

I. REGULAR BUSINESS

I.A. Call to Order

- I.A.1) Pledge of Allegiance
- I.A.2) Roll Call

I.B. Approval of Agenda

I.C. Presentations

- I.C.1) Instructional Services Updates

I.D. Audience Participation

I.E. Action Items

- I.E.1) Consent Agenda
 - I.E.1)a. 10/15/2025 Regular Board Meeting Minutes
 - I.E.1)b. Personnel Report
 - I.E.1)c. Board Bills and Disbursement Report
 - I.E.1)d. Great Start Readiness Program (GSRP) Agreements: Eaton RESA partners with Eaton Rapids Public Schools, Potterville Public School, You & Me Academy, Wacousta Cooperative Preschool, the Learning Care Group and CACS Head Start to offer GSRP in our local districts. Memos of Understanding and Agreements have been signed by the representative of each entity as well as Eaton Resa Superintendent Dr. Sean Williams to execute these agreements.
- I.E.2) Property Transfer Request: Justin Lamb, property owner of 0 E Needmore HWY. within the Charlotte Public School District boundaries, is requesting that the Board approve the transfer of his property to Grand Ledge School District, identified as Parcel No. 23-070-006-100-005-02, from Charlotte Public Schools to Grand Ledge Public Schools pursuant to Sections 951–976 of the Michigan Revised School Code (MCL 380.951 et seq.). The property was purchased by Mr. Lamb on February 20, 2025.
- I.E.3) Authorization Regarding Section 31aa Funding: Section 31aa funding currently requires districts to forfeit attorney–client privilege as a condition of participation. Eaton RESA seeks to protect its legal interests while retaining the option to access these funds if the requirement is removed through legislative or judicial action.
- I.E.4) Notice of Layoff: Due to the elimination of Section 32p Great Start Collaborative categorical funding in the FY26 State Budget, the Superintendent is requesting Board approval to issue layoff notices for the two contracted staff members impacted by the loss of funds.
- I.E.5) Bridge Care Service Agreement: Eaton RESA seeks to support student mental health, well-being, and proactive outreach services across local districts. BridgeCare Technologies, Inc. will provide on-demand student support, crisis prevention, wellbeing check-ins, personal growth

resources, and data insights for high school students in the Eaton RESA service area during the Spring 2026 semester. Eaton RESA will utilize state C4S grant funds to cover the total cost of \$30,000 for the service period, December 21, 2025 – June 20, 2026.

I.E.6) Increase in FTE for Speech and Language Pathologist: Due to an increase in needs, both Potterville Public Schools and Maple Valley Schools have requested a 0.2 FTE increase for Speech and Language Pathologist, respectively, for a total of 0.4 FTE increase of Speech and Language Pathologist Services with a cost of \$19,651.00 for the 2025-2026 school year.

I.E.7) Positive Behavior Advocates, LLC contract to provide a Board Certified Behavior Analyst (BCBA) for the 2025–26 School Year: Kelly Hager, Assistant Superintendent for Special Education, is requesting Board approval for the Superintendent to execute a contract with Positive Behavior Advocates, LLC to provide .45 FTE services for Meadowview School. The FTE was previously board approved for School Social Work and would be reclassified to .45 FTE of BCBA support. BCBA support has been piloted at Meadowview and found to be successful in assisting our staff in meeting the needs of students with more severe behaviors. There will still be sufficient SSW support to continue to provide services as outlined in the IEPs of Meadowview students. The cost is not to exceed 418 hours for a maximum amount of \$41,800.00 for the 2025-2026 school year. The term of the agreement is from November 20, 2025, through June 30, 2026.

I.E.8) Memorandum of Understanding with Kent ISD: Kelly Hager, Assistant Superintendent for Special Education, is requesting Board approval for the renewal of a two-year agreement with Kent ISD who provides MiPSE, which enables the use of the PowerSchool Special Education (PSE) software from PowerSchool using the Kent ISD database for Eaton RESA in a consortium with all constituent districts. An additional \$4000 (\$2000 per year) was added to the estimate to cover the pay per use document fees.

The total cost is \$110,635.70. The term of the agreement is from the 2025-2026 school year through the 2026-2027 school year.

I.E.9) Letter of Understanding with Ingham ISD for Monitoring/TA Support: Kelly Hager, Assistant Superintendent for Special Education, is requesting Board approval to enter into a Letter of Understanding with Ingham ISD for Monitoring and Technical Assistance services in order to fill a vacancy. The agreement would not exceed a total cost of \$46,000. The term of the agreement is for the remainder of the 2025-2026 school year.

I.E.10) University of Michigan Health Sparrow, Eaton Hospital Subcontract - Grand Ledge Health Center: Kim Thalison, Director of School Wellness & Prevention Services, is requesting execution of the continuation contract to University of Michigan Health Sparrow Eaton

Hospital for the implementation of health care services for the School-Based Health Clinic located in Grand Ledge High School in the amount of \$131,506. The term of the contract is from October 1, 2025, to September 30, 2026.

I.E.11) University of Michigan Health Sparrow, Eaton Hospital Subcontract - East Lansing Health Center: Kim Thalison, Director of School Wellness & Prevention Services, is requesting execution of the continuation contract to University of Michigan Health Sparrow Eaton Hospital for the implementation of health care services for the School-Based Health Clinic located in East Lansing High School in the amount of \$260,444. The term of the contract is from October 1, 2025, to September 30, 2026.

I.F. Information Items

I.F.1) First Reading Neola Update Vol. 40, No. 1 – Nondiscrimination, September 2025 ISD: Updates to Policies po1422.02, po1422, po1662, po3122.02 po3122, po3362, po4122, po4122.02, and po4362.

I.F.2) First Reading Neola Update Vol 40, No. 1 – September 2025 ISD: Updates to Policies po2210, po2412, po5517.01, po7540.02, po7541, po8300, and po8305.

I.F.3) Michigan Blueprint Special Education Funding Study: The Michigan Special Education Finance Reform Blueprint was released to address long-standing inequities and underfunding in the state’s system for serving students with disabilities. Created under Section 51h of the 2024 School Aid Budget, the Blueprint outlines a student-centered and needs-based approach to special education funding. It recommends moving to a four-tier weighted funding model, establishing a high-cost fund for students with significant needs, and updating state policy frameworks to reduce reliance on local property wealth. The report provides a fiscal roadmap for a gradual six-year implementation designed to ensure equitable, sustainable, and predictable resources for all districts.

I.F.4) Regional Lobbying Efforts: The superintendent will share with the board the progress of discussions around creating a regional approach to lobbying rather than districts taking on those duties individually.

I.G. Board Member Reports & Requests

I.H. Correspondence

I.H.1) Upcoming Events

I.H.1)a. Regular Board Meeting, December 17, 2025, at 6:00 p.m., Eaton RESA

I.H.1)b. Regular Board Meeting, January 14, 2026, at 6:00 p.m., Eaton RESA

I.I. Adjournment

Eaton RESA Board of Education Minutes October 15, 2025 - Regular Board Meeting

A Regular Board Meeting of the Eaton Regional Education Service Agency was held on Wednesday, October 15, 2025, at 6:00 p.m. in the Board Room at 1790 East Packard Highway, Charlotte, Michigan.

I. REGULAR BUSINESS

A. Call to Order

- 1) Pledge of Allegiance
- 2) Roll Call

Roll Call: Temsey, DuFort, Roberts, Gonzalez, and Rushford

B. Approval of Agenda

MOTION: It was moved by Roberts, and supported by Rushford to approve the agenda, as presented. Motion carried 5-0

C. Audit Presentation

- 1) 2024-25 Financial Audit Results: Maner Costerisan will present the results of the 2024-25 Eaton RESA Annual Financial Audit.

D. Action Item

- 1) 2024-25 Financial Audit Results: Tina Monroe, Executive Director of Finance & Operations, requested that the Board approve the 2024-25 Financial Audit by Maner Costerisan.

MOTION: It was moved by Rushford, and supported by Temsey to approve the 2024-25 Financial Audit by Maner Costerisan, as presented. Motion carried 5-0

E. Audience Participation

F. Action Items

- 1) Consent Agenda
 - a. 09/24/2025 Regular Board Meeting Minutes
 - b. Personnel Report
 - c. Board Bills and Disbursement Report

MOTION: It was moved by Rushford, and supported by Roberts to approve the consent agenda, as presented. Motion carried 5-0

- 2) Travel Requests

- a. Kim Thalison, Director of School Wellness and Prevention, requested board approval for up to 6 staff members to attend the National Leadership Forum for Prevention Professionals in National Harbor, MD. The estimated costs are \$15,600 for the six participants, to be paid for with grant funding. The conference will provide participants with the opportunity to learn about national trends and best practices for prevention practices.

MOTION: It was moved by Roberts, and supported by Temsey to approve the travel requests, as presented. Motion carried 5-0

- 3) Property Transfer Request: Bob Nemeth, residing at 7000 Johnson Rd. within the Potterville Public School District boundaries, requested that the Board approve the transfer of his adjacent property, identified as Parcel No. 070-002-300-100-00, from Charlotte Public Schools to Potterville Public Schools pursuant to Sections 951-976 of the Michigan Revised School Code (MCL 380.951 et seq.). This 10-acre parcel, also identified as 7000 Johnson Rd., was originally split in 1988 between Charlotte Public Schools and Potterville Public Schools.

MOTION: It was moved by Temsey, and supported by Rushford to authorize the property transfer of 7000 Johnson Rd., Parcel No. 070-002-300-100-00, from Charlotte Public Schools to Potterville Public Schools pursuant to Sections 951-976 of the Michigan Revised School Code MCL380.951. Motion carried 5-0

- 4) Apprenticeship Wall Project – Round 2: Eaton RESA was awarded a \$1 million grant by MDE-OCTE in order to direct and manage the statewide apprenticeship wall project. Vlad Lebedintsev, Assistant Superintendent for Career & Technical Education, requested that the Board award authorize the Superintendent to contract with Conduit for the Trades, LLC, a sole source provider of “apprenticeship walls” to design, print and deliver apprenticeship walls to awarded schools. Interested schools will be required to go through an application process and will request an apprenticeship wall from 3 different size options and costs ranging from \$2,000 - \$3,000 and up to 4 additional smaller walls at \$200 each. An estimated 60 apprenticeship walls will be developed, printed and delivered in round 2 of applications for a cost not to exceed \$228,000 through June 30, 2026.

***MOTION:** It was moved by Roberts, and supported by Gonzalez to authorize the Superintendent to accept the agreement, as presented. Motion carried 5-0*

- 5) AMN Healthcare, Inc. Contract to provide School Social Work Services for the 2025–26 School Year: Kelly Hager, Assistant Superintendent for Special Education, requested Board approval for a contract between Eaton RESA and AMN Healthcare for 1.0 FTE School Social Worker to provide coverage during two upcoming staff leaves, not to exceed 640 hours for a maximum amount of \$52,480 for the 2025-2026 school year. The terms of the agreement are from November 2, 2025, through June 2, 2026.

***MOTION:** It was moved by Rushford, and supported by Gonzalez to authorize the Superintendent to execute the agreement, as presented. Motion carried 5-0*

- 6) New Position: up to .50 FTE Custodian: The Board recently approved increasing the .5 FTE custodian to 1.0 FTE because the District purchased the Union Street Building from Eaton Rapids Public Schools. We are requesting that the Board approve an additional .5 FTE custodian to fill the vacancy at Storefront and Southridge.

***MOTION:** It was moved by Rushford, and supported by Temsey to authorize the Superintendent to approve the increase to 1.0 FTE and additional 0.5 FTE custodial position, as presented. Motion carried 5-0*

- 7) 2026 Summer Tax Levy Resolution: Tina Monroe, Executive Director of Finance & Operations, requested that the Board approve the 2026 Summer Tax Levy Resolution before the December 31, 2025, deadline. This allows Eaton RESA to continue collecting fifty percent of the taxes in the summer and fifty percent in the winter from 7 of its 32 taxing units as done previously.

***MOTION:** It was moved by Temsey, and supported by Rushford to approve the 2026 Summer Tax Levy Resolution, as presented. Motion carried 5-0*

G. Information Items

- 1) 32p Great Start Collaborative: The FY 26 state budget recently signed by the governor on October 7th did not include the 32p Great Start Collaborative (GSC) categorical. The GSC is often the first connection we have with families in Eaton County. While there is a lot of focus on kindergarten readiness, they also connect families to a wealth of other social services that are offered across the county. While there is a small possibility in December that the funding will be restored through a supplemental budget, without 32p funding Eaton RESA cannot continue to provide these services.
- 2) Property Transfer Request: Justin Lamb, property owner of O E Needmore HWY. within the Charlotte Public School District boundaries, requested that the Board approve the transfer of his property to Grand Ledge School District, identified as Parcel No. 23-070-006-100-005-02, from Charlotte Public Schools to Grand Ledge Public Schools pursuant to Sections 951–976 of the Michigan Revised School Code (MCL 380.951 et seq.). The property was purchased by Mr. Lamb on February 20, 2025.

H. Board Member Reports & Requests

- 1) Mark Rushford, Board Treasurer, informed the meeting that Maple Valley is looking for CTE instructors and requested that the information be passed along to anyone who may be interested in filling one of the available roles.

I. Correspondence

- 1) Upcoming Events
 - a. Eaton RESA Career Preparation Center National Technical Honors Society Induction Ceremony, October 30, 2025, at 8:15 a.m., LCC West Campus, Room 119
 - b. Regular Board Meeting, November 19, 2025, at 6:00 p.m., Eaton RESA
 - c. Regular Board Meeting, December 17, 2025, at 6:00 p.m., Eaton RESA

J. Adjournment

Adjourned at 6:58 p.m.

Alex Gonzalez, Board Secretary

Date

It is the policy of Eaton Regional Education Service Agency not to discriminate on the basis of race, color, national origin, gender/sex, age, disability, height, weight, marital status, or lack of English language speaking skills, in its programs, services or activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies: Superintendent, 1790 East Packard Highway, Charlotte, MI 48813, 517.543.5500.

Eaton RESA Personnel Report for November 19, 2025

It is recommended that the following personnel action items be approved:

HIRES	
Name	Emma Carns
Title	Paraprofessional
FTE	Part-time
Department	Instructional Services
Type of Contract	ESPA
New/Replace	Replace
Prior Incumbent	Vacancy
Supervisor	Jennifer McCaffrey
Schedule	Paraprofessional/Step 3
Wage	\$16.77
Effective	11/3/2025
Name	Kelly Mackey
Title	Administrative Assistant
FTE	1.0
Department	Special Education
Type of Contract	ESPA
New/Replace	Replace
Prior Incumbent	Rebecca Potter/Ash Markovic
Supervisor	Kelly Hager
Schedule	Admin Asst./Step 3
Wage	\$19.62
Effective	11/3/2025
Name	Marc Thalison
Title	Facilities Coordinator
FTE	1.0
Department	Operations & Finance
Type of Contract	NONA
New/Replace	Replace
Prior Incumbent	LaValle Lamphere
Supervisor	Tina Monroe
Schedule	NONA Salary/Group C/Step 6
Wage	\$63,953
Effective	11/17/2025
DEPARTURES	
Name	Stephanie Colosky
Title	Paraprofessional
FTE	1.0
Department	Special Education
Type of Contract	ESPA
Supervisor	Kelly Hager
Effective	10/30/2025
Note	Resigned

DEPARTURES- Continued0	
Name	LaValle Lamphere
Title	Facilities Coordinator
FTE	1.0
Department	Finance & Operations
Type of Contract	NONA
Supervisor	Tina Monroe
Effective	12/31/2025
Note	Retirement
Name	Brian Lorente
Title	Paraprofessional
FTE	1.0
Department	Special Education
Type of Contract	ESPA
Supervisor	Kelly Hager
Effective	10/11/2025
Note	Resigned
Name	Ashley Markovic
Title	Administrative Assistant
FTE	1.0
Department	Special Education
Type of Contract	ESPA
Supervisor	Kelly Hager
Effective	10/31/2025
Note	Limited-Term Ended
Name	Steve Netzel
Title	Director-Learner Wallet Program
FTE	1.0
Department	Instructional Services
Type of Contract	ADMIN
Supervisor	Sean Williams
Effective	10/31/2025
Note	Retirement
Name	Dawn Pifer
Title	Paraprofessional
FTE	1.0
Department	Special Education
Type of Contract	ESPA
Supervisor	Kelly Hager
Effective	11/2/2025
Note	Resigned

**Eaton Regional Education Service Agency
Monthly Disbursements Report
For Period Ending October 31, 2025**

Accounts Payable Disbursements (See attached register):

Payroll Withholdings, Employer Liabilities & Electronic Withdrawal	\$ 1,212,942.63
Check Distributions	\$ 914,500.53
ACH transactions	\$ 1,064,029.36
Total Electronic and Check Distributions	<u>\$ 3,191,472.52</u>

Payroll Disbursements:

Net Pay	10/3/2025	\$ 415,762.26
Net Pay	10/17/2025	\$ 414,289.78
Net Pay	10/31/2025	\$ 424,660.56
Total Net Pay		<u>\$ 1,254,712.60</u>

Total Funds Disbursed This Month **\$ 4,446,185.12**

Check Register

Eaton RESA

Type of Checks: All

Date Range: 10/01/2025 to 10/31/2025

CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
REGULAR CHECKS									
309339	10/01/25	13899	4IMPRINT, INC	20429 C	G	11-221-3120-000-000-0000	Full Color Sticker - CALN	370.71	
				20365 C	G	11-221-5910-000-000-6973	Drawstring bags for Health Fai	7,306.04	7,676.75
309340	10/01/25	13341	AT&T U-VERSE		V	61-284-3490-000-000-0000	Oct Services - CTE	216.78	216.78
309341	10/01/25	15104	CITY-STAR SERVICES, INC		G	11-261-3840-000-000-0000	Sept Waste - Packard	262.97	
					G	11-261-3841-000-000-0000	Sept Waste - Southridge	186.91	449.88
309342	10/01/25	13960	EATON RAPIDS PUBLIC SCHOOLS	20488 C	G	11-283-3221-000-000-6351	2025 Special Populations Conf	330.00	330.00
309343	10/01/25	13906	FIDELITY SECURITY LIFE		G	12-451-0012-000-000-0000	October - EYE MED-VISION INSUR	2,249.68	2,249.68
309344	10/01/25	15495	FLAT OUT GRAPHICS	20518 C	V	61-127-5110-000-000-9502	Irish Green shirts - Zoo Unifo	313.00	313.00
309345	10/01/25	22260	INGHAM INTERMEDIATE SCHOOL		G	11-252-7410-000-000-0000	FY26 Dues/Meal Statement - T.M	60.00	60.00
309346	10/01/25	46514	STATE OF MICHIGAN	20263 P	G	11-257-3430-000-000-0000	Aug Services	417.51	
				20263 P	G	11-257-3430-000-000-0000	August Services	17.60	435.11
309347	10/01/25	16117	MV LEARNING LLC	20521 C	G	11-283-3190-000-000-6351	25/26 MV Liaison Pro	36,994.00	36,994.00
309348	10/01/25	15647	SPEEDWAY PREPAID CARD LLC	20498 P	G	11-271-3310-000-000-3310	Speedway Fuel Cards	4,853.95	4,853.95
309349	10/01/25	13204	ST JOHNS PUBLIC SCHOOLS	20487 C	G	11-283-3221-000-000-6351	2025 Special Populations Confe	210.00	
				20487 C	G	11-283-3221-000-000-6351	CHECK # 309349 VOIDED	(210.00)	0.00
309350	10/01/25	13160	WPS	20405 C	X	21-215-5910-000-032-0000	OWLS-II Record form A	124.30	124.30
309351	10/02/25	14148	MICHIGAN STATE DISBURSEMENT		G	12-451-0027-000-000-0000	ID# 913654672 - Corson	185.06	185.06
309352	10/08/25	15722	16 HANDS, INC.	20016 P	G	11-283-3190-000-000-0000	FY26 SLFP Admin - Oct	900.00	900.00
309353	10/08/25	07560	CITY OF CHARLOTTE		G	11-261-3830-000-000-0000	Water/Sewer - 07/01-09/30	1,062.69	1,062.69
309354	10/08/25	00749	DISCOUNT SCHOOL SUPPLY	20512 C	G	11-118-5110-565-000-3430	Magnifiers/Rhinestones/Feather	168.76	168.76
309355	10/08/25	14863	EDUCATION RESOURCES, INC		X	21-221-3220-000-013-0000	Nov 20 & 21 reg L. Beers	479.00	
					X	21-221-3220-000-013-0000	Nov 20 & 21 reg K. Cheeseman	479.00	
					X	21-221-3220-000-013-0000	Nov 20 & 21 reg K. Huntington	479.00	
					X	21-221-3220-000-013-0000	Nov 20 & 21 reg H. Morse	245.00	1,682.00
309356	10/08/25	15135	ESTR PUBLICATIONS	20424 C	X	21-241-7910-001-000-0000	TRS 3.0 Forms	69.80	69.80
309357	10/08/25	14661	LESSONPIX, INC	20493 C	X	21-218-3450-000-000-0000	Licenses for 47 Users - 1 Year	1,438.20	1,438.20
309358	10/08/25	16123	LIBERTY TITLE AGENCY INC		G	11-261-3190-000-000-0000	Informational Commitment	475.00	475.00
309359	10/08/25	46514	STATE OF MICHIGAN		G	11-257-3190-000-000-0000	September Services	224.00	224.00
309360	10/08/25	16039	LAWTON AND ASSOCIATES, LLC		C	41-452-6310-000-000-2200	Additional site work per PO 19	6,600.00	6,600.00
309361	10/08/25	15624	REMIND101, INC	20526 C	G	11-311-5990-000-000-3430	Essentials plan sub - GSRP - 1	825.36	825.36
309362	10/08/25	16115	BLASCHKO ENTERPRISES INC	20515 C	X	21-241-5910-001-000-0000	CA Record/Test Insert	92.70	92.70
309363	10/15/25	12944	AMERICAN OFFICE SOLUTIONS -	19862 P	G	11-252-4220-000-000-0000	October Services - Lease	4,714.53	4,714.53
309364	10/15/25	15840	ASSOCIATION OF EDUCATIONAL	20609 C	G	11-231-7410-000-000-0000	AESA Annual Membership - 7/1/2	1,125.00	1,125.00
309365	10/15/25	16108	CLASSLINK INC	20412 C	G	11-284-3450-000-000-0000	License/Set up/Servers/Analyti	7,836.05	7,836.05
309366	10/15/25	13960	EATON RAPIDS PUBLIC SCHOOLS	20581 C	F	51-297-8220-000-000-8500	September - Breakfast	797.50	
				20581 C	F	51-297-8220-000-000-8510	September - Lunch	1,024.10	1,821.60
309367	10/15/25	00746	MAASE	20554 C	G	11-221-3190-000-000-7674	Whole Child Meeting	300.00	

Check Register

Eaton RESA

Type of Checks: All

Date Range: 10/01/2025 to 10/31/2025

CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
				20554	C	G 11-221-3190-000-000-7674	CHECK # 309367 VOIDED	(300.00)	0.00
309368	10/15/25	14400	MASA REGION VI	20612	C	G 11-232-7410-000-000-0000	25/26 MASA Dues - S.Williams	100.00	100.00
309369	10/15/25	44351	MASB	20601	C	G 11-231-3220-000-000-0000	Sept 30 Conf - Reg - J.Temsey	125.00	125.00
309370	10/15/25	46514	STATE OF MICHIGAN	20263	P	G 11-257-3430-000-000-0000	September Services	121.68	121.68
309371	10/15/25	15133	MICHIGAN INTERNATIONAL PREP	20489	C	G 11-283-3221-000-000-6351	Special Pop Conf - Reimb	30.00	30.00
309372	10/15/25	14148	MICHIGAN STATE DISBURSEMENT			G 12-451-0027-000-000-0000	ID# 913654672 - Corson	185.06	185.06
309373	10/15/25	95721	OTICON, INC	20560	C	X 21-218-6420-000-000-0000	Remote Mic and Lanyard	1,259.99	1,259.99
309374	10/15/25	13559	STEVEN D. LOWE, P.C.			G 11-231-3170-000-000-0000	9/2/25 Services	649.00	649.00
309375	10/15/25	16115	BLASCHKO ENTERPRISES INC	20530	C	X 21-241-5910-001-000-0000	CA Insert	36.29	36.29
309376	10/15/25	13986	THOMPSON LAWN CARE			G 11-261-4110-000-000-0000	Sept Services - Packard	829.00	
						G 11-261-4111-000-000-0000	Sept Services - Southridge	442.00	1,271.00
309377	10/22/25	13341	AT&T U-VERSE			X 21-261-3410-000-000-0000	Oct Services - Sped	175.81	175.81
309378	10/22/25	15495	FLAT OUT GRAPHICS	20659	C	V 61-127-5110-000-000-9507	Black Sweatshirts - LE	920.00	
				20633	C	V 61-127-5110-000-000-9507	Screen Printed Tees - LE	486.75	
				20659	C	V 61-127-5115-000-000-9511	Black Tshirts - LE	752.25	
				20633	C	V 61-127-5115-000-000-9511	Screen Printed Tees - CJ	514.00	2,673.00
309379	10/22/25	16129	MICHIGAN CHAPTER OF ACTE	20632	C	V 61-221-3220-000-000-4005	Room Rental/AV Equipment	1,113.75	1,113.75
309380	10/22/25	15850	MICHIGAN ADULT, COMMUNITY,	20669	C	G 11-221-7410-000-000-3310	MACAE Rate - 10-14 Persons	600.00	
				20669	C	G 11-283-7410-000-000-3310	MACAE Rate - 10-14 Persons	600.00	1,200.00
309381	10/22/25	15416	UNIFORM CENTER OF LANSING,	20634	C	V 61-127-5110-000-000-9505	DU Health Scrubs	28.00	28.00
309382	10/22/25	15483	PAUL J SCHMDT	20657	C	G 11-221-3190-000-000-7864	Stepping up together program	1,450.00	1,450.00
309383	10/22/25	15022	VOYAGER SOPRIS LEARNING INC.	20592	C	G 11-221-4140-000-000-3430	PELI Manual Entry License #001	397.50	
				20592	C	G 11-221-4141-000-000-3430	PELI Manual Entry License #001	397.50	795.00
309384	10/29/25	16126	ATS MIDWEST LLC	20594	C	V 61-127-6410-000-000-3200	MobileArc Welding Simulator	20,762.00	20,762.00
309385	10/29/25	14435	BUREAU OF EDUCATION &			X 21-221-3220-000-011-0000	12/12/25 School Base OT's conf	275.00	275.00
309386	10/29/25	09260	CONSUMERS ENERGY			G 11-261-5510-000-000-0000	October - Packard gas	431.55	
						G 11-261-5511-000-000-0000	October - Southridge Gas #1	169.94	
						G 11-261-5520-000-000-0000	October - Meadowview Electric	69.48	
						G 11-261-5520-000-000-0000	October - Packard Electric	3,204.87	
						G 11-261-5521-000-000-0000	October - Southridge Electric	665.01	
						G 11-261-5521-000-000-0000	October - Southridge Electric	85.76	
						X 21-261-5510-000-000-0000	October - Meadowview Gas	18.88	4,645.49
309387	10/29/25	13777	DAVENPORT UNIVERSITY	20694	C	V 61-127-3110-000-000-9505	Health Tech Academy	26,138.50	
				20694	C	V 61-127-3110-000-000-9520	Business Academy - 2 sessions	51,279.00	
				20694	C	V 61-127-3110-000-000-9524	Game Design/Programming Academ	26,725.00	
				20695	C	V 61-127-3730-000-999-9501	TUITION COMPUTER SECURITY	19,902.00	
				20695	C	V 61-127-3730-000-999-9505	TUITION HEALTH DAVENPORT	3,210.00	
				20695	C	V 61-127-3730-000-999-9520	TUITION BUSINESS ACAD	43,656.00	

Check Register

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
				20695 C	V	61-127-3730-000-999-9524	TUITION GAME DESIGN	9,844.00	
				20694 C	V	61-127-5110-000-000-9505	MEDA255 Course Fee	2,775.00	
				20694 C	V	61-127-5110-000-000-9524	CISP111 Course Fee	400.00	
				20695 C	V	61-127-5210-000-000-9501	COMPUTER SECURITY - Textbooks	2,005.00	
				20694 C	V	61-127-5210-000-000-9520	MKTG211//CISP111 Textbooks	2,050.00	
				20678 C	V	61-127-5210-000-000-9524	Starting out w/visual - Textbo	759.92	
				20695 C	V	61-127-5210-000-999-9505	HEALTH - Textbooks	160.00	
				20695 C	V	61-127-5210-000-999-9520	BUSINESS ACADEMY - Textbooks	3,420.00	
				20695 C	V	61-127-5210-000-999-9524	GAME DESIGN - Textbooks	865.00	193,189.42
309388	10/29/25	13960	EATON RAPIDS PUBLIC SCHOOLS	20700 C	F	51-297-8220-000-000-8500	Aug - Breakfast	173.01	
				20700 C	F	51-297-8220-000-000-8510	Aug - Lunch	310.10	483.11
309389	10/29/25	22160	INGHAM CO TREASURER OFFICE		G	11-259-7610-000-000-0000	Prior Year tax rolls - Aureliu	16.43	
					X	21-259-7610-000-000-0000	Prior Year tax rolls - Aureliu	330.77	
					V	61-259-7610-000-000-0000	Prior Year tax rolls - Aureliu	82.42	429.62
309390	10/29/25	16160	KEUSCH, ALLISON		G	11-283-7410-000-000-0000	Fingerprinting Reimbursement	65.50	65.50
309391	10/29/25	16159	OBERLIN, DEBRA		X	21-271-3320-000-000-0000	Parent Transport - M.Knickerbo	13.20	13.20
309392	10/29/25	15705	SPARROW EATON HOSPITAL		G	11-226-3130-000-000-5229	Implementation Grant	253,900.00	
					G	11-261-3190-000-000-5227	Renovation Grant	350,000.00	603,900.00
309393	10/29/25	14148	MICHIGAN STATE DISBURSEMENT		G	12-451-0027-000-000-0000	ID# 913654672 - Corson	185.06	185.06
991459	10/08/25	90436	PNC BANK - BUSINESS CARD	20381 C	G	11-131-5110-000-000-3310	Tracfone - airtime	135.43	
				20381 C	G	11-132-5990-000-000-3310	Tracfone - airtime	135.42	
				20570 C	G	11-221-3190-000-000-0000	MTG Space - CALN Feb & Sept me	3,675.44	
				20408 C	G	11-221-3220-000-000-0000	Delta Hotel - July confr lodgi	471.18	
					G	11-221-3220-000-000-0000	Credit - Delta Hotel July conf	(12.24)	
				20407 C	G	11-221-3220-000-000-0000	Stella's Lounge - Aug conf mea	15.75	
				20410 C	G	11-221-3220-000-000-0000	McDonalds, Delta Hotel, Fireho	520.09	
				20409 C	G	11-221-3220-000-000-0000	Tupelo Honey, MeXo & Stella's	154.84	
				20457 C	G	11-221-3220-000-000-0000	MSU Police Dept- parking fee	7.40	
				20502 C	G	11-221-3220-000-000-0000	Oakland School & Acadience - H	200.00	
					G	11-221-3220-000-000-2910	Credit - Delta Hotel	(27.84)	
				20321 C	G	11-221-3220-000-000-7674	MSU - Parking for CASH Confere	10.00	
				20320 C	G	11-221-3220-000-923-9303	Resultathand - Substance abuse	235.00	
				20374 C	G	11-221-3220-500-000-3430	Walmart, Dollar Tree, QD, Meij	12.19	
				20375 C	G	11-221-3220-500-000-3430	Meijer,Cottage Inn,BJs,Gordons	112.76	
				20375 C	G	11-221-3220-530-000-3430	Meijer,Cottage Inn,BJs,Gordons	451.04	
				20374 C	G	11-221-3220-530-000-3430	Walmart, Dollar Tree, QD, Meij	48.71	
				20375 C	G	11-221-3220-560-000-3430	Meijer,Cottage Inn,BJs,Gordons	563.82	
				20374 C	G	11-221-3220-560-000-3430	Walmart, Dollar Tree, QD, Meij	60.88	

Eaton RESA

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
20375	C			20375	G	11-221-3220-565-000-3430	Meijer,Cottage Inn,BJs,Gordons	338.30	
20374	C			20374	G	11-221-3220-565-000-3430	Walmart, Dollar Tree, QD, Meij	36.53	
20502	C			20502	G	11-221-3221-000-000-0000	Amway Grand - Early Math event	1,200.60	
20374	C			20374	G	11-221-3221-000-000-3430	Walmart, Dollar Tree, QD, Meij	97.34	
20375	C			20375	G	11-221-3221-000-000-3430	Meijer,Cottage Inn,BJs,Gordons	1,041.21	
20502	C			20502	G	11-221-5910-000-000-0000	Canva & Mentimeter	263.87	
20434	C			20434	G	11-221-5990-000-000-2910	Culvers - meeting lunch	23.09	
20320	C			20320	G	11-221-5990-000-000-7674	MH Clrghouse - K-6 Wildcard Li	474.00	
20318	C			20318	G	11-221-5990-000-000-7674	Basecamp purchase	30.00	
20320	C			20320	G	11-221-5990-000-923-9303	Dancesafe/Walmart - Test strip	70.25	
20322	C			20322	G	11-221-5990-000-933-9303	Walmart - Candy for ISAP	26.43	
20323	C			20323	G	11-221-5990-000-933-9303	Payfabric.com - Badge Tags for	60.99	
20502	C			20502	G	11-221-5993-000-000-0000	Walmart, Jets Pizza, Jimmy Joh	397.83	
20411	C			20411	G	11-221-5993-000-000-0000	Fleetwood Diner & Eaton Place	145.00	
20457	C			20457	G	11-221-5993-000-000-9500	Jimmy Johns - training event m	84.79	
20411	C			20411	G	11-226-3220-000-000-0000	Delta Hotel, Uccellos, Amway G	535.21	
20408	C			20408	G	11-226-3220-000-000-0000	Delta Hotel - July confr lodgi	234.60	
20411	C			20411	G	11-226-5910-000-000-0000	Mentimeter - subscription	120.00	
20381	C			20381	G	11-226-5910-000-000-3310	CANVA, Lansing parking fee & D	317.90	
20411	C			20411	G	11-226-7410-000-000-0000	MAISA renewal	445.00	
20343	C			20343	G	11-227-5110-000-000-3310	Pearson - GED Vouchers	416.00	
20570	C			20570	G	11-231-3220-000-000-0000	Allianzins - travel insurance	6.75	
20570	C			20570	G	11-232-3220-000-000-0000	Phillips Listens Inc - confr r	99.00	
20435	C			20435	G	11-232-3220-000-000-0000	Delta Hotel - July confr lodgi	444.72	
20435	C			20435	G	11-232-3450-000-000-0000	Zoom, Chat GPT & InAI software	293.30	
20381	C			20381	G	11-249-5990-000-000-0000	GFS Store	140.87	
20431	C			20431	G	11-252-3220-000-000-0000	LEAD & MSBO confr reg	880.00	
20431	C			20431	G	11-252-7412-000-000-0000	Authorize.net	30.00	
20538	C			20538	G	11-261-3450-000-000-0000	Zoom Subscription	148.07	
20454	C			20454	G	11-261-4110-000-000-0000	Byrums Hardware & Menards	295.48	
20454	C			20454	G	11-261-4190-500-000-3430	Byrums Hardware & Menards	15.49	
20343	C			20343	G	11-261-4210-001-000-3310	Village Vermontville - Rent	103.00	
20454	P			20454	G	11-261-5990-000-000-0000	Zoro & Byrums Hardware	464.71	
20454	C			20454	G	11-261-5990-000-000-4470	Byrums Hardware & Menards	11.76	
20381	C			20381	G	11-271-3310-000-000-3310	Speedway fuel cards	600.00	
20343	C			20343	G	11-271-3310-000-000-3310	Speedway - Fuel Cards	800.00	
20375	C			20375	G	11-282-5990-000-000-3430	Facebook advertising	69.65	
20342	C			20342	G	11-283-3220-000-000-3310	Magnuson Grand - Aug confr lod	196.00	

