violence or sexual assault, reasonable documentation includes any of the following:

- a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault;
- a signed statement from a victim and witness advocate affirming that the employee or the employee's family member is receiving services from a victim services organization; or
- a court document indicating that the employee or the employee's family member is involved in legal action related to domestic violence or sexual assault.

All health, sexual assault, and domestic violence information and documentation received from an employee about earned sick time remains confidential and will not be disclosed, except to the employee, with the employee's written permission, or as and to the extent required by law.

Failure to comply with notice procedures or document requests to support the use of earned sick time, or using earned sick time for a non-permissible use, may result in discipline, including discharge.

Unless otherwise provided in an employee's collective bargaining agreement, individual employment contract, or handbook:

- earned sick time must be used in half day or full day increments; and
- an employee using earned sick time will not receive overtime pay, holiday pay, or bonuses for the earned sick time.

H. Notice and Recordkeeping

The District will:

1. provide an ESTA notice created by LEO to each eligible employee at hire (see 4113-F-1);
2. display in a conspicuous location in each of its buildings the ESTA poster created by LEO; and
3. retain for not less than 3 years records documenting hours worked and earned sick time taken by eligible employees.

Legal authority: MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 515 Mich 328 (2024)

Date adopted: April 28, 2025

Date revised: September 28, 2026 for 2025

Date revised: September 28, 2026

Series 4000: District Employment

4200 Employee Conduct and Ethics

4201 *Employee Ethics and Standards*

Employees must act professionally and model high standards of behavior at all times. Employees shall perform their respective duties and responsibilities in a professional manner, using appropriate judgment. Employees must maintain a standard of behavior that reflects positively on their status as District representatives in the community and is consistent with the Michigan Code of Educational Ethics, which is incorporated herein by reference. See:

https://www.michigan.gov/documents/mde/Code_of_Ethics_653130_7.pdf

If an employee is uncertain as to a potential course of conduct, the employee should seek advice from a supervisor before proceeding.

A. Employee Ethical Conduct

Employees must exercise objectively sound and professional judgment when engaging with students, Parents, colleagues, administrators, Board members, and community members. This standard extends to employee conduct on and off school property. Ethical behavior generally includes, but is not limited to:

1. supporting the physical and emotional welfare and safety of students, Parents, colleagues, administrators, Board members, and community members;
2. complying with federal and state law;
3. competently and appropriately performing duties and responsibilities for which the employee is trained or assigned;
4. assigning tasks to District personnel who are qualified and hired to perform the assigned task;
5. refraining from unlawful discrimination, including unlawful harassment, and retaliation as defined by Policy;
6. immediately reporting suspected child abuse or neglect;
7. immediately reporting reasonable cause to believe or suspect abuse, neglect, or exploitation of a vulnerable adult;
8. maintaining confidential information, including student, medical, personnel, financial, and security information, as protected by statute;
9. appropriately using District funds, resources, and technology;

10. maintaining consistent and reliable work attendance, unless excused by the employee's supervisor or the Superintendent or designee, as applicable;
11. engaging in activities or behaviors that enhance the operational and instructional environment;
12. professionally communicating with students, Parents, colleagues, Board members, and community members, including through electronic means;
13. completing time and effort reporting under 4201-AG;
14. abiding by professional, ethical, and licensing standards established by relevant governmental agencies, professional licensing boards, and professional associations, including the Michigan State Board of Education; and
15. self-reporting a criminal charge and plea or conviction, as required by law.

B. Conflict of Interest

Employees shall perform their duties and responsibilities free from a prohibited conflict of interest, unless authorized by the Board or designee. Prohibited conflicts of interest include, but are not limited to:

1. soliciting or accepting anything of value (such as a gift, loan, contribution, or reward), other than compensation received from the District in exchange for services provided to the District, that would influence the employee's judgment when performing the employee's duties;
2. using public funds to purchase alcoholic beverages, jewelry, gifts, fees for golf, or any item the purchase or possession of which is illegal, except as consistent with and permitted by Policy 3205 and Revised School Code Section 1814;
3. using or authorizing the use of the employee's public employment or any confidential information received through public employment to obtain personal, professional, political, or financial gain other than compensation received from the District in exchange for services provided to the District for the employee or a member of the employee's immediate family, or a business with which the employee is associated;
4. using or authorizing the use of District personnel, resources, property, or funds under the employee's care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures, or using those items for personal, professional, political, or financial gain;
5. providing private services, lessons, tutoring, or coaching for students assigned to the employee for additional remuneration, except as permitted by Policy 4214;

6. engaging in any activity of a sexual or romantic nature with another employee(s) or contractor(s) that the employee supervises, unless the individuals are engaged to be married, married, or cohabitating;
7. engaging in any activity of a sexual or romantic nature on school property or at school-sponsored events;
8. directly or indirectly supervising, making, or contributing to an employment decision pertaining to a relative or significant other, or relative of a relative or significant other (as defined by Policy 4213); and
9. engaging in any other activity that promotes an employee's financial and pecuniary interests over those of the District.

C. Student Fraternization

Employees must establish and maintain professional boundaries with students, including while using personal or District technology. Employees are prohibited from direct or indirect interactions with students that do not reasonably relate to an educational purpose. Employees will behave at all times in a manner supportive of the best interests of students and the District.

Conduct identified below constitutes unprofessional conduct, subjecting the employee to discipline, including discharge, absent express Board or designee authorization. The following list illustrates prohibited behavior involving students but does not describe every kind of prohibited behavior:

1. communicating about alcohol use, drug use, or sexual activity when the discussion is not appropriately related to a specific aspect of the curriculum or the employee's duties;
2. providing drugs, alcohol, tobacco, e-cigarettes, or other items students cannot possess under the District's Student Code of Conduct;
3. commenting about matters involving sex, using double entendre, or making sexually suggestive remarks with no appropriate educational purpose;
4. displaying sexually inappropriate images, materials, or objects;
5. offering or soliciting sexual advice, whether written, verbal, or physical;
6. engaging in any activity of a sexual or romantic nature, including following graduation where the relationship arises out of an employee-student relationship;
7. inappropriate kissing;
8. inappropriately intruding on a student's personal space, such as by touching unnecessarily, moving too close, or staring at a portion of the student's body;

9. communicating directly or indirectly (e.g., by phone, email, text messaging, or social media) on a matter that does not pertain to school without first obtaining the express permission of the student's Parent and a District administrator. Electronic communications with students generally are to be sent simultaneously to multiple recipients and not just to one student except when the communication is clearly school related and inappropriate for persons other than the individual student to receive (e.g., grades);
10. permitting a specific student to engage in conduct that is not permitted or tolerated from other students;
11. inappropriately discussing with a student the student's personal issues or problems that should normally be discussed with a Parent or counselor unless the employee is the student's family member;
12. inappropriately giving a student a personal gift;
13. allowing a student to live in the employee's residence without first obtaining the express permission of the student's Parent unless the student is the employee's family member, a foreign exchange student placed with the employee, or if the employee serves as the student's foster parent or legal guardian;
14. giving a student a ride in the employee's vehicle without appropriate authorization;
15. taking a student on an activity outside of school without first obtaining the express permission of the student's Parent and a District administrator;
16. inviting a student to the employee's home or residence without first obtaining the express permission of the student's Parent;
17. going to a student's home when the student's Parent or an adult chaperone is not present unless the employee is the student's family member; or
18. engaging in any other conduct which undermines the special position of trust and authority between a District employee and a student.

D. Abuse and Neglect

1. Children: An employee who suspects child abuse or neglect must: (a) immediately contact Children's Protective Services (CPS), (b) file an appropriate report with that agency as required by the Child Protection Law and Policy 4202, and (c) notify the Superintendent or designee and the building principal or supervisor that the report has been filed.

An employee should consult with their immediate supervisor about their duty to cooperate with CPS investigations or to disclose student records to CPS.

2. Vulnerable Adults: An employee who has reasonable cause to believe or suspect abuse, neglect, or exploitation of a vulnerable adult must: (a) immediately report the matter to Adult Protective Services (APS) consistent with Michigan's Social Welfare Act and Policy 4202, and (b) notify the Superintendent or designee and the building principal or supervisor that the report has been filed.