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
				20319	C	G 11-283-3220-000-000-6351	MSU - Parking for CASH Confere	16.00	
				20570	C	G 11-283-3430-000-000-0000	USPS - stamps	93.60	
				20456	C	G 11-283-3450-000-000-0000	Digital Inspiration - Google f	39.00	
				20570	C	G 11-283-5910-000-000-0000	Walmart & 4Imprint - address l	232.44	
				20374	C	G 11-283-7410-000-000-3430	Eaton Co - fingerprints	285.00	
				20538	C	G 11-284-5910-000-000-0000	Amazon - HDMI cords/screen pro	207.11	
				20374	C	G 11-311-5990-000-000-3430	Lowes	9.16	
				20403	C	G 11-331-5993-000-000-2781	Sticker Giant	423.30	
				20403	C	G 12-199-0000-000-000-0000	Sidestreet Deli, 4Imprint & Ba	1,928.20	
				20384	P	X 20-199-0000-000-000-0000	Acapulco - meeting meal (rejec	63.82	
				20347	C	X 21-213-5990-000-011-0000	Ablespace - M.McBride	199.00	
				20347	C	X 21-214-5990-000-021-0000	WPS - M.Herson	36.00	
				20538	C	X 21-218-6420-000-000-0000	Apple.com - iPads	9,720.00	
				20333	C	X 21-219-5990-000-000-9143	Meijer/Biggby - Water/Coffee	55.14	
				20332	C	X 21-221-3220-000-035-0000	ATIA Jan 26th confr reg	580.00	
				20333	C	X 21-221-3220-000-067-0000	FAPE/P2P Conf Regs	130.00	
				20384	C	X 21-221-3220-000-080-0000	CCRESA & DEC confr reg	290.00	
				20370	C	X 21-221-5990-000-000-0000	Jimmy Johns - PD food	324.94	
				20423	C	X 21-221-5990-000-000-0000	CPI - workbooks	1,997.40	
				20347	C	X 21-221-5993-000-000-0000	FD/Walmart/Aplbees - Meeting i	61.80	
				20384	C	X 21-226-5990-000-080-0000	Mooville - play group activity	20.00	
				20466	C	X 21-226-7410-000-080-0000	MAASE dues	300.00	
				20461	C	X 21-226-7910-000-082-0000	MDE Educator licenses	225.00	
				20333	C	X 21-226-7910-000-082-0000	MDE - Educator Lic Renewal	50.00	
				20423	C	X 21-241-5993-001-000-0000	Walmart - PD food	76.32	
				20370	C	X 21-241-7410-001-000-0000	MAASE Membership	308.97	
				20370	C	X 21-241-7910-001-000-0000	Busy Beaver Buttons	258.20	
				20384	C	X 21-261-3430-000-000-0000	USPS - stamps\postage	31.20	
				20304	C	X 21-283-3220-000-000-0000	Aug MAASE confr meals - variou	969.84	
				20466	C	X 21-283-3220-000-000-0000	MAASE reg, McGees Mama Lus & G	1,173.81	
				20370	C	X 21-283-3220-000-000-0000	Texas Road House, Panera Bread	451.99	
						X 21-283-3220-000-000-0000	Credit - Great Wolf Lodge - P.	(446.68)	
				20302	C	X 21-283-3220-000-000-0000	MAASE Conf - Lodging & Meals	1,198.11	
				20303	C	X 21-283-3220-000-000-0000	MAASE Conf - GTR Lodging	573.30	
				20384	C	X 21-391-5990-000-000-3263	Meijer - snacks	17.65	
						V 61-127-5110-000-000-9507	Credit - Galls sales tax	(28.19)	
				20418	C	V 61-127-5110-000-999-9503	Hobby Lobby, Walmart	548.08	
				20446	C	V 61-127-5210-000-000-9528	Aviation supplies	2,339.67	

Check Register

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
				20418 C	V	61-127-5210-000-999-9504	BCN - textbooks	428.04	
				20418 C	V	61-127-5210-000-999-9505	BCN - textbooks	248.29	
				20418 C	V	61-127-5210-000-999-9507	BCN - textbooks	116.33	
					V	61-127-5210-000-999-9507	Credit - BCN sale tax	(21.35)	
				20358 C	V	61-127-5210-000-999-9507	BNC - law enforcement textbook	345.92	
				20358 C	V	61-127-5210-000-999-9511	BNC - criminal justice textboo	272.20	
				20418 C	V	61-127-5210-000-999-9511	BCN - textbooks	30.29	
				20386 C	V	61-212-3220-000-000-0000	Boyne - Oct confr lodging K.Dy	259.01	
				20386 C	V	61-226-3220-000-000-0000	Gaylord Resort - Dec confr lod	267.36	
				20357 C	V	61-226-3220-000-000-0000	Boyne & Delta Hotel, Qdoba, Ci	795.12	
					V	61-226-3220-000-000-0000	Credit - Boyne Hotel - state t	(23.36)	
				20386 C	V	61-227-5110-000-000-0000	MOEC cert - J. Myszak	40.00	
				20418 C	V	61-241-3220-000-000-0000	MDE confr reg & Cork Town Pizz	577.94	
				20446 C	V	61-241-3220-000-000-0000	Boyne Lodging, Everett's Aug c	865.87	
				20418 C	V	61-241-5990-000-000-0000	Quality Dairy	105.04	
				20386 C	V	61-241-5993-000-000-0000	Tim Horton, Jimmy Johns & Bjs	170.53	
				20418 C	V	61-241-5993-000-000-0000	ChouPli Catered - lunch	627.63	
				20446 C	V	61-241-5993-000-000-0000	Dollar Tree & Bjs Warehouse -	199.98	
				20418 C	V	61-271-5710-000-000-0000	Shell - Suburban fuel	71.43	
				20358 C	V	62-199-0000-000-000-0000	Personal use error - Walmart	57.82	
				20457 C	H	91-296-7920-000-000-4327	Fiesta Charra - team meeting m	193.91	48,114.79
991460	10/09/25	46259	HEALTHEQUITY INC		G	12-451-0041-000-000-0000	EMPLOYEE HSA CONTRIBUTION	5,068.94	5,068.94
991461	10/09/25	28660	MPSERS		G	12-451-1000-000-000-0000	EE/Member Defined Benefit	26,339.56	
					G	12-451-1001-000-000-0000	ER Defined Bene Contrib H299	150,641.91	
					G	12-451-1010-000-000-0000	H553-561 TDP	50.00	177,031.47
991462	10/09/25	28663	MPSERS DC		G	12-451-1005-000-000-0000	H538 EE Defined Contribution	19,398.08	
					G	12-451-1006-000-000-0000	H539 ER Defined Contribution	9,348.99	
					G	12-451-1007-000-000-0000	H543 EE Personal Hlth Fund	5,355.10	
					G	12-451-1008-000-000-0000	H544 ER Personal Hlth Fund	5,355.10	39,457.27
991463	10/09/25	96133	UNITED STATES TREASURY		G	12-451-0002-000-000-0000	FEDERAL WITHHOLDING	47,891.02	
					G	12-451-0003-000-000-0000	FICA WITHHOLDING - SOC SEC	37,146.32	
					G	12-451-0003-000-000-0000	FICA WITHHOLDING - MED	8,687.37	
					G	12-451-0003-000-000-0000	FICA WITHHOLDING - MED	8,687.37	
					G	12-451-0003-000-000-0000	FICA WITHHOLDING - SOC SEC	37,146.32	139,558.40
991464	10/09/25	46259	HEALTHEQUITY INC		G	12-451-0021-000-000-0000	FSA DEPENDENT DEDUCT	288.36	
					G	12-451-0021-000-000-0000	FSA DEPENDENT DEDUCT	645.00	
					G	12-451-0021-000-000-0000	FSA DEPENDENT DEDUCT	750.00	
					G	12-451-0021-000-000-0000	FSA DEPENDENT DEDUCT	320.61	

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
					G	12-451-0026-000-000-0000	FSA MEDICAL DEDUCTION	1,303.84	
					G	12-451-0026-000-000-0000	FSA MEDICAL DEDUCTION	1,663.17	4,970.98
991465	10/20/25	46259	HEALTHEQUITY INC		G	12-451-0021-000-000-0000	FSA DEPENDENT DEDUCT	215.00	
					G	12-451-0026-000-000-0000	FSA MEDICAL DEDUCTION	251.40	466.40
991466	10/20/25	14239	WEST MICHIGAN HEALTH		G	12-451-0013-000-000-0000	Nov - WMHIP PREMIUMS-EMPLOYER	164,398.87	
					G	12-451-2001-000-000-0000	Nov - WMHIP COPAYS	42,300.23	206,699.10
991467	10/24/25	46259	HEALTHEQUITY INC		G	12-451-0041-000-000-0000	EMPLOYEE HSA CONTRIBUTION	5,068.94	5,068.94
991468	10/24/25	28660	MPSERS		G	12-451-1000-000-000-0000	EE/Member Defined Benefit	26,955.67	
					G	12-451-1001-000-000-0000	ER Defined Bene Contrib H299	152,172.91	
					G	12-451-1010-000-000-0000	H553-561 TDP	50.00	179,178.58
991469	10/24/25	28663	MPSERS DC		G	12-451-1005-000-000-0000	H538 EE Defined Contribution	19,561.30	
					G	12-451-1006-000-000-0000	H539 ER Defined Contribution	9,289.24	
					G	12-451-1007-000-000-0000	H543 EE Personal Hlth Fund	5,417.90	
					G	12-451-1008-000-000-0000	H544 ER Personal Hlth Fund	5,417.90	39,686.34
991470	10/24/25	96133	UNITED STATES TREASURY		G	12-451-0002-000-000-0000	FEDERAL WITHHOLDING	45,891.47	
					G	12-451-0003-000-000-0000	FICA WITHHOLDING - SOC SEC	36,908.28	
					G	12-451-0003-000-000-0000	FICA WITHHOLDING - SOC SEC	36,908.28	
					G	12-451-0003-000-000-0000	FICA WITHHOLDING - MED	8,631.77	
					G	12-451-0003-000-000-0000	FICA WITHHOLDING - MED	8,631.77	136,971.57
991471	10/24/25	46259	HEALTHEQUITY INC		G	12-451-0021-000-000-0000	FSA DEPENDENT DEDUCT	192.31	
					G	12-451-0021-000-000-0000	FSA DEPENDENT DEDUCT	3,000.03	
					G	12-451-0026-000-000-0000	FSA MEDICAL DEDUCTION	191.69	3,384.03
991472	10/27/25	90436	PNC BANK - BUSINESS CARD	20618 C	G	11-118-5110-500-000-3430	Walmart - Bounty/Dawn/Klx/Spon	18.82	
				20618 C	G	11-118-5110-530-000-3430	Walmart - Bounty/Dawn/Klx/Spon	60.50	
				20618 C	G	11-118-5110-530-343-3430	Walmart - Thermometer/Batterie	51.38	
				20618 C	G	11-118-5110-560-000-3430	Meijer/Walmart - Gloves/Wipes/	228.91	
				20586 C	G	11-118-5110-560-343-3430	Menards/Discovery Source - Con	693.40	
				20618 C	G	11-118-5110-560-343-3430	Walmart - Thermometer/Batterie	76.36	
				20618 C	G	11-118-5110-565-000-3430	Meijer - Napkins/Muffins/Chees	45.38	
				20586 C	G	11-118-5110-565-000-3430	Meijer - Toys & Storage	35.97	
				20618 C	G	11-118-5610-560-000-3430	Meijer - Napkins/Muffins/Chees	18.60	
				20586 C	G	11-118-5610-560-000-3430	Meijer/BJs - Veggie straws/yog	66.14	
				20615 C	G	11-125-5990-000-000-6351	Walmart - Backpacks	14.00	
				20568 C	G	11-131-3450-000-000-3310	Zoom - Subscription	879.45	
				20568 C	G	11-132-3450-000-000-3310	Zoom - Subscription	879.45	
				20692 C	G	11-221-3120-000-000-0000	4Imprint - CALN stickers	370.71	
				20615 C	G	11-221-3220-000-000-0000	MASA - MCFN Virtual Meeting-Re	435.00	
				20580 C	G	11-221-3220-000-000-0000	MTSS - 11/12-13 Conference Reg	250.00	

Eaton RESA

Check Register

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
				20681	C	G 11-221-3220-000-000-0000	Mi Virtual - Comp Based Ed Wor	20.00	
				20680	C	G 11-221-3220-000-000-2251	Crows Nest - 09/26 Conference	24.14	
				20615	C	G 11-221-3220-000-000-2251	Oct 31 Supporting Children Vir	60.00	
				20551	C	G 11-221-3220-000-000-9013	Holiday Inn - Sept confr lodgi	554.12	
				20553	C	G 11-221-3220-000-933-9303	GTR - Substance Abuse Conf - f	291.15	
				20618	C	G 11-221-3220-500-000-3430	Meijer - Napkins/Muffins/Chees	2.48	
				20618	C	G 11-221-3220-530-000-3430	Meijer - Napkins/Muffins/Chees	9.91	
				20618	C	G 11-221-3220-560-000-3430	Meijer - Napkins/Muffins/Chees	12.40	
				20618	C	G 11-221-3220-565-000-3430	Meijer - Napkins/Muffins/Chees	7.41	
				20618	C	G 11-221-3221-000-000-3430	Meijer - Napkins/Muffins/Chees	32.19	
				20552	C	G 11-221-5910-000-000-9013	RA Dinkel - MMH materials	67.00	
				20590	C	G 11-221-5990-000-000-0000	Vistaprint - Mug Stickers	89.53	
				20645	C	G 11-221-5990-000-000-2910	Stabucks/Highdive Kitchen - Co	20.49	
				20615	C	G 11-221-5990-000-000-3290	Walmart - 3P Supplies	4.76	
				20568	C	G 11-221-5990-000-000-6951	Amazon - eGift cards	50.00	
				20551	C	G 11-221-5990-000-000-7674	Basecamp	30.00	
				20552	C	G 11-221-5990-000-000-7674	4Imprint, Walmart, Jimmy Johns	932.53	
				20590	C	G 11-221-5990-000-000-9600	Creative Safety Supply - White	5,383.00	
				20615	C	G 11-221-5990-000-000-9600	Edison/NBF/LEGO Edu/PBLWorks -	32,463.20	
				20550	C	G 11-221-5990-000-923-9303	Eaton Co Sherriff - Fingerprin	57.00	
				20553	C	G 11-221-5990-000-933-9303	Mentimeter - License Renewal	120.00	
				20580	C	G 11-221-5993-000-000-0000	Horrocks - Pizza for IGNITE Mt	57.00	
				20615	C	G 11-221-5993-000-000-0000	Walmart/Jets - Donuts-IS Mtg/P	270.32	
				20579	C	G 11-221-7410-000-000-0000	Padlet - Annual Subscription	99.99	
				20580	C	G 11-221-7410-000-000-0000	NSELA & LISTEMELA - Renewal	60.00	
				20590	C	G 11-226-3220-000-000-0000	MDE Fall Conference - Reg	275.00	
				20618	C	G 11-226-3220-000-000-3430	Red Cross - First Aid/CPR	80.00	
				20568	C	G 11-226-3450-000-000-3310	Zoom - Subscription	993.49	
				20552	C	G 11-226-5990-000-000-5225	Vista Print - items for GLHC	918.57	
				20679	C	G 11-232-3220-000-000-0000	GTR - Lodging for MASA Conf Se	506.20	
				20679	C	G 11-232-3450-000-000-0000	Zoom/ChatGPT - Subscription	110.00	
				20679	C	G 11-232-5993-000-000-0000	Walmart - Pop/Crackers/Granola	93.02	
				20692	C	G 11-232-5993-000-000-0000	Amy's Catering & Little Caeser	459.36	
				20556	C	G 11-249-5990-000-000-0000	GFS - Trail Mix/Granola Bars/K	81.92	
				20639	C	G 11-252-7412-000-000-0000	Authorize.net - Monthly Fee	31.20	
				20568	C	G 11-261-3410-000-000-0000	Verizon - Texas Plan	326.04	
				20707	C	G 11-261-4130-000-000-0000	Performance Plus - truck wash	16.00	
				20707	C	G 11-261-4190-530-000-3430	Menards - GSRP shelving	129.30	

Eaton RESA

Check Register

Type of Checks: All

Date Range: 10/01/2025 to 10/31/2025

CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
				20618	C	G 11-261-4190-530-000-3430	Red Cross - First Aid/CPR	80.00	
				20618	C	G 11-261-4190-560-000-3430	Red Cross - First Aid/CPR	200.00	
				20618	C	G 11-261-4190-565-000-3430	Red Cross - First Aid/CPR	80.00	
				20707	C	G 11-261-5990-000-000-0000	Byrums & Family Farm & Home -	49.58	
				20707	C	G 11-261-5992-002-000-0000	Zoro - Union St tools & suppli	1,285.71	
				20618	C	G 11-261-7910-000-000-3430	Red Cross - First Aid/CPR	80.00	
				20556	C	G 11-271-3310-000-000-3310	Speedway - Fuel Cards	300.00	
				20557	C	G 11-271-3310-000-000-3310	Speedway - Fuel Cards	100.00	
				20663	C	G 11-282-3430-000-000-3310	USPS - Grand Adv Mail postage	17.60	
				20663	C	G 11-282-3510-000-000-3310	Meta - Facebook Ads	39.60	
				20586	C	G 11-282-3510-000-000-3430	FB - Advertising	105.97	
				20586	C	G 11-282-3511-000-000-3430	FB - Advertising	105.96	
				20557	C	G 11-283-3220-000-000-3310	Hilton Garden - Alt+Shift Conf	166.95	
				20571	C	G 11-283-3220-000-000-6351	Eventbrite - Spec Pop Conf tic	330.00	
				20692	C	G 11-283-5990-000-000-0000	GLG-table tent signs & Mahoney	153.82	
				20586	C	G 11-283-7410-000-000-3430	Eaton Co Sheriff - Fingerprint	57.00	
				20618	C	G 11-283-7410-000-000-3430	Eaton Co/Identogo - Fingerprin	122.50	
				20617	C	G 11-311-3510-000-999-3433	Facebook - Ad	89.67	
				20617	C	G 11-331-5993-000-000-2781	Walmart & Dollar Tree	76.34	
				20618	C	G 11-331-5997-000-000-2781	Discovery Source - Home Start	3,742.20	
				20617	C	G 11-331-7910-000-000-2781	Meijer	226.53	
				20615	C	G 11-361-5990-000-000-6351	Walmart - Clothing	186.22	
				20615	C	G 11-361-5991-000-000-6351	Walmart - Laundry supplies	17.94	
				20617	C	G 11-391-5990-000-999-3433	Meijer	55.98	
				20617	C	G 11-391-5993-000-999-3433	Walmart & Side Street Deli	710.88	
				20615	C	G 12-199-0000-000-000-0000	CAST Publishing - UDL Now 3rd	1,056.97	
				20552	C	G 12-199-0000-000-000-0000	Walmart - Fraud Charge	40.77	
				20637	C	X 21-122-5111-002-120-0000	Meijer - OJ/Berries/Creamer/Ke	73.47	
				20676	C	X 21-122-5111-002-120-0000	Meijer - Milk/Eggs/Flour - Cla	63.07	
				20672	C	X 21-122-5111-002-120-0000	Walmart/Meijer - Pepp/Cheese/S	180.74	
				20673	C	X 21-122-5111-002-120-0000	Meijer - Milk/Bread/Meat/Soup	24.40	
				20636	C	X 21-122-5990-001-130-0000	Walmart - Leggings	20.43	
				20637	C	X 21-122-5990-002-120-0000	Meijer - Sugar/Butter/Baking s	11.68	
				20707	C	X 21-122-5995-001-000-0000	Zoro	69.71	
				20596	C	X 21-215-5910-000-032-0000	Expanding Expression 3 packs	288.00	
				20596	C	X 21-215-5990-000-032-0000	Speech Tree	48.10	
				20588	C	X 21-215-5990-000-080-0000	Bjorem - Speech Evaluation	104.99	
				20569	C	X 21-218-3450-000-000-0000	Proloquo - Licenses	776.36	

Check Register

Type of Checks: All

Date Range: 10/01/2025 to 10/31/2025

CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
				20561	C	X 21-218-5990-000-065-0000	Good-Lite - Face Test & Attach	170.62	
				20573	C	X 21-218-5990-000-067-0000	Byrum Hardware - Mounts	12.38	
				20561	C	X 21-218-6420-000-000-0000	Mobile Demand - Mount Accessor	50.00	
				20589	C	X 21-221-3120-000-000-0000	GVSU-Ed Based Evals Meeting -	200.00	
				20561	C	X 21-221-3220-000-000-9150	GVSU - EC Independence - Conf	100.00	
				20596	C	X 21-221-3220-000-021-0000	MASP confr - Oct reg & lodging	1,517.48	
				20596	C	X 21-221-3220-000-032-0000	Talking AAC confr - Nov regist	4,950.00	
				20573	C	X 21-221-3220-000-035-0000	1/29-1/31 ATIA Conf - Flight &	915.99	
				20596	C	X 21-221-3220-000-041-0000	MASSW confr - Nov registration	2,375.00	
				20555	C	X 21-221-3220-000-041-0000	MASSW Conf Reg - 5 People	2,375.00	
				20561	C	X 21-221-3220-000-067-0000	Talking AAC & FAPE Conf - Regs	560.00	
				20588	C	X 21-221-3220-000-080-0000	MDE & CCRESA Conf - Reg	290.00	
				20618	C	X 21-221-3220-000-273-0000	Whova - MiDEC Conf - Reg/Lodgi	215.00	
				20589	C	X 21-226-7410-000-080-0000	CEC - Membership Renewals	249.00	
				20646	C	X 21-226-7910-000-082-0000	MDE - Educator Lic B.Lorente	45.00	
				20647	C	X 21-226-7910-000-082-0000	MDE - Educator License	45.00	
				20636	C	X 21-241-5993-001-000-0000	Walmart/Meijer - Food for PD	70.25	
				20588	C	X 21-261-3430-000-000-0000	USPS - Postage	3.28	
				20707	C	X 21-261-5990-000-000-0000	Zoro - file cabinet	203.99	
				20566	C	X 21-283-3220-000-000-0000	EPFP Conference - Flight	436.97	
				20588	C	X 21-391-5990-000-080-0000	Impression 5 - Admission	25.00	
				20636	C	F 51-297-7410-000-000-0000	ANFP - Food services - Dues	165.00	
				20578	C	V 61-127-5110-000-000-9507	Gals - G&G holter	211.49	
				20576	C	V 61-127-5110-000-000-9528	AERO - Student Online Prepware	1,752.48	
				20691	C	V 61-127-5110-000-000-9528	Aero Performance- online prepw	303.01	
						V 61-127-5210-000-999-9507	BNC - Police Admin Rental cred	(90.00)	
				20578	C	V 61-127-5210-000-999-9512	BNC - construction text books	151.00	
				20576	C	V 61-212-3220-000-000-0000	Boyne Falls - MCPA Conf - Lodg	389.12	
				20576	C	V 61-212-5910-000-000-0000	Walmart - Spring Water & Donut	30.05	
				20577	C	V 61-226-3220-000-000-0000	EDGE MDE Conference - Reg	300.00	
				20691	C	V 61-241-5990-000-000-0000	Walmart retirement party suppl	32.25	
				20576	C	V 61-241-5993-000-000-0000	Tony M's - TST Sandwiches	129.29	
				20636	C	H 91-296-7920-000-000-4312	Walmart - Tea/Gatorade/Pop - M	71.79	
				20553	C	H 91-296-7920-000-000-4315	Walmart/Allianz/Delta/Brew-MHA	781.84	
				20549	C	H 91-296-7920-000-000-4315	The Porch Box - Narcan Boxes	698.00	79,737.21
991473	10/30/25	46259	HEALTH EQUITY INC			G 12-451-0021-000-000-0000	FSA DEPENDENT DEDUCT	430.00	
						G 12-451-0026-000-000-0000	FSA MEDICAL DEDUCTION	369.81	799.81
991474	10/30/25	15244	CITY OF EAST LANSING			G 12-451-0045-000-000-0000	EAST LANSING CITY TAX - 10/03/	157.00	

Eaton RESA

Check Register

Type of Checks: All

Date Range: 10/01/2025 to 10/31/2025

CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
					G	12-451-0045-000-000-0000	EAST LANSING CITY TAX - 10/17/	161.10	
					G	12-451-0045-000-000-0000	EAST LANSING CITY TAX - 10/31/	161.11	479.21
991475	10/30/25	46259	HEALTHEQUITY INC		G	12-451-0041-000-000-0000	EMPLOYEE HSA CONTRIBUTION	5,568.94	5,568.94
991476	10/30/25	44843	LANSING CITY TREASURER		G	12-451-0036-000-000-0000	LANSING CITY TAX - 10/03/2025	394.40	
					G	12-451-0036-000-000-0000	LANSING CITY TAX - 10/17/2025	380.49	
					G	12-451-0036-000-000-0000	LANSING CITY TAX - 10/31/2025	394.27	1,169.16
991477	10/30/25	46409	STATE OF MICHIGAN - TREASURER		G	12-451-0004-000-000-0000	STATE WITHHOLDING - 10/03/2025	22,045.83	
					G	12-451-0004-000-000-0000	STATE WITHHOLDING - 10/17/2025	21,845.79	
					G	12-451-0004-000-000-0000	STATE WITHHOLDING - 10/31/2025	22,101.45	65,993.07
991478	10/30/25	96133	UNITED STATES TREASURY		G	12-451-0002-000-000-0000	FEDERAL WITHHOLDING	46,460.03	
					G	12-451-0003-000-000-0000	FICA WITHHOLDING - SOC SEC	37,285.29	
					G	12-451-0003-000-000-0000	FICA WITHHOLDING - SOC SEC	37,285.29	
					G	12-451-0003-000-000-0000	FICA WITHHOLDING - MED	8,719.96	
					G	12-451-0003-000-000-0000	FICA WITHHOLDING - MED	8,719.96	138,470.53

Sub Total: \$2,195,960.92

ACH CHECKS

A14570	10/01/25	13858	ACCUSHRED, LLC	20072 P	G	11-261-3840-000-000-0000	September Services - Packard	114.95	114.95
A14571	10/01/25	13573	ADAMS OUTDOOR ADVERTISING	20494 C	G	11-282-3510-000-000-3310	Billboards - 09/22-10/19 HUB34	3,000.00	3,000.00
A14572	10/01/25	14848	AMAZON CAPITAL SERVICES, INC	20465 C	G	11-118-5110-530-000-3430	Laminating pouches - CH Kim	21.74	
				20463 C	G	11-118-5110-530-000-3430	Wall shelf (3) - GSRP	100.26	
				20422 C	G	11-118-5110-560-343-3430	Paint Smocks - GSRP DM	23.96	
				20421 C	G	11-118-5110-560-343-3430	Bike Helmets - Delta Mills	119.88	
				20450 C	G	11-118-5110-560-343-3430	Paper Shredder - Delta Mills	128.99	
				20467 C	G	11-118-5110-565-000-3430	Games/Drawing boards/Travel to	86.04	
				20350 P	G	11-221-5990-000-000-3290	Shepherds Hooks/Birdfeeders/Bi	444.78	
				20350 P	G	11-221-5990-000-000-3290	Watering cans/Office chair/See	94.80	
				20350 P	G	11-221-5990-000-000-3290	Pencils/Garden gloves/Planters	432.49	
				20350 P	G	11-221-5990-000-000-3290	Plant food/instant camera/pape	440.01	
				20350 P	G	11-221-5990-000-000-3290	Clay/Fabric squares/Glue gun/P	450.33	
				20350 P	G	11-221-5990-000-000-3290	Paint cups	39.08	
				20350 P	G	11-221-5990-000-000-3290	Mini Easel Pad	34.37	
				20350 P	G	11-221-5990-000-000-3290	Glue gun/dowels/brads/axles	405.45	
				20350 P	G	11-221-5990-000-000-3290	Cardboard Sheets	21.88	
				20350 P	G	11-221-5990-000-000-3290	Bookmarks/Wood slices/glue/Sti	465.25	
				20350 C	G	11-221-5990-000-000-3290	Label maker/exam gloves/soap d	439.39	
				20495 C	G	11-226-5910-000-000-3310	Handheld steamer/Light covers	81.00	
				20432 P	G	11-226-5990-000-000-5229	HP 14 Laptop	171.99	
				20432 C	G	11-226-5990-000-000-5229	Planner/Wipes/Wall Stickers/Ta	778.76	

Check Register

Eaton RESA

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Date Range: 10/01/2025 to 10/31/2025

CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
				20416	C	G 11-226-5990-000-000-5229	ELHC Supplies - 2nd half of or	1,302.17	
				20469	C	G 11-226-5990-000-000-5229	Laminate sheets/iPad case/gumb	435.16	
						G 11-252-5910-000-000-0000	Epson Scanner - D.O.	241.13	
				20443	P	G 11-361-5990-000-000-6351	MV - Socks/Boxers/Leggings/Shi	269.23	
				20427	C	G 11-361-5990-000-000-6351	McKinney Vento - School Clothe	365.45	
				20440	C	G 11-361-5990-000-000-6351	MCKINNEY VENTO - ER	407.56	
				20481	C	X 21-225-6420-000-000-9144	3D Printer supplies	103.50	
				20475	C	X 21-226-5990-000-000-0000	iPad case and keyboard	40.98	
				20419	C	X 21-226-5990-000-080-0000	Folding wagon - 3	295.50	8,241.13
A14573	10/01/25	14542	AMY'S CATERING LLC	20476	C	X 21-221-5993-000-000-0000	Event Meal - 09/19/2025	398.75	398.75
A14574	10/01/25	02360	BARRY EATON DIST HEALTH DEPT	20330	P	G 11-221-3190-000-923-9303	ECSAAG - September	1,527.91	1,527.91
A14575	10/01/25	14659	BLANCHARD, JADA MARIE			X 21-215-3210-000-035-0000	August - September Mileage	39.97	39.97
A14576	10/01/25	94390	BOSWORTH URGENT CARE	20237	P	X 21-213-3150-000-000-9310	69 RX - 08/30	258.75	258.75
A14577	10/01/25	16079	CLINICAL CONSULTING	20482	C	X 21-216-3130-000-041-0000	SSW Services - 09/15-09/19	8,465.50	8,465.50
A14578	10/01/25	13084	DEAN, HARRIETT			G 11-211-3210-000-000-9073	August - September Mileage	227.50	227.50
A14579	10/01/25	04242	EATRAN	20172	P	X 21-271-3310-001-000-0000	100 Yellow/Gold-50 Blue - Toke	1,800.00	1,800.00
A14580	10/01/25	14106	ELITE AUDITING AND CONSULTING,	19867	P	G 11-285-3190-000-000-0000	Oct Services	4,166.67	4,166.67
A14581	10/01/25	14138	FADER, BRYANNA YVONNE			X 21-212-3210-000-080-0000	August Mileage	184.80	184.80
A14582	10/01/25	15540	FELSING, SARAH			G 11-221-3220-000-000-0000	9/11 - 9/12/2025 Growing Learn	152.04	152.04
A14583	10/01/25	44597	GATZ, STACY			X 21-214-3210-000-021-0000	August - September Mileage	96.74	96.74
A14584	10/01/25	14408	GREAT LAKES GRAPHICS, INC.	20492	C	X 21-226-5990-000-080-0000	2000 Carbonless HV Sheets	240.00	240.00
A14585	10/01/25	14743	HUBBERT, LAURIE ANN			X 21-221-3220-000-065-0000	9/19/25 Perkins in MI Conf - R	179.96	179.96
A14586	10/01/25	13476	JASKOWSKI, LISA			X 21-212-3210-000-080-0000	September Mileage	107.31	107.31
A14587	10/01/25	16018	KNIGHT, ABBY			X 21-213-3210-000-011-0000	Sept Mileage	30.17	30.17
A14588	10/01/25	15474	LEBEDINTSEV, VLADISLAV			V 61-226-3210-000-000-0000	May - September Mileage	275.80	275.80
A14589	10/01/25	16028	MARIETTI, JAY			G 11-283-3220-000-000-3310	09/19 Alt+Shift Conf - Mileage	82.32	82.32
A14590	10/01/25	15587	MIDA, SARAH			G 11-219-8220-000-000-6351	Vital Records - J.Matthew	48.00	48.00
A14591	10/01/25	15608	MILLER, LAURA			X 21-215-3210-000-032-0000	September Mileage	16.17	
						X 21-215-5910-000-032-0000	Laminating pouches	19.19	35.36
A14592	10/01/25	14069	MONROE, TINA M			G 11-252-3210-000-000-0000	August - September Mileage	60.48	60.48
A14593	10/01/25	15672	NETZEL, STEVEN			G 11-221-3210-000-000-2910	August - September Mileage	249.20	
						G 11-221-3220-000-000-2910	Sept 07 & 16 Confr Mileage	361.20	610.40
A14594	10/01/25	94398	PEARSON	20460	C	X 21-214-5990-000-021-0000	CTONI-2 Record Forms	81.00	81.00
A14595	10/01/25	45836	PURITY CYLINDER GASES INC	20514	C	V 61-127-3110-000-000-9519	Welding gloves and jackets	818.94	
				20510	C	V 61-127-5110-000-000-9519	Women's welding gloves and jac	254.98	
				20509	C	V 61-127-5110-000-000-9519	Welding jackets	443.92	
				20511	C	V 61-127-5110-000-000-9519	Women's welding jacket	95.00	1,612.84
A14596	10/01/25	39160	STAPLES INC			G 11-252-5910-000-000-0000	Fine Point Markers/Highlighter	18.88	

Eaton RESA

Check Register

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Date Range: 10/01/2025 to 10/31/2025

CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
					G	11-252-5910-000-000-0000	Bankers boxes	74.62	93.50
A14597	10/01/25	15496	SIX, KRISTIN		X	21-122-3210-002-120-0000	September Mileage	15.82	15.82
A14598	10/01/25	14916	SOHN LINEN SERVICE, INC		G	11-261-5992-000-000-0000	Door Mat Rental	181.69	181.69
A14599	10/01/25	13038	SOMMERLOT, EVELYN		X	21-213-3210-000-014-0000	August - September Mileage	57.54	
					X	21-215-5910-000-032-0000	Little Panda Book/Play doh	29.21	86.75
A14600	10/01/25	15997	SPORT SURFACE SPECIALTIES LLC		B	41-452-6310-000-000-1100	Grass planting and fixing ruts	1,000.00	
					C	41-452-6310-000-000-2200	Grass planting and fixing ruts	1,000.00	2,000.00
A14601	10/01/25	16019	STUMP, BROOKE		X	21-213-3210-000-014-0000	Sept Mileage	220.29	220.29
A14602	10/01/25	13043	TALARICO, MARY		X	21-212-3210-000-080-0000	July Mileage	159.60	159.60
A14603	10/01/25	45860	THRUN, MAATSCH, AND	20462 C	X	21-226-3170-000-000-0000	Services through 8/21/2025	871.00	871.00
A14604	10/01/25	14111	VANHOESEN, JOHN K		G	11-283-3220-000-000-0000	05/07 GL Homeland Conf - Milea	62.02	62.02
A14605	10/02/25	44684	EPARS (403B)		G	12-451-0015-000-000-0000	TSA 403B	7,953.68	
					G	12-451-0015-000-000-0000	TSA 403B BOE PD	2,724.61	
					G	12-451-0015-000-000-0000	TSA 403B ROTH	1,124.00	
					G	12-451-0015-000-000-0000	457	550.00	12,352.29
A14606	10/02/25	15602	LAUTZ E FLIPS, LLC	19866 P	X	21-261-4210-000-000-0000	October Rent	300.00	300.00
A14607	10/08/25	15450	7C LINGO LLC	20523 C	X	21-212-3190-000-080-0000	Interpretation - 9/25	200.00	200.00
A14608	10/08/25	13889	A.D.N. ADMINISTRATORS - CLAIMS		G	12-451-0009-000-000-0000	September Replenish	18,703.63	18,703.63
A14609	10/08/25	13573	ADAMS OUTDOOR ADVERTISING	20558 C	G	11-282-3510-000-000-3310	Billboards - 07/28-08/24 - #73	3,000.00	
				20559 C	G	11-282-3510-000-000-3310	Billboards - 08/25-09-21 -#739	3,000.00	6,000.00
A14610	10/08/25	14848	AMAZON CAPITAL SERVICES, INC	20535 C	G	11-118-5110-500-000-3430	Glue Sticks	8.29	
				20464 P	G	11-118-5110-530-000-3430	Winco serving bowls	25.25	
				20464 C	G	11-118-5110-530-000-3430	Measuring cups & mini tongs	45.93	
				20468 C	G	11-118-5110-530-343-3430	Books/Timers/Magic erasers/Pen	263.66	
				20474 C	G	11-118-5110-560-343-3430	Timers/Dry erase boards/mini t	103.79	
				20513 C	G	11-118-5110-560-343-3430	Blank Cards/Handwriting book/B	119.89	
				20531 C	G	11-118-5110-560-343-3430	Playdoh stampers/fidgets/Wall	180.03	
				20464 C	G	11-118-5110-565-000-3430	Measuring cups & mini tongs	45.92	
				20464 P	G	11-118-5110-565-000-3430	Winco serving bowls	25.25	
				20486 C	G	11-125-5991-000-000-6351	Headphones	16.99	
				20451 C	G	11-221-5990-000-000-7863	Baby wipes/Totes/Diaper bags/d	721.25	
				20485 C	G	11-226-5990-000-000-5225	Storage bench/Door shade	170.21	
					G	11-226-5990-000-000-5229	Anxiety relief necklace	9.69	
					G	11-261-5990-000-000-0000	Walkie Talkies	66.99	
				20445 C	G	11-331-5990-000-000-2781	Great Start 32p Books	1,000.26	
				20505 C	G	11-361-5990-000-000-6351	5pk shirts/3pk hoodies/joggers	215.70	
				20504 P	G	11-361-5990-000-000-6351	Clothing & outerwear	177.40	
				20433 C	G	11-361-5990-000-000-6351	Clothing & outerwear	420.17	

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Check Register

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
				20388 P	G	11-361-5990-000-000-6351	Boys jeans	35.98	
				20388 C	G	11-361-5990-000-000-6351	Clothing, outerwear & headphon	387.02	
				20486 P	G	11-361-5990-000-000-6351	Short sleeve t-shirt	13.13	
				20486 C	G	11-361-5990-000-000-6351	Clothing & outwear wear	296.29	
				20504 P	G	11-361-5991-000-000-6351	Hygiene & personal care produc	80.89	
				20504 P	G	11-361-5992-000-000-6351	Bedding	63.93	
				20541 C	X	21-213-5990-000-011-0000	Hole Punch/Dot Markers	21.76	
				20508 C	X	21-213-5990-000-011-0000	iPad case/Fat Brain Sq	53.64	
				20455 C	X	21-213-5990-000-013-0000	Badge Reels - 3pack	5.69	
				20524 C	X	21-213-5990-011-080-0000	Oball/Chew toys/Teething stick	70.94	
				20324 P	X	21-215-5910-000-032-0000	Dino Dentist/Pop the Pig/card	142.09	
				20479 C	X	21-215-5910-000-032-0000	Fidget/HW Track/Sentence Kit/B	193.12	
				20534 C	X	21-218-5990-000-000-0000	Microphone/Translation Pen/Fid	324.64	
				20540 C	X	21-226-5990-000-000-0000	Spoons/Forks/Plates/Napkins/Ta	142.43	
				20491 C	X	21-226-5990-000-080-0000	Binder clips/folders/staples/e	46.32	
				20500 C	X	21-241-5910-001-000-0000	Accordion files/hanging files	106.87	
					V	61-127-5110-000-000-0000	Trash bags/batteries/paper/air	496.82	6,098.23
A14611	10/08/25	15736	AMERICAN OFFICE SOLUTIONS -	19874 P	G	11-252-4220-000-000-0000	Oct eGold Fax Services	150.00	150.00
A14612	10/08/25	16083	BEERS, LAUREN		X	21-213-3210-000-013-0000	August - September Mileage	92.75	92.75
A14613	10/08/25	01194	BESCO WATER TREATMENT, INC	20029 P	G	11-261-4220-000-000-0000	Water Cooler Rent - Oct	76.00	
				20029 P	G	11-261-5990-000-000-0000	Water Delivery - 9/26	161.78	237.78
A14614	10/08/25	15969	BLACK MALE EDUCATORS		G	11-445-8510-000-000-3990	Installment Billing - Youth Le	175,000.00	175,000.00
A14615	10/08/25	15390	BROWN, JESSICA		X	21-218-3210-000-064-0000	September Mileage	332.57	332.57
A14616	10/08/25	07360	CHARLOTTE PUBLIC SCHOOL	20529 C	F	51-297-8220-000-000-0000	August - Delivery/Case of tray	27.10	
				20529 C	F	51-297-8220-000-000-8500	August - MV Breakfast	745.87	
				20529 C	F	51-297-8220-000-000-8510	August - MV Lunch	1,132.73	1,905.70
A14617	10/08/25	13224	CHEESEMAN, KAREN		X	21-213-3210-000-014-0000	September Mileage	196.14	196.14
A14618	10/08/25	46233	CLEAR RATE COMMUNICATIONS,	20040 P	G	11-261-3410-000-000-0000	Oct Services	358.75	358.75
A14619	10/08/25	16079	CLINICAL CONSULTING	20519 C	X	21-216-3130-000-041-0000	SSW Services - 9/22-9/26	9,268.50	9,268.50
A14620	10/08/25	13827	CLUTE, ANGELA		G	11-226-3210-000-000-3430	July - September Mileage	105.42	105.42
A14621	10/08/25	15671	CUSACK, RANDY		X	21-226-3210-000-082-0000	September Mileage	96.18	
					X	21-226-3210-000-082-0000	September Mileage (2)	179.76	275.94
A14622	10/08/25	13859	D & D MAINTENANCE SUPPLY, INC	19865 P	G	11-261-4110-000-000-0000	September Services	8,197.00	
					G	11-261-5990-000-000-0000	Tissue/Roll Towel/Cleaner /HD	940.03	9,137.03
A14623	10/08/25	14914	DAHLGREN, MELISSA		G	11-221-3220-000-000-2251	Aug 11-13 CASH Conf - Mileage	71.88	71.88
A14624	10/08/25	90023	DEAN TRANSPORTATION, INC.		X	21-122-3111-001-140-0000	August Parapro - Eaton RESA	1,509.14	
				20546 C	X	21-271-3310-001-000-0000	July - Meadowview to Aquatic C	416.33	
				20239 P	X	21-271-3310-030-000-0000	Aug Fall Bus & Driver - CPS	24,121.74	

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
				20239 P	X	21-271-3310-030-000-0000	Aug Fall Attendant - CPS	2,323.80	
				20239 P	X	21-271-3310-050-000-0000	Aug Fall Attendant - ERPS	2,918.61	
				20239 P	X	21-271-3310-050-000-0000	Aug Fall Bus & Driver - ERPS	16,022.33	
				20239 P	X	21-271-3310-060-000-0000	Aug Fall Bus & Driver - GLPS	29,493.67	
				20239 P	X	21-271-3310-060-000-0000	Aug Fall Attendant - GLPS	2,932.97	
				20239 P	X	21-271-3310-065-000-0000	Aug Fall Attendant - MVPS	1,809.43	
				20239 P	X	21-271-3310-065-000-0000	Aug Fall Bus & Driver - MVPS	8,820.54	
				20239 P	X	21-271-3310-090-000-0000	Aug Fall Bus & Driver - PPS	7,801.89	
				20239 P	X	21-271-3310-090-000-0000	Aug Fall Attendant - PPS	576.19	98,746.64
A14625	10/08/25	15501	DETERS, ERICA		X	21-218-3210-000-065-0000	September Mileage	544.74	544.74
A14626	10/08/25	16121	DOCHUB LLC	20537 C	G	11-261-3450-000-000-0000	Site License 9/18/25-10/18/25	200.00	200.00
A14627	10/08/25	14020	DUDA, TRACEY L		G	11-118-3210-000-000-3430	Aug Mileage	88.90	88.90
A14628	10/08/25	14138	FADER, BRYANNA YVONNE		X	21-212-3210-000-080-0000	September Mileage	290.22	290.22
A14629	10/08/25	15456	FARMER, MAKENZI		X	21-215-3210-000-035-0000	September Mileage	287.35	287.35
A14630	10/08/25	15540	FELSING, SARAH		G	11-221-3210-000-000-0000	August-September Mileage	126.14	126.14
A14631	10/08/25	15598	FORNEY, LINDSEY		X	21-218-3210-000-065-0000	September Mileage	33.60	
					X	21-221-3220-000-065-0000	Sept 19 Perkins conf - Reg/Mil	162.56	196.16
A14632	10/08/25	16074	GAFFNER, ALISON		X	21-218-3210-000-067-0000	September Mileage	181.86	181.86
A14633	10/08/25	16075	GAGE, VICTORIA		X	21-214-3210-000-021-0000	August - September Mileage	34.37	34.37
A14634	10/08/25	15689	GET 'EM AND GO PLUS MORE LLC	20564 C	X	21-271-3310-000-000-9140	10/2/2025 - Late Cancellation	100.00	100.00
A14635	10/08/25	15655	GILMORE, HANNAH		X	21-213-3210-000-014-0000	August - September Mileage	46.62	46.62
A14636	10/08/25	14857	GORDON FOOD SERVICE INC.	20286 P	G	11-118-5610-565-000-3430	GSRP SNACKS - MVPS	487.44	
				20286 P	F	51-297-5610-000-000-8530	CACFP SNACK COSTS	1,624.81	2,112.25
A14637	10/08/25	14650	HAMMELL, TRACI LYNN		X	21-122-3210-000-273-0000	September Mileage	177.59	177.59
A14638	10/08/25	14714	HEFTY, MICAH ELIZABETH LURIE	20522 C	G	11-221-3190-000-923-9303	DYTUR Activities	80.00	
				20522 C	G	11-331-3190-000-000-9435	Class Prep and Planning	640.00	720.00
A14639	10/08/25	13589	HOLMES, CHRISTINA		G	11-221-3210-000-000-7674	August Mileage	56.98	
					G	11-221-3220-000-000-7673	July 16, 2025 Tobacco Free Con	5.04	62.02
A14640	10/08/25	16024	HOORT, JILL		G	11-221-3210-000-000-0000	September Mileage	176.19	176.19
A14641	10/08/25	14743	HUBBERT, LAURIE ANN		X	21-218-3210-000-065-0000	September Mileage	417.48	417.48
A14642	10/08/25	13225	HUNTINGTON, KARI		X	21-213-3210-000-013-0000	Aug & Sept Mileage	150.99	150.99
A14643	10/08/25	15462	JOHNSON, KATIE		G	11-221-3220-000-000-2251	Sept 12-13/2025 Health Conf -	16.00	16.00
A14644	10/08/25	16084	LAYHER, MICHAEL		X	21-213-3210-000-011-0000	September Mileage	47.95	47.95
A14645	10/08/25	15331	LEALE, NATHAN J		G	11-226-3220-000-000-0000	Sept 17-19 MASA Conf - Mileage	851.10	851.10
A14646	10/08/25	14847	LEONARD, KIMBERLY LOUISE		G	11-118-5610-560-000-3430	Meijer/BJs-Fresh fruit for GSR	27.26	27.26
A14647	10/08/25	15688	LUMBERT, TAMMY		X	21-122-3210-001-120-0000	September Mileage	7.56	7.56
A14648	10/08/25	16028	MARIETTI, JAY		G	11-226-3210-000-000-3310	August - September Mileage	65.10	65.10
A14649	10/08/25	15323	MCCLINTOCK, ALYSON		G	11-221-3220-000-000-7674	Aug 13,2025 CASH Conf - Mileag	36.40	36.40

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
A14650	10/08/25	15662	MIDWEST AIR LLC	20547 C	V	61-127-3110-000-000-9528	August Hours	6,000.00	6,000.00
A14651	10/08/25	13218	MORSE, HEATHER		X	21-213-3210-000-013-0000	Aug Mileage	48.09	48.09
A14652	10/08/25	13646	MYERS PLUMBING & HEATING INC.		G	11-261-4110-000-000-0000	Packard - Changed damper setpo	300.00	300.00
A14653	10/08/25	15703	PROMER, MARLENE		X	21-212-3210-000-080-0000	September Mileage	250.39	250.39
A14654	10/08/25	39160	STAPLES INC		G	11-252-5910-000-000-0000	5.25" File Packet	28.04	28.04
A14655	10/08/25	40545	ROSE PEST SOLUTIONS	20167 P	G	11-261-4110-000-000-0000	9/24//25 - Services	88.00	88.00
A14656	10/08/25	14609	RYAN, ANDREA JOYCE		G	11-216-3210-000-000-3310	Aug-Sept Mileage	127.96	127.96
A14657	10/08/25	15937	SHARP, TORI		X	21-213-3210-000-011-0000	September Mileage	28.14	28.14
A14658	10/08/25	13037	SHARPE, KIM		X	21-213-3210-000-011-0000	September Mileage	77.56	
					X	21-221-3220-000-011-0000	OT Conference - Registration	129.00	206.56
A14659	10/08/25	13018	SIMON, BRITTANY		X	21-212-3210-000-080-0000	September Mileage	225.54	225.54
A14660	10/08/25	14309	SONITROL GREAT LAKES		G	11-261-4110-000-000-0000	Union Street - Fire Plan Permi	295.00	295.00
A14661	10/08/25	00019	SUPER DUPER INC	20480 C	X	21-215-5910-000-032-0000	SLDT:E Nu Forms	60.95	60.95
A14662	10/08/25	13216	SURATO, JENNIFER		X	21-214-3210-000-021-0000	September Mileage	25.69	25.69
A14663	10/08/25	15636	TAYLOR, LYNN		F	51-297-3220-000-000-0000	September Mileage	31.64	31.64
A14664	10/08/25	14683	VANDEVEN, RACHEL		X	21-213-3210-000-011-0000	Aug - Sept Mileage	162.47	162.47
A14665	10/08/25	15968	VIANE, JAEDYN		V	61-212-3210-000-000-0000	Aug - Oct Mileage	15.47	15.47
A14666	10/08/25	16113	WING, JENNIFER		X	21-122-3210-001-110-0000	September Mileage	15.40	15.40
A14667	10/08/25	46314	ZAYO NETWORK SERVICES, LLC	19868 P	G	11-284-3490-000-000-0000	October Services	8,798.00	8,798.00
A14668	10/15/25	13858	ACCUSHRED, LLC	20072 P	G	11-261-3840-000-000-0000	October Services - Packard	114.95	114.95
A14669	10/15/25	13573	ADAMS OUTDOOR ADVERTISING	20610 C	G	11-282-3510-000-000-0000	Bulletin - 9/25-10/5 - #082402	2,800.00	
				20611 C	G	11-282-3510-000-000-0000	Bulletin - 10/6-11/2 - #082402	2,800.00	5,600.00
A14670	10/15/25	12719	ALGRIM, HEATHER		G	11-226-3210-000-000-3310	Aug - Sept Mileage	131.60	131.60
A14671	10/15/25	14848	AMAZON CAPITAL SERVICES, INC	20567 C	G	11-118-5110-560-343-3430	Markers/Clothespins/Pencil Gri	62.84	
				20598 C	G	11-221-5990-000-000-7674	Acrylic Sign holder	56.99	
					G	11-252-5910-000-000-0000	Wireless Mouse	9.99	
				20353 C	G	11-311-5990-000-999-3433	Sharpie Permanent Markers	72.73	
				20606 C	G	11-361-5990-000-000-6352	Jeans - 8 pair	118.01	
				20483 C	X	21-122-5990-001-130-0000	Laminate/Rubber Bands	42.02	
				20483 C	X	21-122-5990-001-193-0000	Chew Necklace/Sequin/Mirror/Ch	232.83	
				20483 C	X	21-122-5990-002-120-0000	Hammock Chairs	122.39	
				20533 C	X	21-213-5990-000-011-0000	Games/Sensory pad/magna tiles/	185.31	
				20520 P	X	21-213-5990-000-011-0000	Weighted Vest	37.99	
				20520 C	X	21-213-5990-000-011-0000	Putty/Busy Board/Lite Brite/Po	223.41	
				20542 C	X	21-213-5990-000-011-0000	Markers/Card Stock/Eye dropper	47.10	
				20483 C	X	21-215-5910-000-032-0000	ASL Flashcards	42.32	
				20496 P	X	21-215-5910-000-032-0000	Building Blocks	14.41	
				20496 C	X	21-215-5910-000-032-0000	Games/keyboard/laminate/folder	289.77	

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
				20562	C	X 21-226-5990-000-000-0000	Earbuds/Backpack	40.98	
				20483	C	X 21-241-7910-001-000-0000	Plates/Label maker tape/	49.38	
				20517	C	V 61-212-5910-000-000-0000	Office chair mat - 2	82.05	
				20548	C	H 91-296-7920-000-000-4315	Pretzels/Granola bars	53.95	1,784.47
A14672	10/15/25	12895	ANDERSON, STACI			X 21-219-3210-000-000-0000	Aug - Sept Mileage	207.97	207.97
A14673	10/15/25	15588	BAKER, AMBER			X 21-283-3220-000-000-0000	Oct 8-10 MI EPLP-RLF Conf - Mi	128.80	128.80
A14674	10/15/25	14345	BANK OF NEW YORK MELLON			D 31-511-7220-000-000-0000	EATONRESA 18 - DEBT RTRMNT INT	43,312.50	43,312.50
A14675	10/15/25	15613	CAPITAL REGION AIRPORT	20279	P	V 61-261-4210-000-000-0000	September Rent & Utilities	3,565.82	3,565.82
A14676	10/15/25	15236	CHAMBERS, CHELSEA MARIE			G 11-221-3210-000-000-0000	September Mileage	156.24	
						G 11-221-3210-000-000-0000	August Mileage	192.99	
						G 11-221-5993-000-000-0000	Target/FedEx/SOM-UDL Snacks/Ba	158.72	507.95
A14677	10/15/25	13224	CHEESEMAN, KAREN			X 21-213-5990-000-013-0000	Target - Exercise Mat	35.14	35.14
A14678	10/15/25	13740	CLARK HILL PLC	20613	C	X 21-226-3170-000-000-0000	Services through 8/31/25	1,147.50	1,147.50
A14679	10/15/25	16079	CLINICAL CONSULTING	20584	C	X 21-216-3130-000-041-0000	SSW Services - 9/29-10/3	9,262.50	9,262.50
A14680	10/15/25	13859	D & D MAINTENANCE SUPPLY, INC			G 11-261-5990-000-000-0000	Southridge - Tork Univ 2Ply -	90.48	90.48
A14681	10/15/25	94460	HASSEL FREE FUELS			G 11-261-5710-000-000-0000	S/C PACK TRUCK GASOLINE	41.25	41.25
A14682	10/15/25	14208	DOORNKAAT, PAMELA DIANE			X 21-212-3210-000-080-0000	July - Sept Mileage	494.48	494.48
A14683	10/15/25	15710	DRZEWICKI, LARSON			X 21-213-3210-000-014-0000	Aug & Sept Mileage	41.02	41.02
A14684	10/15/25	44684	EPARS (403B)			G 12-451-0015-000-000-0000	TSA 403B	7,653.68	
						G 12-451-0015-000-000-0000	TSA 403B BOE PD	2,724.61	
						G 12-451-0015-000-000-0000	TSA 403B ROTH	1,124.00	
						G 12-451-0015-000-000-0000	457	550.00	12,052.29
A14685	10/15/25	15788	HOMER COMMUNITY SCHOOL	20616	C	G 11-283-3221-000-000-6351	Special Pop Conf - Reimburseme	630.00	630.00
A14686	10/15/25	14558	KAPLAN EARLY LEARNING	20453	C	G 11-221-3450-000-000-3438	C4L Curriculum Kit	8,985.00	8,985.00
A14687	10/15/25	00420	LANSING COMMUNITY COLLEGE	20583	C	V 61-127-3730-000-999-9503	Fall 2025 - Digital Media	16,480.72	
				20583	C	V 61-127-3730-000-999-9504	Fall 2025 - Mechatronics	2,361.00	
				20583	C	V 61-127-3730-000-999-9507	Fall 2025 - Law Enforcement	9,613.64	
				20583	C	V 61-127-3730-000-999-9511	Fall 2025 - CJ	20,615.21	
				20583	C	V 61-127-3730-000-999-9512	Fall 2025 - Construction	14,640.94	
				20583	C	V 61-127-3730-000-999-9515	Fall 2025 - Auto Tech	27,185.32	
				20583	C	V 61-127-3730-000-999-9518	Fall 2025 - CADD	15,501.49	
				20583	C	V 61-127-3730-000-999-9519	Fall 2025 - Welding	19,450.63	
				20583	C	V 61-127-3730-000-999-9523	Fall 2025 - Sports Med	15,102.06	
				20583	C	V 61-127-3730-000-999-9525	Fall 2025 - CRTEC	31,938.48	172,889.49
A14688	10/15/25	46477	LANSING SCHOOL DISTRICT	20334	P	G 11-221-8220-000-000-6973	M. Rebec - Sept	6,193.36	6,193.36
A14689	10/15/25	14792	MASON PUBLIC SCHOOLS	20607	C	G 11-221-3190-000-000-6951	YMHFA Reimb - MW	150.00	150.00
A14690	10/15/25	15393	MILLS, ANITA			V 61-212-3210-000-000-0000	Aug - Sept Mileage	273.21	273.21
A14691	10/15/25	13218	MORSE, HEATHER			X 21-213-3210-000-013-0000	September Mileage	61.46	61.46

Check Register

Eaton RESA

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Date Range: 10/01/2025 to 10/31/2025

CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
A14692	10/15/25	13646	MYERS PLUMBING & HEATING INC.		G	11-261-4110-000-000-0000	Packard - BMS Troubleshooting	225.00	
					G	11-261-4110-000-000-0000	Packard - Centrifugal Fan/Unit	2,467.14	
					G	11-261-4110-000-000-0000	Packard - Analog Time Dial/rem	3,475.86	6,168.00
A14693	10/15/25	14253	OSBORN, BRIDGET KAY		G	11-221-3210-000-000-3430	Aug - Sept Mileage	207.76	207.76
A14694	10/15/25	15174	OWOSSO PUBLIC SCHOOLS	20600	C	G 11-283-3221-000-000-6352	Homeless Ed & Special Pop Conf	330.00	330.00
A14695	10/15/25	12772	PAUL H. BROOKES PUBLISHING	20587	C	G 11-221-4140-000-000-3430	ASQ Online Screens	50.50	
				20587	C	G 11-221-4141-000-000-3430	ASQ Online Screens	50.50	101.00
A14696	10/15/25	94398	PEARSON	20532	C	X 21-215-5910-000-032-0000	GFTA 3 Record Form	70.20	70.20
A14697	10/15/25	16042	LAW OFFICES OF DENNIS	20614	C	G 11-231-3170-000-000-0000	Adair, et vs State of Mich	88.47	88.47
A14698	10/15/25	13834	R.A. DINKEL & ASSOCIATES, INC.	20501	C	G 11-221-5110-000-000-7674	Poster/Card Set/Food Cards/MyP	373.15	
				20490	C	G 11-221-5110-000-000-7674	Posters - Goals/Shapes&Sizes/W	95.00	
				20497	C	G 11-221-5110-000-000-7674	Posters - Listening/WISE/Refle	63.00	531.15
A14699	10/15/25	46007	RELEVANT ACADEMY OF EATON	20605	C	G 11-283-3221-000-000-6351	Special Pop Conf - Reg - LW	210.00	210.00
A14700	10/15/25	15138	ROUSH, VICKI LYNN		G	11-221-3220-000-000-2251	9/26/25 Conference - Mileage &	134.88	134.88
A14701	10/15/25	15590	SAMSON, KRISTINA		X	21-216-3210-000-041-0000	Aug - Sept Mileage	31.64	31.64
A14702	10/15/25	91627	CELICO PARTNERSHIP		G	11-261-3410-000-000-0000	Sept - *S/C TELEPHONE EXPENSE	1,424.92	
					G	11-261-3490-000-000-0000	Sept - GE Broadband Wireless	72.02	1,496.94
A14703	10/22/25	15450	7C LINGO LLC	20653	C	X 21-212-3190-000-080-0000	Interpretation - 10/8	200.00	200.00
A14704	10/22/25	16066	A.D.N ADMINISTRATORS - ADMIN		G	12-451-0009-000-000-0000	A.D.N. ADMIN-DENTAL PREMIUMS -	1,716.00	1,716.00
A14705	10/22/25	14848	AMAZON CAPITAL SERVICES, INC	20628	C	G 11-125-5990-000-000-6352	Headphones	18.99	
				20472	C	G 11-131-5110-000-000-3310	Flashcards/Puzzles/Dice/Game B	59.21	
				20472	C	G 11-131-5990-000-000-0000	Scissors/Hand sani/Glue/Displa	544.21	
				20472	C	G 11-132-5990-000-000-3310	Flashcards/Puzzles/Dice/Game B	59.20	
				20660	C	G 11-221-5990-000-000-7674	Amazon GC/Mini Envelope	150.00	
				20472	C	G 11-226-5910-000-000-3310	Pencil Sharpener/Clorox Wipes/	249.97	
				20604	C	G 11-311-5990-000-000-3430	Foam Dice set - 2	25.98	
				20628	C	G 11-361-5990-000-000-6352	Outerwear/Clothes	330.86	
				20630	C	G 11-361-5992-000-000-6352	Air Mattress/Comforter Set	69.98	
				20661	C	X 21-213-5990-000-011-0000	Keekaroo chair w/cushions	229.95	
				20644	C	X 21-213-5990-000-011-0000	Chewy necklace/Teether	28.25	
				20643	C	X 21-213-5990-000-011-0000	iPad case	12.86	
				20656	C	X 21-215-5910-000-032-0000	Chewies/Spoons/iPad case	63.41	
				20597	C	X 21-216-5990-000-041-0000	Alexa/Smart Plugs/Bean Bag	100.77	
				20574	P	X 21-216-5990-000-041-0000	Fidgets/Workbook for teens/Fla	186.72	
				20574	C	X 21-216-5990-000-041-0000	Dual tip markers/Rocks for pai	45.88	
				20575	C	X 21-218-5990-000-000-0000	Battery/Laminate sheets/File J	92.53	
				20631	C	H 91-296-7920-000-000-4315	2pocket folders - 50pk - Red/Y	83.34	
				20599	C	H 91-296-7920-000-000-4315	Index cardstock	25.14	2,377.25

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
A14706	10/22/25	01194	BESCO WATER TREATMENT, INC	20029 P	G	11-261-5990-000-000-0000	Water Delivery & Salt	237.42	237.42
A14707	10/22/25	94390	BOSWORTH URGENT CARE	20237 P	X	21-213-3150-000-000-9310	34 RX - 10/10	127.50	127.50
A14708	10/22/25	15845	CLARK, RACHAEL		X	21-212-3210-000-080-0000	September Mileage	262.22	262.22
A14709	10/22/25	15671	CUSACK, RANDY		X	21-261-4190-000-000-0000	Truck Detailing - Student dama	35.00	35.00
A14710	10/22/25	13029	DEVOLDER-HICKS, SHEILA		X	21-212-3210-000-080-0000	August Mileage	133.14	133.14
A14711	10/22/25	04242	EATRAN	20664 C	G	11-271-3310-000-000-3310	Sept 2025 GED Route	4.00	4.00
A14712	10/22/25	15857	FOX, ELIZABETH		X	21-212-3210-000-080-0000	August Mileage	280.70	280.70
A14713	10/22/25	14408	GREAT LAKES GRAPHICS, INC.	20658 C	G	11-221-5990-000-000-7674	Health Fair Passports	89.00	
				20627 C	G	11-232-5990-000-000-0000	Annual report booklet	374.66	463.66
A14714	10/22/25	19060	GRAND LEDGE PUBLIC SCHOOLS	20682 C	G	11-221-8220-000-000-6951	YMHFA Teacher Stipend	300.00	
				20686 C	G	11-221-8220-000-000-7674	LINKS Busing Reimb	253.84	
				20503 C	G	11-283-3221-000-000-6351	Special Pop Conf - Reg - 3 Peo	630.00	1,183.84
A14715	10/22/25	16069	HAMILTON, SAMANTHA		X	21-213-3210-000-014-0000	August - September Mileage	84.56	84.56
A14716	10/22/25	00402	HIRCHERT, STEPHANIE		X	21-212-3210-000-080-0000	September Mileage	254.45	254.45
A14717	10/22/25	15550	JACKSON, TAYLOR		X	21-219-3210-000-075-0000	August - September Mileage	348.04	348.04
A14718	10/22/25	15490	JUIP, JYLIAN		X	21-215-3210-000-032-0000	September Mileage	55.02	55.02
A14719	10/22/25	13402	KAISER, BARBARA		X	21-215-3210-000-032-0000	August - September Mileage	24.71	24.71
A14720	10/22/25	13905	KSS ENTERPRISES		G	11-261-5992-002-000-0000	Union St - Arsenal Cleaner an	680.43	680.43
A14721	10/22/25	15511	MAIDA, ALICIA		X	21-215-3210-000-032-0000	September Mileage	99.12	99.12
A14722	10/22/25	12684	MEA FINANCIAL SERVICES, INC.		G	12-451-2500-000-000-0000	Nov Premiums	178.10	178.10
A14723	10/22/25	15608	MILLER, LAURA		X	21-215-3210-000-032-0000	October Mileage	4.48	4.48
A14724	10/22/25	15859	MOLETTE, SHIANN		X	21-212-3210-000-080-0000	September Mileage	55.16	55.16
A14725	10/22/25	94398	PEARSON	20563 C	X	21-213-5990-000-011-0000	Bot 3 Kit	945.00	
				20585 C	X	21-215-5910-000-032-0000	CELF 5 Record Form	121.25	1,066.25
A14726	10/22/25	14859	PLANSOURCE BENEFITS		G	12-451-0023-000-000-0000	AFLAC - November	2,011.99	2,011.99
A14727	10/22/25	16001	POSITIVE BEHAVIOR SUPPORTS	20622 C	X	21-216-3130-000-041-0000	K. Thomas - 09/19 & 09/24	373.75	
				20621 C	X	21-216-3130-000-041-0000	K.Thomas - 09/17	115.00	
				20620 C	X	21-216-3130-000-041-0000	K.Thomas - 09/22 & 09/29	431.25	
				20623 C	X	21-216-3130-000-041-0000	K.Thomas - 08/27	201.25	
				20655 C	X	21-216-3130-000-041-0000	M.Rivers/K.Thomas/S.Young - Se	4,120.00	5,241.25
A14728	10/22/25	45836	PURITY CYLINDER GASES INC	20635 C	V	61-127-5110-000-000-0000	Cylinder Rental	53.37	
				20648 C	V	61-127-5110-000-000-9519	Hybrid Jacket w/Cowhide	55.49	
				20651 C	V	61-127-5110-000-000-9519	Split Deerskin welding gloves	28.12	
				20649 C	V	61-127-5110-000-000-9519	Shoulder Split welding gloves	29.14	
				20650 C	V	61-127-5110-000-000-9519	Shoulder Split welding gloves	29.14	
				20652 C	V	61-127-5110-000-000-9519	FR Hybrid Jacket/Womens Angelf	911.37	1,106.63
A14729	10/22/25	46007	RELEVANT ACADEMY OF EATON		G	10-518-1902-902-000-0000	October State Aid	(1,711.80)	
					G	12-421-1902-000-000-0000	October State Aid	65,811.03	64,099.23

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Check Register

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
A14730	10/22/25	15272	SIMON, BROOKE M		X	21-215-7410-000-032-0000	ASHA Cert Renewal - Reimb	115.00	115.00
A14731	10/22/25	14916	SOHN LINEN SERVICE, INC		G	11-261-5992-000-000-0000	Door Mat Rental	181.69	181.69
A14732	10/22/25	14309	SONITROL GREAT LAKES		G	11-261-4112-000-000-0000	Union St - Permits	225.00	225.00
A14733	10/22/25	13043	TALARICO, MARY		X	21-212-3210-000-080-0000	September Mileage	301.77	301.77
A14734	10/22/25	45860	THRUN, MAATSCH, AND	20638 C	G	11-231-3170-000-000-0000	Services thru 09/18/2025	1,038.50	
				20638 C	X	21-226-3170-000-000-0000	Services thru 09/18/2025	301.50	1,340.00
A14735	10/22/25	15113	TTF SOLUTIONS, LLC	20666 C	X	21-216-3130-000-041-0000	V.Carmona - 8/31-9/28	12,805.25	12,805.25
A14736	10/22/25	13355	WALDROP, CARLY R		X	21-212-3210-000-080-0000	August - September Mileage	387.24	387.24
A14737	10/22/25	14115	WILLIAMS, SEAN M		G	11-232-3210-000-000-0000	Aug - Sept Mileage	257.60	257.60
A14738	10/27/25	16157	CATERPILLAR CORNER	20714 C	G	11-271-3310-000-000-2890	Bus Driver - 1 staff	972.00	
				20714 C	G	11-351-3190-000-000-2890	Staffing cost - 2 staff	1,944.00	
				20714 C	G	11-351-3191-000-000-2890	Janitorial Services - 1 staff	540.00	
				20714 C	G	11-351-4210-000-000-2890	Facility Use - 9 weeks	1,303.84	4,759.84
A14739	10/29/25	14848	AMAZON CAPITAL SERVICES, INC	20626 C	G	11-118-5110-500-000-3430	Kinetic Sand	31.58	
				20624 C	G	11-118-5110-530-000-3430	Can opener/Tongs	43.73	
				20625 C	G	11-118-5110-530-343-3430	Cabinet Locks	9.99	
				20654 C	G	11-118-5110-565-000-3430	Bubbles/Seat/Paint sticks/Name	124.25	
				20713 C	G	11-131-5110-000-000-3310	Rubbermaid cart	200.44	
				20713 C	G	11-132-5990-000-000-3310	Rubbermaid cart	200.43	
				20708 C	G	11-221-5910-000-000-0000	Cardstock/Staples/Plates/Spoon	70.60	
				20708 C	G	11-221-5990-000-000-0000	Cardstock/Staples/Plates/Spoon	75.07	
				20665 C	G	11-221-5990-000-000-7674	Post it super sticky easel pad	41.69	
				20572 C	G	11-221-5990-000-000-7674	Fidget toys, temp tattoos, wat	115.73	
				20713 C	G	11-227-5112-000-000-3310	Magnetic Digital Timers	9.99	
					G	11-361-5990-000-000-6351	Winter snow boots	43.99	
				20662 C	X	21-122-5990-002-120-0000	Bite Sleeve	18.59	
				20668 C	X	21-213-5990-000-011-0000	Metapencil/iPad Case	36.01	
				20683 C	X	21-215-5910-000-032-0000	Joyreal AAC Devise	33.58	
				20675 C	X	21-215-5910-000-032-0000	Felt Squares/Stickers/Dot Mark	61.68	
				20684 C	X	21-215-5910-000-032-0000	iPad Case	24.69	
				20499 C	X	21-215-5910-000-032-0000	Games/Balloon launcher/Zipper	166.08	
				20640 C	X	21-221-5990-000-000-9150	I see thing differently - Book	8.79	
				20641 C	X	21-221-5990-000-000-9150	Fidgets/Timers/Weighted wrap &	122.52	
				20688 C	X	21-226-5990-000-080-0000	2-Pocket folders with prongs -	16.14	
				20677 C	X	21-226-7910-000-081-0000	Hisense replacement remote	9.49	
					V	61-127-5990-000-000-3200	Interstate batteries	108.29	
					V	61-127-5990-000-000-3200	Senco PC069868 Compressor	314.99	
					V	61-127-5990-000-000-3200	Greatisan DC Gearbox	29.98	