A reporter's identity will remain confidential unless disclosure is authorized by the reporter's consent or by court order.

An employee should consult with their immediate supervisor about their duty to cooperate with APS investigations or to disclose student records to APS.

Legal authority: MCL 380.11a, 380.601a, 380.634, 380.1308a, 380.1814; MCL 722.621 et seq.; MCL 400.11a.

Date adopted: September 26, 2022

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Date revised: September 28, 2026

Series 4000: District Employment

4200 Employee Conduct and Ethics

4205-AG-1 Criminal Justice Information Security (Non-Criminal Justice Agency)

The District will conduct background checks, consistent with Policy 4205(C) and Administrative Guideline 4205-AG-1, and will have the Michigan State Police ("MSP") obtain criminal history record information ("CHRI") from both the state and Federal Bureau of Investigation ("FBI") for all District employees, contractors, and vendors and their employees who regularly and continuously work under contract as provided in Policy 4205(C)(2). Employees who fail to follow these procedures will be subject to discipline subject to the Superintendent's review and written approval of any corrective action.

The District will provide employees, contractors, volunteers, and vendors and their employees for whom the District conducts background checks the most current version of the MSP RI-030 Live Scan consent form.

The District will complete and maintain a Noncriminal Justice Agency User Agreement (RI-087) provided by the Michigan State Police.

A. Local Agency Security Officer ("LASO")

The District Superintendent will appoint the Director of Personnel, a District employee, who: (1) is an authorized user, (2) has completed a fingerprint-based background check as required, (3) has been found appropriate to have access to CHRI, and (4) is directly involved in evaluating an individual's qualifications for employment or assignment as its LASO, who is responsible for the adoption of this guidance along with data/system security. When changes in the appointed LASO/CHRISS Administrator occur, the District will complete and return a new appointment notification form (CJIS-015) to MSP-CJIC-ATS@michigan.gov.

1. The LASO is responsible for ensuring:
 - a. compliance with these regulations and laws;
 - b. personnel security screening procedures are followed under this administrative guideline;
 - c. approved and appropriate security measures are in place and functioning properly to protect CHRI;
 - d. annual Awareness Training is being completed by all personnel authorized to access CHRI;
 - e. only approved District employees have access to and are using the information in compliance with the law;
 - f. compliance with this administrative guideline;

- g. that the MSP Information Security Officer (ISO) is promptly informed of any security incidents by submitted the MSP CJIS-016 Information Security Officer (ISO) Security Incident Report;
 - h. information security policy/procedures are reviewed and updated at least annually and after any security events involving CHRI; and
 - i. the District generates email advisories or notices from District officials to increase security and privacy awareness of system users.
3. The LASO is also responsible for identifying and documenting, to the extent applicable:
- a. District equipment connected to the MSP system; and
 - b. who is using or accessing CHRI and/or systems with access to CHRI.
3. When a new LASO is established, the District will complete and deliver a LASO appointment form to the MSP and will keep a copy of the appointment form on file indefinitely. The LASO will make all MSP fingerprint account changes.

G. Personnel (Authorized User) Security

Only authorized users will have access to CHRI. An authorized user must be vetted through the national fingerprint background check and be given CHRI access by the LASO to evaluate potential employees, contractors, or volunteers for employment or assignment. If the District maintains digital CHRI, the LASO will assign authorized users unique passwords compliant to 4205-AG-1 (C)(3) to access it. Those who are not authorized users but who, by the function of their job, will be close to CHRI or computer systems with access to CHRI will be supervised by an authorized user. Employees who do not comply with state or federal laws or District policies or administrative guidelines will be subject to discipline, up to discharge.

2. Security with Separated Authorized Users

After an authorized user is separated from the District, that individual's access to CHRI will be terminated within 24 hours. This includes, but is not limited to, returning keys, access cards, and ceasing access to digital CHRI.

- a. The Human Resources director or designee must notify the LASO of the effective termination date of a user's employment by written email communication no later than 24 hours after the termination date.
- b. The Human Resources director or designee will require the return of any keys, access cards, files, and other related items.
- c. The LASO must ensure that access to the District's digital CHRI records system is disabled and the user's CHRISS account is deactivated.

2. Security with Transferred Authorized Users

When an authorized user is transferred or reassigned, the LASO will take steps necessary to block that individual's access to CHRI within 24 hours, unless the LASO determines that the individual must retain access.

H. Media Protection

Authorized users may only access CHRI on authorized devices, which does not include a personally owned mobile device, cell phone, computer, or other technology, consistent with specific terms and conditions, for access. All CHRI (including digital media) will be maintained in a physically secure location or controlled area. A physically secure location or controlled area will (1) be locked whenever an authorized user is not present or supervising and (2) limit access to unauthorized users. An authorized user accessing CHRI must position the media to prevent unauthorized users from accessing or viewing CHRI. Physical CHRI will be stored in a locked filing cabinet, safe, or vault. Digital CHRI will be encrypted consistent with FBI CJIS Security Policy. If digital CHRI is stored on a storage device without encryption, it must be stored like physical CHRI.

CJI and information system hardware, software and media are located and processed in District Technology Office, 1585 Meisner Rd, East China, MI 48054.

1. Media Transport

The LASO must approve all CHRI media transportation and will not grant approval unless transportation is reasonably justified. The LASO or LASO's designee will transport CHRI, which must be secured during transport. Physical CHRI must remain in the physical presence of authorized personnel until it is delivered. Physical CHRI must be transported in a sealed, locked, or secured medium and digital CHRI must be encrypted, and if not, secured in the same fashion as physical CHRI.

2. Media Disposal/Sanitization

CHRI media will be stored and retained for the duration required by law. Disposal must be made with the written approval of the LASO and the Superintendent. Only authorized users may dispose of CHRI media. Physical media will be cross-cut shredded or incinerated. Digital media must either be overwritten at least three (3) times or degaussed, passing a strong magnet over the media, before disposal or reuse. The LASO will keep written records (date and authorized user's signature) of CHRI media destroyed and the process for destroying or sanitizing CHRI media for ten (10) years.

3. Passwords

When the LASO assigns a unique password to an authorized user, it must have the following attributes:

- a. at least eight (8) characters;
 - b. not consisting of only a proper noun or word found in a dictionary;
 - c. not similar or identical to the username;
 - d. not be displayed while entered or transmitted outside of the physically secure location or controlled area;
 - e. expires every ninety (90) days; and
 - f. cannot be the same as the previous ten (10) passwords.
4. Security Awareness and Incident Response Training and Testing
- a. The District will provide all authorized users role-based security and privacy and incident response training consistent with the following roles, as applicable:
 - Basic Role: users with unescorted access to a physically secure location;
 - General Role: users with physical and logical access to CJI;
 - Privileged Role: information technology personnel including system administrators, security administrators, network administrators and other similar roles;
 - Security Role: users responsible for ensuring confidentiality, integrity, and availability of CJI and compliant implementation of technology with the Criminal Justice Information Services (CJIS) Security Policy (CJISSECPOL).
 - b. The District will provide users with security awareness training about the user's responsibilities and expected behavior when accessing CJI and the systems which process CJI, and on handling information security incidents as follows:
 - i. for new users, prior to accessing CJI; and
 - ii. for all users annually about the user's responsibilities and expected behavior when accessing CJI and the systems which process CJI, and on handling information security incidents;
 - iii. when required due to system changes; and
 - iv. within 30 days of any security event for individuals involved in the event.
 - c. The LASO will keep a current record of all users who have completed training.

5. CHRI Dissemination

The District must maintain a record of any CHRI dissemination to another authorized agency for all dissemination outside the CHRIS system, consistent with the Revised School Code, which must include (1) date of release, (2) records released, (3) means of sharing, (4) District personnel who disseminated the CHRI, (5) whether authorization to disseminate was obtained, and (6) the agency to whom the CHRI was disseminated and (7) the recipient's name.

I. Incident Handling, Monitoring, and Reporting

4. In General

The District has established operational incident handling procedures for instances of an information security breach. The LASO will track CHRI security breach incidents and will report such incidents to the superintendent and MSP ISO using the MSP CJIS-016 reporting form. The District has provided specific incident handling capabilities for CHRI, consistent with the following table:

Capabilities shall be handled according to the following description:	Physical – Hard Copy CHRI	Digital – Digitally Accessed/Saved CHRI
Preparation	CHRI container will be locked at all times in the office in which it is stored. When office staff is not present, the office must be locked.	Firewalls, anti-virus protection, and anti-malware/spyware protection will be maintained.
Detection	Physical intrusions to the building will be monitored. A building alarm or video surveillance will monitor for physical or unauthorized intrusions. The building must be locked at night.	Electronic intrusions will be monitored by the virus and malware/spyware detection.
Analysis	The LASO will work with police authorities to determine how the incident occurred and what data was affected.	The IT department will determine what systems or data were affected and compromised.
Containment	The LASO will lock uncompromised CHRI	The IT department will

	in a secure container or transport CHRI to a secure area.	stop the spread of any intrusion and prevent further damage.
Eradication	The LASO will work with local law enforcement to remove any threats that compromise CHRI data.	The IT department will remove the intrusion before restoring the system. All steps necessary to prevent recurrence will be taken before restoring the system.
Recovery	Local law enforcement will handle and oversee the recovery of stolen CHRI media. The LASO may contact MSP for assistance in re-fingerprinting, if necessary.	The IT department will restore the agency information system and media to a safe environment.

5. CHRI Security Breach Incident

When a CHRI security breach incident occurs, the following will take place:

- a. Notice: Personnel will notify the LASO immediately or no later than one hour after the incident was discovered.
- b. Secure Systems: The LASO or appointed authorized user will stop any unauthorized access, secure the media, and shut down the systems necessary to avoid further unauthorized exposure.
- c. Assessment: The LASO will determine whether notification to individuals is needed, assess the extent of harm, and identify any applicable privacy requirements.
- d. Automated Reporting: Using automated mechanisms, such as email, website postings with automatic updates, and automated incident response tools, the LASO will report confirmed incidents to the CJIS Systems Officer (CSO), State Identification Bureaus Chief (SIB Chief), or Interface Agency Official.
- e. Supply Chain Coordination: The LASO will provide incident information to product or service providers or organizations involved in the supply chain or supply chain governance for systems or system components related to the incident.

- f. Records: The LASO or appointed authorized user will record all necessary information regarding the breach, the District's response to the breach, and who was involved in taking response measures.
- g. Coordination of Incident Handling and Contingency Planning: The LASO will coordinate incident handling activities with contingency planning activities and incorporate lessons learned from ongoing incident handling activities into incident response procedures, training, and testing implementing the resulting changes.
- h. Predictability: The LASO will ensure the rigor, intensity, scope, and results of incident handling activities are comparable and predictable across the organization.
- i. Review of Policy/Procedures: The LASO will review and update information security policy/procedures at least annually and after security incidents involving CHRI.
- j. Legal Action: When such incident results in legal action (either civil or criminal) against a person or the District, the local law enforcement agency shall be contacted to collect, retain, and present evidence, according to the evidentiary rules of the appropriate jurisdiction(s).

E. Incident Response Support and Plan

- 2. Response Support Resource: The District will provide a response support resource that offers advice and assistance to system users for handling and reporting incidents.
- 3. Automation Support: The District will use automated mechanisms, such as access to a website or to an incident response vendor, to increase availability of incident response information and support.
- 4. Incident Response Plan: The District will develop an incident response plan that:
 - a. provides a roadmap for implementing incident response capability;
 - b. describes the structure and organization of incident response capability;
 - c. provides high-level approach for how incident response capability fits into overall organization;
 - d. meets unique requirements of the District related to mission, size, structure and functions;
 - e. defines reportable incidents;
 - f. provides metrics for measuring District incident response capability;

- g. defines resources and management support needed to effectively maintain and mature an incident response capability;
- h. addresses sharing of incident information;
- i. is reviewed and approved by the superintendent annually; and
- j. explicitly designates responsibility for incident response to District personnel with incident reporting responsibilities and CSO or CJIS WAN Official.

4. Incident Response Plan Management: The District will:

- a. distribute the incident response plan to personnel with incident handling responsibilities;
- b. update the incident response plan to address system and organizational changes or problems during plan implementation, execution or testing;
- c. communicate incident response plan changes to District personnel with incident handling responsibilities; and
- d. protect the incident response plan from unauthorized disclosure and modification.

5. Incident Response Plan Breaches: The District will include in the incident response plan for breaches involving personally identifiable information:

- a. process to determine if notice to individuals or organization is needed;
- b. assessment process to determine extent of harm, embarrassment, inconvenience, or unfairness to affected individuals and any mechanism to mitigate such harms; and
- c. identification of applicable privacy requirements.

G. Audit and Accountability

5. The District develops, documents, and disseminates to organizational personnel with audit and accountability responsibilities:

- a. agency and system-level audit and accountability policy;
- b. addresses purpose, scope, roles, responsibilities, management commitment, coordination among organization entities, and compliance;
- c. is consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines; and
- d. procedures to facilitate the implementation of the audit and accountability policy and the associated audit and accountability controls.

2. The District reviews and updates the current audit and accountability policy and procedures annually and following any security incidents involving unauthorized access to CJI or systems used to process, store, or transmit CJI.
3. The District identifies the types of events that the system is capable of logging in support of the audit function and coordinates the event logging function with other organizational entities requiring audit-related information to guide and inform the selection criteria for events to be logged.
4. The District specifies certain event types for logging within the system, provides rationale for the adequacy of the event types selected for logging, and annually reviews and updates the selected event types.
5. The District ensures that audit records contain information that establishes the following:
 - a. what type of event occurred;
 - b. when the event occurred;
 - c. where the event occurred;
 - d. source of the event;
 - e. outcome of the event; and
 - f. identity of any individuals, subjects, or objects/entities associated with the event.
6. The District generates audit records containing the following information:
 - a. session, connection, transaction, and activity duration;
 - b. source and destination addresses;
 - c. object or filename involved; and
 - d. number of bytes received and bytes sent (for client-server transactions) in the audit records for audit events identified by type, location, or subject.
7. The District limits personally identifiable information contained in audit records to the minimum PII necessary to achieve the purpose for which it is collected.
8. The District allocates audit log storage capacity to accommodate the collection of audit logs to meet retention requirements.
9. The District alerts organizational personnel with audit and accountability responsibilities and system/network administrators within one (1) hour in the event of an audit logging process failure and restarts all audit logging processes and verifies that systems are logging properly.

10. The District reviews and analyzes system audit records weekly and reports findings of potential or actual inappropriate or unusual activity to those with the relevant responsibilities.
11. The District adjusts the level of audit record review, analysis, and reporting within the system based on changes in input from law enforcement or intelligence agencies.
12. The District integrates audit record review, analysis, and reporting processes using automated mechanisms.
13. The District analyzes and correlates audit records across different repositories to gain organization-wide situational awareness.
14. The District provides and implements an audit record reduction and report generation capability that both supports on-demand audit record review, analysis, and reporting requirements and after-the-fact investigations or incidents; and does not alter the original content or time ordering of audit records.

S. Access Control Policy

6. The District will develop, document, and disseminate to personnel with access control responsibilities:
 - a. Agency-level access control policy that:
 - i. addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and
 - ii. is consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines.
 - b. Procedures to facilitate implementation of the policy and the associated access controls.
2. The LASO will:
 - a. manage the development, documentation, and dissemination of the access control policy and procedures; and
 - b. review and update the access control policy annually and following any security breaches.