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
					V	61-127-5990-000-000-3200	MECMO NEWA EV Charger welding	18.99	
					V	61-127-5990-000-000-3200	Oil dipstick tube	83.40	
					V	61-127-5990-000-000-3200	Goodyear jumper cables	56.98	
					V	61-127-5990-000-000-3200	Goodyear hybrid air hose	29.49	
					V	61-127-5990-000-000-3200	Battery Tender Plus - battery	45.95	
					V	61-127-5990-000-000-3200	Huazi 3 pack plexiglass sheet	45.99	
					V	61-127-5990-000-000-3200	Tire gauge	58.11	
					V	61-127-5990-000-000-3200	Prinx all season tires	70.99	
					V	61-127-5990-000-000-3200	Custom Shelves	172.60	
					V	61-127-5990-000-000-3200	Tractor front rim lugs	87.55	
					V	61-127-5990-000-000-3200	MGI SpeedWare ignition key swi	18.90	
					V	61-127-5990-000-000-3200	Multi-function Diode	9.99	
					H	91-296-7920-000-000-4315	Credit - Ground coffee	(62.99)	
				20572 C	H	91-296-7920-000-000-4315	Coffee cups	23.97	
				20572 P	H	91-296-7920-000-000-4315	Ground Coffee	62.99	2,641.23
A14740	10/29/25	14542	AMY'S CATERING LLC	20689 C	X	21-221-5993-000-000-0000	Event Meal - 10/14/2025	376.42	376.42
A14741	10/29/25	15613	CAPITAL REGION AIRPORT	20279 P	V	61-261-4210-000-000-0000	October Rent & Utilities	3,565.82	3,565.82
A14742	10/29/25	00065	CDW LLC	20413 C	G	11-284-3450-000-000-0000	Google Chrome EDU License	177.00	177.00
A14743	10/29/25	16079	CLINICAL CONSULTING	20696 C	X	21-216-3130-000-041-0000	SSW Services - 10/6-10/10	7,796.00	7,796.00
A14744	10/29/25	95370	CONVERGENT TECHNOLOGY	20710 C	G	11-284-3190-000-000-0000	2nd QTR - October - December	900.00	900.00
A14745	10/29/25	15671	CUSACK, RANDY		X	21-283-3220-000-000-0000	Oct confr - meals, travel & ba	263.01	263.01
A14746	10/29/25	13859	D & D MAINTENANCE SUPPLY, INC		G	11-261-5990-000-000-0000	Roll towel/tissue/HD Liner/Hus	595.85	595.85
A14747	10/29/25	94460	HASSEL FREE FUELS		G	11-261-5710-000-000-0000	S/C PACK TRUCK GASOLINE	36.18	36.18
A14748	10/29/25	14681	DYKSTRA, KRISTIN		V	61-212-3220-000-000-0000	Oct 19-21 MCPA Conf - Mileage	407.94	407.94
A14749	10/29/25	15689	GET 'EM AND GO PLUS MORE LLC	20705 C	X	21-271-3310-000-000-9140	Oct 7 & 9 Transportation Svs	677.97	
				20706 C	X	21-271-3310-000-000-9140	10/14 & 10/16 Transportation s	670.98	1,348.95
A14750	10/29/25	19060	GRAND LEDGE PUBLIC SCHOOLS	20697 C	V	61-271-8220-000-000-0000	Trans Reimb - 10/3 & 10/8	1,075.78	1,075.78
A14751	10/29/25	22260	INGHAM INTERMEDIATE SCHOOL		G	11-284-8220-000-000-0000	1st Qtr Tech Services	145,023.90	145,023.90
A14752	10/29/25	15065	IRELAND, ALLISON A		X	21-221-3220-000-021-0000	Oct 23-24 MASP Conf - Mileage	302.87	302.87
A14753	10/29/25	15602	LAUTZ E FLIPS, LLC	19866 P	X	21-261-4210-000-000-0000	October - Consumers	77.86	77.86
A14754	10/29/25	15474	LEBEDINTSEV, VLADISLAV		V	61-226-3220-000-000-0000	Oct 17 CEPD Council Mtg - Mile	235.20	235.20
A14755	10/29/25	14847	LEONARD, KIMBERLY LOUISE		G	11-118-5610-530-000-3430	Meijer - fresh fruit for GSRP	13.98	13.98
A14756	10/29/25	13901	MANER COSTERISAN & ELLIS PC		G	11-231-3180-000-000-0000	Audit svs & travel - June 2025	3,209.40	3,209.40
A14757	10/29/25	15836	MARKOVIC, ASHLEY		X	21-241-5993-001-000-0000	Quality Dairy Donuts - Staff M	35.67	
					X	21-241-7910-001-000-0000	Walmart-Envelopes//FedEx-Expre	68.23	103.90
A14758	10/29/25	15583	MCINNIS, MEGAN		X	21-215-3210-000-032-0000	Aug - Oct 3rd Mileage	243.88	243.88
A14759	10/29/25	15877	MOUBRAY, ERICA		X	21-122-3210-001-120-0000	Sept - Oct Mileage	11.34	11.34
A14760	10/29/25	13646	MYERS PLUMBING & HEATING INC.		G	11-261-4110-000-000-0000	Packard - Checked cooling issu	450.00	

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CheckNo	CkDate	Vendor	Name	PO #	AFC	Account	Description	Amount	CheckAmt
					G	11-261-4110-000-000-0000	Packard - Drain cleaning Servi	418.75	868.75
A14761	10/29/25	14608	PALMER, JULIANNE NICOLE		X	21-122-3210-001-120-0000	October Mileage	15.12	15.12
A14762	10/29/25	15247	PEOPLE DRIVEN TECHNOLOGY,	20256 C	G	11-284-6420-000-000-0000	Dell Pro 16 - 5	2,949.75	2,949.75
A14763	10/29/25	45836	PURITY CYLINDER GASES INC	20719 C	V	61-127-5110-000-000-9519	Welding gloves	116.56	
				20718 C	V	61-127-5110-000-000-9519	Welding jackets - 3/Welding gl	1,480.25	
				20717 C	V	61-127-5110-000-000-9519	Welding jacket and gloves	154.69	1,751.50
A14764	10/29/25	14620	RIVERSIDE ASSESSMENTS	20690 C	X	21-214-5990-000-021-0000	WJIV Subtest&Subsription	1,512.50	1,512.50
A14765	10/29/25	15496	SIX, KRISTIN		X	21-122-3210-002-120-0000	October Mileage	15.40	
					X	21-122-3210-002-120-0000	August 14 Mileage (2)	7.70	23.10
A14766	10/29/25	12630	THALISON, KIMBERLY		G	11-221-3210-000-000-6951	Aug & Sept Mileage	35.70	
					G	11-221-3210-000-923-9303	Aug & Sept Mileage	35.70	
					G	11-221-3220-000-923-9303	Sept 8-9 Substance Use Conf -	96.69	
					G	11-221-3220-000-933-9303	Sept 8-9 Substance Use Conf -	96.70	264.79
A14767	10/29/25	14287	THEISEN, MARCEE LYNN		V	61-241-3220-000-000-0000	Aug 3-5 MiCTE Conf - Mileage &	314.73	314.73
A14768	10/29/25	14425	TRUMBLE, CHELSEY JOAN		X	21-221-3220-000-021-0000	Oct 23-24 MASP Fall Conf - Mil	211.40	211.40
A14769	10/29/25	16113	WING, JENNIFER		X	21-122-3210-002-120-0000	October Mileage	23.10	23.10
A14770	10/29/25	07360	CHARLOTTE PUBLIC SCHOOL		G	11-411-8510-000-000-6013	Title I RAG - Final	8,283.31	8,283.31
A14771	10/29/25	44684	EPARS (403B)		G	12-451-0015-000-000-0000	TSA 403 B	7,921.33	
					G	12-451-0015-000-000-0000	TSA 403B BOE PD	2,724.61	
					G	12-451-0015-000-000-0000	TSA 403B ROTH	1,124.00	
					G	12-451-0015-000-000-0000	457	550.00	12,319.94
A14772	10/29/25	14408	GREAT LAKES GRAPHICS, INC.	20603 C	G	11-221-5990-000-000-7863	Stepping Up Together - posters	746.77	746.77
A14773	10/29/25	13369	INSIGHT SCHOOL OF MICHIGAN		G	11-411-8510-000-000-6013	Title I RAG - Final	4,437.64	4,437.64
A14774	10/29/25	14484	MADISON NATIONAL LIFE		G	12-451-0022-000-000-0000	Nov - MADISON NAT'L LIFE INS C	7,475.31	7,475.31
A14775	10/29/25	15690	TRUSTMARK VOLUNTARY BENEFIT		G	12-451-0060-000-000-0000	LTC ER PREMIUM - 10/03/2025	2,398.64	
					G	12-451-0060-000-000-0000	LTC ER PREMIUM - 10/17/2025	2,398.64	
					G	12-451-0061-000-000-0000	LTC EE PREMIUM - 10/03/2025	1,200.71	
					G	12-451-0061-000-000-0000	LTC EE PREMIUM - 10/17/2025	1,200.71	7,198.70
Sub Total:								\$995,511.60	
Register Total:								\$3,191,472.52	

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, the Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. DATE OF BOARD MEETING: November 2025

II. AGENDA ITEM TITLE: GSRP Agreements.

III. TYPE OF AGENDA ITEM: *(Place an X in the box you select)*

	Presentation
x	Consent Agenda <i>(replacement of/transfer to/resignation from existing positions are consent agenda)</i>
	Action/Approval <i>(new positions/FTE increases for existing positions are action items)</i>
	Information

IV. AGENDA ITEM DESCRIPTION:

a) **Purpose and background:** *(Provide 1-3 sentences describing the type of service/good, who will be providing it, as well as the background on the need)*

Eaton Resa partners with Eaton Rapids Public Schools, Potterville Public School, You & Me Academy, Wacousta Cooperative Preschool, the Learning Care Group and CACS Head Start to offer GSRP in our local districts. Memos of Understanding and Agreements have been signed by the representative of each entity as well as Eaton Resa Superintendent Dr Williams to execute these agreements.

b) **Cost:**

c) **Timeframe/term of agreement:** Oct. 2025-Sept. 2026

d) **Supporting materials/attachments, if any: copies of agreements**

V. RECOMMENDATION: *(Place an X in the box you select)*

x	Approve
	Authorize the Superintendent to execute the agreement
	Approve the increase of FTE:
	Award a bid
	Other:

VI. RECOMMENDED BY: Jennifer McCaffrey



Amber Wetherell <awetherell@eatonresa.org>

agenda item request

Jennifer McCaffrey <jmccaffrey@eatonresa.org>
To: Amber Wetherell <awetherell@eatonresa.org>

Tue, Oct 28, 2025 at 12:08 PM

No problem at all. Here is the completed form and a copy of the amount being offered each partner (use the -10% column). I need to print each agreement for you and I can do that tomorrow- I can't print at this school :/ Thanks, Jen

Partner Name	Requested Slots	Allocation Offer	Allocation Amount	-10%	Contract ready	
Eaton Rapids Public Schools	48	48	\$511,200	\$460,080	X	sent
Potterville Public Schools	32	32	\$340,800	\$306,720	X	sent
Learning Care Group Gilden Woods Grand Ledge	18	18	\$191,700	\$172,530	X	sent
Learning Care Group Child Time Grand Ledge	18	18	\$191,700	\$172,530	X	sent
Wacousta Coop Preschool	12	12	\$127,800	\$115,020	X	sent
You & Me Academy	17	17	\$181,050	\$162,945	X	sent
CACS Head Start	36	29 per current request	\$154,425	\$138,983	X	sent

Jennifer McCaffrey
Early Childhood Director-GSRP Principal

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, on Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. DATE OF BOARD MEETING: 11/19/25

II. AGENDA ITEM TITLE: Property Transfer Request

III. TYPE OF AGENDA ITEM: *(Place an X in the box you select)*

Presentation

Consent Agenda *(replacement of/transfer to/resignation from existing positions are consent agenda)*

Action/Approval *(new positions/FTE increases for existing positions are action items)*

Information

IV. AGENDA ITEM DESCRIPTION:

a) **Purpose and background:** *(Provide 1-3 sentences describing the type of service/good, who will be providing it, as well as the background on the need)*

Justin Lamb, property owner of O E Needmore HWY. within the Charlotte Public School District boundaries, is requesting that the Board approve the transfer of his property to Grand Ledge School District, identified as Parcel No. 23-070-006-100-005-02, from Charlotte Public Schools to Grand Ledge Public Schools pursuant to Sections 951–976 of the Michigan Revised School Code (MCL 380.951 et seq.). The property was purchased by Mr. Lamb on February 20, 2025.

Motion: Motion to authorize or deny the property transfer of Parcel No. 23-070-006-100-005-02, from Charlotte Public Schools to Grand Ledge Public Schools pursuant to Sections 951–976 of the Michigan Revised School Code (MCL 380.951 et seq.).

b) **Cost:** _____

c) **Timeframe/term of agreement:** _____ to _____

d) **List Supporting materials/attachments, if any:**

Request Form

V. RECOMMENDATION: *(Place an X in the box you select)*

Approve

Authorize the Superintendent to execute agreement

Approve the increase of FTE: Position _____ FTE Increase _____

Award a bid

Other: _____

VI. RECOMMENDED BY: Sean Williams, Superintendent



Eaton Regional Education Service Agency
1790 E Packard Hwy, Charlotte, MI 48813

Petition for Property Transfer

We, the undersigned legal school elector(s) residing within the school district of

Charlotte School District, 512 E Lovett St Charlotte, MI 48813
(Current School District Name) **(Address of School District)**

do hereby petition the Eaton Regional Education Service Agency Board of Education to consider detachment of the following described property listed below from the Current School District as named above, and attaching said property to

Grand Ledge School District, 12620 Nixon Rd Grand Ledge, MI 48837
(Requested School District Name) **(Address of School District)**

as Provided in Part 11, Sec 951-976, Public Act 451 of 1976 as amended in the Revised School Code of 1976.

COMPLETE LEGAL DESCRIPTION OF PROPERTY:

Parcel #: 070-006100-005-02, 7.46 lot without any structures on it.

1. The **legal owner(s)** of the above property is: Justin Lamb

Address: 3645 W Clark Rd Unit 6, DeWitt MI 48820

Phone number where you can be reached during the day: (517) 643-3342

2. We are requesting the transfer of this property for the following reasons: _____

~~I am looking to build a house on the lot someday soon and I want my kids to stay in Grand Ledge~~ _____

Schools without school of choice. I also have a divorce decree that requires me to have a home in

Grand Ledge schools and would love my home to be built here. The property borders the Grand

Ledge school district. As across the street is Grand Ledge School district.

3. The State Equalized Valuation of this property is \$ 28500 and consists of 7.5 acres. Current Taxable Assessed Value: \$ 28500 (see attached property tax assessment notice)
4. The following children are involved:

Name	Age	School District	Building	Grade
Julian Lamb	17	Grand Ledge High School	GLHS	12th
Peyton Lamb	15	Grand Ledge High School	GLHS	10th
Dylan Lamb	12	Grand Ledge High School	Bengal	7th

5. The children involved now get to school by Bus. The distance to the school currently attended is 10 miles.
6. If our property is transferred, the children will get to school by Grand Ledge. The distance to the school will be 10 miles.
7. The property in question is contiguous to the district to which we request transfer.

Yes No

8. Please indicate as nearly as possible the exact location of the property involved in the request. Use streets or roads, city or township name and section number where it applies. If you have a map of the area, you may attach a copy.

Attached Map

It is 2 houses east of Cochran Rd and south of Needmore Rd. It is in Benton Township.

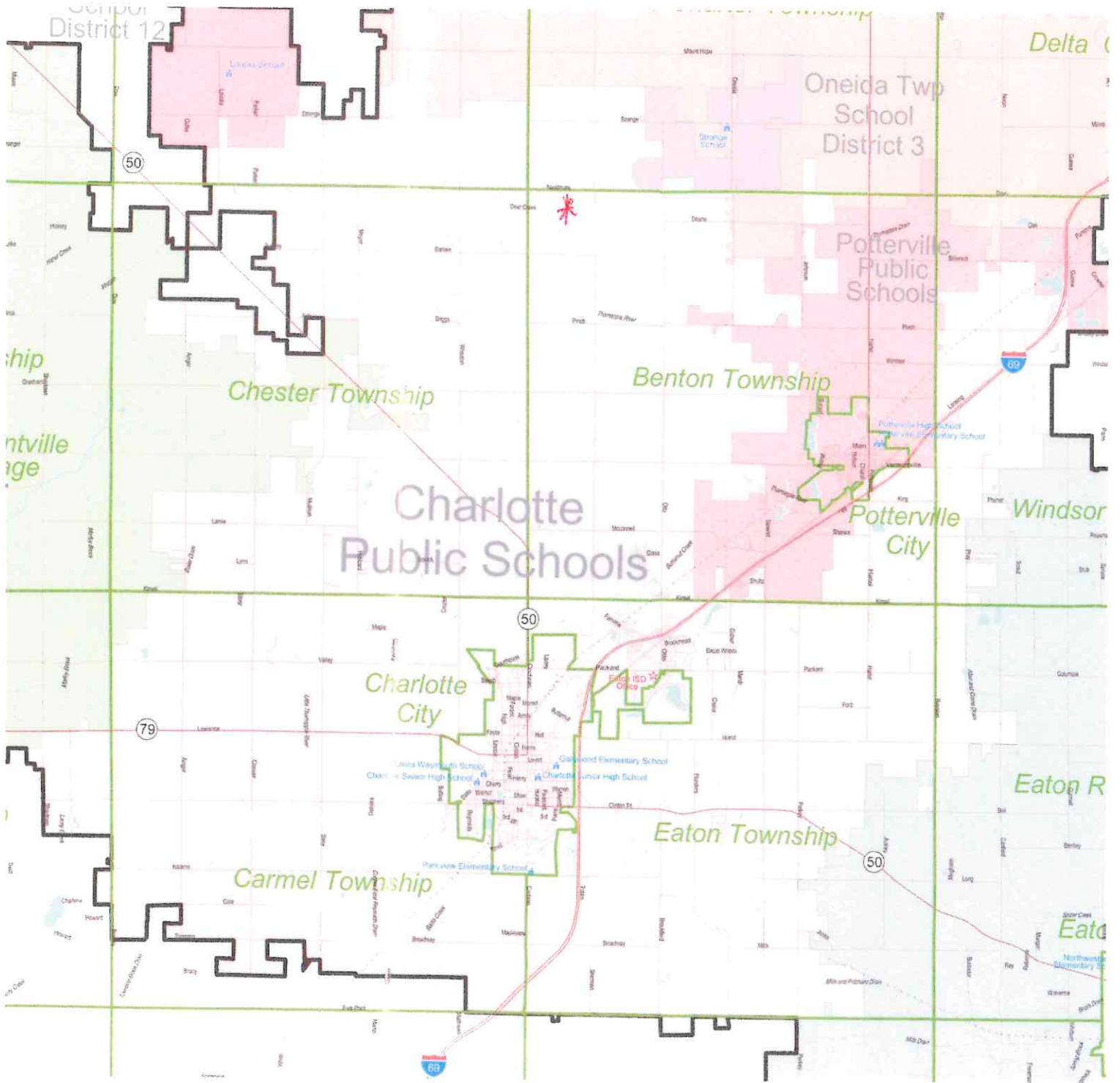
To the best of my knowledge the foregoing statements are true. I also understand that these statements in no way assure a transfer of this property.

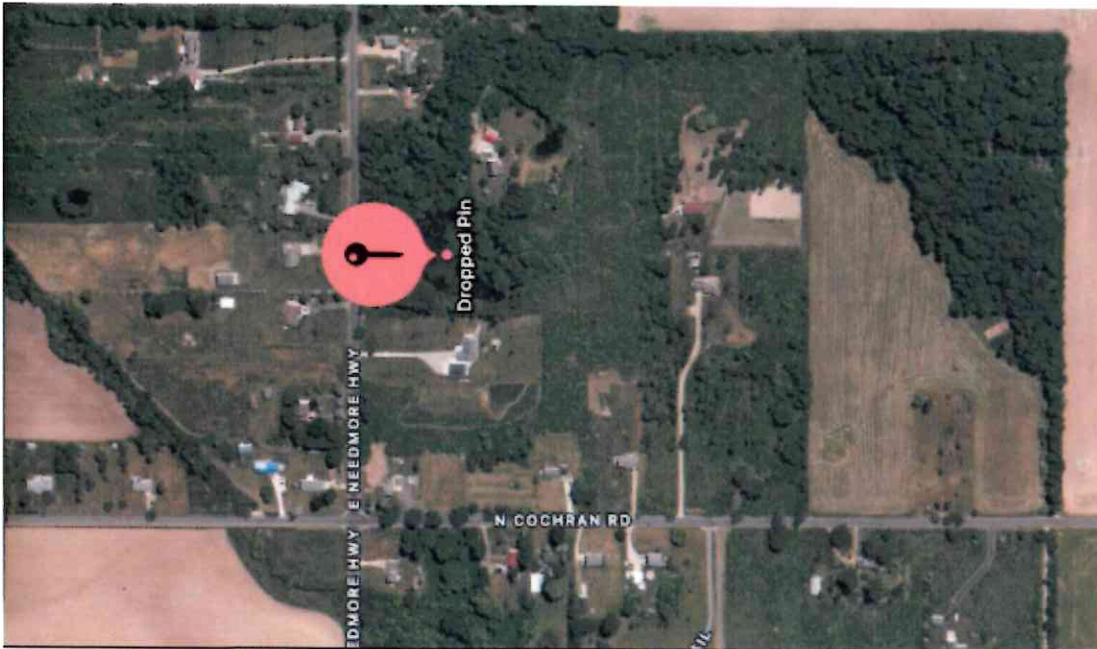
Date: 05/26/2025

Signed: _____

Date: _____

Signed: _____





NOTICE: A public meeting of the Eaton Regional Education Service Agency Board of Education will be held on November 19, 2025 at Eaton RESA, 1790 Packard HWY Charlotte, MI at 6p.m. at which the Board will consider a petition to transfer the property located at O E. Needmore HWY Grand Ledge, Parcel No. 23-070-006-100-005-02, more specifically described as 647.21 FT. E of NW COR. SEC. 6 E 350 FT, S 930 FT, W 350 FT, N 930 FT to BEG. SEC. 6 T3N, R4W, Benton TWP, from Charlotte Public School District to Grand Ledge Public School District pursuant to sections 951 to 976 of the Michigan Revised School Code, MCL 380.951 et seq.

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, the Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. DATE OF BOARD MEETING: 11/19/25

II. AGENDA ITEM TITLE: Authorization Regarding Section 31aa Funding

III. TYPE OF AGENDA ITEM: *(Place an X in the box you select)*

Presentation

Consent Agenda *(replacement of/transfer to/resignation from existing positions are consent agenda)*

Action/Approval *(new positions/FTE increases for existing positions are action items)*

Information

IV. AGENDA ITEM DESCRIPTION:

a) **Purpose and background:** *(Provide 1-3 sentences describing the type of service/good, who will be providing it, as well as the background on the need)*

Section 31aa funding currently requires districts to forfeit attorney–client privilege as a condition of participation. Eaton RESA seeks to protect its legal interests while retaining the option to access these funds if the requirement is removed through legislative or judicial action.

Motion: *I move that the Board approve authorization for the Superintendent to decline Section 31aa funding due to the attorney–client privilege forfeiture clause, and to opt in at a later date if legislative changes or a court injunction eliminate that provision.*

b) **Cost:** _____

c) **Timeframe/term of agreement:** _____ to _____

d) **List Supporting materials/attachments, if any:**

Resolution Document

V. RECOMMENDATION: *(Place an X in the box you select)*

Approve

Authorize the Superintendent to execute agreement

Approve the increase of FTE: Position _____ FTE Increase _____

Award a bid

Other: _____

VI. RECOMMENDED BY: Sean Williams, Superintendent

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, the Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. DATE OF BOARD MEETING: 11/19/25

II. AGENDA ITEM TITLE: Notice of Layoff

III. TYPE OF AGENDA ITEM: *(Place an X in the box you select)*

Presentation

Consent Agenda *(replacement of/transfer to/resignation from existing positions are consent agenda)*

Action/Approval *(new positions/FTE increases for existing positions are action items)*

Information

IV. AGENDA ITEM DESCRIPTION:

a) **Purpose and background:** *(Provide 1-3 sentences describing the type of service/good, who will be providing it, as well as the background on the need)*

Due to the elimination of Section 32p Great Start Collaborative categorical funding in the FY26 State Budget, the Superintendent is requesting Board approval to issue layoff notices for the two contracted staff members impacted by the loss of funds.

Motion: *Motion to authorize the Superintendent to issue layoff notices to contracted staff affected by the elimination of 32p funding from the state FY26 budget.*

b) **Cost:** _____

c) **Timeframe/term of agreement:** _____ to _____

d) **List Supporting materials/attachments, if any:**

Property Transfer Resolution prepared by Thrun Law.

V. RECOMMENDATION: *(Place an X in the box you select)*

Approve

Authorize the Superintendent to execute agreement

Approve the increase of FTE: Position _____ FTE Increase _____

Award a bid

Other: _____

VI. RECOMMENDED BY: Sean Williams, Superintendent

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, the Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. DATE OF BOARD MEETING: 11/19/25

II. AGENDA ITEM TITLE: Bridge Care Service Agreement

III. TYPE OF AGENDA ITEM: *(Place an X in the box you select)*

Presentation

Consent Agenda *(replacement of/transfer to/resignation from existing positions are consent agenda)*

Action/Approval *(new positions/FTE increases for existing positions are action items)*

Information

IV. AGENDA ITEM DESCRIPTION:

a) **Purpose and background:** *(Provide 1-3 sentences describing the type of service/good, who will be providing it, as well as the background on the need)*

Eaton RESA seeks to support student mental health, well-being, and proactive outreach services across local districts. BridgeCare Technologies, Inc. will provide on-demand student support, crisis prevention, wellbeing check-ins, personal growth resources, and data insights for high school students in the Eaton RESA service area during the Spring 2026 semester. Eaton RESA will utilize state C4S grant funds to cover the total cost of \$30,000 for the service period, December 21, 2025 – June 20, 2026.

Motion: *I move that the Board approve the agreement with BridgeCare Technologies, Inc. to provide student mental health and well-being support services for high school students in the Eaton RESA service area during the Spring 2026 semester, at a total cost of \$30,000, to be funded through state C4S grant funds.*

b) **Cost:** _____

c) **Timeframe/term of agreement:** _____ to _____

d) **List Supporting materials/attachments, if any:**

[Bridge Care Service Agreement](#)
[BridgeCare 1-pager](#)

V. RECOMMENDATION: *(Place an X in the box you select)*

Approve

Authorize the Superintendent to execute agreement

Approve the increase of FTE: Position _____ FTE Increase _____

Award a bid

Other: _____

VI. RECOMMENDED BY: Sean Williams, Superintendent

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made and entered into as of October ____, 2025 (the "**Effective Date**"), by and between **BridgeCare Technologies, Inc.**, a corporation duly organized and existing under the laws of Delaware, with its principal place of business at 3535 Forest Rd., Lansing, MI 48910 ("**Provider**"), and Easton RESA, located at 1790 East Packard Highway, Charlotte, MI 48813 ("**Eaton RESA**").

1. Scope of Services

- On-Demand Student Support
- 24/7 Crisis prevention
- Well-Being Self Check-Ins
- Self-paced Content Library
- Interactive Personal Growth Guides and Goal Setting
- Proactive Personal Outreach
- Pre- and Post- Assessments
- Data Insights

The Provider agrees to provide the above **Services** (the "**Services**") to high school students at the following school districts:

- Grand Ledge School District
- Charlotte School District
- Potterville School District
- Maple Valley School District
- Eaton Rapids School District

The **Services** shall commence starting December 21, 2025, and continue until June 20th, 2026 (the "**Service Period**").

2. Pricing and Discount

Eaton RESA will pay a total of \$30,000 for all the high school students from the above five school districts for the spring semester of 2026.

Payments can be made either at the beginning of the semester or in 6 monthly payments of \$5000 payable at the end of each calendar month.

3. Service Extension and Termination

A new agreement for the upcoming year with a rate to be agreed by both parties can be put in place prior to July 31st, 2026. Either party may terminate this Agreement with 30 days' written notice.

4. Responsibilities of the Parties

a) Provider Responsibilities:

- i) Deliver the **Services** in a professional manner.

- ii) Maintain confidentiality and compliance with applicable laws.
 - iii) Provide periodic reports on student engagement and service effectiveness.
 - iv) Include in its Terms and Conditions, student consent forms and/or parental consent forms such provisions that Provider and Eaton RESA may mutually agree, which may include provisions such as limitations on liability on a school or school system for Services performed outside of school hours and away from school premises.
- b) **School District Responsibilities:**
- i) Provide a primary contact within the school system and students' demographic and academic data
 - ii) Ensure access to students, teachers, and counselors for the provision of **Services**.
 - iii) Provide timely payment for the **Services** as outlined in this Agreement.

5. Confidentiality and Compliance

Both parties agree to maintain the confidentiality of student information and comply with all applicable federal and state regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).

6. Indemnification and Risk of Loss

To the extent allowed by laws and the Constitution of the State of Michigan, both **Provider** and **Eaton RESA** shall defend, indemnify and hold each other's owners, trustees, officers and employees harmless from any and all claims, liabilities, losses, damages, and costs. Each party agrees to provide the other party with written notice in the event facts or circumstances arise that indicate a reasonable possibility of litigation with any third party that is relevant to any rights, obligations, responsibilities or duties of any party under this Agreement.

7. Nondiscrimination

Each party shall be separately responsible for compliance with all federal and state laws, including nondiscrimination laws.

8. Independent Contractor

The relationship between the parties to this Agreement extends only and is limited to the rights and obligations under this Agreement and nothing herein shall be construed to constitute any party, the agent or general partner of any other party or in any other manner to limit the parties in carrying on any of its respective businesses or activities other than the activities included within the scope of this agreement. In the performance of their respective duties and obligations under this

Agreement, each party is an independent contractor, and neither is the agent, employee, or servant of the other, and each is responsible only for its own conduct.

9. General Provisions

- a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- b) **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, whether written or oral.
- c) **Amendments:** No amendment or modification shall be valid unless in writing and signed by both parties.
- d) **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- e) **Notice:** Any notice under this Agreement shall be directed to:
 - i) Bridgecare: 3535 Forest Rd., Lansing, MI 48910
 - ii) Eaton RESA: 1790 East Packard Highway, Charlotte, MI 48813

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BridgeCare Technologies, Inc.

By: _____
Name: _____
Title: _____
Date: _____
Eaton RESA

By: _____
Date: _____
Title: _____
Date: _____

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, the Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. DATE OF BOARD MEETING: 11/19/2025

II. AGENDA ITEM TITLE: Increase in FTE for Speech and Language Pathologist

III. TYPE OF AGENDA ITEM: *(Place an X in the box you select)*

Presentation

Consent Agenda *(replacement of/transfer to/resignation from existing positions are consent agenda)*

Action/Approval *(new positions/FTE increases for existing positions are action items)*

Information

IV. AGENDA ITEM DESCRIPTION:

a) **Purpose and background:** *(Provide 1-3 sentences describing the type of service/good, who will be providing it, as well as the background on the need)*

Due to an increase in needs, both Pottersville Public Schools and Maple Valley Schools have requested a 0.2 FTE increase for Speech and Language Pathologist respectively for a total of 0.4 FTE increase of Speech and Language Pathologist Services.

a) **Total Cost:** \$19,651

b) **Timeframe/term of agreement:** 2025-26

c) **Supporting materials/attachments, if any:** Pottersville Public Schools and Maple Valley Schools Related Service Revised Staff Agreements.

V. RECOMMENDATION: *(Place an X in the box you select)*

Approve

Authorize the Superintendent to execute agreement

Approve the increase of FTE: 0.4 SLP

Award a bid

Other: _____

VI. RECOMMENDED BY: Kelly Hager, Assistant Superintendent for Special Education



Eaton RESA

1790 E. Packard Hwy., Charlotte, Michigan 48813
517-543-5500 * Fax - 517-543-6633

REVISED RELATED SERVICES CASELOAD AGREEMENT

Below is the projected Related Services caseload for the 2025-26 school year between Maple Valley Schools and Eaton Regional Education Service Agency. The term of this agreement commences August 18, 2025 and continues through June 13, 2026**, at which time this Agreement shall need to be renewed. (See Attachment A for terms of the Agreement)

ERESA Services Rendered (projected as of April 2025)

Service	Staff FTE Assigned	Projected Cost*
Occupational Therapist	0.60	54,613
Psychologist	1.00	108,738
Physical Therapist	0.30	24,107
Speech	2.00	196,508
School Social Worker	1.00	84,190
Totals	4.90	468,156

*Costs are estimates

On Behalf of the

Eaton Regional Education Service Agency

Date: 10/17/2025

Kelly Hager
Kelly Hager
Assistant Superintendent for Special Education

Date: 10/17/2025

Tina Monroe
Tina Monroe
Executive Director of Finance and Operations

On Behalf of the

School

Date: 10/17/2025

Paula Kruke
Special Education Administrator

Date: 10/17/2025

Dan Sydlowski
Business Official

**School year start and end dates still to be determined

RELATED SERVICES CASELOAD

ATTACHMENT A

1. Billback:

- a. **School Year:** The local district agrees to reimburse Eaton RESA for services for the period of the Agreement using the current tuition billback formula. Related services staff are billed back based on the average cost per 1.0 FTE for a given job category (i.e. SSW, Psych). The average cost is determined by adding all revised budget costs for salaries and benefits plus a 20% indirect cost rate. The indirect cost rate covers such things as subs, professional development, supplies, direct supervision of related services staff, operations and maintenance. Any anticipated state aid revenue that Eaton RESA will receive for employing these staff is deducted. This net amount is divided by the total number of FTE assigned to the category and the resulting total would be the cost per 1.0 FTE. Districts are billed back based upon the amount of FTE assigned to a specific district multiplied by the cost per 1.0 FTE in a given job category. Example: A School Social Worker's net billback cost is \$84,190 per 1.0 FTE. District A requests .80 FTE in services, the billback will be \$67,352 (\$84,190 x .80). District B requests 1.20 FTE in services, the billback will be \$101,028 (\$84,190 x 1.20).
- b. **Extended School Year (ESY):** The local district agrees to reimburse Eaton RESA for services that extend the agreement period, i.e. summer hours. The billback will be based on the assigned Eaton RESA staff's hourly rate times the number of hours worked at the district, including any associated FICA & Retirement (excluding UAAL) on those wages. Any anticipated state aid revenue that Eaton RESA will receive for employing these staff is deducted.

2. Eaton RESA Obligations: Eaton RESA Shall:

- a. Employ qualified personnel to render the services identified and provide appropriate salary and benefits articulated within the Eaton Intermediate Education Association and the Eaton RESA Master Agreement.
- b. Reserve the right to designate which of its employees shall be assigned to perform educational services under this Agreement.
- c. Provide the local school district with periodic tuition billback claims seeking remuneration for the cost of services identified on the Agreement.
- d. Not change or add to the services agreed upon without the approval of an appropriate local school district designee. Service FTE changes/adjustments, less than a .05, based on actual FTE provided to the local district will not result in notification to the local district nor require approval from the local district.

3. Local School District Obligations: The local school district shall:

- a. Reimburse Eaton RESA for services identified during the period of the Agreement.*
- b. Notify Eaton RESA of their needs for special education ancillary and/or related services **and of their intent to contract with Eaton RESA** for the forthcoming school year (2026-27) **by February 28, 2026.**
- c. Provide Eaton RESA personnel with appropriate, designated workspace for the delivery of services within local school district buildings as assigned.
- d. Notify Eaton RESA if the assigned Eaton RESA staff providing contracted service is not meeting the service delivery expectations as identified.

*Reimbursements are part of the Special Ed Funding System and will be deducted from the gross allocation



Eaton RESA

1790 E. Packard Hwy., Charlotte, Michigan 48813
517-543-5500 * Fax - 517-543-6633

REVISED RELATED SERVICES CASELOAD AGREEMENT

Below is the projected Related Services caseload for the 2025-26 school year between Pottersville Public Schools and Eaton Regional Education Service Agency. The term of this agreement commences August 18, 2025 and continues through June 13, 2026**, at which time this Agreement shall need to be renewed. (See Attachment A for terms of the Agreement)

ERESA Services Rendered (projected as of April 2025)

Service	Staff FTE Assigned	Projected Cost*
Occupational Therapist	0.60	54,613
Psychologist	0.80	86,990
Physical Therapist, PTA	0.20	16,072
Speech	1.80	176,857
School Social Worker	1.40	117,866
Totals	4.80	452,398

*Costs are estimates

On Behalf of the

Date: 10/17/2025

Date: 10/17/2025

Eaton Regional Education Service Agency

Kelly Hager
Kelly Hager
Assistant Superintendent for Special Education

Tina Monroe
Tina Monroe
Executive Director of Finance and Operations

On Behalf of the

Date: 10/20/2025

Date: 10/20/2025

School

Amber Baker
Amber Baker
Special Education Administrator

Michelle Falcon
Michelle Falcon
Business Official

**School year start and end dates still to be determined

RELATED SERVICES CASELOAD

ATTACHMENT A

1. Billback:
 - a. **School Year:** The local district agrees to reimburse Eaton RESA for services for the period of the Agreement using the current tuition billback formula. Related services staff are billed back based on the average cost per 1.0 FTE for a given job category (i.e. SSW, Psych). The average cost is determined by adding all revised budget costs for salaries and benefits plus a 20% indirect cost rate. The indirect cost rate covers such things as subs, professional development, supplies, direct supervision of related services staff, operations and maintenance. Any anticipated state aid revenue that Eaton RESA will receive for employing these staff is deducted. This net amount is divided by the total number of FTE assigned to the category and the resulting total would be the cost per 1.0 FTE. Districts are billed back based upon the amount of FTE assigned to a specific district multiplied by the cost per 1.0 FTE in a given job category. Example: A School Social Worker's net billback cost is \$84,190 per 1.0 FTE. District A requests .80 FTE in services, the billback will be \$67,352 (\$84,190 x .80). District B requests 1.20 FTE in services, the billback will be \$101,028 (\$84,190 x 1.20).
 - b. **Extended School Year (ESY):** The local district agrees to reimburse Eaton RESA for services that extend the agreement period, i.e. summer hours. The billback will be based on the assigned Eaton RESA staff's hourly rate times the number of hours worked at the district, including any associated FICA & Retirement (excluding UAAL) on those wages. Any anticipated state aid revenue that Eaton RESA will receive for employing these staff is deducted.
2. Eaton RESA Obligations: Eaton RESA Shall:
 - a. Employ qualified personnel to render the services identified and provide appropriate salary and benefits articulated within the Eaton Intermediate Education Association and the Eaton RESA Master Agreement.
 - b. Reserve the right to designate which of its employees shall be assigned to perform educational services under this Agreement.
 - c. Provide the local school district with periodic tuition billback claims seeking remuneration for the cost of services identified on the Agreement.
 - d. Not change or add to the services agreed upon without the approval of an appropriate local school district designee. Service FTE changes/adjustments, less than a .05, based on actual FTE provided to the local district will not result in notification to the local district nor require approval from the local district.
3. Local School District Obligations: The local school district shall:
 - a. Reimburse Eaton RESA for services identified during the period of the Agreement.*
 - b. Notify Eaton RESA of their needs for special education ancillary and/or related services **and of their intent to contract with Eaton RESA** for the forthcoming school year (2026-27) **by February 28, 2026.**
 - c. Provide Eaton RESA personnel with appropriate, designated workspace for the delivery of services within local school district buildings as assigned.
 - d. Notify Eaton RESA if the assigned Eaton RESA staff providing contracted service is not meeting the service delivery expectations as identified.

*Reimbursements are part of the Special Ed Funding System and will be deducted from the gross allocation

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, the Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. DATE OF BOARD MEETING: 11-19-2025

II. AGENDA ITEM TITLE: Positive Behavior Advocates, LLD contract to provide Board Certified Behavior Analyst (BCBA) for the 2025-26 School Year.

III. TYPE OF AGENDA ITEM: *(Place an X in the box you select)*

	Presentation
	Consent Agenda <i>(replacement of/transfer to/resignation from existing positions are consent agenda)</i>
X	Action/Approval <i>(new positions/FTE increases for existing positions are action items)</i>
	Information

IV. AGENDA ITEM DESCRIPTION:

a) **Purpose and background:** *(Provide 1-3 sentences describing the type of service/good, who will be providing it, as well as the background on the need)*

Contract with Positive Behavior Advocates, LLC to provide .45 FTE services for Meadowview School. The FTE was previously board approved for School Social Work and would be reclassified to .45 FTE of BCBA support. BCBA support has been piloted at Meadowview and found to be successful in assisting our staff in meeting the needs of students with more severe behaviors. There will still be sufficient SSW support to continue to provide services as outlined in the IEPs of Meadowview students.

b) **Cost:** Not to exceed 418 hours for a maximum amount of **\$41,800** for the 2025-2026 school year.

c) **Timeframe/term of agreement:** November 20, 2025 through June 30, 2026.

d) **Supporting materials/attachments, if any:** Contract between Positive Behavior Advocates, LLC and Eaton RESA for School Social Work Services.

V. RECOMMENDATION: *(Place an X in the box you select)*

	Approve
X	Authorize the Superintendent to execute the agreement
	Approve the increase of FTE:
	Award a bid
	Other:

VI. RECOMMENDED BY: Kelly Hager, Assistant Superintendent for Special Education



Contractor Agreement

It is agreed between Eaton Regional Education Service Agency, hereafter 'ERESA', and Positive Behavior Advocates, LLC, hereinafter 'Contractor', that the following services will be provided based upon the expectations and conditions as follows:

Section 1: Description of Services

The work to be performed by Contractor includes all services generally performed by Contractor in Contractor's usual line of business as follows:

Board Certified Behavior Analyst

Contractor is not authorized to act as an agent of ERESA for any purpose not addressed herein, and Contractor shall hold ERESA harmless for any liabilities that may occur in the execution of the work described in this Agreement in accordance with Section 7 of this Agreement.

ERESA will make space available for the Contractor to conduct business related to the services provided under this Agreement. ERESA will make every effort to ensure that the work environment is free of safety hazards and is barrier free.

Section 2: Compensation and Billings:

ERESA shall pay Contractor the total sum of up to \$100.00 per hour not to exceed 418 hours or a maximum of \$41,800 for the work to be performed under this Agreement. All assignments will be billed for a minimum of two hours. Contractor shall work with ERESA to establish a schedule for the delivery of the prescribed services.

At the inception of this Agreement, Contractor must complete a W-9 form and provide a company tax identification number and other pertinent information to establish a current and valid vendor file.

Contractor shall submit invoices for services to ERESA on a monthly basis. Invoices must include the contractor's name, address, service dates and times as well as the location where services were provided. A service log may also be required.

Section 3: Insurance and Taxes:

Contractor is responsible for his/her own professional liability, general liability and worker's compensation insurance. A valid certificate of insurance must be submitted to ERESA prior to the inception of this Agreement and ERESA shall be named as an additional insured party for services performed in conjunction with this Agreement. If Contractor is a sole proprietor, or is not required by law to carry workers compensation insurance, Contractor will complete an 'Independent Contractor Statement' in the form prescribed by ERESA.

Contractor shall be responsible for unemployment and any other local, state and/or federal taxes that pertain to services provided.

Section 4: Agreement Timeline/Duration:

This Agreement shall be in effect on November 20, 2025 and continue through June 30, 2026 or until such time as the services outlined in Section 2 are complete. Any extension of this Agreement must be in writing.

Either party may cancel this Agreement by providing the other party with a thirty (30) day written notice.

Section 5: Relationship of the Parties:

The parties intend that an independent Contractor-Owner relationship will be created by this Agreement. ERESA is interested only in the results to be achieved and the conduct and control of the work will lie solely with the Contractor. Contractor is not an employee of ERESA and, as such, is not entitled to any of the benefits or privileges extended to its employees. It is understood that ERESA does not agree to use Contractor exclusively, nor does the Contractor agree to exclusively provide services to ERESA.

Section 6: Contractor Responsibilities:

To perform the stated services as agreed in a competent, professional and timely manner in accordance to the time period specified in Section 4. Contractor agrees to provide all required materials and personnel needed to perform the services. ERESA reserves the right to approve the personnel and/or representatives of the Contractor. Contractor shall not assign this Agreement without the written consent of ERESA. Contractor shall also provide such documentation as may be required by ERESA or other authorities to verify credentials/licensure and/or satisfy pertinent legal requirements.

Contractor shall submit and/or facilitate completion of required criminal history and unprofessional conduct checks as may be required. No services shall be provided prior to receipt of a signed affidavit from ERESA.

Section 7: Indemnity Covenant

Contractor hereby agrees to indemnify ERESA for all claims, demands, liability and causes of action arising from or related to the services provided by Contractor, including, but not limited to, any act or omission occurring on or about ERESA's premises or the premises where the services are provided, acts of omissions including the Contractor's use of data and/or equipment. Indemnification shall include, but is not limited to, any act of negligence of the Contractor and/or also includes, but is not limited to, claims, demands, liability and causes of action involving injury or damages to any person(s) or entity or the data or property belonging to such person(s) or entity. Contractor's agreement to indemnify ERESA covers all costs, expenses, liabilities and fees, including attorney fees, incurred by ERESA in the event an action, litigation or proceeding is initiated against ERESA due to Contractor's actions or omissions. Contractor shall upon written notice from the ERESA, defend such litigation, action or proceeding. Contractor also agrees to indemnify ERESA for fines and/or penalties assessed by a State or Federal authority for failure to withhold or remit funds related to this Agreement.

Section 8: Modification:

Any amendment or waiver of the terms of this Agreement is not valid unless such amendment or waiver is in writing and executed by both parties to this Agreement.

Section 9: Non-Discrimination:

Contractor stipulates that it does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identify), disability, age, religion, height, weight, marital or family status, military status, genetic information, or any other legally protected category (collectively "Protected Classes"), in its programs and activities, including employment opportunities.

Section 10: Entire Agreement:

With respect to the services contemplated in this Agreement, this Agreement supersedes all previous understandings and agreements, written or oral between ERESA and Contractor.

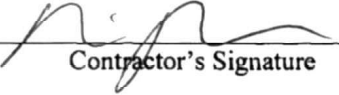
THIS SECTION TO BE COMPLETED BY THE INDEPENDENT CONTRACTOR

Testimonial


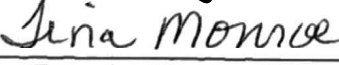
Do you perform similar services for other clients and/or schools outside of ERESA? Yes No

Have any of your employees retired from a Michigan public school? Yes No

If so, who and when? _____

Contractor:	<u>Positive Behavior Advocates, LLC</u>
Federal ID#	<u>33-1907326</u>
Telephone #	<u>212-481-4040</u>
Cell Phone # (required for School Messenger notification)	<u>201-304-7237</u>
Email:	<u>Bscal@pbadvocates.com</u>
Street Address:	<u>1649 61st St. Suite 301</u>
City, State, Zip:	<u>Brooklyn, NY 11204</u>
 Contractor's Signature	<u>11/12/2025</u> Date

THIS SECTION TO BE COMPLETED PRIOR TO APPROVAL BY SUPERINTENDENT

Type of Agreement:	<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuing
Funding Source:	<u>Special Ed</u>
Account #:	<u>21-216-3130-000-041-0000</u>
Duration of Agreement:	<u>11/20/2025 - 6/30/2026</u>
ERESA Contact:	<u>Kelly Hager</u>
 Supervisor's Signature	<u>11/13/2025</u> Date
 Executive Director of Finance & Operations Signature	<u>10/17/2025</u> Date

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Independent Contractor Agreement effective as of the agreed upon date noted in Section 4.

On behalf of Contractor:

Israel Benedek CEO

Printed Name and Title of Authorized Signer

Israel Benedek

Independent Contractor Signature

10/19/2025

Date

On behalf of Eaton Regional Education Service Agency:

Sean Williams, Superintendent

Date

Eaton Regional Education Service Agency does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identify), disability, age, religion, height, weight, marital or family status, military status, genetic information, or any other legally protected category (collectively "Protected Classes"), in its programs and activities, including employment opportunities. In addition, arrangements can be made to ensure that the lack of English language proficiency is not a barrier to admission or participation. Civil Rights Coordinators are located at 1790 E. Packard Hwy, Charlotte, Michigan to handle inquiries regarding the nondiscrimination policies and grievance procedures. Telephone (517) 543-5500.

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, the Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. DATE OF BOARD MEETING: 11/19/2025

II. AGENDA ITEM TITLE: Memorandum of Understanding with Kent ISD

III. TYPE OF AGENDA ITEM: *(Place an X in the box you select)*

Presentation

Consent Agenda *(replacement of/transfer to/resignation from existing positions are consent agenda)*

Action/Approval *(new positions/FTE increases for existing positions are action items)*

Information

IV. AGENDA ITEM DESCRIPTION:

a) **Purpose and background:** *(Provide 1-3 sentences describing the type of service/good, who will be providing it, as well as the background on the need)*

Renewal of a two-year agreement with Kent ISD who provides MiPSE, which enables the use of the PowerSchool Special Education (PSE) software from PowerSchool using the Kent ISD database for Eaton RESA in a consortium with all constituent districts. An additional \$4000 (\$2000 per year) was added to the estimate to cover the pay per use document fees.

a) **Total Cost:** \$110,635.70

b) **Timeframe/term of agreement:** 2025-26 through 2026-27 School Years

c) **Supporting materials/attachments, if any:** Memorandum of Understanding with Kent ISD

V. RECOMMENDATION: *(Place an X in the box you select)*

Approve

Authorize the Superintendent to execute agreement

Approve the increase of FTE:

Award a bid

Other: _____

VI. RECOMMENDED BY: Kelly Hager, Assistant Superintendent for Special Education

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) has been updated for 2025-2026, by **Kent Intermediate School District** (Kent ISD), whose address is 2930 Knapp, NE, Grand Rapids, Michigan, 49525 and **Eaton Regional Education Service Agency (Eaton RESA)**, whose address is 1790 East Packard Highway, Charlotte, MI 48813.

Kent ISD and EATON RESA agree to the terms and conditions set forth in this MOU regarding the use of data and hosting of the PowerSchool Special Education software.

1. General Services and Purpose

- The parties acknowledge that EATON RESA plans to implement and use the PowerSchool Special Education (PSE) software from PowerSchool using the Kent ISD database. Since Kent ISD has the experience of implementing and hosting the system for their other local districts, the parties have agreed to this MOU. Kent ISD and EATON RESA have agreed to the fee structure in Appendix A.

2. Privacy and Student Records

- The parties acknowledge that the PSE software processes and hosts certain “education records” and student “personally identifiable information” or “personal information” (collectively, “Student Records”) as those terms are defined by the Federal Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. 1232g (34 CFR Part 99), and to the extent applicable, the Children’s Online Privacy Protection Act (“**COPPA**”), 15 U.S.C.6501-6506, the Protection of Pupil Rights Amendment (“**PPRA**”) 20 U.S.C. 1232h, and Michigan’s Student Online Personal Information Protection Act, MI Comp. L. §§ 388.1291-3.88.1295 (collectively, “Applicable Privacy Laws”).
- The parties represent and warrant that they shall comply with all Applicable Privacy Laws, rules, and regulations regarding the use, transfer, and or hosting of Student Records in connection with this MOU.
- The Parties agree that Kent ISD is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because Kent ISD: (1) provides a service or function for which EATON RESA would otherwise use employees; (2) is under the direct control of the EATON RESA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.

3. Transferring of Students

- The parties agree that Kent ISD shall not transfer, provide access to, and/or share EATON RESA Student Records with another district or third party without the prior approval of EATON RESA. Approval shall be in written form between a representative designated by EATON RESA and the System Administrator at Kent ISD.
- The parties agree that Kent ISD and EATON RESA will work in partnership to create an automated process where EATON RESA Student Records processed and/or hosted in PSE is securely transferred to the EATON RESA student management system. The frequency of the transfer shall be mutually agreed upon; however, the minimum agreeable time is daily.
- The parties agree that EATON RESA staff and administration will not have access to non-EATON RESA Student Records except as provided for in Section 4. The parties

further agree that only EATON RESA personnel and Kent ISD System Administrator will have access to EATON RESA student records.

- The parties agree that staff and administration in Kent ISD will not have access to EATON RESA Student Records except as provided for in Section 4.
- The parties agree that all state and federal reporting required of EATON RESA will be completed by EATON RESA, unless prior written approval is granted to Kent ISD.

4. Security

- The parties agree that EATON RESA shall have the right to assign all EATON RESA staff to security groups for access to its Student Records.
- The parties agree that EATON RESA shall have the right to assign administrator security rights to the administrator of their choice for its Student Records which gives them access to view a report of the system audit log.
- The parties agree that Kent ISD will limit the number of Kent ISD staff which can access EATON RESA Student Records to those with a need to know or access. It is the intention of Kent ISD to allow only the System Administrator, the PSE Coordinator and the Database Administrator access to EATON RESA Student Records, however the parties understand other may need access to properly maintain the system.
- The parties agree to allow EATON RESA SIS support staff to be the first point of contact for helpdesk support for EATON RESA staff. If additional support is necessary, EATON RESA shall contact Kent ISD.
- The parties agree that Kent ISD shall inform EATON RESA at least 48 hours prior to any PSE upgrades or changes. Kent ISD shall encourage PowerSchool to give at least 30 days advance notice of system upgrades and changes to EATON RESA SIS Support Staff. PowerSchool's current upgrade cycle provides a "major" release in Winter and Summer of each year. The parties agree that "bug fixes" will have a shorter lead time, but will follow the same process for notification as identified above. Every effort will be made to minimize downtime for end-users.
- The parties agree that EATON RESA, and other sites or schools participating in the PSE database collaboration, will identify no more than one staff member that will have system wide viewing rights, in order to process data transfer packages. These individuals will have access to view other ISDs Student Records and it is known that those other ISDs will also assign no more than one individual the same level of system wide security for purposes of completing data transfer packages only. The parties further agree that it will cause or require that any such staff with system wide access privileges use unique credentials, be subject to documented confidentiality obligations, and receive adequate privacy and security training.
- MiPSE accounts are reserved solely for EATON RESA school staff and providing access to outside vendors is prohibited unless prior approval is provided by Kent ISD.
- In the event of a security breach, Kent ISD shall: (i) notify the designated EATON RESA administrator described in this Section 3 of the security breach without undue delay after becoming aware of the security breach and notification shall include at least the information required by the Applicable Privacy Laws and(ii) cooperate with EATON RESA, and with any third parties designated by EATON RESA, to respond to the security breach relative to EATON RESA Student Records and database.

5. Financial

- The parties acknowledge Kent ISD will host EATON RESA on their database, and EATON RESA will provide their own support desk.

- Kent ISD and EATON RESA have agreed to the fee structure in Appendix A.
- Kent ISD agrees that it will arrange and pay for appropriate licenses as required to account for EATON RESA use of the PSE software and Kent ISD further represents and agrees that costs associated with any such licensing requirements are included in the fees set forth in Appendix A and that EATON RESA shall not be responsible for additional costs or fees not specified in Appendix A.
- The parties agree that there will be a minimum annual increase of 5%, which will account for the rising cost of personnel, system and hardware upgrades, as well as increased software fees from PowerSchool. This increase may be higher based upon PowerSchool annual increased pricing.

6. Other

- The parties acknowledge and agree that either party may end the terms and conditions of this hosting MOU with 90 days written notice to the appropriate EATON RESA and Kent ISD personnel. At the conclusion of the contract Kent ISD will no longer be responsible for maintaining EATON RESA records. The parties will work in partnership to allow EATON RESA to transfer applicable student records should either party end this hosting agreement.

IN WITNESS WHEREOF, the parties have caused this MEMORANDUM OF UNDERSTANDING to be executed by their duly authorized representatives.

Sean Williams
Superintendent
Eaton RESA

Date

Kirsten Myers
Assistant Superintendent of Student
Services
Kent ISD

Date

Appendix A

Kent ISD and Eaton RESA - PowerSchool Special education Partnership Year 2 Estimate Subject to Change based Upon PowerSchool Renewal Rates

	Year 1 2025/2026	Estimated Year 1 Totals	Year 2 <i>Estimate</i> and Beyond <small>**dependent on EOY count totals</small>	Estimated Year 2 Totals <small>**based on initial estimates submitted</small>
IEP Document				
498 Initial IEP/IFSP/NPSP	\$22.61 for each eligible initial IEP/IFSP license	\$11,259.78	\$23.74 for each eligible initial IEP/IFSP license	\$11,822.77
2200 IEP/IFSP/NPSP	\$6.15 per student (annual/reeval)	\$13,530.00	\$6.46 per student (annual/reeval)	\$14,206.50
Section 504 Document				
225 Initial 504	\$22.61 for each eligible initial 504 document	\$5,087.25	\$23.74 for each eligible initial 504 document	\$5,341.61
405 Annual/Reeval	\$6.15 per student (annual/reeval)	\$2,490.75	\$6.46 per student (annual/reeval)	\$2,615.29
Service Capture Module				
2106 Annual/Reeval	\$0.75 per student (annual/reeval)	\$1,579.50	\$0.79 per student (annual/reeval)	\$1,658.48
Hosting & Maintenance:				
3328 IEP/IFSP/504/IRP/Health Care Plan	\$4.99 per	\$16,606.72	\$5.24 per	\$17,437.06
New Partner Virtual Training & Onboarding	\$0.00	\$0.00	\$0.00	\$0.00
Help Desk - Tier II	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
	Estimated Year 1 Total	\$52,054.00	Estimated Year 2 and Beyond Total	\$54,581.70

These numbers are estimates based upon year end 2024-25 data from MIPSE for the purpose of creating an estimated cost. Should usage exceed the estimates costs for Eaton RESA will increase based on the actual number of records

Student Numbers will be determined by the End of year (EOY) general collection

***Year 2 and beyond will be determined on actual EOY count that occurs on June 30 each year, which may fluctuate.*

****Year 2 and beyond is calculated using the minimum 5% cost increase and may be subject to change based upon PowerSchool billing costs**

Year One - Onboarding and Tier I Support

- Unless otherwise specified, all Tier I training/onboarding will be delivered in a virtual format.
- Kent ISD will train end users in MiPSE navigation including completing documents and navigating the features within the program.
- In collaboration with Kent ISD, each ISD develops a training schedule and determines a data integration schedule and a date for stakeholders to begin their work in the system
- Tier I support will be provided throughout the first three count collections in the first year of implementation including:
 - From the point of signed MOU until all stakeholders will begin their work in the system, implementation meetings will be offered weekly. Onboarding and [setup](#) (i.e., locations, integration of staff/students, security, document setup) will be supported by Kent ISD and takes approximately 2-4 months prior to the first date of implementation. Refer to the integration procedure for more information.
 - Each partner ISD is required to identify a position responsible for MiPSE including coordinating the ISDs onboarding and implementation.
 - Regularly scheduled Part B and C meetings will be offered weekly at least through the first count collection certification. Following the certification of the first count collection, meetings will be offered twice monthly. After the second count collection, meetings will be offered monthly unless otherwise agreed upon.
 - Following the partner ISD's implementation start date, internal support needs from end users will be attempted first by the partner ISD. District staff must contact the partner ISD's identified MiPSE personnel first for assistance and technical support. If the partner ISD's identified MiPSE personnel needs additional assistance, support requests can be submitted by the partner ISD's identified MiPSE personnel to support@mipse.org or discussed at the next scheduled onboarding meeting
 - Partner ISDs are invited to monthly partner calls to participate in discussions about enhancements, support, needs, etc.
 - The training model emphasizes building capacity of the partner ISD to independently support their local districts at the completion of year one onboarding.
 - The partner ISD is responsible for maintaining their own Medicaid process and procedure. Kent ISD provides a suite of reports that the Partner ISD manages to ensure claims meet Medicaid criteria.

Year One - Integration

- A welcome email from Kent ISD technology team will be shared with draft communication protocols
- Communication will occur with individual districts (if applicable) to integrate SIS
- Kent ISD team will collaborate with the partner ISD team to create the MiPSE/SMS export files
- Partner ISDs and LEAs/PSAs work on integration files and upload to the secure site for Kent ISD to map
- Problem solving regarding errors or missing translations will occur via the help desk system (support@mipse.org) and initial responses can be expected within two business days

Year Two and Ongoing Tier II Support

- Each partner ISD is required to identify a position responsible for MiPSE tier one support which includes navigation of the system for the county, procedural questions, internal support needs, data dives, and MSDS count reporting.
- After one year of training and implementation, Kent ISD will provide tier two support by assisting the partner ISD's identified MiPSE personnel with understanding, problem solving, and participation in monthly Partner calls.
 - Internal support needs and requests from district staff will be directed to and answered by the partner ISD. Requests for additional support can be submitted to support@mipse.org by the partner ISDs identified MiPSE personnel and initial responses can be expected within two business days.
 - Ongoing or regularly scheduled meetings are not offered one year following the initial start of implementation. The partner ISDs identified MiPSE personnel can seek additional assistance from Kent ISD through attending office hours, submitting support requests to support@mipse.org and/or by requesting a meeting.
- Providing Tier I support and/or training to newly hired identified MiPSE personnel in the partner ISD after year one of implementation is the responsibility of the partner ISD unless contracted for within the MOU.
- Annual meetings will be offered to discuss needs, enhancements, and use of the system.
- It is the responsibility of each partner ISD to inform Kent ISD of changes in the ISD or district student management systems. Kent ISD will assist in transitions to new student management systems with integration and exports.

Other

- Kent ISD customizes documents, section actions and document actions for use by all partners. Customization for each specific entity is not permitted. Kent ISD accepts requests for development submitted to support@mipse.org and discussed during monthly partner calls, yet reserves the right to decline development proposals.
- The partner ISD is responsible for developing and maintaining their own Medicaid process and procedure. In the event of an audit, customization of the partner ISDs billing scripts and submissions to the Medicaid billing vendor is the full responsibility of the partner ISD.
- All claims meeting MDHHS Medicaid policy requirements are available for billing submission, utilizing billing scripts and reports, to be submitted to your Medicaid billing vendor. Kent ISD does not limit claims to staff on your ISD's Staff Pool List unless contracted for within the MOU.
- The partner ISD is responsible for the creation of the query for the integration process from the student management system to MiPSE. Additionally, modifications to the partner ISD's data format following the initial setup must be communicated to Kent ISD within two business days to ensure data quality. The partner ISD is also responsible for mapping the data from MiPSE SMS exports into the partner ISD or districts' student management system.
- The partner ISD is solely responsible for ensuring the submission of timely, valid, and reliable data to MSDS.
- MiPSE accounts are reserved solely for school staff and providing access to outside vendors is prohibited unless prior approval is provided by Kent ISD.

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, the Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. DATE OF BOARD MEETING: 11/19/2025

II. AGENDA ITEM TITLE: LOU with Ingham ISD for Monitoring/TA Support

III. TYPE OF AGENDA ITEM: *(Place an X in the box you select)*

Presentation

Consent Agenda *(replacement of/transfer to/resignation from existing positions are consent agenda)*

Action/Approval *(new positions/FTE increases for existing positions are action items)*

Information

IV. AGENDA ITEM DESCRIPTION:

a) **Purpose and background:** *(Provide 1-3 sentences describing the type of service/good, who will be providing it, as well as the background on the need)*

Due to a vacancy, it is requested that Eaton RESA enter into a Letter of Understanding with Ingham ISD for Monitoring and Technical Assistance services for the remainder of the 2025–26 school year. The agreement would not exceed a total cost of \$46,000.

a) **Total Cost:** \$46,000

b) **Timeframe/term of agreement:** 2025-26

c) **Supporting materials/attachments, if any:** Letter of Understanding between Ingham ISD and Eaton RESA

V. RECOMMENDATION: *(Place an X in the box you select)*

Approve

Authorize the Superintendent to execute agreement

Approve the increase of FTE

Award a bid

Other: _____

VI. RECOMMENDED BY: Kelly Hager, Assistant Superintendent for Special Education



LETTER OF UNDERSTANDING

This Agreement is entered into for the 2025-2026 school year, between the Eaton RESA (referred to hereafter as local school district), and the Ingham Intermediate School District (referred to hereafter as the Ingham ISD).

Background Information

Section 1751 of the Revised Michigan School Code of 1976 (MCL 380.1751) provides that a local school district may fulfill its obligation to provide special education programs and services to its resident students by contracting with another local school district or an intermediate school district. Each program or service contracted for shall be in compliance with the Ingham ISD Special Education Plan, the Revised Michigan School Code Act 451 of 1976 as amended, related Federal legislation and state administrative rules. Thus, the Ingham ISD agrees to provide the special education ancillary and/or related services as described herein, on behalf of the local school district for the 2025-2026 school year.

The local school district agrees to reimburse the Ingham ISD for these services for the period of this Agreement using the current tuition billback formula. Itinerant staff are billed back based on the average cost per 1.0 FTE for a given job category (i.e. SSW, Psych). The average cost is determined by adding all revised budget costs for salaries, benefits, instructional equipment, and contracted services for a category plus an 8.5% indirect cost rate. The indirect rate covers such things as long-term subs, teaching supplies, operations and maintenance. Any state aid revenue that the ISD receives for employing these staff is deducted. This net amount is divided by the total number of FTE assigned to the category and the resulting total would be the cost per 1.0 FTE. Districts are billed back based upon the amount of FTE assigned to their district multiplied by the cost per 1.0 FTE in a given job category.

Ingham ISD Services Rendered (projected as of June 2025)

<u>Service</u>	<u>Staff FTE Assigned</u>	<u>Projected Cost*</u>
Audiologist	.13	18,954
Technical Assistance Provider	.50	46,000
Totals	.63	64,954

*Costs are estimates

NOW THEREFORE, in consideration of payments by the local school district as described in this agreement and of the covenants contained in this Agreement, the Ingham ISD and local school district agree as follows:

1. Ingham ISD Obligations: The Ingham ISD shall:

- a. Employ qualified personnel to render the services identified and provide appropriate salary and benefits articulated within the Ingham Intermediate Professional Staff Association and the Ingham ISD Master Agreement.
- b. Reserve the right to designate which of its employees shall be assigned to perform educational services under this Agreement.
- c. Entitle staff to all rights under the Tenure Act and allow them to accrue contractual rights created with the Ingham Intermediate Professional Staff Association and Ingham ISD Master Agreement.
- d. Provide the local district with periodic tuition billback claims seeking remuneration for the cost of services identified herein.
- e. Not change or add to the services agreed upon herein without the approval of an appropriate local school district designee. Service FTE changes/adjustments, less than a .05, based on actual FTE provided to the local district will not result in notification to the local district nor require approval from the local district.

2. Local School District Obligations: The local school district shall:

- a. Reimburse the Ingham ISD for services identified herein during the period of this Agreement.
- b. ***By February 20, 2026 – notify Ingham ISD if the local district will NOT continue contracting for any special education ancillary and/or related services for the forthcoming school year (2026-2027).***

By April 10, 2026 – notify Ingham ISD of their needs for special education ancillary and/or related services for the forthcoming school year (2026-2027).

- c. Provide Ingham ISD personnel with appropriate, designated workspace for the delivery of services within local school district buildings as assigned.
- d. Notify the assigned Ingham ISD staff if they are not providing contracted services that meet the service delivery expectations as identified.

3. Mutual Agreements

- a. Purpose. This Agreement is being entered into for the purpose of providing required special education ancillary and/or related services to local school district students.
- b. Professional Standard. All Ingham ISD staff shall perform their duties at an acceptable standard that ensures success for students. If an Ingham ISD staff member fails to perform at this standard he/she subjects him/herself to a program of improvement, removal from the local district, and /or discipline up to and including discharge.
The Ingham ISD staff is entitled to the following due process before any of the above can take place:
 1. Timely notice of the action and/or misfeasance that the local school district believes falls below the quality of performance necessary to ensure student success.
 2. Explanation and examples of such action or misfeasance the local school district believes violates the standard expected.
 3. An opportunity to be heard and give his/her side of the story before any action is taken (by themselves or with a union representative and/or with their Ingham ISD supervisor)
 4. Completion of an investigation by their supervisor.Once the above four steps have been met and the local school district and Ingham ISD believe the actions/misfeasance warrant it, remedial action will take place. The Ingham ISD supervisor will work directly with the staff member to remedy the outlined deficiencies or take other such action necessitated by the staff member's action or misfeasance.
- c. Issue Resolution. The Ingham ISD and local school district agree to work together to resolve any service provision concerns.
- d. Entire Agreement Amendment. This Agreement constitutes the entire understanding between parties and supersedes any prior or concurrent Agreement, oral or written, of the Ingham ISD and the local school district concerning its subject matter. Any modification to this Agreement shall be effective only if in writing and signed by both parties.
- e. Compliance with Law. The Ingham ISD and local school district agree they will comply with all Federal, State and local laws applicable to them in the performance of this Agreement.
- f. Headings. The headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

g. Agreement Term. The term of this agreement commences on August 13, 2025 and continues through June 5, 2026, at which time this Agreement shall need to be renewed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**

On Behalf of the

Ingham Intermediate School District

Date: _____

Crystal Cutler
Executive Director, Student Support Services

Date: _____

Rebecca Hills
Assistant Superintendent, Finance and Business

On Behalf of the

Schools

Date: 11/19/2025


Special Education Administrator

Date: _____

Business Official

Date: _____

Superintendent

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, the Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. **DATE OF BOARD MEETING:** November 19, 2025

II. **AGENDA ITEM TITLE:** University of Michigan Health Sparrow Eaton Hospital Subcontract - Grand Ledge Health Center

III. **TYPE OF AGENDA ITEM:** *(Place an X in the box you select)*

	Presentation
	Consent Agenda <i>(replacement of/transfer to/resignation from existing positions are consent agenda)</i>
X	Action/Approval <i>(new positions/FTE increases for existing positions are action items)</i>
	Information

IV. **AGENDA ITEM DESCRIPTION:**

a) **Purpose and background:** *Kim Thalison, Director of School Wellness & Prevention Services, is requesting execution of the continuation contract to University of Michigan Health Sparrow Eaton Hospital for the implementation of health care services for the School-Based Health Clinic located in Grand Ledge High School in the amount of \$131,506.*

b) **Cost:**

c) **Timeframe/term of agreement:** October 1, 2025 to September 30, 2026

d) **List Supporting materials/attachments, if any:**

<i>Contract</i>

V. **RECOMMENDATION:** *(Place an X in the box you select)*

	Approve
X	Authorize the Superintendent to execute agreement
	Approve the increase of FTE: Position _____ FTE Increase _____
	Award a bid
	Other:

VI. **RECOMMENDED BY:** Kim Thalison, Director of School Wellness & Prevention Services

**SECOND AMENDMENT TO
AGREEMENT FOR CHILD & ADOLESCENT HEALTH CENTER PROGRAM**

THIS SECOND AMENDMENT TO AGREEMENT FOR CHILD & ADOLESCENT HEALTH CENTER PROGRAM (this “**Amendment**”) is entered into the 1st day of October, 2025, by and between **EATON REGIONAL EDUCATION SERVICE AGENCY**, a Michigan intermediate school district, whose address is 1790 Packard Highway, Charlotte, Michigan 48813 (“**Eaton RESA**”), and **UNIVERSITY OF MICHIGAN HEALTH SPARROW EATON HOSPITAL**, a Michigan nonprofit corporation, whose address is 1200 E. Michigan Avenue, Suite 600, Lansing, Michigan 48912 (the “**Hospital**”).

BACKGROUND:

A. Eaton RESA and Hospital entered into that certain Agreement for Child & Adolescent Health Center Program dated October 1, 2024, as amended (the “**Agreement**”), whereby Hospital agreed to provide certain oversight and related medical and administrative services to Eaton RESA for the operation of Eaton RESA’s grant-funded Child and Adolescent Health Center at Grand Ledge High School.

B. Eaton RESA and Hospital desire to enter into this Amendment to modify the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and undertakings herein set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Eaton RESA and Hospital hereby agree as follows:

1. Section 2.A. Term - The term of this Agreement shall be extended through September 30, 2026.

2. The following shall replace the Funds and Fees Sections 5. A. and B.:
 - A. **Funds.** The total amount of Funds under the Grant that may be distributed to the Hospital under this Agreement shall not exceed **One Hundred Thirty-One Thousand Five Hundred Six and 00/100 Dollars (\$131,506.00)** and apply to the following:
 - i. **Implementation Funds.** An amount not to exceed **One Hundred Thirty-One Thousand Five Hundred Six and 00/100 Dollars (\$131,506.00)**, may be distributed to the Hospital to cover costs associated with staffing of medical professionals for the Center, operational costs incurred (subject to Grant restrictions), and reimbursement of services rendered that are not paid or covered by insurance, as described in Section 5.B. herein.