I. Account Management

2. The District will:

- a. define and document the types of accounts allowed and specifically prohibited for use within the system;

- b. prohibit use of personally-owned information systems, including mobile devices (i.e., bring your own device [BYOD]), and publicly accessible systems for accessing, processing, storing, or transmitting CJI;
- c. assign account managers;
- d. require conditions for group and role membership;
- e. specify authorized users of the system, group and role membership, and access authorizations (i.e., privileges) and attributes listed for each account;
- f. at least annually, review accounts for compliance with account management requirements;
- g. establish and implement process for changing shared or group account authenticators (if deployed) when individuals are removed from the group; and
- h. align account management processes with personnel termination and transfer processes.

I. Access Enforcement

The District will:

- 1. enforce approved authorization for logical access to information and system resources will be enforced in accordance with applicable access control policies; and
- 2. provide automated or manual processes to enable individuals to access elements of their personally identifiable information.

J. Information Flow Enforcement

The District will enforce approved authorizations for controlling the flow of information within the system and between connected systems by preventing CJI from being transmitted unencrypted across the public network, blocking outside traffic that claims to be from within the District, and not passing any web requests to the public network that are not from the District-controlled or internal boundary protection devices.

K. Separation of Duties

The District will:

- 1. identify and document separation of duties based on specific duties, operations, or information systems, as necessary to mitigate risk to CJI; and
- 2. define system access authorizations to support separation of duties.

L. Least Privilege

1. The District will allow only authorized accesses for users (or processes acting on behalf of users) that are necessary to accomplish assigned organizational tasks.
2. The District will:
 - a. authorize access for personnel including security administrators, system and network administrators, and other privileged users with access to system control, monitoring, or administration functions (e.g., system administrators, information security personnel, maintainers, system programmers, etc.) to:
 - i. established system accounts, configured access authorizations, set events to be audited, set intrusion detection parameters, and other security functions; and
 - ii. security-relevant information in hardware, software, and firmware.
 - b. require users of system accounts (or roles) with access to privileged security functions or security-relevant information (e.g., audit logs), use non-privileged accounts or roles, when accessing non-security functions;
 - c. restrict privileged accounts on the system to privileged users;
 - d. review annually the privileges assigned to non-privileged and privileged users to validate the need for such privileges;
 - e. reassign or remove privileges, if necessary, to correctly reflect organizational mission and business needs; and
 - f. log the execution of privileged functions.

N. Unsuccessful Logon Attempts

The District will enforce a limit of five (5) consecutive invalid logon attempts by a user during a 15-minutes time period, and automatically lock the account or node until released by an administrator when the maximum number of unsuccessful attempts is exceeded.

O. System Use Notification (required when access via logon interfaces with human users)

2. A system use notification message will be displayed to users before granting access to the system that provides privacy and security notices consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines stating that:
 - a. users are accessing a restricted information system;

- b. system usage may be monitored, recorded, and subject to audit;
 - c. unauthorized use of the system is prohibited and subject to criminal and civil penalties; and
 - d. use of the system indicates consent to monitoring and recording.
- 2. The notification message or banner will be retained on the screen until users acknowledge the usage conditions and take explicit actions to log on to or further access to the system.
- 3. For publicly accessible systems, before the District grants further access to publicly accessible systems:
 - a. system use information consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines will be displayed;
 - b. references, if any, to monitoring, recording, or auditing that are consistent with privacy accommodations for such systems that generally prohibit those activities will be displayed; and
 - c. a description of the authorized users of the system will be included.

L. Device Lock and Session Termination

- 3. The device lock will conceal information previously visible on the display with a publicly viewable image.
- 4. Further access to the system will be prevented by initiating a device lock after a maximum of 30 minutes of inactivity.
- 5. Users must log out when a work period has been completed.
- 6. Users must initiate a device lock before leaving the system unattended.
- 7. The device lock will be retained until the user reestablishes access using established identification and authentication procedures.

M. Remote Access

The District:

- 3. establishes and documents usage restrictions, configuration/connection requirements, and implementation guidance for each type of remote access allowed;
- 4. authorizes each type of remote access to the system prior to allowing such connections;

5. employs automated mechanisms to monitor and control remote access methods;
4. implements cryptographic mechanisms to protect the confidentiality and integrity of remote access sessions;
5. routes remote access through authorized and managed network access control points;
6. authorizes the execution of privileged commands and access to security-relevant information via remote access only in a format that provides assessable evidence and for compelling operational needs; and
7. documents the rationale for remote access in the security plan for the system.

F. Wireless Access

The District:

4. establishes configuration requirements, connection requirements, and implementation guidance for each type of wireless access;
5. authorizes each type of wireless access to the system prior to allowing such connections;
6. protects wireless access to the system using authentication of authorized users and agency-controlled devices, and encryption; and
7. disables wireless networking capabilities embedded within system components prior to issuance and deployment when not intended for use.

G. Access Control for Mobile Devices

The District:

4. establishes configuration requirements, connection requirements, and implementation guidance for organization-controlled mobile devices, to include when such devices are outside of controlled areas;
5. authorizes the connection of mobile devices to organizational systems; and
6. employs full-device encryption to protect the confidentiality and integrity of information on full-and limited-feature operating system mobile devices authorized to process, store, or transmit CJI.

H. Use of External Systems

4. The District permits authorized individuals to use an external system to access the system or to process, store, or transmit organization-controlled information only after:

- a. verification of implementation of controls on external system as specified in the District's security and privacy policies and security and privacy plans; or
 - b. retention of approved system connection or processing agreements with the organizational entity hosting the external system.
- 2. The District restricts the use of District-controlled portable storage devices in external systems including how the devices may be used and under what conditions the devices may be used.

U. Information Sharing

The District:

- 1. enables authorized users to determine whether access authorizations assigned to a sharing partner match the information's access and use restrictions as defined in an executed information exchange agreement; and
- 2. employs attribute-based access control or manual processes as defined in information exchange agreements to assist users in making information sharing and collaboration decisions.

V. Identification and Authentication (IA) (CJISSECPOL 5.6)

W. Physical and Environmental Protection (CJISSECPOL 5.9)

X. Systems and Communications Protection (CJISSECPOL 5.10)

Y. System and Services Acquisition (CJISSECPOL 5.14)

Z. System and Information Integrity (CJISSECPOL 5.15)

AA. Maintenance (CJISSECPOL 5.16)

A. Planning (CJISSECPOL 5.17)

B. Contingency Planning (CJISSECPOL 5.18)

C. Risk Assessment (CJISSECPOL 5.19)

Legal authority: Criminal Justice Information Services (CJIS) Security Policy 6.0
December 27, 2024

Date adopted: September 26, 2022

Date revised: October 28, 2024

Date revised: September 28, 2026

Series 4000: District Employment

4200 Employee Conduct and Ethics

4209 Abortion Referrals and Assistance

A District official, Board member, or District employee shall not refer a student for an abortion or assist a student with obtaining an abortion. This prohibition does not apply to a person who is the Parent of that student.

Legal Authority: MCL 380.11a

Date adopted: September 26, 2022

Date revised: October 28, 2024

Date Revised: September 28, 2026

Series 4000: District Employment

4200 Employee Conduct and Ethics

4210 *Drug and Alcohol Free Workplace; Tobacco Product Restrictions*

A. General

Employees serve as role models to students at school and in the community. Employee substance abuse constitutes a threat to the physical and mental well-being of employees and students and significantly impedes job performance and effectiveness.

The District maintains a drug and alcohol free workplace. In addition, to the extent permitted by law, the District strives to maintain a tobacco product free workplace.

This policy does not prohibit the use of nicotine replacement therapies for smoking cessation, such as Food and Drug Administration approved nicotine gum, patches, or lozenges.

B. Definitions

1. "District premises" means District buildings, facilities, or other District property which is owned, leased, or used for a District purpose or District-owned vehicles or vehicles used for a District purpose.
2. "District purpose or function" means a District-sponsored or District-approved activity, event, function or other activity performed by an employee under the District's jurisdiction, which is within the scope of employment, duties, or job description.
3. "Electronic nicotine delivery system" means any product containing or delivering nicotine, a nicotine analog, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. "Electronic nicotine delivery system" includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, e-hookah, vape pens, mods, and tank systems, regardless of any other product name or descriptor that is used. "Electronic nicotine delivery system" includes any component part of a product, whether marketed or sold separately, including but not limited to e-liquids, e-juice, cartridges, and pods.
4. "Illicit substance" means any consumable alcohol; illegal drugs, including but not limited to those substances defined as "controlled substances" pursuant to federal or state law; marijuana; anabolic steroids, human growth hormones or other performance-enhancing drugs; and substances purported to be illegal, abusive, or performance-enhancing (i.e., "look-alike" drugs). This

definition also includes any other substance used by an employee as an intoxicant.

5. "Imitation tobacco product" means any edible non-tobacco product designed to resemble a commercial tobacco product, or any non-edible non-tobacco product designed to resemble a commercial tobacco product and intended to be used by children as a toy. "Imitation tobacco product" includes, but is not limited to, candy or chocolate cigarettes, bubble gum cigars, shredded bubble gum resembling chewing tobacco, pouches containing flavored substances packaged similar to snus, and shredded beef jerky in containers resembling snuff tins.
6. "Reasonable suspicion" means specific, contemporaneous, and articulable observations concerning an employee's behavior, speech, appearance, or odor that suggests the employee is under the influence of an illicit substance.
7. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, cannabis, or other plant, whether natural or synthetic, that is intended for inhalation. "Smoking" also includes carrying or using an activated electronic nicotine delivery system. "Smoking" does not include the use of traditional or sacred tobacco used by many Native communities for spiritual and medicinal purposes.
8. "Tobacco industry" means manufacturers, distributors, or wholesalers of tobacco products or tobacco-related devices (e.g., Juul, Altria). This includes parent companies and subsidiaries.
9. "Tobacco product or commercial tobacco product" means any product containing, made, or derived from tobacco or that contains nicotine, whether synthetic or natural, that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including but not limited to: cigarettes; electronic nicotine delivery systems; cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.
10. "Tobacco-related device" means ashtrays, rolling papers, wraps, or pipes for smoking and any components, parts, or accessories of electronic nicotine delivery systems.
11. "Under the influence" means the use or misuse of an illicit substance or other intoxicant (including over-the-counter and prescription medication) by an employee that in any degree impairs, negatively affects, or tends to deprive

that person of any physical or mental capacity normally possessed and required to perform job responsibilities.

12. "Use of tobacco product" means any of the following:

- a. the carrying by a person of a lighted cigar, cigarette, pipe, other lighted smoking device, or electronic nicotine delivery system;
- b. the inhaling or chewing of a tobacco product;
- c. the placing of a tobacco product within a person's mouth; or
- d. the smoking or use of an electronic nicotine delivery system, imitation tobacco product, or other substitute forms of cigarettes, clove cigarettes, or other lighted smoking devices for consuming or inhaling tobacco, nicotine, or any other substance.

C. Standards of Conduct

Employees are prohibited from the following conduct on District premises, at a District function:

1. manufacturing, selling, soliciting, possessing, using (including application, injection, inhalation, or ingestion), dispensing, or distributing any illicit substance;
2. being under the influence as defined in this Policy;
3. misusing over-the-counter and prescription medications;
4. manufacturing, selling, soliciting, dispensing, displaying, promoting, or distributing any tobacco product, tobacco-related device, or imitation tobacco product. This includes products or paraphernalia displaying tobacco industry brand; or
5. using or consuming a tobacco product on District premises or at a District function.

Violating these standards will subject an employee to discipline, including discharge.

It shall be a violation of this Policy for an employee to solicit or accept any contributions, gifts, money, curricula, or materials from the tobacco industry or from any tobacco products shop for use at a District premises or District function. This includes, but is not limited to, donations, money for sponsorship, advertising material, alleged educational materials, promotions, loans, scholarships, or support for equipment, uniforms, sports, or training facilities. It shall also be a violation of this Policy to participate in any type of service funded by the tobacco industry on District premises or at a District function.

If a reasonable suspicion exists that an employee is under the influence, the Superintendent or designee may direct the employee to submit to a drug test or breathalyzer. If the employee refuses, the employee may be subject to discipline, including discharge, based on the District's observations.

D. It shall not be a violation of this policy:

1. for commercial tobacco products, tobacco-related devices, imitation tobacco products, or lighters to be included in an instructional or work-related activity in the District school buildings if the activity is conducted by a staff member or an approved visitor and the activity does not include smoking, chewing, or otherwise ingesting the product;
2. for a person to possess or provide tobacco, tobacco-related devices, imitation tobacco products, or lighters to any other person as part of an indigenous practice used by Native communities for spiritual and medicinal purposes. It shall not be a violation of this policy to use tobacco, tobacco-related devices, imitation tobacco products, or lighters as part of an educational experience related to traditional or sacred tobacco practices that has been approved by administrators;
3. to use or possess a product that has been approved by the U.S. Food and Drug Administration for sale as a tobacco cessation product, as a nicotine dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose; or
4. to use or possess a tobacco product on District premises at outdoor areas including, but not limited to, an open-air stadium during either the following time periods:
 - a. on Saturdays, Sundays, and other days on which there are no regularly scheduled school hours; or
 - b. after 6 p.m. on days during which there are regularly scheduled school hours.

E. Support

Administrators shall consult with the local public health department or other appropriate health and allied community-based organizations to provide students, staff, and administrators with information and access to support systems, programs, and services to encourage them to abstain from the use of commercial tobacco products. Administrators shall identify and offer evidence-based programs and services for individuals that use commercial tobacco products to support them in complying with this policy.

F. Notice

The District shall provide notice of this policy in staff handbooks, through orientations and employee or staff training, and when offering employment.

G. Reporting Requirements for Transportation Employees Subject to Omnibus Transportation Employee Testing Act

An employee subject to the Omnibus Transportation Employee Testing Act must notify the Superintendent or designee of any criminal drug conviction for a violation occurring in the workplace no later than 5 calendar days after that conviction. Upon receiving notice of an employee's conviction of a criminal drug violation occurring in the workplace, the Board or designee must take appropriate action within 30 calendar days.

Legal authority: 20 USC 7101 et seq.; 41 USC 8101 et seq.; 42 USC 12101 et seq.; Schedules I-V of Chapter 13 of the Controlled Substances Act, 21 USC 812; 29 USC 701 et seq.; MCL 37.1211; Schedules 1-5 of the Michigan Uniform Controlled Substances Act, MCL 333.7201 et seq.; MCL 380.11a, 380.601a; MCL 436.1101 et seq.; MCL 750.473.

Date adopted: September 26, 2022:

Date revised: September 28, 2026

Series 4000: District Employment

4200 Employee Conduct and Ethics

4216 *Personal Communications Devices*

“Personal communications device” includes employee-owned cell phones, computers, tablets, or any other device that is capable of, but not limited to, text messaging, voice communication, downloading applications, entertainment, navigation, accessing the internet, sending and receiving photos and videos, or producing email. Employee use of personal communications devices during the work day, including school-sponsored activities, and to conduct school-related business, is limited as follows:

- A. except in emergencies, an employee’s use of a personal communications device shall not interfere with instructional activities or work-related duties. Employees taking an authorized break may use a personal communications device in a manner that does not disrupt the District’s operations or violate the confidentiality of students or others;
- B. employees shall not use a personal communications device to access inappropriate content or engage in unlawful activities while on duty, on District property, or attending a District-related event;
- C. employees must not use a personal communications device to inappropriately communicate with other employees, students, or Parents;
- D. employees must ensure that the District’s records and files, including confidential student information, are only maintained on District-provided technology and that confidentiality is maintained. District records and files must not be stored on a personal communications device;
- E. employees recognize that when a personal communications device accesses the District’s network, the employee’s use may become subject to the District’s Acceptable Use Policy;
- F. employees may not use a personal communications device to record communications or images during the work or school day or at a school-sponsored event other than a public performance or sporting event, unless the employee has received permission from the Superintendent or designee. Dissemination of any recording is prohibited unless the Superintendent or designee approves that action in writing; or
- G. unauthorized recording of communications or images of students, Parents, co-workers, or non-public meetings is prohibited, unless there is an educational purpose to do so, and may result in discipline, including discharge.