 - B. **Payment for Services.** The Hospital will collect fees for the services it provides in the Center through the following methods (the “Fees”):

- i. **Medicare/Medicaid coverage (for eligible pupils);**
- ii. **Pupil's private health care insurance; and**
- iii. **If the payment method under 5.A.i. is inapplicable, the Hospital will collect Fees through direct payment that will be set on a sliding scale as permitted by the Grant and the MDHHS.**
- iv. **If a pupil receives minor consented services in the Center, the pupil may receive those services free of any Fees. The pupil may also receive such services without parental consent. If the Hospital renders such services to any pupil in the Center, it may receive reimbursement in accordance with Section 5.C. herein.**

If the Hospital does not receive payment of Fees for the services rendered in the Center, the Hospital will be responsible for the collection of Fees.

3. Ratification. All terms and conditions of the Agreement, as amended hereby, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

EATON RESA:

**EATON REGIONAL EDUCATION SERVICE
AGENCY,**
a Michigan intermediate school district

By: _____
Name: Sean Williams, Ph.D.
Title: Superintendent

HOSPITAL:

**UNIVERSITY OF MICHIGAN HEALTH SPARROW
EATON HOSPITAL,**
a Michigan nonprofit corporation

By: _____
Name: Margaret Dimond, Ph.D.
Title: Regional Network President
University of Michigan Health-Sparrow, in its
capacity as the Sole Member of University of
Michigan Health Sparrow Eaton Hospital

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, the Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. **DATE OF BOARD MEETING:** November 19, 2025

II. **AGENDA ITEM TITLE:** University of Michigan Health Sparrow Eaton Hospital Subcontract - East Lansing Health Center

III. **TYPE OF AGENDA ITEM:** *(Place an X in the box you select)*

	Presentation
	Consent Agenda <i>(replacement of/transfer to/resignation from existing positions are consent agenda)</i>
X	Action/Approval <i>(new positions/FTE increases for existing positions are action items)</i>
	Information

IV. **AGENDA ITEM DESCRIPTION:**

a) **Purpose and background:** *Kim Thalison, Director of School Wellness & Prevention Services, is requesting execution of the continuation contract to University of Michigan Health Sparrow Eaton Hospital for the implementation of health care services for the School-Based Health Clinic located in East Lansing High School in the amount of \$260,444.*

b) **Cost:**

c) **Timeframe/term of agreement:** October 1, 2025 to September 30, 2026

d) **List Supporting materials/attachments, if any:**

<i>Contract</i>

V. **RECOMMENDATION:** *(Place an X in the box you select)*

	Approve
X	Authorize the Superintendent to execute agreement
	Approve the increase of FTE: Position _____ FTE Increase _____
	Award a bid
	Other:

VI. **RECOMMENDED BY:** Kim Thalison, Director of School Wellness & Prevention Services

**FIRST AMENDMENT TO
AGREEMENT FOR CHILD & ADOLESCENT HEALTH CENTER PROGRAM**

THIS FIRST AMENDMENT TO AGREEMENT FOR CHILD & ADOLESCENT HEALTH CENTER PROGRAM (this “**Amendment**”) is entered into the 1st day of October, 2025, by and between **EATON REGIONAL EDUCATION SERVICE AGENCY**, a Michigan intermediate school district, whose address is 1790 Packard Highway, Charlotte, Michigan 48813 (“**Eaton RESA**”), and **UNIVERSITY OF MICHIGAN HEALTH SPARROW EATON HOSPITAL**, a Michigan nonprofit corporation, whose address is 1200 E. Michigan Avenue, Suite 600, Lansing, Michigan 48912 (the “**Hospital**”).

BACKGROUND:

A. Eaton RESA and Hospital entered into that certain Agreement for Child & Adolescent Health Center Program dated October 1, 2024 (the “**Agreement**”), whereby Hospital agreed to provide certain oversight and related medical and administrative services to Eaton RESA for the operation of Eaton RESA’s grant-funded Child and Adolescent Health Center at East Lansing High School.

B. Eaton RESA and Hospital desire to enter into this Amendment to modify the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and undertakings herein set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Eaton RESA and Hospital hereby agree as follows:

1. Section 2.A. Term - The term of this Agreement shall be extended through September 30, 2026.

2. The following shall replace the Funds and Fees Sections 5. A. and B.:
 - A. **Funds.** The total amount of Funds under the Grant that may be distributed to the Hospital under this Agreement shall not exceed **Two Hundred Sixty Thousand Four Hundred Forty-Four and 00/100 Dollars (\$260,444.00)** and apply to the following:
 - i. **Implementation Funds.** An amount not to exceed Two Hundred Sixty Thousand Four Hundred Forty-Four and 00/100 Dollars (\$260,444.00), may be distributed to the Hospital to cover costs associated with staffing of medical professionals for the Center, operational costs incurred (subject to Grant restrictions), and reimbursement of services rendered that are not paid or covered by insurance, as described in Section 5.B. herein.

 - B. **Payment for Services.** The Hospital will collect fees for the services it provides in the Center through the following methods (the “Fees”):

- i. **Medicare/Medicaid coverage (for eligible pupils);**
- ii. **Pupil's private health care insurance; and**
- iii. **If the payment method under 5.A.i. is inapplicable, the Hospital will collect Fees through direct payment that will be set on a sliding scale as permitted by the Grant and the MDHHS.**
- iv. **If a pupil receives minor consented services in the Center, the pupil may receive those services free of any Fees. The pupil may also receive such services without parental consent. If the Hospital renders such services to any pupil in the Center, it may receive reimbursement in accordance with Section 5.C. herein.**

If the Hospital does not receive payment of Fees for the services rendered in the Center, the Hospital will be responsible for the collection of Fees.

3. Ratification. All terms and conditions of the Agreement, as amended hereby, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

EATON RESA:

**EATON REGIONAL EDUCATION SERVICE
AGENCY,**
a Michigan intermediate school district

By: _____
Name: Sean Williams, Ph.D.
Title: Superintendent

HOSPITAL:

**UNIVERSITY OF MICHIGAN HEALTH SPARROW
EATON HOSPITAL,**
a Michigan nonprofit corporation

By: _____
Name: Margaret Dimond, Ph.D.
Title: Regional Network President
University of Michigan Health-Sparrow, in its
capacity as the Sole Member of University of
Michigan Health Sparrow Eaton Hospital



Book	Policy Manual
Section	Vol. 40, No. 1 - Nondiscrimination - September 2025 ISD
Title	Vol. 40, No. 1 - Nondiscrimination - September 2025 Rescind NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE
Code	po1422.02
Status	From Neola
Adopted	February 15, 2012

Rescind Policy - Vol. 40, No. 1

1422.02 — NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE

~~The Board of Education prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of his/her genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.~~

~~In accordance with the Genetic Information Nondiscrimination Act ("GINA"), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with this Act, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.~~

~~[] The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information.~~

~~"Genetic information," as defined by GINA, means information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.~~

~~If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider, it shall be treated as a confidential medical record in accordance with law.~~

~~The Superintendent shall appoint a compliance officer who shall be responsible for overseeing the District's compliance with Federal regulations and promptly dealing with any inquiries or complaints. S/He shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members and that all District requests for health related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information.~~

~~The warning shall read as follows:~~

~~The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.~~

~~[] The District offers health services () including a wellness program **[END OF OPTION]**. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to his/her health services providers, but only genetic information in aggregate form will be provided to the Board. **[END OF OPTIONAL SENTENCE]**~~

Legal

29 C.F.R. Part 1635

42 U.S.C. 2000ff et seq., The Genetic Information
Nondiscrimination Act



Book	Policy Manual
Section	Board Review Non-Discrim Fall 2025
Title	Vol. 40, No. 1 - Nondiscrimination - September 2025 Replacement NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT
Code	po1422
Status	
Adopted	January 16, 2013
Last Revised	August 20, 2025

Replacement Policy - Vol. 40, No. 1

1422 - NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation; and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, Protected Classes) in its programs and activities, including employment opportunities.

The Board is committed to providing a work environment that is free from Prohibited Conduct, responding promptly and effectively when it has knowledge of conduct that reasonably may constitute Prohibited Conduct, and addressing Prohibited Conduct in its education programs or activities. This commitment applies to all District operations and this policy applies to Prohibited Conduct occurring within or as a part of the District's education programs and activities, whether on school property or at another location during an activity sponsored by the Board.

Persons who commit Prohibited Conduct are subject to the full range of disciplinary sanctions set forth in this policy.

The Board will provide persons who have experienced Prohibited Conduct with ongoing remedies as reasonably necessary to restore or preserve access to the District's education programs or activities.

All school employees share responsibility for avoiding, discouraging, and reporting any form of Prohibited Conduct.

The Board will take immediate action to address the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging Prohibited Conduct, or has participated in the below-described grievance procedures.
- B. Filing a malicious or knowingly false report or complaint of Prohibited Conduct.
- C. Disregarding, failing to appropriately address, or delaying action to appropriately address allegations of Prohibited Conduct when responsibility for reporting and/or investigating such charges comprises part of one's administrative/supervisory duties.

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Bullying means: any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult, that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment; or unreasonably interfere with the individual's work performance or participation. It may involve: (a) threats; (b) intimidation; (c) stalking; (d) cyberstalking; (e) cyberbullying; (f) physical violence; (g) theft; (h) sexual, religious, or racial harassment; (i) public humiliation; or (j) destruction of property. Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees, and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal and/or State civil rights laws. Ordinary teasing, horseplay, arguments, and peer conflict do not constitute bullying for purposes of this policy.

Complainant means: an employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or a person, other than an employee, who is alleged to have been subjected to conduct that could constitute Prohibited Conduct and who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

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 Prohibited Conduct.

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., days that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Disciplinary sanctions means: consequences imposed on a respondent following a determination that the respondent engaged in Prohibited Conduct.

Education programs or activities refer to: all the District's operations including, but not limited to, in-person and online/remote educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all programs and activities operated by the Board on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off school property/grounds but over which the District asserts disciplinary authority (e.g., at off-campus activities sponsored by the Board).

Exculpatory evidence means: evidence that is favorable to a respondent because it helps excuse, justify, or absolve a respondent of alleged wrongdoing and tends to establish that a respondent did not engage in Prohibited Conduct.

Genetic information means: information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.

Harassment means: any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against an employee that (a) places the employee in reasonable fear of harm to their person or damage to their property; (b) has the effect of substantially interfering with the employee's work performance; or (c) has the effect of substantially disrupting the orderly operation of a school. Each of the following types of harassment involves unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's protected characteristic(s) and has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

A. Age Harassment means: harassment based on negative perceptions about older workers. It also includes harassment based on stereotypes about older workers, even if they are not motivated by animus, such as pressuring an older employee to transfer to a job that is less technology-focused because of the perception that older workers are not well-suited to such work or encouraging an older employee to retire.

B. Disability Harassment means: harassment based upon a person's disability and includes harassment based upon stereotypes about individuals with disabilities in general or about an individual's particular disability. It also includes harassment based on traits or characteristics linked to an individual's disability, such as how the person speaks, looks, or moves. For example, negative comments about an individual's speech patterns, movement, physical impairments, or defects/appearances, or the like. Disability-based harassment includes: (a) harassment because an individual requests or receives reasonable accommodation; (b) harassment because an individual is regarded as having an impairment, even if the individual does not have an actual disability, or a record of disability; (c) harassment because an individual has a record of a disability, even if the individual currently does not have a disability; and (d) harassment based on the disability of an individual with whom the employee is associated. Finally, disability-based harassment may occur where conduct is directed at or pertains to a person's genetic

information.

- C. **National Origin/Ancestry Harassment** means: harassment due to a person's (or their ancestor's) place of origin. Such harassing conduct can include ethnic slurs or epithets, derogatory comments about individuals of a particular nationality, and use of stereotypes about a person's national origin. Additionally, it can include harassment regarding traits or characteristics linked to an individual's national origin, such as physical characteristics, ethnic or cultural characteristics or customs (e.g., surnames, attire, or diet), or linguistic characteristics (e.g., a person's manner of speaking, non-English language accent, or a lack of fluency in English).
- D. **Race/Color Harassment** means: unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's race or color and has the purpose or effect of interfering with the individual's work performance; or creating an intimidating, hostile, or offensive work environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.
- E. **Religious (Creed) Harassment** means: harassment based on a person's surname, religion (including atheism or lack of religious belief), religious traditions and practices, or religious dress/clothing, and includes making offensive comments about the same. It also includes religious slurs or epithets, harassing conduct based on religious stereotypes, and harassment associated with a person's request for and/or receipt of religious accommodation. Religious harassment also involves explicitly or implicitly coercing an employee to engage in religious practices at work.
- F. **Sexual Harassment** means (for purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964): unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment; (b) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of interfering with the individual's work performance; or creating an intimidating, hostile, or offensive working environment. Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.
1. Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.
 2. Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:
 - a. Conduct of a sexualized nature, such as unwanted conduct expressing sexual attraction or involving sexual activity (e.g., unwelcome sexual propositions, invitations, solicitations, and flirtations; unwanted physical and/or sexual contact, including unwelcome and inappropriate touching, patting, or pinching (x)); and obscene gestures [END OF OPTION].

- b. Sexual attention or sexual coercion, such as demands or pressure for sexual favors (e.g., threats or insinuations that a person's employment, wages, or other conditions of employment may be adversely affected by not submitting to sexual advances; giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship; leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin).
- c. Rape, sexual assault, or other acts of sexual violence.
- d. Discussing or displaying visual depictions of sex acts or sexual remarks (e.g., unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, texts, etc.; sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings or literature placed in the work environment; asking or telling about sexual fantasies, sexual preferences, or sexual activities; speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history).
- e. A consensual sexual relationship where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- f. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.
- g. Non-sexual conduct based on sex, such as sex-based epithets; sexist comments (such as remarks that women do not belong in management or that men do not belong in the nursing profession); or facially sex-neutral offensive conduct motivated by sex (such as bullying directed toward employees of one sex).
- h. Harassment based on pregnancy, childbirth, or related medical condition, which may include issues pertaining to lactation, using or not using contraception, or deciding whether to have, or not to have, an abortion.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be objectively offensive (a reasonable person would find it hostile or abusive), subjectively offensive (the complainant actually perceived it as abusive), and either sufficiently severe (a single extremely serious incident) or pervasive (a pattern of behavior), such that it adversely affects, limits, or denies an individual's employment, or creates a hostile or abusive employment environment.

Inculpatory evidence means: evidence that links a respondent to alleged wrongdoing and tends to establish a respondent engaged in Prohibited Conduct (i.e., has culpability).

Military status means: a person's past, current, or future membership, service, or obligation in a uniformed service (e.g., Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, Public Health Service Commissioned Corps, and National Oceanic and Atmospheric Administration Commissioned Officer Corps). Service in the uniformed services also means the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It further includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

Party means: a complainant or respondent.

Pregnancy, childbirth, or related medical conditions means:

- A. "Pregnancy" and "childbirth" refer to the pregnancy or childbirth of a specific employee and include, but are not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).
- B. "Related medical conditions" are medical conditions relating to the pregnancy or childbirth of a specific employee, and may include termination of pregnancy, including via miscarriage, stillbirth, or abortion; ectopic pregnancy; preterm labor; pelvic prolapse; nerve injuries; cesarean or perineal wound infection; maternal cardiometabolic disease; gestational diabetes; preeclampsia; HELLP (hemolysis, elevated liver enzymes and low platelets) syndrome; hyperemesis gravidarum; anemia; endometriosis; sciatica; lumbar lordosis; carpal tunnel syndrome; chronic migraines; dehydration; hemorrhoids; nausea or vomiting; edema of the legs, ankles, feet, or fingers; high blood pressure; infection; antenatal (during pregnancy) anxiety, depression, or psychosis; postpartum depression, anxiety, or psychosis; frequent urination; incontinence; loss of balance; vision changes; varicose veins; changes in hormone levels; vaginal bleeding; menstruation; and lactation and conditions related to lactation, such as low milk supply, engorgement, plugged ducts, mastitis, or fungal infections. The preceding list of related medical conditions is not exhaustive.

Prohibited Conduct means: unlawful discrimination or harassment based on a person's Protected Class(es) or retaliation. Such misconduct involves a violation of Federal and/or State civil rights laws.

Relevant means: related to the allegations of Prohibited Conduct under investigation as part of the Board's grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged Prohibited Conduct occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged Prohibited Conduct occurred.

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 programs or activities limited or denied by Prohibited Conduct. 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 Prohibited Conduct occurred.

Respondent means: a person who is alleged to have engaged in Prohibited Conduct.

Retaliation means: intimidation, threats, coercion, or discrimination against any person by the District, a student, a Board employee, or any other person authorized by the Board to provide aid, benefit, or service under the District's education programs or activities, for the purpose of interfering with any right or privilege secured by Federal or State law, 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 applicable Federal or State laws or regulations.

School District community means: students and Board employees (i.e., administrators and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Supportive measures means: non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge to the complainant or the respondent before or after making a report or filing a complaint. Such measures are designed to restore or preserve that party's access to the District's education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter Prohibited Conduct. Supportive measures may include modifications of work schedules, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain work settings; training related to Prohibited Conduct, ~~() referral to Employee Assistance Program, [END OF OPTION]~~ and other similar measures.

Third Parties means: guests and/or visitors on District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Pregnancy, Childbirth, and Related Medical Conditions

The Board will not discriminate against an employee based on the person's current pregnancy, potential or intent to become pregnant, past pregnancy, or medical condition related to pregnancy or childbirth, or because the person uses birth control, or has had or not had an abortion.

Additionally, the Board will provide a reasonable accommodation to an employee's known limitation related to pregnancy, childbirth, or a related medical condition, unless the accommodation will cause the District undue hardship.

The Board will treat pregnancy, childbirth, and related medical conditions as any other temporary medical conditions for all job-related purposes, including commencement, duration, and extensions of leave; accrual of seniority and any other benefit or service; reinstatement; and under any fringe benefit offered to employees by virtue of employment.

The Board will provide reasonable break time for an employee to express breast milk while at work for the first year after the employee's child's birth. The Board will provide the employee with a space, other than a bathroom, that is clean, shielded from view, free from intrusion from coworkers and the public, and which the employee can use as needed to express breast milk. See Board Policy 6700 – Fair Labor Standards Act.

Nondiscrimination Based on Employee's Genetic Information

The Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of the individual's genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.

In accordance with the Genetic Information Nondiscrimination Act ("GINA"), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with GINA, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.

[] The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information. **[END OF OPTION]**

If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider, it shall be treated as a confidential medical record in accordance with law.

The District Compliance Officer (see below) shall be responsible for overseeing the District's compliance with applicable Federal regulations and promptly dealing with any inquiries or complaints. The District Compliance Officer or designee shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the Americans with Disabilities Act ("ADA") or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical

research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

~~[] The District offers health services (), including a wellness program [END OF INTERNAL OPTION]. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to the person's health services providers, but only genetic information in aggregate form will be provided to the Board. [END OF OPTION]~~

District Compliance Officer(s)

[DRAFTING NOTES:

- 1. Neola suggests the Board appoint both a male and a female to serve as the District Compliance Officers. By appointing two (2) District Compliance Officers, there should always be a District Compliance Officer available to address a claim that pertains to the other District Compliance Officer. If, however, the Board appoints more than one (1) District Compliance Officer, Neola recommends that it designate one (1) of the District Compliance Officers to retain ultimate oversight over the assigned responsibilities and ensure the Board's consistent compliance with its responsibilities under applicable Federal and State laws that prohibit unlawful discrimination/harassment based on protected classes and retaliation. Alternatively, the Board could appoint a District Compliance Officer and one (1) or more persons to assist the District Compliance Officer with performance of the responsibilities identified in this policy and its accompanying administrative guidelines. Often the person(s) designated to assist a District Compliance Officer is/are called Deputy or Assistant Compliance Officer(s). If the Board elects this alternative approach, it would designate a District Compliance Officer for purposes of this policy, and then designate the other position(s) through its AG. The person(s) in the alternative support role(s) will need to be trained in the same manner as the District Compliance Officer (see AG 1422).**
- 2. The Board must list in this policy either the Name(s) or Title(s) of the District Compliance Officer(s); while the Board may list both the Name(s) and Title(s), Neola suggests that the Board only list the Title(s) in this policy (so the Board does not need to revise/amend the policy whenever there is a change in the actual person(s) holding the designated position(s)), but list both the Name(s) and Title(s) in the requisite notices/postings (e.g., website) and publications (e.g., handbooks). The District will also need to decide whether to list the Name(s) and Title(s), or just the Title(s), in Administrative Guideline 1422 if the District elects to identify the District Compliance Officer in the AG (see DRAFTING NOTE in the AG; again, if the District lists the Name(s) and Title(s), it will need to remember to update the AG whenever there is a change in the actual person(s) holding the designated position(s). No matter what, the Board will need to amend its policy and update its AG, requisite notices/postings, and publications, whenever it changes the Title of the position(s) designated to serve as the District Compliance Officer(s).**

- 3. Reminder: Whenever a new person begins to serve as the District Compliance Officer (or in a support role to the District Compliance Officer), the District needs to make sure the new person is appropriately trained, in a timely manner, to fulfill the responsibilities of the position to which the person is assigned.]**

[END OF DRAFTING NOTES]

The Board designates and authorizes the following individual(s) to coordinate its efforts to comply with the Board's responsibilities under Federal and State laws that prohibit discrimination, including harassment, based on Protected Classes and retaliation (also known as "Civil Rights Coordinator(s)" or "Anti-Harassment Compliance Officer(s)") (hereinafter referred to as the "District Compliance Officer(s)" or "CO(s)"):

John VanHoesen
Human Resource Coordinator
1790 East Packard Highway
Charlotte, MI 48813
517.541.8722
jvanhoesen@eatonresa.org

Kelly Hager
Technical Assistance Provider & Maple Valley Special Ed Director
1790 East Packard Highway
Charlotte, MI 48813
517.541.8723/517.852.9275
khager@eatonresa.org

[DRAFTING NOTE: The District may want to create a static (i.e., fixed) District Compliance Officer -specific email address and phone number that will not change when the person(s) and/or position(s) designated to be the CO(s) change(s) – e.g., CO4CivilRights@(insert District's domain) – which the Technology Director/Department can program to be forwarded to the actual individual(s) serving as the District Compliance Officer(s) at any given time. Likewise, the District may want to establish a static Telephone Number for the position of District Compliance Officer that can be forwarded to, and accessed by, the actual person(s) serving in the CO position(s) at any given time. These two (2) steps will help reduce the information that needs to be updated in policy, AG, and/or the requisite notices/postings and publications when changes occur to the specific person(s)/position(s) designated to serve as the CO(s).]

x] The Board designates the Superintendent **[DRAFTING NOTE: Insert Name and/or Title of the District Compliance Officer who is ultimately responsible for the District's compliance with its responsibilities under Federal and State laws that prohibit discrimination/harassment based on Protected Classes and retaliation as the individual who is ultimately responsible for oversight over the Board's compliance with applicable Federal and State laws and regulations that prohibit discrimination based on the basis of Protected Classes and retaliation. [END OF OPTION]**

] The District Compliance Officer may delegate specific duties to one (1) or more designees. **[END OF OPTION]**

The contact information concerning the District Compliance Officer(s) will be published on the School District's website. ~~() and annually [END OF OPTION].~~

- A. ~~() in parent/student and staff handbooks.~~
- B. ~~() in the School District Annual Report to the public.~~
- C. ~~() on each individual school's website.~~
- D. ~~() in the School District's calendar.~~
- E. ~~() _____.~~

[DRAFTING NOTE: The Board may want to select the following option when the Superintendent is not the CO. While Neola recognizes that this may not always be possible, it may be preferable to have the CO be someone other than the Superintendent because then – if the CO serves as the investigator and decisionmaker – the Superintendent can serve as the appeal decisionmaker or the facilitator for the informal resolution process.]

] The District Compliance Officer(s) shall report directly to the Superintendent except when the Superintendent is a party to a complaint (i.e., either the complainant or the respondent). Under such circumstances, the CO(s) shall report directly to **[SELECT ONE OF THE FOLLOWING]** the Board President ~~() the Board's Legal Counsel () _____~~ ~~[OTHER] [END OF INTERNAL OPTIONS]~~ until the matter in which the Superintendent is a party is concluded. **[END OF OPTION]**

Questions about this policy ~~() and AG 1422 [END OF OPTION]~~ should be directed to the District Compliance Officer(s).

The CO(s) is/are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, harassment, retaliation, or denial of equal opportunity/access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), Genetic Information Nondiscrimination Act (GINA), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. ~~[] Any sections of the District's collective bargaining agreements dealing with hiring, promotion, demotion, discipline, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement set forth above. [END OF OPTION] [] In addition, as practical, gender-specific terms should be eliminated from such contracts. [END OF OPTION]~~ Copies of the laws and regulations listed above are available upon request from the CO(s).

The CO(s) will be available during regular work hours to discuss concerns related to Prohibited Conduct, to assist employees, other members of the District community, and third parties who seek support or advice when informing another individual about Prohibited Conduct, including

unwelcome conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The CO(s) shall monitor the District's education programs and activities for barriers to reporting information about conduct that reasonably may constitute Prohibited Conduct pursuant to Federal and/or State laws that prohibit discrimination/harassment based on the basis of a Protected Class/Category and retaliation, and take steps reasonably calculated to address such barriers.

Notice of Nondiscrimination

The Superintendent shall provide a notice of nondiscrimination to students, parents, guardians, or other authorized legal representatives of elementary and secondary students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the Board. Specifically, the Superintendent shall post the notice of nondiscrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to the persons listed above, or which are otherwise used in connection with the recruitment of employees. (↔) ~~See AG 1422 and Form 1422F1 — Notice and Statement of Nondiscrimination. [END OF OPTION]~~

NOTIFICATION/REPORTS OF PROHIBITED CONDUCT

Any person may provide information to the CO(s) concerning conduct that reasonably may constitute Prohibited Conduct. Such information may be submitted in person, by mail, by telephone, or by electronic mail using the CO's(s') published contact information, or by any other means (oral or written) that results in the CO(s) receiving the information. Information may be provided at any time (including during non-work hours). ~~[] Anonymous reports may be submitted using () the online reporting form posted at _____ [insert the web address for the reporting form, or insert a hyperlink tied to the phrase "online reporting form"] [or] () the hotline reporting number (_____ [insert phone number]). [END OF OPTION]~~

All Board employees are required to notify the CO(s) of conduct that reasonably may constitute Prohibited Conduct. For the Board to fulfill its responsibilities under applicable Federal and/or State laws, if a Board employee has knowledge of conduct that reasonably may constitute Prohibited Conduct, the Board employee must notify the/a CO within two (2) days of learning the information or receiving the report. **[DRAFTING NOTE: The applicable statutes and regulations do not specify within how many days the Board employee must notify the CO of receiving notification/a report of Prohibited Conduct; Neola suggests "two (2) days". Alternatively, the Board could make this language more open-ended – e.g., "** * * must immediately/promptly notify the/a CO of such information or report."]** The Board employee must also comply with mandatory reporting responsibilities pursuant to Policy 8462 – Student Abuse and Neglect, if applicable. If the Board employee's knowledge about the alleged Prohibited Conduct is based on another individual bringing the information to the Board employee's attention, and the reporting individual submitted a written notification/report or complaint to the Board employee, the Board employee must provide the written notification/report or complaint to the CO.

Notification can be provided orally or in writing and should be as specific as possible. The person making the notification/report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a notification/report or complaint involves allegations of Prohibited Conduct by or involving the CO, the person making the report (i.e., providing the notification or filing the complaint) should submit it to the Superintendent or another Board employee who, in turn, will notify the Superintendent of the report/complaint. The Superintendent will then serve in place of the CO for purposes of addressing that report of Prohibited Conduct. **[DRAFTING NOTE: If the Superintendent is the CO, substitute "Board President" in place of "Superintendent."]**

When a Board employee notifies the CO of suspected Prohibited Conduct, the employee is required to report all known details about the alleged Prohibited Conduct including: (1) the name of the alleged respondent(s); (2) the person who experienced the alleged Prohibited Conduct (i.e., the complainant); (3) other persons involved in the alleged Prohibited Conduct (e.g., witnesses); and (4) any other relevant facts, such as date, time, and location. Failure to provide such notification may result in discipline, up to and including suspension or termination of employment.

Any allegations of misconduct not involving Prohibited Conduct as defined in this policy will be addressed through the procedures outlined in other Board policies ~~() and/or administrative guidelines~~ **[END OF OPTION]**, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

When a notification/report or complaint of Prohibited Conduct is made, the CO shall promptly (i.e., within two (2) days **[DRAFTING NOTE: The applicable laws and/or regulations do not define "promptly" or otherwise specify within how many days the contact has to be made; Neola suggests "two (2) days."]** of the CO's receipt of the notification/report or complaint of Prohibited Conduct) contact the purported 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 complaint, and explain to the complainant the process for filing a complaint. The CO is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the complainant or respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

GRIEVANCE PROCEDURES

Overview:

The Board adopts the following grievance procedures to provide for the prompt, effective, and equitable resolution of complaints made by employees, applicants, or other individuals who are participating or attempting to participate in the District's education programs or activities (i.e., members of the School District community and Third Parties), or by the CO alleging any act of Prohibited Conduct.

These grievance procedures shall be used for all complaints of Prohibited Conduct unless it involves conduct involving a student, in which case the grievance procedures set forth in Policy 2260 or Policy 5517.01 shall apply. These grievance procedures set forth the means for

investigating and resolving claims involving such Prohibited Conduct; in particular, the procedures provide a method for assessing – in a prompt, effective, and equitable manner – whether an applicable Federal or State law was violated and, if it was, how best to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.

Due to the sensitivity surrounding complaints of Prohibited Conduct, timelines are flexible for initiating the grievance procedures; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner.

[DRAFTING NOTE: Title VII of the Civil Rights Act of 1964 (“Title VII”) prohibits discrimination in employment. Specifically, it prohibits employment discrimination based on race, color, religion, sex, or national origin, and applies to employers with fifteen (15) or more employees. Title IX, on the other hand, specifically prohibits discrimination based on sex in education programs and activities that receive Federal financial assistance, including employment within those institutions. Title IX is addressed by Board Policy 2266 and AG 2266. While both laws aim to prevent sex-based discrimination in the workplace, Title VII applies more broadly to various types of employers, whereas Title IX is limited to educational institutions receiving Federal funds. Ultimately, both laws aim to ensure equal employment opportunities and protect individuals from discrimination. When a District Compliance Officer receives a complaint or notification of alleged misconduct involving sex discrimination (in particular, sexual harassment) that involves an employee complainant and an employee respondent, the District Compliance Officer should consult with the Title IX Coordinator and/or the Board’s Legal Counsel concerning which law – it may be both – the District will need to comply with when investigating the allegations.]

Under all circumstances, the CO shall offer and coordinate supportive measures, as appropriate, in accordance with this policy ~~() and AG 1422~~ **[END OF OPTION]**.

Complaints:

The following people may make a complaint of Prohibited Conduct – i.e., request that the District investigate and determine whether Prohibited Conduct occurred:

A. a “complainant,” which includes:

1. an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or
2. a person other than an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct at a time when that individual was participating or attempting to participate in the District’s education programs or activities;

B. an authorized legal representative with the legal right to act on behalf of a complainant;

C. the District Compliance Officer.

A person is entitled to make a complaint of unlawful harassment only if they themselves are alleged to have been subjected to the unlawful harassment, or if the CO initiates a complaint.

[DRAFTING NOTE: This paragraph emphasizes that in order for a person to file a complaint of unlawful harassment, the person has to have been subjected to the alleged misconduct directly or be a person who has a legal right to act on behalf of the person who was subjected to the alleged misconduct. This is consistent with the prior paragraph, where the complainant is identified as an employee who was “subjected to conduct that could constitute Prohibited Conduct.” The following paragraph, on the other hand, expands who can file a complaint – when the alleged Prohibited Conduct does not involve unlawful harassment, or the complaint involves allegations of retaliation – to persons who are aware of the alleged Prohibited Conduct, even if that person was not directly affected by or subject to the alleged Prohibited Conduct.]

With respect to complaints of Prohibited Conduct other than unlawful harassment, or complaints involving allegations of retaliation, in addition to the people listed above, the following persons have a right to make a complaint:

- A. any employee of the District; or
- B. any person other than an employee who was participating or attempting to participate in the District’s education programs or activities at the time of the alleged Prohibited Conduct.

The District may consolidate complaints of Prohibited Conduct against more than one (1) respondent, or by more than one (1) complainant against one (1) or more respondents, or by one (1) party against another party, when the allegations of Prohibited Conduct arise out of the same facts or circumstances. When more than one (1) complainant or more than one (1) respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

A person may file criminal charges simultaneously with filing a complaint. A person does not need to wait until the District’s internal grievance procedures are completed before filing a criminal complaint. Likewise, questions or complaints relating to alleged violations of applicable Federal or State laws may be filed with the U.S. Department of Education’s Office for Civil Rights, the U.S. Department of Justice’s Civil Rights Division, the U.S. Equal Employment Opportunity Commission, or the Michigan Department of Civil Rights, at any time based on the underlying statutory basis for the complaint.

Basic Requirements:

The District will treat complainants and respondents equitably.

All persons involved with implementing the grievance procedures and any other aspects of this Policy, including the District Compliance Officer, the investigator, the decisionmaker, and the appeal decisionmaker, (x) and the facilitator of the informal resolution process, **[END OF OPTION]** shall be free from any conflicts of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

[The CO may serve simultaneously as an investigator and/or a decisionmaker. **[END OF OPTION] [DRAFTING NOTE: Neola recommends the Board select this OPTION; note it is “may” (i.e., optional) so the CO can decide when to serve in both roles and when to designate one or more persons to perform these responsibilities in a given case.]**

If the CO does not intend to serve as the investigator/decisionmaker in a specific case, the CO shall designate one (1) or more administrators who are appropriately trained to serve in the role.

In circumstances when the CO and trained administrators do not have time/capacity to serve, or are prevented due to a conflict of interest, bias, or partiality, or other reasons impair the CO and other trained administrators from serving as an investigator/decisionmaker in a specific case, the CO shall in consultation with () and approval of **[END OF OPTION]** the Superintendent or ~~() Board~~ () Board President (as appropriate), **[END OF OPTION]** secure one (1) or more independent third parties to serve as the investigator and/or decisionmaker.

The District presumes that the respondent is not responsible for the alleged Prohibited Conduct until a determination is made at the conclusion of its grievance procedures.

Under ordinary circumstances, the Board expects to complete the major stages of the grievance procedures within the timeframe specified below:

A. **Evaluation** – The District Compliance Officer will determine whether to dismiss a complaint or investigate it within ten (10) **[INSERT AMOUNT]** days of receiving the complaint. **[DRAFTING NOTE: Neola recommends that the evaluation stage be completed within ten (10) days of the CO receiving notice of the complaint.]**

B. **Investigation** – The CO, or designated investigator/decisionmaker, shall ordinarily complete the investigation (i.e., collect relevant evidence that is not otherwise impermissible) and issue a Determination (i.e., consider the relevant and not otherwise impermissible evidence and decide whether Prohibited Conduct occurred) within twenty (20) **[INSERT AMOUNT]** days of the CO determining the charges require investigation. **[DRAFTING NOTE: Recognizing that it is important for investigations to be completed and Determinations issued in a prompt and equitable manner, Neola recommends that a school district typically complete an investigation and issue a Determination within twenty (20) days.]**

[DRAFTING NOTE: If the investigator/decisionmaker is someone other than the CO, upon written request from the investigator/decisionmaker, the CO should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. If the CO is the investigator/decisionmaker: upon written request from the CO, the Superintendent should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. In either situation, the administrator granting the extension should communicate to the parties the new deadline along with a rationale for the extension.]