Legal authority: MCL 380.11a(3), 380.601a

Date adopted: September 26, 2022

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Series 4000: District Employment

4500 Administrators/Supervisors

4508 Administrator Non-Renewal

A. Administrators Subject to Revised School Code Section 1229(2)

Administrator contract non-renewal may be subject to Revised School Code Section 1229(2) depending on the person's responsibilities, duties, and certification. If the non-renewal of an Administrator is subject to Revised School Code Section 1229(2), this Policy shall be implemented consistent with that statute.

"Non-renewal" is an action to discontinue an employment contract at contract expiration. Termination during the term of an existing employment contract is addressed in Policy 4507.

If Revised School Code Section 1229(2) applies, the non-renewal of an Administrator's individual employment contract must be preceded by a notice to the employee that the Board is considering non-renewal. Written notice of consideration of non-renewal must be given to the Administrator at least 90 calendar days before the expiration date of the Administrator's contract. The Administrator will be provided notice of the Board meeting at which the consideration of non-renewal will be reviewed and may request an open or closed session, where appropriate. The Board must act in open session on the recommendation to consider non-renewal.

The Superintendent or designee will notify the Administrator of the Board's decision to consider non-renewal, including a written statement of the reason(s). The employee may request to meet with a majority of the Board to discuss the reason(s) in open or closed session, where appropriate. The meeting with the majority of the Board to discuss the reason(s) it is considering non-renewal must take place following notice to the administrator of the consideration of non-renewal and before any action of non-renewal.

There must be a minimum of 30 calendar days between the time that the administrator is provided written notice that the Board is considering non-renewal, including a statement of the reason(s) for consideration of non-renewal, and the Board's action to renew or non-renew the administrator's individual employment contract. The resolution and notice of non-renewal must be provided to the administrator not less than 60 calendar days before the expiration date of the administrator's individual employment contract.

If the non-renewal is based on a reduction in personnel and not for a performance reason, the Board's review and action must take place in open session.

If the employee holds tenure rights as a classroom teacher and the District seeks to terminate those tenure rights, the District will comply with the Teachers' Tenure Act.

B. Non-Renewal of a Supervisor or Director

A Supervisor's or Director's contract may be non-renewed in accordance with the applicable individual employment contract or collective bargaining agreement. If the Supervisor or Director is not subject to an individual employment contract or collective bargaining agreement, the Superintendent or designee will present a recommendation of non-renewal to the Board at least 30 calendar days before the contract expiration, stating the reason(s) for the recommendation. Advance written notice of the recommendation, the time, date, and location of the Board meeting, and the option for closed session deliberation will be provided to the Supervisor or Director.

Legal authority: MCL 380.1229

Date adopted: September 26, 2022

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Series 4000: District Employment

4500 Administrators/Supervisors

4508-AG Administrator Non-Renewal

Non-renewal of an Administrator's or Supervisor's contract is a complex process that requires advance preparation and notice. The Superintendent or designee should consult legal counsel to assist when non-renewing any Administrator's or Supervisor's contract.

A. Administrators Subject to Revised School Code Section 1229(2)

Unless the Administrator's employment contract or applicable collective bargaining agreement provides a different process, the statutory process to renew an Administrator's contract is as follows:

1. statutorily mandated written notice from the Superintendent or designee of the reasons for Board consideration of non-renewal shall be provided to the Administrator with the date, time, and location of the Board meeting;
2. Board review of the recommendation for consideration of non-renewal may be in closed session at the Administrator's request, provided that the reasons for non-renewal are not due to finances or reorganization;
3. statutorily mandated written notice of the Board's action to consider non-renewal must be provided to the Administrator, including an opportunity to meet with not less than a majority of the Board to discuss the reasons for non-renewal. When appropriate, the Administrator may request a closed session. The Superintendent or designee will provide the Administrator with the statutorily mandated written notice of this meeting;
4. the Administrator will be timely notified of the date, time, and location of the Board meeting for review of the non-renewal recommendation;
5. Board actions will be in open session;
6. statutorily mandated notification of the Board's action will be provided to the Administrator; and
7. tenure rights as a classroom teacher may continue to apply.

B. Non-Renewal of a Supervisor or Director

Unless the Supervisor's or Director's individual employment contract or applicable collective bargaining agreement provides a different process, or when the Supervisor or Director is not subject to an individual employment contract or collective bargaining agreement, non-renewal of the Supervisor's or Director's contract or assignment will include the following:

1. timely written notice to the Supervisor or Director that the Superintendent or designee will recommend that the Board non-renew the Supervisor's or Director's employment contract. The notice will include the date, time, and location of the Board meeting. The Supervisor or Director may request that the Board meet in closed session to consider the contract non-renewal, provided that the reasons for non-renewal are not due to finances or reorganization;
2. at the Board meeting, the Supervisor or Director will have an opportunity to respond to the contract non-renewal recommendation before the Board;
3. Board actions will be in open session; and
4. timely written notice to the Supervisor or Director of the Board's determination on the contract non-renewal recommendation shall be provided to the Supervisor or Director.

Date adopted: September 26, 2022

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Series 4000: District Employment

4600 The Superintendent

4602 Hiring

The Board will determine and select the best candidate to serve as the Superintendent, based on qualifications, experience, demonstrated capabilities, and other relevant factors as determined by the Board. The Board may enlist professional consultants, employees, community members, or others to assist with the recruitment and selection process.

Qualified candidates will possess and maintain certifications, permits, and approvals required by federal and state law for the office of Superintendent. The hiring process will comply with the Michigan Open Meetings Act.

Before hiring the selected candidate, an offer of employment will be conditioned on successful completion of a background check as described in Policy 4205.

The Board should consult with legal counsel when drafting the Superintendent's employment contract.

The Superintendent's employment contract shall not exceed five years in duration. If a Superintendent vacates the position before a new Superintendent is selected, the Board shall appoint an interim Superintendent to oversee operations until a new Superintendent is selected. Hiring decisions shall be based on qualifications, skills, knowledge, abilities, education, certifications/licenses, experience, demeanor, and other criteria the Board may deem relevant.

Legal authority: MCL 15.261 et seq.; MCL 380.1229(1), 380.1536

Date adopted: September 26, 2022

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Series 5000: Students, Curriculum, and Academic Matters

5100 Student Rights

5103-F-2 Wireless Communications Device Search and Seizure Considerations

This checklist is intended to help school officials understand when it is permissible to search a student's wireless communications device, including a cell phone. In this document, "cell phone" refers to any wireless communications device as defined in Policy 5209.

A student has a reasonable expectation of privacy in a cell phone, including the information stored on it (e.g., messages, images, videos, phone numbers, and social media apps). Accordingly, before searching a student's cell phone, a school official must have at least one of the following: (1) the student's consent (or consent from student's Parent or the phone's owner) or (2) reasonable suspicion that the search will produce evidence of wrongdoing (i.e., a school rule violation or illegal activity).

- ☐ Has the school official obtained voluntary consent to search the cell phone?
 - Asking for the student's voluntary consent must be a question rather than a directive. Voluntary consent, however, does not require a school official to inform the student of a right to refuse.
 - Consider that the cell phone may be password-protected and that asking may be the quickest way to unlock the cell phone.
 - If the student does not consent, the school official may obtain consent from the student's Parent or may still be able to search it based on reasonable suspicion.

- ☐ Does the school official have "reasonable suspicion" to conduct the search?

For reasonable suspicion, the search must be both: (1) justified at its inception and (2) reasonable in scope. Whether both of those elements are present depends on the individual facts, circumstances, and context surrounding the search.

- *Justified at Inception.* A school official must have a specific reason at the beginning of the search to believe the student is engaging or has engaged in wrongdoing and that wrongdoing will be discovered by the search.

One of the following may satisfy this element:

- o Does the school have a policy or rule that prohibits cell phones in school or during class time?
- o Does the school official have actual knowledge (i.e., by seeing or hearing) that the student engaged in wrongdoing?
- o Did the school official receive a tip from a reliable or trustworthy third party that the student's cell phone contains evidence of wrongdoing (i.e., threats,

5103-F-2 Wireless Communications Device Search and Seizure Considerations

cyberbullying, plans of violence, or inappropriate images or recordings)? If the tip was anonymous, was the tip corroborated?

- *Reasonable in Scope.* A school official's search must be limited to discovering the specifically suspected wrongdoing. A school official cannot use the cell phone as a tool to fish for other unanticipated wrongdoings.
 - o Is the suspected content on the cell phone directly related to the alleged violation?
 - If the alleged violation is having the cell phone out during class, searching through the contents of the cell phone would not be reasonable in scope. Though, confiscating the cell phone may be appropriate.
 - If a school official has reasonable suspicion that a student's cell phone contains sexually explicit images/videos of students, the school official should not search the phone but should, instead, inform the student's Parent and refer the matter to law enforcement.
 - If a school official, after searching a cell phone, incidentally discovers sexually explicit images/videos of students, the school official must not engage in or allow further distribution of the images/videos. Sexually explicit images/videos of minor students may be "child sexually abusive material" or "child pornography" under state or federal law. The school official must not copy, transfer, download, share, send, duplicate, print, or otherwise disseminate the images/videos. Rather, the school official should confiscate the cell phone, inform the student's Parent, and refer the matter to law enforcement.

Michigan's Internet Privacy Protection Act prohibits schools from asking students for or requiring disclosure of information to access a "personal internet account" (e.g., password-protected social media accounts).

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5209 Student Use of Wireless Communications Devices

Option 1 (students permitted to use wireless communications devices at school except during instructional time): Students may not use Wireless Communications Devices on school grounds during instructional time, except as otherwise provided in this Policy.

“Wireless Communications Device” is an electronic device capable of, but not limited to, text messaging, voice communication, entertainment, navigation, accessing the internet, sending and receiving photos and videos, or producing email.

“Instructional time” is defined as the start of the school day when instruction begins until dismissal at the end of the school day, excluding lunch and passing time.

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

Students may use Wireless Communications Devices on school grounds during school hours, including during instructional time, if the Wireless Communications Device is:

- medically necessary for a student to monitor a health issue;
- required by a student’s Section 504 Plan or IEP;
- a District-owned device;
- designated by the District to be used for instructional purposes;
- permitted by a classroom teacher for lesson-specific academic assignments; or
- used during an emergency situation in accordance with the District’s emergency operations plan under Policy 3402, so long as it does not interfere with school emergency protocols or first responders or endanger students or staff.

Students are personally and solely responsible for the security of their Wireless Communications Devices. The District is not responsible for theft, loss, or damage of any Wireless Communications Device.

Students may not use Wireless Communications Devices while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy unless medically necessary or required by the student’s Section 504 Plan or IEP.

Taking, disseminating, transferring, or sharing obscene, pornographic, lewd, or otherwise illegal photographs, video, audio, or other similar data, whether by electronic

data transfer or otherwise (including via cell phone or other electronic device), may constitute a crime under state or federal law. A student engaged in any of these activities at school, at a school event, or on school-provided transportation, may be subject to discipline pursuant to this Policy and the student code of conduct. A student engaged in any of these activities outside of school may be disciplined if the student's activities substantially disrupt the school environment.

The Superintendent, building principals, and teachers are authorized to develop building-level and classroom rules for students' use of Wireless Communications Devices. Those rules must be clearly communicated to students. A student who violates the rules or this Policy is subject to corrective or disciplinary action, consistent with Policy and the student code of conduct.

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

Legal authority: MCL 380.1303a

Date adopted: September 26, 2022

Date revised: October 28, 2024

Date revised: September 28, 2026

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5209 Student Use of Wireless Communications Devices

Students may not use Wireless Communications Devices on school grounds during instructional time, except as otherwise provided in this Policy.

“Wireless Communications Device” is an electronic device capable of, but not limited to, text messaging, voice communication, entertainment, navigation, accessing the internet, sending and receiving photos and videos, or producing email.

“Instructional time” is defined as the start of the school day when instruction begins until dismissal at the end of the school day, excluding lunch and passing time.

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

Students may use Wireless Communications Devices on school grounds during school hours, including during instructional time, if the Wireless Communications Device is:

- medically necessary for a student to monitor a health issue;
- required by a student’s Section 504 Plan or IEP;
- a District-owned device;
- designated by the District to be used for instructional purposes;
- permitted by a classroom teacher for lesson-specific academic assignments; or
- used during an emergency situation in accordance with the District’s emergency operations plan under Policy 3402, so long as it does not interfere with school emergency protocols or first responders or endanger students or staff.

Students are personally and solely responsible for the security of their Wireless Communications Devices. The District is not responsible for theft, loss, or damage of any Wireless Communications Device.

Students may not use Wireless Communications Devices while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy unless medically necessary or required by the student’s Section 504 Plan or IEP.

Taking, disseminating, transferring, or sharing obscene, pornographic, lewd, or otherwise illegal photographs, video, audio, or other similar data, whether by electronic data transfer or otherwise (including via cell phone or other electronic device), may

constitute a crime under state or federal law. A student engaged in any of these activities at school, at a school event, or on school-provided transportation, may be subject to discipline pursuant to this Policy and the student code of conduct. A student engaged in any of these activities outside of school may be disciplined if the student's activities substantially disrupt the school environment.

The Superintendent, building principals, and teachers are authorized to develop building-level and classroom rules for students' use of Wireless Communications Devices. Those rules must be clearly communicated to students. A student who violates the rules or this Policy is subject to corrective or disciplinary action, consistent with Policy and the student code of conduct.

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

Legal authority: MCL 380.1303a

Date adopted: September 26, 2022

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Date revised: September 28, 2026

Series 5000: Students, Curriculum, and Academic Matters

5300 Student Enrollment, Attendance, and Records

5309-F-1 Amendment of Student Records

If a Parent or eligible student believes that the student's education record is inaccurate, misleading, or a privacy invasion, the Parent or eligible student may request that the record be amended. An amendment request must:

- A. Be in writing, directed to the building principal;
- B. Identify the record that the Parent or eligible student is seeking to amend; and
- C. Clearly state why the Parent or eligible student believes that the record is inaccurate, misleading, or a privacy invasion.

Upon receipt of an amendment request that meets the above requirements, the building principal or designee will review the disputed record and determine whether the record is inaccurate, misleading, or a privacy invasion. The building principal or designee will notify the Parent or eligible student of the decision within 30 school days of receipt of the amendment request. The building principal or designee's decision will be one of the following:

- A. A determination that the record is not inaccurate, misleading, or a privacy invasion and, therefore, the record will not be amended. The building principal or designee will notify the Parent or eligible student of the right to appeal the determination at a hearing.
- B. A determination that the record is inaccurate, misleading, or a privacy invasion. The building principal or designee will notify the Parent or eligible student of how the record will be amended.

The amendment process may only be used to modify information that is inaccurate, misleading, or a privacy invasion. The District will not hold a hearing under Policy 5309 to address any other concerns about a student's education records. This process may not be used to challenge a grade, an opinion, or a substantive decision made by the District about a student.

Hearing Procedures

If the building principal or designee issues a determination that the record is not inaccurate, misleading, or a privacy invasion, the Parent or eligible student may appeal that determination at a hearing. The following hearing procedures will apply:

- A. The Parent or eligible student must request a hearing in writing within 15 school days of the building principal or designee's decision. The request must be sent to the Superintendent.