If, however, the CO, or designated investigator/decisionmaker, determines that the investigation is going to take longer, the CO will so notify the parties () and the Superintendent **[END OF OPTION]** and will thereafter keep the parties () and the Superintendent **[END OF OPTION]** informed of the status of the matter on a regular

basis_____ [INSERT TIME PERIOD – E.G., BIWEEKLY OR REGULAR] basis.

- C. **Appeal** – A party filing an appeal of the CO’s decision to dismiss a complaint (), or the Determination, [END OF OPTION] must do so within five____ (5) [INSERT AMOUNT] days of receiving the Dismissal () or Determination [END OF OPTION]. [DRAFTING NOTE: Neola recommends the Board allow limited appeals based on the Determination. See DRAFTING NOTE below in the appeal section.]

The CO, or the Superintendent if the CO is the individual requesting an extension, may approve reasonable extensions of the preceding timeframes on a case-by-case basis for good cause with notice to the parties.

The District will take reasonable steps to protect the privacy of the parties and witnesses.] These steps will not restrict the ability of the parties to present evidence or otherwise participate in the grievance procedures. [END OF OPTION] The parties shall not engage in retaliation, including against witnesses.

The CO, or designated investigator/decisionmaker, shall objectively evaluate all evidence that is relevant and not otherwise impermissible — including both inculpatory and exculpatory evidence. Credibility determinations shall not be based on a person’s status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking such evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

- A. evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed voluntarily waived the privilege or confidentiality; and
- B. a party’s or witness’s records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party’s or witness’s voluntary, written consent for use in its grievance procedures.

Notice of Allegations:

Upon initiation of the Board’s grievance procedures, the District Compliance Officer shall notify the parties of the following:

- A. the Board’s grievance procedures () and informal resolution process [END OF OPTION] associated with claims involving Prohibited Conduct; [DRAFTING NOTE: Neola encourages the Board to include an 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 Prohibited Conduct, and the date(s) and location(s) of the alleged incident(s); and
- C. retaliation is prohibited.

Should the CO decide, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the CO will provide a supplemental written notice describing the additional allegations to be investigated.

Dismissal of a Complaint:

The CO may dismiss a complaint of Prohibited Conduct if:

- A. the District is unable to identify the respondent after taking reasonable steps to do so;
- B. the respondent is not participating in the District's education program or activity and is not employed by the Board;
- C. the complainant voluntarily withdraws any or all the allegations in the complaint, the CO declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute Prohibited Conduct even if proven; or
- D. the District determines the conduct alleged in the complaint, even if proven, would not constitute Prohibited Conduct. Before dismissing the complaint, the CO will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the CO will promptly notify, in writing, the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, the CO will also simultaneously notify, in writing, the respondent of the dismissal and the basis for the dismissal.

The CO will further notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of the complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the CO will also notify the respondent that the dismissal may be appealed.

Dismissals may be appealed on the following bases:

- A. procedural irregularity that would change the outcome;
- B. new evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
- C. the CO had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that would change the outcome.

If the dismissal is appealed, the CO will:

- A. notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;
- B. implement appeal procedures equally for the parties;

- C. ensure that the appeal decisionmaker did not take part in the original dismissal of the complaint;
- D. ensure that the appeal decisionmaker has been trained consistent with this Policy and AG 1422 ~~[END OF OPTION]~~;
- E. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
- F. notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the CO will, at a minimum:

- A. offer supportive measures to the complainant as appropriate;
- B. if the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
- C. take other prompt and effective steps, as appropriate, to ensure that Prohibited Conduct does not continue or recur within the District's education programs or activities.

[DRAFTING NOTE: Neola encourages the Board to select the following option so the CO can choose, in appropriate circumstances, to offer the parties the opportunity to participate in an informal resolution process, or to honor the parties' request to use an informal resolution process, to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.]

[OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Informal Resolution Process:

In lieu of resolving a complaint through the Board's formal grievance procedures, the parties may instead elect to participate in an informal resolution process. The District will not offer informal resolution to resolve a complaint when such a process would conflict with Federal, State, or local law.

[END OF OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Adding Allegations and/or Consolidating Complaints:

If, in the course of an investigation, the District decides to investigate additional allegations of Prohibited Conduct by the respondent toward the complainant that are not included in the original Notice of Allegations or to consolidate charges raised in a different complaint involving the same respondent, the CO will notify the parties of the additional allegations.

Investigation:

The District will provide for an adequate, reliable, and impartial investigation of complaints.

The burden is on the District — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether Prohibited Conduct occurred.

The CO, or the designated investigator/decisionmaker, will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The CO, or the designated investigator/decisionmaker, will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible, regardless of relevance.

Determination of Whether Prohibited Conduct Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the CO or designated investigator/decisionmaker will:

- A. Use the preponderance of the evidence standard of proof to determine whether Prohibited Conduct occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker, applying the applicable standard, is not persuaded by the relevant and not otherwise impermissible evidence that Prohibited Conduct occurred, regardless of the quantity of the evidence, the decisionmaker will not determine that Prohibited Conduct occurred. **[DRAFTING NOTE: While a board of education could elect to use the "clear and convincing" evidence standard of proof, Neola does not recommend it. If a board does select the "clear and convincing" standard, it should use it in all other comparable proceedings. Neola expects it will be a rare situation when a board chooses to use a clear and convincing standard of proof.]**
- B. Notify the parties, in writing, of the determination whether Prohibited Conduct occurred, including the rationale for such determination ~~(-), and the procedures and permissible bases for the complainant and respondent to appeal~~ **[END OF OPTION]**.
- C. Not impose discipline on a respondent for Prohibited Conduct unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in Prohibited Conduct.
- D. If there is a determination that Prohibited Conduct occurred, the CO will, as appropriate:
 1. 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 programs or activities limited or denied by the Prohibited Conduct;
 2. coordinate the imposition of any disciplinary sanctions on a respondent ~~(-), including notification to the complainant of any such disciplinary sanctions~~ **[END OF OPTION]**; and
 3. take other appropriate prompt and effective steps to ensure that the Prohibited Conduct does not continue or recur within the District's education programs or activities.
- E. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent.

- F. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement based solely on the determination of whether Prohibited Conduct occurred.

[DRAFTING NOTE: If the CO dismisses a complaint in the Evaluation stage (i.e., prior to commencing an investigation), the complainant may appeal as set forth above. Neola also recommends the Board include an appeal process related to the Determination.]

[] [OPTIONAL LANGUAGE - APPEAL OF DETERMINATION]

Appeal of Determinations:

If a party disagrees with the decisionmaker's determination as to whether Prohibited Conduct occurred, the party may file an appeal. Appeals must be submitted, in writing, within **five**____ (**5**) (**INSERT AMOUNT**) days of the appealing party's receipt of the Determination.

A party may appeal a Determination on the following bases:

- A. procedural irregularity that would change the outcome;
- B. new evidence that would change the outcome and that was not reasonably available when the investigation occurred and the Determination was made; and
- C. the CO, or the designated investigator/decisionmaker, had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome;

[DRAFTING NOTE: The Board may insert additional grounds on which an appeal may be filed.]

- D. ~~() the recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Prohibited Conduct).~~

- E. ~~() [OTHER] _____.~~

[] The complainant may not challenge the ultimate disciplinary sanction/consequence that is imposed. **[END OF OPTION]**

[DRAFTING NOTE: The following options are offered in case the Board wants the Superintendent to serve as the appeal decisionmaker or the Board wants to nominally be identified as the appeal decisionmaker but will be delegating the responsibility to a person who is properly trained. Neola does not recommend that the Board itself be named as the appeal decisionmaker because of the preference for the decisionmaker to be trained to render a decision. If the Board wants to serve as the appeal decisionmaker, it should discuss this issue with its Legal Counsel. Select OPTION 1 or OPTION 2 below.]

[] [OPTION 1]

~~The CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained (), as set forth in AG 1422 [END OF INTERNAL OPTION].~~

~~The CO has authority (), in consultation with () and approval of [END OF OPTION] the Superintendent or () Board () Board President (as appropriate), [END OF OPTIONS] to secure an independent Third Party to serve as the appeal decisionmaker.~~

~~[] In designating an appeal decisionmaker, the CO will work with the Board to identify and appoint an independent Third Party to serve as the appeal decisionmaker—this individual shall be considered to be the Board's designee and will submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO who will send it simultaneously to the parties. [END OF OPTIONAL SENTENCE]~~

~~[END OF OPTION 1]~~

x] [OPTION 2]

The Superintendent shall serve as the appeal decisionmaker, provided the Superintendent has not been otherwise involved in the grievance procedures (i.e., did not serve as the investigator/decisionmaker or informal resolution process facilitator) and is appropriately trained. If the Superintendent is not eligible to serve as the appeal decisionmaker, the CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained (), as set forth in AG 1422 [END OF INTERNAL OPTION].

[END OF OPTION 2]

[END OF OPTIONS]

If a party appeals the Determination, the CO will:

- A. notify the parties of the appeal;
- B. implement appeal procedures equally for the parties;
- C. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the Determination;
- D. provide the appeal decisionmaker with the relevant and not otherwise impermissible evidence and the Determination; and
- E. notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.

Parties Provided a Reasonable and Equal Opportunity to Make a Statement in Support of, or Challenging, the Dismissal (**x) or Determination [END OF OPTION]**

When a party files an appeal, the party must set forth the reason(s)/basis/bases for the appeal, and the other party will have five (5) [INSERT AMOUNT] days to provide the appeal

decisionmaker with a statement in support of their position. Once the decisionmaker receives the statement (or the deadline for filing such a statement expires), the appeal decisionmaker will have ten (10) [INSERT AMOUNT] days to issue a decision on the appeal.

[DRAFTING NOTE: Neola suggests any appeals should be filed within five (5) days of the parties receiving written notice of the Determination. Neola further suggests that the timeline for the other party submitting a statement be equivalent to the timeframe in which an appeal has to be filed. Finally, Neola suggests the appeal decisionmaker have ten (10) days from receipt of the statements to issue a decision.]

While a party appealing a Determination may argue the reason/basis for the appeal is that new evidence has been discovered/obtained that would change the outcome and that said new evidence was not reasonably available when the Determination was originally made, the party may not submit the new or additional evidence during the appeal process. Rather, the party appealing should identify/describe in detail the evidence, including how and when it was discovered/obtained, and explain why it was not reasonably available during the Investigation (i.e., prior to the Determination). If the appeal decisionmaker accepts the proffered explanation, the appeal decisionmaker should remand the case back to the investigator/decisionmaker (i.e., reopen the investigation) so the new evidence may be submitted and considered by the other party and the investigator/decisionmaker.

The appeal decisionmaker shall determine the outcome of the appeal based on the appeal decisionmaker's independent review of the record (i.e., the relevant and not otherwise impermissible evidence and the written determination) and the appeal decisionmaker's application of the law and Board policy to the facts in the record. The appeal decisionmaker must give due deference and due weight to the decisionmaker's factual findings and credibility determinations and should not overturn them unless non-testimonial extrinsic evidence in the record justifies a contrary conclusion or unless the record read in its entirety compels a contrary conclusion. Generally, the appeal decisionmaker is expected to uphold the original Determination unless the appeal decisionmaker concludes the original Determination is unlawful, unreasonable, or against the manifest weight of the evidence. Every reasonable presumption must be made in favor of the original Determination.

The appeal decisionmaker shall

[DRAFTING NOTE: The Board must select either OPTION 1 or OPTION 2 unless the Board appointed an independent Third Party to serve as the Board's appeal decisionmaker, in which case the Board should select OPTION 3.]

[OPTION 1]

simultaneously notify the parties, in writing, of the result of the appeal and the rationale for the outcome.

~~[END OF OPTION 1]~~

-

~~[OR]~~

[OPTION 2]

-

~~notify the CO, in writing, of the result of the appeal and the rationale for the outcome. The CO~~

~~will then simultaneously notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

-

~~[END OF OPTION 2]~~

-

~~[OR]~~

~~() [OPTION 3]~~

-

~~submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO, who will send it simultaneously to the parties. The appeal decision shall set forth the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

-

~~[END OF OPTION 3]~~

The appeal decisionmaker's ~~() Board's [END OF OPTION]~~ decision shall be final.

[END OF OPTIONAL LANGUAGE - APPEAL OF DETERMINATION]

Supportive Measures:

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education programs or activities or provide support during the grievance procedures and/or during the informal resolution process. For allegations of Prohibited Conduct other than prohibited harassment or retaliation, the District's provision of support measures does not require the District, Board employees, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory/retaliatory conduct for the purpose of providing a supportive measure.

The CO shall determine appropriate supportive measures on a case-by-case basis. Supportive measures may vary depending on what the CO deems to be reasonably available. Supportive measures may include, but are not limited to: modifications of work schedules, mutual restrictions on contact between the parties; changes in work locations; leaves of absence; increased security and monitoring of certain work settings; training related to Prohibited Conduct; ~~() referral to Employee Assistance Program; [END OF OPTION]~~ and other similar measures.

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties and/or the District's educational environment, or to provide support during the Board's grievance procedures or the informal resolution process.

The District will not impose such measures for punitive or disciplinary reasons.

The CO may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures, or at the conclusion of the informal resolution process, or the District may continue them beyond that point.

A party may seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

The District will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the District's education programs or activities, or as otherwise permitted under existing law and/or policy.

The Superintendent may place an employee respondent on administrative leave from employment responsibilities during the pendency of the Board's grievance procedures.

Disciplinary Sanctions and Remedies:

Following a determination that Prohibited Conduct occurred, the District may impose disciplinary sanctions, which may include:

- A. oral or written warning;
- B. written reprimands;
- C. required counseling;
- D. required training or education;
- E. demotion;
- F. suspension with pay;

[END OF OPTIONS]

- G. suspension without pay;
- H. termination; and
- I. any other sanction authorized by any applicable Board policy, Employee/Administrator Handbook, and/or collective bargaining agreement.

The District may also provide remedies, which may include disciplinary sanctions/consequences. The CO will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation and implement appropriate remedies in compliance with applicable due process procedures, whether statutory or contractual.

[DRAFTING NOTE: The Board should review applicable policy(ies)/administrative guidelines/employee handbooks to determine whether changes are needed to establish timelines associated with imposition of discipline as a result of possible delays caused by the Board implementing the preceding grievance procedures; likewise, the Board may need to discuss with union representatives how implementation of the grievance procedures may impact any disciplinary provisions contained in applicable collective bargaining (e.g., timelines, permitted attendees at investigative interviews, etc.).]

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging Prohibited Conduct or retaliation, or participates in an investigation, is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the U.S. Constitution, the Michigan Constitution, Federal or State law, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including initiating a disciplinary process against a person for a code of conduct violation that does not involve Prohibited Conduct but arises out of the same facts and circumstances as a complaint or information reported about possible Prohibited Conduct, for the purpose of interfering with the exercise of any right or privilege secured by Federal or State law constitutes retaliation. Retaliation against a person for making a complaint or participating in an investigation is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above. The District shall initiate its grievance procedures upon receiving any complaint alleging retaliation.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination that Prohibited Conduct occurred, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. The District will keep confidential the identity of any individual who has made a complaint of Prohibited Conduct, any complainant, any individual who has been reported to be the perpetrator of Prohibited Conduct, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of relevant Federal or State law or regulations, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the complainant's and respondent's receipt of the information to which they are entitled related to the investigation and determination of whether Prohibited Conduct occurred). All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the respondent must be provided the complainant's identity.

During an investigation, the CO or designated investigator/decisionmaker will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual

who is interviewed as part of an investigation is expected not to disclose to other members of the School District Community or Third Parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against Prohibited Conduct by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where Prohibited Conduct is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a respondent be found to have committed Prohibited Conduct based on expressive conduct that is protected by the First Amendment

Training

All employees, investigators, decisionmakers, facilitators of informal resolution process, the District Compliance Officer(s), and other persons who are responsible for implementing the Board's grievance procedures or have the authority to modify or terminate supportive measures shall receive training related to their duties under applicable Federal and State laws and this policy. ~~[] The training shall be provided promptly upon hiring or a change of position that alters their duties under this policy, and annually thereafter. [END OF OPTIONAL SENTENCE]~~ The training shall not rely on stereotypes involving Protected Classes.

] Training materials will be made available for inspection upon request by members of the public. **[END OF OPTION]**

Recordkeeping (including retention of investigatory records and materials)

The District Compliance Officer(s) is/are responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation. Records and materials associated with the implementation of this policy shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for the period set forth below, unless required to be maintained for a longer period pursuant to the District's records retention schedule.

[DRAFTING NOTE: For purposes of uniformity, Neola recommends that the Board use the same seven (7) year period for recordkeeping that is required by the 2020 Title IX regulations - see Board Policy 2266; if the Board selects a different timeframe for maintaining the below specified records, it should verify the time period selected is consistent with and/or reflected in its record retention schedule – see AG 8310.]

The District shall maintain for a period of seven (7) calendar years the following records:

- A. for each complaint of Prohibited Conduct, records documenting the informal resolution process and/or the grievance procedures followed and the resulting outcome;
- B. for each notification that the District Compliance Officer receives of information about conduct that reasonably may constitute Prohibited Conduct, records documenting the actions the District took to implement this policy; and
- C. all materials used to provide the training referenced above ~~()~~ and in AG 1422 **[END OF OPTION]**.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records, medical records).

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy including, but not limited to, District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, or facilitator of the informal resolution process.

The Board also retains discretion to appoint two (2) or more persons to jointly fulfill the role of District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process.

The Superintendent may delegate functions assigned to a specific Board employee under this policy including, but not limited to, the functions assigned to the District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process to any suitably qualified individual, and such delegation may be rescinded by the Superintendent at any time.

[DRAFTING NOTE: The following option expressly sets forth authority that the Board has, regardless of whether it is included in this policy, but is offered for those boards of education that may want to affirmatively communicate to/address these issues for readers of this policy.]

Discretion in Application

The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific complainant and/or respondent.

Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible that unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

[END OF OPTION]

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Legal

- M.C.L. 37.2101 et seq., 37.1101 et seq.
- 20 U.S.C. 1092(F)(6)(A)(v)
- 20 U.S.C. 1232g
- 20 U.S.C. Section 1681, Title IX of Education Amendment Act
- 20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
- 20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
- 29 C.F.R. Part 1635
- 29 U.S.C. 201 et seq., The Fair Labor Standards Act ("FLSA")
- 29 U.S.C. 218d, PUMP for Nursing Mothers Act ("PUMP Act")
- 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
- 29 U.S.C. 701 et seq. (in particular 794), Rehabilitation Act of 1973, as amended
- 34 C.F.R. Part 110 (7/27/93)
- 38 U.S.C. Chapter 43 4301-4335 (see in particular 4311(a) [prohibits discrimination based on military service] and 4312 [reemployment rights]), Uniformed Services Employment and Reemployment Rights Act ("USERRA")
- 42 U.S.C. 1983
- 42 U.S.C. 2000d et seq.
- 42 U.S.C. 2000e et seq., Civil Rights Act of 1964 (e.g., Title VI and Title VII), as amended by the Pregnancy Discrimination Act
- 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
- 42 U.S.C. 2000gg, Pregnant Workers Fairness Act ("PWFA")

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

Fourteenth Amendment, U.S. Constitution



Book Policy Manual

Section Vol. 40, No. 1 - Nondiscrimination - September 2025 ISD

Title Vol. 40, No. 1 - Nondiscrimination - September 2025 Rescind ANTI-HARASSMENT

Code po1662

Status From Neola

Rescind Policy - Vol. 40, No. 1

~~1662~~ ANTI-HARASSMENT

General Policy Statement

~~It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.~~

~~The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, ancestry, or genetic information (collectively, Protected Classes) that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment) and encourages those within the School District community, as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.~~

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and where appropriate, the person(s) who committed the unlawful harassment.~~

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State recognized holidays).

Bullying

Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

Harassment means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working, and/or

learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266—Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment that may reasonably embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.
- H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
- J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise

creates a hostile work environment.

- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of sexual battery. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working, and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an

educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

[DRAFTING NOTE: Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s) /ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the District's website () and:

- A. () in the parent and staff handbooks.
- B. () in the School District Annual Report to the public.
- C. () on each individual school's website.
- D. () in the School District's calendar.
- E. () _____.

The Compliance Officer(s) () is () are **[END OF OPTION]** responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District level official. Upon receipt of a report of alleged harassment, one (1) of the Compliance Officers(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment) or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to one (1) of the Compliance Officer(s) within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to one (1) of the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected

to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, a Compliance Officer or designee must contact the Complainant if age eighteen (18) or older, or the Complainant's parents/guardians if the Complainant is under the age of eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Members of the School District community, along with Third Parties, are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with one (1) of the Compliance Officer(s) within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior, and/or harassment in accordance with Policy 5517.01—Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior, and/or harassment to a Compliance Officer who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Investigation and Complaint Procedure (See Form 1662 F1)

Except for Sexual Harassment that is covered by Policy 2266—Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party (e.g., visitor to the District) who believes that they have been subjected to unlawful harassment or retaliation may seek resolution of the complaint through either the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights and/or Equal Employment Opportunity Commission (EEOC).

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the allegedly harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer(s) are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one (1) of the Compliance Officer(s); and/or 3) to the Superintendent or other District level employee.

All informal complaints must be reported to one (1) of the Compliance Officer(s) who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The Board's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one (1) or more of the following:

- A. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.
- B. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint and, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to a Compliance Officer/designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement, including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer/designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti Harassment Policy. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer/designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer's recommendations must be based upon the totality of the circumstances. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/designee, the Superintendent must either issue a written decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

OR

A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's receipt of the Superintendent's decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided with the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and Third Parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action, up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Education and Training

In support of this Anti Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation which may include, but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after the fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for

~~violations of this policy;~~

- ~~I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;~~
- ~~J. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;~~
- ~~K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;~~
- ~~L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);~~
- ~~M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;~~

~~{DRAFTING NOTE: The following options should be selected if the District concludes that the following items are not adequately encompassed in the preceding paragraphs.}~~

- ~~N. () documentation of any training provided to District personnel related to this policy including, but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**~~
- ~~O. () documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~
- ~~P. () copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~
- ~~Q. () copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;~~
- ~~R. () copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.~~

~~The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law — e.g., student records and confidential medical records.~~

~~The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.~~

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Legal

- 20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
- 29 C.F.R. Part 1635
- 29 U.S.C. 621 et seq, Age Discrimination in Employment Act of 1967
- 29 U.S.C. 794, Rehabilitation Act of 1973, as amended
- 42 U.S.C. 1983
- 42 U.S.C. 2000e et seq.
- 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
- 42 U.S.C. 6101, The Age Discrimination Act of 1975
- 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
- Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.
- The Handicappers Civil Rights Act, M.C.L. 37.1101 et seq.
- The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.
- Policies on Bullying, Michigan State Board of Education, 7-19-01
- Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006
- National School Boards Association Inquiry and Analysis May 2008



Book	Policy Manual
Section	Vol. 40, No. 1 - Nondiscrimination - September 2025 ISD
Title	Vol. 40, No. 1 - Nondiscrimination - September 2025 Rescind NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE
Code	po3122.02
Status	From Neola
Adopted	November 17, 2010
Last Revised	February 15, 2012

Rescind Policy - Vol. 40, No. 1

3122.02 — NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE

~~The Board of Education prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of his/her genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.~~

~~In accordance with the Genetic Information Nondiscrimination Act (GINA), the Board shall not request, require or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with this Act, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.~~

~~[] The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information.~~

~~"Genetic information," as defined by GINA, means information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.~~

~~If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider it shall be treated as a confidential medical record in accordance with law.~~

~~The Superintendent shall appoint a compliance officer who shall be responsible for overseeing the District's compliance with Federal regulations and promptly dealing with any inquiries or complaints. S/He shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members and that all District requests for health related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:~~

~~The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.~~

~~[] The District offers health services, () including a wellness program. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to his/her health services providers, but only genetic information in aggregate form will be provided to the Board.~~

~~[NOTE: It should be noted that any sections of the District's collective bargaining agreements dealing with terms and conditions of employment should contain a statement of nondiscrimination similar to that in the Board's statement above.]~~

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Legal

29 C.F.R. Part 1635

42 U.S.C. 2000ff et seq., The Genetic Information
Nondiscrimination Act



Book	Policy Manual
Section	Board Review Non-Discrim Fall 2025
Title	Vol. 40, No. 1 - Nondiscrimination - September 2025 Replacement NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT
Code	po3122
Status	
Adopted	January 16, 2013
Last Revised	August 20, 2025

Replacement Policy - Vol. 40, No. 1

3122 - NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation; and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, Protected Classes) in its programs and activities, including employment opportunities.

The Board is committed to providing a work environment that is free from Prohibited Conduct, responding promptly and effectively when it has knowledge of conduct that reasonably may constitute Prohibited Conduct, and addressing Prohibited Conduct in its education programs or activities. This commitment applies to all District operations and this policy applies to Prohibited Conduct occurring within or as a part of the District's education programs and activities, whether on school property or at another location during an activity sponsored by the Board.

Persons who commit Prohibited Conduct are subject to the full range of disciplinary sanctions set forth in this policy.

The Board will provide persons who have experienced Prohibited Conduct with ongoing remedies as reasonably necessary to restore or preserve access to the District's education programs or activities.

All school employees share responsibility for avoiding, discouraging, and reporting any form of Prohibited Conduct.

The Board will take immediate action to address the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging Prohibited Conduct, or has participated in the below-described grievance procedures.
- B. Filing a malicious or knowingly false report or complaint of Prohibited Conduct.
- C. Disregarding, failing to appropriately address, or delaying action to appropriately address allegations of Prohibited Conduct when responsibility for reporting and/or investigating such charges comprises part of one's administrative/supervisory duties.

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Bullying means: any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult, that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment; or unreasonably interfere with the individual's work performance or participation. It may involve: (a) threats; (b) intimidation; (c) stalking; (d) cyberstalking; (e) cyberbullying; (f) physical violence; (g) theft; (h) sexual, religious, or racial harassment; (i) public humiliation; or (j) destruction of property. Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees, and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal and/or State civil rights laws. Ordinary teasing, horseplay, arguments, and peer conflict do not constitute bullying for purposes of this policy.

Complainant means: an employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or a person, other than an employee, who is alleged to have been subjected to conduct that could constitute Prohibited Conduct and who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

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 Prohibited Conduct.

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., days that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Disciplinary sanctions means: consequences imposed on a respondent following a determination that the respondent engaged in Prohibited Conduct.

Education programs or activities refer to: all the District's operations including, but not limited to, in-person and online/remote educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all programs and activities operated by the Board on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off school property/grounds but over which the District asserts disciplinary authority (e.g., at off-campus activities sponsored by the Board).

Exculpatory evidence means: evidence that is favorable to a respondent because it helps excuse, justify, or absolve a respondent of alleged wrongdoing and tends to establish that a respondent did not engage in Prohibited Conduct.

Genetic information means: information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.

Harassment means: any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against an employee that (a) places the employee in reasonable fear of harm to their person or damage to their property; (b) has the effect of substantially interfering with the employee's work performance; or (c) has the effect of substantially disrupting the orderly operation of a school. Each of the following types of harassment involves unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's protected characteristic(s) and has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

A. Age Harassment means: harassment based on negative perceptions about older workers. It also includes harassment based on stereotypes about older workers, even if they are not motivated by animus, such as pressuring an older employee to transfer to a job that is less technology-focused because of the perception that older workers are not well-suited to such work or encouraging an older employee to retire.

B. Disability Harassment means: harassment based upon a person's disability and includes harassment based upon stereotypes about individuals with disabilities in general or about an individual's particular disability. It also includes harassment based on traits or characteristics linked to an individual's disability, such as how the person speaks, looks, or moves. For example, negative comments about an individual's speech patterns, movement, physical impairments, or defects/appearances, or the like. Disability-based harassment includes: (a) harassment because an individual requests or receives reasonable accommodation; (b) harassment because an individual is regarded as having an impairment, even if the individual does not have an actual disability, or a record of disability; (c) harassment because an individual has a record of a disability, even if the individual currently does not have a disability; and (d) harassment based on the disability of an individual with whom the employee is associated. Finally, disability-based harassment may occur where conduct is directed at or pertains to a person's genetic

information.

- C. **National Origin/Ancestry Harassment** means: harassment due to a person's (or their ancestor's) place of origin. Such harassing conduct can include ethnic slurs or epithets, derogatory comments about individuals of a particular nationality, and use of stereotypes about a person's national origin. Additionally, it can include harassment regarding traits or characteristics linked to an individual's national origin, such as physical characteristics, ethnic or cultural characteristics or customs (e.g., surnames, attire, or diet), or linguistic characteristics (e.g., a person's manner of speaking, non-English language accent, or a lack of fluency in English).
- D. **Race/Color Harassment** means: unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's race or color and has the purpose or effect of interfering with the individual's work performance; or creating an intimidating, hostile, or offensive work environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.
- E. **Religious (Creed) Harassment** means: harassment based on a person's surname, religion (including atheism or lack of religious belief), religious traditions and practices, or religious dress/clothing, and includes making offensive comments about the same. It also includes religious slurs or epithets, harassing conduct based on religious stereotypes, and harassment associated with a person's request for and/or receipt of religious accommodation. Religious harassment also involves explicitly or implicitly coercing an employee to engage in religious practices at work.
- F. **Sexual Harassment** means (for purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964): unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment; (b) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of interfering with the individual's work performance; or creating an intimidating, hostile, or offensive working environment. Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.
1. Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.
 2. Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:
 - a. Conduct of a sexualized nature, such as unwanted conduct expressing sexual attraction or involving sexual activity (e.g., unwelcome sexual propositions, invitations, solicitations, and flirtations; unwanted physical and/or sexual contact, including unwelcome and inappropriate touching, patting, or pinching (x)); and obscene gestures [END OF OPTION].

- b. Sexual attention or sexual coercion, such as demands or pressure for sexual favors (e.g., threats or insinuations that a person's employment, wages, or other conditions of employment may be adversely affected by not submitting to sexual advances; giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship; leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin).
- c. Rape, sexual assault, or other acts of sexual violence.
- d. Discussing or displaying visual depictions of sex acts or sexual remarks (e.g., unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, texts, etc.; sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings or literature placed in the work environment; asking or telling about sexual fantasies, sexual preferences, or sexual activities; speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history).
- e. A consensual sexual relationship where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- f. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.
- g. Non-sexual conduct based on sex, such as sex-based epithets; sexist comments (such as remarks that women do not belong in management or that men do not belong in the nursing profession); or facially sex-neutral offensive conduct motivated by sex (such as bullying directed toward employees of one sex).
- h. Harassment based on pregnancy, childbirth, or related medical condition, which may include issues pertaining to lactation, using or not using contraception, or deciding whether to have, or not to have, an abortion.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be objectively offensive (a reasonable person would find it hostile or abusive), subjectively offensive (the complainant actually perceived it as abusive), and either sufficiently severe (a single extremely serious incident) or pervasive (a pattern of behavior), such that it adversely affects, limits, or denies an individual's employment, or creates a hostile or abusive employment environment.

Inculpatory evidence means: evidence that links a respondent to alleged wrongdoing and tends to establish a respondent engaged in Prohibited Conduct (i.e., has culpability).

Military status means: a person's past, current, or future membership, service, or obligation in a uniformed service (e.g., Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, Public Health Service Commissioned Corps, and National Oceanic and Atmospheric Administration Commissioned Officer Corps). Service in the uniformed services also means the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It further includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

Party means: a complainant or respondent.

Pregnancy, childbirth, or related medical conditions means:

- A. "Pregnancy" and "childbirth" refer to the pregnancy or childbirth of a specific employee and include, but are not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).
- B. "Related medical conditions" are medical conditions relating to the pregnancy or childbirth of a specific employee, and may include termination of pregnancy, including via miscarriage, stillbirth, or abortion; ectopic pregnancy; preterm labor; pelvic prolapse; nerve injuries; cesarean or perineal wound infection; maternal cardiometabolic disease; gestational diabetes; preeclampsia; HELLP (hemolysis, elevated liver enzymes and low platelets) syndrome; hyperemesis gravidarum; anemia; endometriosis; sciatica; lumbar lordosis; carpal tunnel syndrome; chronic migraines; dehydration; hemorrhoids; nausea or vomiting; edema of the legs, ankles, feet, or fingers; high blood pressure; infection; antenatal (during pregnancy) anxiety, depression, or psychosis; postpartum depression, anxiety, or psychosis; frequent urination; incontinence; loss of balance; vision changes; varicose veins; changes in hormone levels; vaginal bleeding; menstruation; and lactation and conditions related to lactation, such as low milk supply, engorgement, plugged ducts, mastitis, or fungal infections. The preceding list of related medical conditions is not exhaustive.

Prohibited Conduct means: unlawful discrimination or harassment based on a person's Protected Class(es) or retaliation. Such misconduct involves a violation of Federal and/or State civil rights laws.

Relevant means: related to the allegations of Prohibited Conduct under investigation as part of the Board's grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged Prohibited Conduct occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged Prohibited Conduct occurred.

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 programs or activities limited or denied by Prohibited Conduct. 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 Prohibited Conduct occurred.

Respondent means: a person who is alleged to have engaged in Prohibited Conduct.

Retaliation means: intimidation, threats, coercion, or discrimination against any person by the District, a student, a Board employee, or any other person authorized by the Board to provide aid, benefit, or service under the District's education programs or activities, for the purpose of interfering with any right or privilege secured by Federal or State law, 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 applicable Federal or State laws or regulations.

School District community means: students and Board employees (i.e., administrators and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Supportive measures means: non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge to the complainant or the respondent before or after making a report or filing a complaint. Such measures are designed to restore or preserve that party's access to the District's education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter Prohibited Conduct. Supportive measures may include modifications of work schedules, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain work settings; training related to Prohibited Conduct, ~~() referral to Employee Assistance Program, [END OF OPTION]~~ and other similar measures.

Third Parties means: guests and/or visitors on District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Pregnancy, Childbirth, and Related Medical Conditions

The Board will not discriminate against an employee based on the person's current pregnancy, potential or intent to become pregnant, past pregnancy, or medical condition related to pregnancy or childbirth, or because the person uses birth control, or has had or not had an abortion.

Additionally, the Board will provide a reasonable accommodation to an employee's known limitation related to pregnancy, childbirth, or a related medical condition, unless the accommodation will cause the District undue hardship.

The Board will treat pregnancy, childbirth, and related medical conditions as any other temporary medical conditions for all job-related purposes, including commencement, duration, and extensions of leave; accrual of seniority and any other benefit or service; reinstatement; and under any fringe benefit offered to employees by virtue of employment.

The Board will provide reasonable break time for an employee to express breast milk while at work for the first year after the employee's child's birth. The Board will provide the employee with a space, other than a bathroom, that is clean, shielded from view, free from intrusion from coworkers and the public, and which the employee can use as needed to express breast milk. See Board Policy 6700 – Fair Labor Standards Act.

Nondiscrimination Based on Employee's Genetic Information

The Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of the individual's genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.

In accordance with the Genetic Information Nondiscrimination Act ("GINA"), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with GINA, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.

[] The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information. **[END OF OPTION]**

If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider, it shall be treated as a confidential medical record in accordance with law.