5309-F-1 Amendment of Student Records

- B. Upon receipt of a written hearing request, the Superintendent will designate an impartial hearing officer to review the matter within 5 school days of receipt of the hearing request. The impartial hearing officer will be an individual who was not involved in the building principal or designee's decision.
- C. The impartial hearing officer will contact the Parent or eligible student to schedule a mutually agreeable date for the hearing. In most cases, the hearing will be held within 30 school days from the date of the hearing request. The impartial hearing officer will determine the format of the hearing.
- D. The sole issue for hearing is whether the record(s) in question is/are inaccurate or misleading.
- E. The Parent or eligible student has the burden of demonstrating that the records are inaccurate or misleading and may present evidence that the Parent or eligible student reasonably believes will assist the hearing officer in making a determination.
- F. The building principal or designee may present evidence supporting the decision to deny the request.
- G. The following rules apply to any evidence offered:
 - 1. There is no right to subpoena records or cross-examine witnesses;
 - 2. The hearing officer will determine whether offered evidence is relevant;
 - 3. The hearing officer has the right to exclude evidence and testimony that the hearing officer does not believe will assist in determining whether the record is inaccurate or misleading;
 - 4. The hearing officer's decisions on evidence admissibility are final.
- H. The hearing officer will issue a written decision within 30 school days of the hearing. The decision will be limited to a finding of whether the records are inaccurate or misleading.
- I. If the hearing officer finds that the record is inaccurate or misleading, the hearing officer will describe in the decision how the record will be amended to correct the inaccurate or misleading portion of the record.
- J. If the hearing officer finds that the record is not inaccurate or misleading and therefore will not be amended, the Parent or eligible student may insert a statement in the record commenting on the contested record or stating disagreement with the District's decision. That statement must remain with the contested part of the student's record for as long as the record is maintained by the District.
- K. The hearing officer's decision is final.

Series 5000: Students, Curriculum, and Academic Matters

5500 School Sponsored and Extracurricular Activities

5507 *Extracurricular Activities*

A. General Purpose

“Extracurricular activities” are defined as District-sponsored optional activities, including athletics, that are not for grade or credit.

Extracurricular activities, while an important part of the total school experience, are secondary to the academic program. Participation in extracurricular activities is a privilege, not a right.

Extracurricular activities do not include:

1. co-curricular activities such as band and choir, in which students must participate as part of the requirements for enrollment in and receiving a grade for a particular course; or
2. student-initiated, noncurricular student groups, which are permitted to hold meetings and events on school premises. These groups are not school-sponsored and are governed by Policies 3304 and 5510.

B. Governance

The District has exclusive control over extracurricular activities including, but not limited to, formation, naming, structure, operation, financing, and discontinuance.

Students and sponsors are governed by all Policies, applicable codes of conduct, and any other applicable rules or behavioral expectations.

Extracurricular groups may use District facilities consistent with Policy 3304.

C. Student Eligibility

Students are encouraged to participate in extracurricular activities. Participation is open to students who meet the eligibility requirements established by the District and any applicable governing body.

Students who wish to participate in extracurricular activities must abide by Board Policy, applicable codes of conduct, and any other applicable rules or behavioral expectations. A student’s failure to comply with Board Policy, applicable codes of conduct, and any other applicable rules or behavioral expectations may result in disciplinary action and exclusion from extracurricular activities.

Students who participate in interscholastic athletics may not use performance-enhancing substances. Performance-enhancing substances include

any substance banned by the NCAA. Students who use performance-enhancing substances may be disciplined and excluded from the activity.

D. Advisors and Coaches

Each extracurricular activity must have an advisor or coach who is a District employee or a selected community member who is qualified by virtue of education, training, experience, or special interest to serve as the advisor or coach, as determined by the Superintendent or designee.

The Superintendent or designee will assign activity advisors and athletic coaches. Advisors and coaches serve at the will of the Superintendent, who may remove an activity advisor or athletic coach in the Superintendent's sole discretion, absent contrary contractual provisions.

Sponsors may be required to develop materials, activities, and a budget; promote membership and participation; communicate with the building principal or designee, staff, students, and Parents; schedule meeting dates and locations; plan meaningful experiences; supervise students during activities; evaluate and make program recommendations; and submit a year-end report to the building principal or designee.

E. Fundraising Activities

Fundraising activities must comply with Policy 5501.

Date adopted: September 26, 2022

Date revised: October 28, 2024

Date revised: September 28, 2026

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 reporter 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: September 22, 2025

Date revised: September 28, 2026

Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5710 Student Suicide Prevention

Employees, volunteers, and contractors must immediately notify the building principal or designee if a student is exhibiting signs of unusual depression, expressing suicidal thoughts, or threatening or attempting suicide or self-harm.

The District will convene a crisis response team to investigate and develop an intervention plan for the student, if necessary.

A member of the crisis response team will immediately notify the student's Parent if the student threatens or attempts suicide.

District personnel who suspect that a student may have a disability under Section 504 of the Rehabilitation Act or the Individuals with Disabilities Education Act must immediately refer the student for an evaluation.

The District will provide age-appropriate instruction and professional development about suicide prevention, consistent with Policy 2203 and state law.

Legal authority: MCL 380.1171, 380.1893

Date adopted: September 26, 2022

Date revised: October 28, 2024

Date revised: September 28, 2026



Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5710A Student Identification Cards

The District may issue student identification cards. If the District issues identification cards to any student in grades 6-12, it will ensure that a 24-hour national, state, or local suicide prevention hotline telephone number is printed on the cards.

Legal authority: MCL 380.1893(1)

Date adopted: September 28, 2026

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5714 Threat Assessment and Response

A. General

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

To further that commitment, the Board directs the Superintendent to:

1. Establish a behavior threat assessment and management (BTAM) team for each school operated by the District.
2. Ensure each BTAM team includes, at a minimum, the following individuals: a school administrator, a mental health professional as defined by MCL 330.1100b, and a school resource officer or another law enforcement official from the local law enforcement agency that has jurisdiction over the school.
3. Ensure each BTAM team is assigned at least the duties described in MCL 380.1308e(2).
4. Develop and implement threat assessment protocols. The threat assessment protocols must include training for individuals who administer threat assessments and a framework for determining when a threat assessment should be used.

B. Reporting Threats

District employees, volunteers, and contractors must immediately report any threat to the designated BTAM team school administrator. Reports may be made in person, by email, or by telephone. Threats requiring immediate intervention should also be reported to the local law enforcement.

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

If there is a concern about student self-harm, the building principal or designee should comply with Policy 5710.

C. Threat Response

When a threat is reported, the BTAM team school administrator or designee will determine whether to initiate the District's threat assessment protocol.

Any disciplinary action taken in response to a reported threat must be consistent with the Student Code of Conduct and applicable law and policies.

D. Training

All District employees must receive awareness training on this Policy and the District's threat assessment process at least annually. Additional training will be provided as required by the District's threat assessment process.

E. Communication with the School Community about Reported Threats

All communications about reported threats or safety concerns will comply with applicable law, including the Family Educational Rights and Privacy Act.

Legal authority: MCL 380.1308e

Date adopted: October 28, 2024

Date revised: September 28, 2026



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

September 28, 2026

FOR ACTION: Approval of Wage Reopener between the East China School District and the East China Education Association (ECEA)

As this item involves negotiation of a collective bargaining agreement, it will be discussed in closed session prior to formal action taken by the Board.

RECOMMENDED ACTION:

Per administration recommendation, the Board of Education approves the wage reopener agreement for the period of August 26, 2026 - August 25, 2027 between the Board of Education of the East China School District and the East China Education Association (ECEA).

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

September 28, 2026

FOR ACTION: Approval of Wage Reopener between the East China School District and the East China Administrators Association (ECAA)

As this item involves negotiation of a collective bargaining agreement, it will be discussed in closed session prior to formal action taken by the Board.

RECOMMENDED ACTION:

Per administration recommendation, the Board of Education approves the wage reopener agreement for the period of August 26, 2026 - August 25, 2027 between the Board of Education of the East China School District and the East China Administrators Association (ECAA).

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

September 28, 2026

FOR ACTION: Approval of Contract Agreement between the East China School District and Teamsters Local 214 (Bus Drivers Union)

As this item involves negotiation of a collective bargaining agreement, it will be discussed in closed session prior to formal action taken by the Board.

RECOMMENDED ACTION:

Per administration recommendation, the Board of Education approves the contract agreement for the period of July 1, 2026 - June 30, 2028 between the Board of Education of the East China School District and Teamsters Local 214 (Bus Drivers Union).