The District Compliance Officer (see below) shall be responsible for overseeing the District's compliance with applicable Federal regulations and promptly dealing with any inquiries or complaints. The District Compliance Officer or designee shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the Americans with Disabilities Act ("ADA") or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical

research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

~~[] The District offers health services (), including a wellness program [END OF INTERNAL OPTION]. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to the person's health services providers, but only genetic information in aggregate form will be provided to the Board. [END OF OPTION]~~

District Compliance Officer(s)

[DRAFTING NOTES:

- 1. Neola suggests the Board appoint both a male and a female to serve as the District Compliance Officers. By appointing two (2) District Compliance Officers, there should always be a District Compliance Officer available to address a claim that pertains to the other District Compliance Officer. If, however, the Board appoints more than one (1) District Compliance Officer, Neola recommends that it designate one (1) of the District Compliance Officers to retain ultimate oversight over the assigned responsibilities and ensure the Board's consistent compliance with its responsibilities under applicable Federal and State laws that prohibit unlawful discrimination/harassment based on protected classes and retaliation. Alternatively, the Board could appoint a District Compliance Officer and one (1) or more persons to assist the District Compliance Officer with performance of the responsibilities identified in this policy and its accompanying administrative guidelines. Often the person(s) designated to assist a District Compliance Officer is/are called Deputy or Assistant Compliance Officer(s). If the Board elects this alternative approach, it would designate a District Compliance Officer for purposes of this policy, and then designate the other position(s) through its AG. The person(s) in the alternative support role(s) will need to be trained in the same manner as the District Compliance Officer (see AG 1422).**
- 2. The Board must list in this policy either the Name(s) or Title(s) of the District Compliance Officer(s); while the Board may list both the Name(s) and Title(s), Neola suggests that the Board only list the Title(s) in this policy (so the Board does not need to revise/amend the policy whenever there is a change in the actual person(s) holding the designated position(s)), but list both the Name(s) and Title(s) in the requisite notices/postings (e.g., website) and publications (e.g., handbooks). The District will also need to decide whether to list the Name(s) and Title(s), or just the Title(s), in Administrative Guideline 1422 if the District elects to identify the District Compliance Officer in the AG (see DRAFTING NOTE in the AG; again, if the District lists the Name(s) and Title(s), it will need to remember to update the AG whenever there is a change in the actual person(s) holding the designated position(s). No matter what, the Board will need to amend its policy and update its AG, requisite notices/postings, and publications, whenever it changes the Title of the position(s) designated to serve as the District Compliance Officer(s).**

- 3. Reminder: Whenever a new person begins to serve as the District Compliance Officer (or in a support role to the District Compliance Officer), the District needs to make sure the new person is appropriately trained, in a timely manner, to fulfill the responsibilities of the position to which the person is assigned.]**

[END OF DRAFTING NOTES]

The Board designates and authorizes the following individual(s) to coordinate its efforts to comply with the Board's responsibilities under Federal and State laws that prohibit discrimination, including harassment, based on Protected Classes and retaliation (also known as "Civil Rights Coordinator(s)" or "Anti-Harassment Compliance Officer(s)") (hereinafter referred to as the "District Compliance Officer(s)" or "CO(s)"):

John VanHoesen
Human Resource Coordinator
1790 East Packard Highway
Charlotte, MI 48813
517.541.8722
jvanhoesen@eatonresa.org

Kelly Hager
Technical Assistance Provider & Maple Valley Special Ed Director
1790 East Packard Highway
Charlotte, MI 48813
517.541.8723/517.852.9275
khager@eatonresa.org

[DRAFTING NOTE: The District may want to create a static (i.e., fixed) District Compliance Officer -specific email address and phone number that will not change when the person(s) and/or position(s) designated to be the CO(s) change(s) – e.g., CO4CivilRights@(insert District's domain) – which the Technology Director/Department can program to be forwarded to the actual individual(s) serving as the District Compliance Officer(s) at any given time. Likewise, the District may want to establish a static Telephone Number for the position of District Compliance Officer that can be forwarded to, and accessed by, the actual person(s) serving in the CO position(s) at any given time. These two (2) steps will help reduce the information that needs to be updated in policy, AG, and/or the requisite notices/postings and publications when changes occur to the specific person(s)/position(s) designated to serve as the CO(s).]

x] The Board designates the Superintendent **[DRAFTING NOTE: Insert Name and/or Title of the District Compliance Officer who is ultimately responsible for the District's compliance with its responsibilities under Federal and State laws that prohibit discrimination/harassment based on Protected Classes and retaliation as the individual who is ultimately responsible for oversight over the Board's compliance with applicable Federal and State laws and regulations that prohibit discrimination based on the basis of Protected Classes and retaliation. [END OF OPTION]**

] The District Compliance Officer may delegate specific duties to one (1) or more designees. **[END OF OPTION]**

The contact information concerning the District Compliance Officer(s) will be published on the School District's website. ~~() and annually [END OF OPTION].~~

- A. ~~() in parent/student and staff handbooks.~~
- B. ~~() in the School District Annual Report to the public.~~
- C. ~~() on each individual school's website.~~
- D. ~~() in the School District's calendar.~~
- E. ~~() _____.~~

[DRAFTING NOTE: The Board may want to select the following option when the Superintendent is not the CO. While Neola recognizes that this may not always be possible, it may be preferable to have the CO be someone other than the Superintendent because then – if the CO serves as the investigator and decisionmaker – the Superintendent can serve as the appeal decisionmaker or the facilitator for the informal resolution process.]

] The District Compliance Officer(s) shall report directly to the Superintendent except when the Superintendent is a party to a complaint (i.e., either the complainant or the respondent). Under such circumstances, the CO(s) shall report directly to **[SELECT ONE OF THE FOLLOWING]** the Board President ~~() the Board's Legal Counsel () _____~~ ~~[OTHER] [END OF INTERNAL OPTIONS]~~ until the matter in which the Superintendent is a party is concluded. **[END OF OPTION]**

Questions about this policy ~~() and AG 1422 [END OF OPTION]~~ should be directed to the District Compliance Officer(s).

The CO(s) is/are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, harassment, retaliation, or denial of equal opportunity/access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), Genetic Information Nondiscrimination Act (GINA), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. ~~[] Any sections of the District's collective bargaining agreements dealing with hiring, promotion, demotion, discipline, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement set forth above. [END OF OPTION] [] In addition, as practical, gender-specific terms should be eliminated from such contracts. [END OF OPTION]~~ Copies of the laws and regulations listed above are available upon request from the CO(s).

The CO(s) will be available during regular work hours to discuss concerns related to Prohibited Conduct, to assist employees, other members of the District community, and third parties who seek support or advice when informing another individual about Prohibited Conduct, including

unwelcome conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The CO(s) shall monitor the District's education programs and activities for barriers to reporting information about conduct that reasonably may constitute Prohibited Conduct pursuant to Federal and/or State laws that prohibit discrimination/harassment based on the basis of a Protected Class/Category and retaliation, and take steps reasonably calculated to address such barriers.

Notice of Nondiscrimination

The Superintendent shall provide a notice of nondiscrimination to students, parents, guardians, or other authorized legal representatives of elementary and secondary students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the Board. Specifically, the Superintendent shall post the notice of nondiscrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to the persons listed above, or which are otherwise used in connection with the recruitment of employees. (↔) ~~See AG 1422 and Form 1422F1 — Notice and Statement of Nondiscrimination. [END OF OPTION]~~

NOTIFICATION/REPORTS OF PROHIBITED CONDUCT

Any person may provide information to the CO(s) concerning conduct that reasonably may constitute Prohibited Conduct. Such information may be submitted in person, by mail, by telephone, or by electronic mail using the CO's(s') published contact information, or by any other means (oral or written) that results in the CO(s) receiving the information. Information may be provided at any time (including during non-work hours). ~~[] Anonymous reports may be submitted using () the online reporting form posted at _____ [insert the web address for the reporting form, or insert a hyperlink tied to the phrase "online reporting form"] [or] () the hotline reporting number (_____ [insert phone number]). [END OF OPTION]~~

All Board employees are required to notify the CO(s) of conduct that reasonably may constitute Prohibited Conduct. For the Board to fulfill its responsibilities under applicable Federal and/or State laws, if a Board employee has knowledge of conduct that reasonably may constitute Prohibited Conduct, the Board employee must notify the/a CO within two (2) days of learning the information or receiving the report. **[DRAFTING NOTE: The applicable statutes and regulations do not specify within how many days the Board employee must notify the CO of receiving notification/a report of Prohibited Conduct; Neola suggests "two (2) days". Alternatively, the Board could make this language more open-ended – e.g., "** * * must immediately/promptly notify the/a CO of such information or report."]** The Board employee must also comply with mandatory reporting responsibilities pursuant to Policy 8462 – Student Abuse and Neglect, if applicable. If the Board employee's knowledge about the alleged Prohibited Conduct is based on another individual bringing the information to the Board employee's attention, and the reporting individual submitted a written notification/report or complaint to the Board employee, the Board employee must provide the written notification/report or complaint to the CO.

Notification can be provided orally or in writing and should be as specific as possible. The person making the notification/report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a notification/report or complaint involves allegations of Prohibited Conduct by or involving the CO, the person making the report (i.e., providing the notification or filing the complaint) should submit it to the Superintendent or another Board employee who, in turn, will notify the Superintendent of the report/complaint. The Superintendent will then serve in place of the CO for purposes of addressing that report of Prohibited Conduct. **[DRAFTING NOTE: If the Superintendent is the CO, substitute "Board President" in place of "Superintendent."]**

When a Board employee notifies the CO of suspected Prohibited Conduct, the employee is required to report all known details about the alleged Prohibited Conduct including: (1) the name of the alleged respondent(s); (2) the person who experienced the alleged Prohibited Conduct (i.e., the complainant); (3) other persons involved in the alleged Prohibited Conduct (e.g., witnesses); and (4) any other relevant facts, such as date, time, and location. Failure to provide such notification may result in discipline, up to and including suspension or termination of employment.

Any allegations of misconduct not involving Prohibited Conduct as defined in this policy will be addressed through the procedures outlined in other Board policies ~~() and/or administrative guidelines~~ **[END OF OPTION]**, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

When a notification/report or complaint of Prohibited Conduct is made, the CO shall promptly (i.e., within two (2) days **[DRAFTING NOTE: The applicable laws and/or regulations do not define "promptly" or otherwise specify within how many days the contact has to be made; Neola suggests "two (2) days."]** of the CO's receipt of the notification/report or complaint of Prohibited Conduct) contact the purported 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 complaint, and explain to the complainant the process for filing a complaint. The CO is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the complainant or respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

GRIEVANCE PROCEDURES

Overview:

The Board adopts the following grievance procedures to provide for the prompt, effective, and equitable resolution of complaints made by employees, applicants, or other individuals who are participating or attempting to participate in the District's education programs or activities (i.e., members of the School District community and Third Parties), or by the CO alleging any act of Prohibited Conduct.

These grievance procedures shall be used for all complaints of Prohibited Conduct unless it involves conduct involving a student, in which case the grievance procedures set forth in Policy 2260 or Policy 5517.01 shall apply. These grievance procedures set forth the means for

investigating and resolving claims involving such Prohibited Conduct; in particular, the procedures provide a method for assessing – in a prompt, effective, and equitable manner – whether an applicable Federal or State law was violated and, if it was, how best to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.

Due to the sensitivity surrounding complaints of Prohibited Conduct, timelines are flexible for initiating the grievance procedures; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner.

[DRAFTING NOTE: Title VII of the Civil Rights Act of 1964 (“Title VII”) prohibits discrimination in employment. Specifically, it prohibits employment discrimination based on race, color, religion, sex, or national origin, and applies to employers with fifteen (15) or more employees. Title IX, on the other hand, specifically prohibits discrimination based on sex in education programs and activities that receive Federal financial assistance, including employment within those institutions. Title IX is addressed by Board Policy 2266 and AG 2266. While both laws aim to prevent sex-based discrimination in the workplace, Title VII applies more broadly to various types of employers, whereas Title IX is limited to educational institutions receiving Federal funds. Ultimately, both laws aim to ensure equal employment opportunities and protect individuals from discrimination. When a District Compliance Officer receives a complaint or notification of alleged misconduct involving sex discrimination (in particular, sexual harassment) that involves an employee complainant and an employee respondent, the District Compliance Officer should consult with the Title IX Coordinator and/or the Board’s Legal Counsel concerning which law – it may be both – the District will need to comply with when investigating the allegations.]

Under all circumstances, the CO shall offer and coordinate supportive measures, as appropriate, in accordance with this policy ~~() and AG 1422~~ **[END OF OPTION]**.

Complaints:

The following people may make a complaint of Prohibited Conduct – i.e., request that the District investigate and determine whether Prohibited Conduct occurred:

A. a “complainant,” which includes:

1. an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or
2. a person other than an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct at a time when that individual was participating or attempting to participate in the District’s education programs or activities;

B. an authorized legal representative with the legal right to act on behalf of a complainant;

C. the District Compliance Officer.

A person is entitled to make a complaint of unlawful harassment only if they themselves are alleged to have been subjected to the unlawful harassment, or if the CO initiates a complaint.

[DRAFTING NOTE: This paragraph emphasizes that in order for a person to file a complaint of unlawful harassment, the person has to have been subjected to the alleged misconduct directly or be a person who has a legal right to act on behalf of the person who was subjected to the alleged misconduct. This is consistent with the prior paragraph, where the complainant is identified as an employee who was “subjected to conduct that could constitute Prohibited Conduct.” The following paragraph, on the other hand, expands who can file a complaint – when the alleged Prohibited Conduct does not involve unlawful harassment, or the complaint involves allegations of retaliation – to persons who are aware of the alleged Prohibited Conduct, even if that person was not directly affected by or subject to the alleged Prohibited Conduct.]

With respect to complaints of Prohibited Conduct other than unlawful harassment, or complaints involving allegations of retaliation, in addition to the people listed above, the following persons have a right to make a complaint:

- A. any employee of the District; or
- B. any person other than an employee who was participating or attempting to participate in the District’s education programs or activities at the time of the alleged Prohibited Conduct.

The District may consolidate complaints of Prohibited Conduct against more than one (1) respondent, or by more than one (1) complainant against one (1) or more respondents, or by one (1) party against another party, when the allegations of Prohibited Conduct arise out of the same facts or circumstances. When more than one (1) complainant or more than one (1) respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

A person may file criminal charges simultaneously with filing a complaint. A person does not need to wait until the District’s internal grievance procedures are completed before filing a criminal complaint. Likewise, questions or complaints relating to alleged violations of applicable Federal or State laws may be filed with the U.S. Department of Education’s Office for Civil Rights, the U.S. Department of Justice’s Civil Rights Division, the U.S. Equal Employment Opportunity Commission, or the Michigan Department of Civil Rights, at any time based on the underlying statutory basis for the complaint.

Basic Requirements:

The District will treat complainants and respondents equitably.

All persons involved with implementing the grievance procedures and any other aspects of this Policy, including the District Compliance Officer, the investigator, the decisionmaker, and the appeal decisionmaker, (x) and the facilitator of the informal resolution process, **[END OF OPTION]** shall be free from any conflicts of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

[The CO may serve simultaneously as an investigator and/or a decisionmaker. **[END OF OPTION] [DRAFTING NOTE: Neola recommends the Board select this OPTION; note it is “may” (i.e., optional) so the CO can decide when to serve in both roles and when to designate one or more persons to perform these responsibilities in a given case.]**

If the CO does not intend to serve as the investigator/decisionmaker in a specific case, the CO shall designate one (1) or more administrators who are appropriately trained to serve in the role.

In circumstances when the CO and trained administrators do not have time/capacity to serve, or are prevented due to a conflict of interest, bias, or partiality, or other reasons impair the CO and other trained administrators from serving as an investigator/decisionmaker in a specific case, the CO shall in consultation with () and approval of **[END OF OPTION]** the Superintendent or ~~() Board~~ () Board President (as appropriate), **[END OF OPTION]** secure one (1) or more independent third parties to serve as the investigator and/or decisionmaker.

The District presumes that the respondent is not responsible for the alleged Prohibited Conduct until a determination is made at the conclusion of its grievance procedures.

Under ordinary circumstances, the Board expects to complete the major stages of the grievance procedures within the timeframe specified below:

- A. **Evaluation** – The District Compliance Officer will determine whether to dismiss a complaint or investigate it within ten (10) **[INSERT AMOUNT]** days of receiving the complaint. **[DRAFTING NOTE: Neola recommends that the evaluation stage be completed within ten (10) days of the CO receiving notice of the complaint.]**

- B. **Investigation** – The CO, or designated investigator/decisionmaker, shall ordinarily complete the investigation (i.e., collect relevant evidence that is not otherwise impermissible) and issue a Determination (i.e., consider the relevant and not otherwise impermissible evidence and decide whether Prohibited Conduct occurred) within twenty (20) **[INSERT AMOUNT]** days of the CO determining the charges require investigation. **[DRAFTING NOTE: Recognizing that it is important for investigations to be completed and Determinations issued in a prompt and equitable manner, Neola recommends that a school district typically complete an investigation and issue a Determination within twenty (20) days.]**

[DRAFTING NOTE: If the investigator/decisionmaker is someone other than the CO, upon written request from the investigator/decisionmaker, the CO should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. If the CO is the investigator/decisionmaker: upon written request from the CO, the Superintendent should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. In either situation, the administrator granting the extension should communicate to the parties the new deadline along with a rationale for the extension.]

If, however, the CO, or designated investigator/decisionmaker, determines that the investigation is going to take longer, the CO will so notify the parties () and the Superintendent **[END OF OPTION]** and will thereafter keep the parties () and the Superintendent **[END OF OPTION]** informed of the status of the matter on a regular

basis_____ [INSERT TIME PERIOD – E.G., BIWEEKLY OR REGULAR] basis.

- C. **Appeal** – A party filing an appeal of the CO’s decision to dismiss a complaint (), or the Determination, [END OF OPTION] must do so within five____ (5) [INSERT AMOUNT] days of receiving the Dismissal () or Determination [END OF OPTION]. [DRAFTING NOTE: Neola recommends the Board allow limited appeals based on the Determination. See DRAFTING NOTE below in the appeal section.]

The CO, or the Superintendent if the CO is the individual requesting an extension, may approve reasonable extensions of the preceding timeframes on a case-by-case basis for good cause with notice to the parties.

The District will take reasonable steps to protect the privacy of the parties and witnesses.] These steps will not restrict the ability of the parties to present evidence or otherwise participate in the grievance procedures. [END OF OPTION] The parties shall not engage in retaliation, including against witnesses.

The CO, or designated investigator/decisionmaker, shall objectively evaluate all evidence that is relevant and not otherwise impermissible — including both inculpatory and exculpatory evidence. Credibility determinations shall not be based on a person’s status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking such evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

- A. evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed voluntarily waived the privilege or confidentiality; and
- B. a party’s or witness’s records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party’s or witness’s voluntary, written consent for use in its grievance procedures.

Notice of Allegations:

Upon initiation of the Board’s grievance procedures, the District Compliance Officer shall notify the parties of the following:

- A. the Board’s grievance procedures () and informal resolution process [END OF OPTION] associated with claims involving Prohibited Conduct; [DRAFTING NOTE: Neola encourages the Board to include an 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 Prohibited Conduct, and the date(s) and location(s) of the alleged incident(s); and
- C. retaliation is prohibited.

Should the CO decide, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the CO will provide a supplemental written notice describing the additional allegations to be investigated.

Dismissal of a Complaint:

The CO may dismiss a complaint of Prohibited Conduct if:

- A. the District is unable to identify the respondent after taking reasonable steps to do so;
- B. the respondent is not participating in the District's education program or activity and is not employed by the Board;
- C. the complainant voluntarily withdraws any or all the allegations in the complaint, the CO declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute Prohibited Conduct even if proven; or
- D. the District determines the conduct alleged in the complaint, even if proven, would not constitute Prohibited Conduct. Before dismissing the complaint, the CO will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the CO will promptly notify, in writing, the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, the CO will also simultaneously notify, in writing, the respondent of the dismissal and the basis for the dismissal.

The CO will further notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of the complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the CO will also notify the respondent that the dismissal may be appealed.

Dismissals may be appealed on the following bases:

- A. procedural irregularity that would change the outcome;
- B. new evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
- C. the CO had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that would change the outcome.

If the dismissal is appealed, the CO will:

- A. notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;
- B. implement appeal procedures equally for the parties;

- C. ensure that the appeal decisionmaker did not take part in the original dismissal of the complaint;
- D. ensure that the appeal decisionmaker has been trained consistent with this Policy and AG 1422 ~~[END OF OPTION]~~;
- E. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
- F. notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the CO will, at a minimum:

- A. offer supportive measures to the complainant as appropriate;
- B. if the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
- C. take other prompt and effective steps, as appropriate, to ensure that Prohibited Conduct does not continue or recur within the District's education programs or activities.

[DRAFTING NOTE: Neola encourages the Board to select the following option so the CO can choose, in appropriate circumstances, to offer the parties the opportunity to participate in an informal resolution process, or to honor the parties' request to use an informal resolution process, to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.]

[OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Informal Resolution Process:

In lieu of resolving a complaint through the Board's formal grievance procedures, the parties may instead elect to participate in an informal resolution process. The District will not offer informal resolution to resolve a complaint when such a process would conflict with Federal, State, or local law.

[END OF OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Adding Allegations and/or Consolidating Complaints:

If, in the course of an investigation, the District decides to investigate additional allegations of Prohibited Conduct by the respondent toward the complainant that are not included in the original Notice of Allegations or to consolidate charges raised in a different complaint involving the same respondent, the CO will notify the parties of the additional allegations.

Investigation:

The District will provide for an adequate, reliable, and impartial investigation of complaints.

The burden is on the District — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether Prohibited Conduct occurred.

The CO, or the designated investigator/decisionmaker, will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The CO, or the designated investigator/decisionmaker, will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible, regardless of relevance.

Determination of Whether Prohibited Conduct Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the CO or designated investigator/decisionmaker will:

- A. Use the preponderance of the evidence standard of proof to determine whether Prohibited Conduct occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker, applying the applicable standard, is not persuaded by the relevant and not otherwise impermissible evidence that Prohibited Conduct occurred, regardless of the quantity of the evidence, the decisionmaker will not determine that Prohibited Conduct occurred. **[DRAFTING NOTE: While a board of education could elect to use the "clear and convincing" evidence standard of proof, Neola does not recommend it. If a board does select the "clear and convincing" standard, it should use it in all other comparable proceedings. Neola expects it will be a rare situation when a board chooses to use a clear and convincing standard of proof.]**
- B. Notify the parties, in writing, of the determination whether Prohibited Conduct occurred, including the rationale for such determination ~~(-), and the procedures and permissible bases for the complainant and respondent to appeal~~ **[END OF OPTION]**.
- C. Not impose discipline on a respondent for Prohibited Conduct unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in Prohibited Conduct.
- D. If there is a determination that Prohibited Conduct occurred, the CO will, as appropriate:
 1. 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 programs or activities limited or denied by the Prohibited Conduct;
 2. coordinate the imposition of any disciplinary sanctions on a respondent ~~(-), including notification to the complainant of any such disciplinary sanctions~~ **[END OF OPTION]**; and
 3. take other appropriate prompt and effective steps to ensure that the Prohibited Conduct does not continue or recur within the District's education programs or activities.
- E. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent.

- F. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement based solely on the determination of whether Prohibited Conduct occurred.

[DRAFTING NOTE: If the CO dismisses a complaint in the Evaluation stage (i.e., prior to commencing an investigation), the complainant may appeal as set forth above. Neola also recommends the Board include an appeal process related to the Determination.]

[] [OPTIONAL LANGUAGE - APPEAL OF DETERMINATION]

Appeal of Determinations:

If a party disagrees with the decisionmaker's determination as to whether Prohibited Conduct occurred, the party may file an appeal. Appeals must be submitted, in writing, within **five**____ (**5**) (**INSERT AMOUNT**) days of the appealing party's receipt of the Determination.

A party may appeal a Determination on the following bases:

- A. procedural irregularity that would change the outcome;
- B. new evidence that would change the outcome and that was not reasonably available when the investigation occurred and the Determination was made; and
- C. the CO, or the designated investigator/decisionmaker, had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome;

[DRAFTING NOTE: The Board may insert additional grounds on which an appeal may be filed.]

- D. ~~() the recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Prohibited Conduct).~~

- E. ~~() [OTHER] _____.~~

[] The complainant may not challenge the ultimate disciplinary sanction/consequence that is imposed. **[END OF OPTION]**

[DRAFTING NOTE: The following options are offered in case the Board wants the Superintendent to serve as the appeal decisionmaker or the Board wants to nominally be identified as the appeal decisionmaker but will be delegating the responsibility to a person who is properly trained. Neola does not recommend that the Board itself be named as the appeal decisionmaker because of the preference for the decisionmaker to be trained to render a decision. If the Board wants to serve as the appeal decisionmaker, it should discuss this issue with its Legal Counsel. Select OPTION 1 or OPTION 2 below.]

[] [OPTION 1]

~~The CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained (), as set forth in AG 1422 [END OF INTERNAL OPTION].~~

~~The CO has authority (), in consultation with () and approval of [END OF OPTION] the Superintendent or () Board () Board President (as appropriate), [END OF OPTIONS] to secure an independent Third Party to serve as the appeal decisionmaker.~~

~~[] In designating an appeal decisionmaker, the CO will work with the Board to identify and appoint an independent Third Party to serve as the appeal decisionmaker—this individual shall be considered to be the Board's designee and will submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO who will send it simultaneously to the parties. [END OF OPTIONAL SENTENCE]~~

~~[END OF OPTION 1]~~

x] [OPTION 2]

The Superintendent shall serve as the appeal decisionmaker, provided the Superintendent has not been otherwise involved in the grievance procedures (i.e., did not serve as the investigator/decisionmaker or informal resolution process facilitator) and is appropriately trained. If the Superintendent is not eligible to serve as the appeal decisionmaker, the CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained (), as set forth in AG 1422 [END OF INTERNAL OPTION].

[END OF OPTION 2]

[END OF OPTIONS]

If a party appeals the Determination, the CO will:

- A. notify the parties of the appeal;
- B. implement appeal procedures equally for the parties;
- C. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the Determination;
- D. provide the appeal decisionmaker with the relevant and not otherwise impermissible evidence and the Determination; and
- E. notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.

Parties Provided a Reasonable and Equal Opportunity to Make a Statement in Support of, or Challenging, the Dismissal (**x) or Determination [END OF OPTION]**

When a party files an appeal, the party must set forth the reason(s)/basis/bases for the appeal, and the other party will have five (5) [INSERT AMOUNT] days to provide the appeal

decisionmaker with a statement in support of their position. Once the decisionmaker receives the statement (or the deadline for filing such a statement expires), the appeal decisionmaker will have ten (10) **[INSERT AMOUNT]** days to issue a decision on the appeal.

[DRAFTING NOTE: Neola suggests any appeals should be filed within five (5) days of the parties receiving written notice of the Determination. Neola further suggests that the timeline for the other party submitting a statement be equivalent to the timeframe in which an appeal has to be filed. Finally, Neola suggests the appeal decisionmaker have ten (10) days from receipt of the statements to issue a decision.]

While a party appealing a Determination may argue the reason/basis for the appeal is that new evidence has been discovered/obtained that would change the outcome and that said new evidence was not reasonably available when the Determination was originally made, the party may not submit the new or additional evidence during the appeal process. Rather, the party appealing should identify/describe in detail the evidence, including how and when it was discovered/obtained, and explain why it was not reasonably available during the Investigation (i.e., prior to the Determination). If the appeal decisionmaker accepts the proffered explanation, the appeal decisionmaker should remand the case back to the investigator/decisionmaker (i.e., reopen the investigation) so the new evidence may be submitted and considered by the other party and the investigator/decisionmaker.

The appeal decisionmaker shall determine the outcome of the appeal based on the appeal decisionmaker's independent review of the record (i.e., the relevant and not otherwise impermissible evidence and the written determination) and the appeal decisionmaker's application of the law and Board policy to the facts in the record. The appeal decisionmaker must give due deference and due weight to the decisionmaker's factual findings and credibility determinations and should not overturn them unless non-testimonial extrinsic evidence in the record justifies a contrary conclusion or unless the record read in its entirety compels a contrary conclusion. Generally, the appeal decisionmaker is expected to uphold the original Determination unless the appeal decisionmaker concludes the original Determination is unlawful, unreasonable, or against the manifest weight of the evidence. Every reasonable presumption must be made in favor of the original Determination.

The appeal decisionmaker shall

[DRAFTING NOTE: The Board must select either OPTION 1 or OPTION 2 unless the Board appointed an independent Third Party to serve as the Board's appeal decisionmaker, in which case the Board should select OPTION 3.]

[OPTION 1]

simultaneously notify the parties, in writing, of the result of the appeal and the rationale for the outcome.

~~**[END OF OPTION 1]**~~

-

~~**[OR]**~~

~~**[OPTION 2]**~~

-

~~notify the CO, in writing, of the result of the appeal and the rationale for the outcome. The CO~~

~~will then simultaneously notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

-

~~[END OF OPTION 2]~~

-

~~[OR]~~

~~() [OPTION 3]~~

-

~~submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO, who will send it simultaneously to the parties. The appeal decision shall set forth the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

-

~~[END OF OPTION 3]~~

The (x) appeal decisionmaker's ~~() Board's [END OF OPTION]~~ decision shall be final.

[END OF OPTIONAL LANGUAGE - APPEAL OF DETERMINATION]

Supportive Measures:

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education programs or activities or provide support during the grievance procedures and/or during the informal resolution process. For allegations of Prohibited Conduct other than prohibited harassment or retaliation, the District's provision of support measures does not require the District, Board employees, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory/retaliatory conduct for the purpose of providing a supportive measure.

The CO shall determine appropriate supportive measures on a case-by-case basis. Supportive measures may vary depending on what the CO deems to be reasonably available. Supportive measures may include, but are not limited to: modifications of work schedules, mutual restrictions on contact between the parties; changes in work locations; leaves of absence; increased security and monitoring of certain work settings; training related to Prohibited Conduct; ~~() referral to Employee Assistance Program; [END OF OPTION]~~ and other similar measures.

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties and/or the District's educational environment, or to provide support during the Board's grievance procedures or the informal resolution process.

The District will not impose such measures for punitive or disciplinary reasons.

The CO may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures, or at the conclusion of the informal resolution process, or the District may continue them beyond that point.

A party may seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

The District will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the District's education programs or activities, or as otherwise permitted under existing law and/or policy.

The Superintendent may place an employee respondent on administrative leave from employment responsibilities during the pendency of the Board's grievance procedures.

Disciplinary Sanctions and Remedies:

Following a determination that Prohibited Conduct occurred, the District may impose disciplinary sanctions, which may include:

- A. oral or written warning;
- B. written reprimands;
- C. required counseling;
- D. required training or education;
- E. demotion;
- F. suspension with pay;

[END OF OPTIONS]

- G. suspension without pay;
- H. termination; and
- I. any other sanction authorized by any applicable Board policy, Employee/Administrator Handbook, and/or collective bargaining agreement.

The District may also provide remedies, which may include disciplinary sanctions/consequences. The CO will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation and implement appropriate remedies in compliance with applicable due process procedures, whether statutory or contractual.

[DRAFTING NOTE: The Board should review applicable policy(ies)/administrative guidelines/employee handbooks to determine whether changes are needed to establish timelines associated with imposition of discipline as a result of possible delays caused by the Board implementing the preceding grievance procedures; likewise, the Board may need to discuss with union representatives how implementation of the grievance procedures may impact any disciplinary provisions contained in applicable collective bargaining (e.g., timelines, permitted attendees at investigative interviews, etc.).]

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging Prohibited Conduct or retaliation, or participates in an investigation, is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the U.S. Constitution, the Michigan Constitution, Federal or State law, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including initiating a disciplinary process against a person for a code of conduct violation that does not involve Prohibited Conduct but arises out of the same facts and circumstances as a complaint or information reported about possible Prohibited Conduct, for the purpose of interfering with the exercise of any right or privilege secured by Federal or State law constitutes retaliation. Retaliation against a person for making a complaint or participating in an investigation is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above. The District shall initiate its grievance procedures upon receiving any complaint alleging retaliation.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination that Prohibited Conduct occurred, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. The District will keep confidential the identity of any individual who has made a complaint of Prohibited Conduct, any complainant, any individual who has been reported to be the perpetrator of Prohibited Conduct, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of relevant Federal or State law or regulations, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the complainant's and respondent's receipt of the information to which they are entitled related to the investigation and determination of whether Prohibited Conduct occurred). All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the respondent must be provided the complainant's identity.

During an investigation, the CO or designated investigator/decisionmaker will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual

who is interviewed as part of an investigation is expected not to disclose to other members of the School District Community or Third Parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against Prohibited Conduct by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where Prohibited Conduct is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a respondent be found to have committed Prohibited Conduct based on expressive conduct that is protected by the First Amendment

Training

All employees, investigators, decisionmakers, facilitators of informal resolution process, the District Compliance Officer(s), and other persons who are responsible for implementing the Board's grievance procedures or have the authority to modify or terminate supportive measures shall receive training related to their duties under applicable Federal and State laws and this policy. ~~[] The training shall be provided promptly upon hiring or a change of position that alters their duties under this policy, and annually thereafter. [END OF OPTIONAL SENTENCE]~~ The training shall not rely on stereotypes involving Protected Classes.

] Training materials will be made available for inspection upon request by members of the public. **[END OF OPTION]**

Recordkeeping (including retention of investigatory records and materials)

The District Compliance Officer(s) is/are responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation. Records and materials associated with the implementation of this policy shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for the period set forth below, unless required to be maintained for a longer period pursuant to the District's records retention schedule.

[DRAFTING NOTE: For purposes of uniformity, Neola recommends that the Board use the same seven (7) year period for recordkeeping that is required by the 2020 Title IX regulations - see Board Policy 2266; if the Board selects a different timeframe for maintaining the below specified records, it should verify the time period selected is consistent with and/or reflected in its record retention schedule – see AG 8310.]

The District shall maintain for a period of seven (7) calendar years the following records:

- A. for each complaint of Prohibited Conduct, records documenting the informal resolution process and/or the grievance procedures followed and the resulting outcome;
- B. for each notification that the District Compliance Officer receives of information about conduct that reasonably may constitute Prohibited Conduct, records documenting the actions the District took to implement this policy; and
- C. all materials used to provide the training referenced above ~~()~~ and in AG 1422 **[END OF OPTION]**.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records, medical records).

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy including, but not limited to, District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, or facilitator of the informal resolution process.

The Board also retains discretion to appoint two (2) or more persons to jointly fulfill the role of District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process.

The Superintendent may delegate functions assigned to a specific Board employee under this policy including, but not limited to, the functions assigned to the District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process to any suitably qualified individual, and such delegation may be rescinded by the Superintendent at any time.

[DRAFTING NOTE: The following option expressly sets forth authority that the Board has, regardless of whether it is included in this policy, but is offered for those boards of education that may want to affirmatively communicate to/address these issues for readers of this policy.]

Discretion in Application

The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific complainant and/or respondent.

Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible that unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

[END OF OPTION]

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Legal

- M.C.L. 37.2101 et seq., 37.1101 et seq.
- 20 U.S.C. 1092(F)(6)(A)(v)
- 20 U.S.C. 1232g
- 20 U.S.C. Section 1681, Title IX of Education Amendment Act
- 20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
- 20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
- 29 C.F.R. Part 1635
- 29 U.S.C. 201 et seq., The Fair Labor Standards Act ("FLSA")
- 29 U.S.C. 218d, PUMP for Nursing Mothers Act ("PUMP Act")
- 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
- 29 U.S.C. 701 et seq. (in particular 794), Rehabilitation Act of 1973, as amended
- 34 C.F.R. Part 110 (7/27/93)
- 38 U.S.C. Chapter 43 4301-4335 (see in particular 4311(a) [prohibits discrimination based on military service] and 4312 [reemployment rights]), Uniformed Services Employment and Reemployment Rights Act ("USERRA")
- 42 U.S.C. 1983
- 42 U.S.C. 2000d et seq.
- 42 U.S.C. 2000e et seq., Civil Rights Act of 1964 (e.g., Title VI and Title VII), as amended by the Pregnancy Discrimination Act
- 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
- 42 U.S.C. 2000gg, Pregnant Workers Fairness Act ("PWFA")

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

Fourteenth Amendment, U.S. Constitution



Book	Policy Manual
Section	Vol. 40, No. 1 - Nondiscrimination - September 2025 ISD
Title	Vol. 40, No. 1 - Nondiscrimination - September 2025 Rescind ANTI-HARASSMENT
Code	po3362
Status	From Neola

Rescind Policy - Vol. 40, No. 1

~~3362~~ — ANTI-HARASSMENT

General Policy Statement

~~It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.~~

~~The Board will vigorously enforce its prohibition against harassment based on race, color, national origin, sex (including sexual orientation and gender identity), disability, age (except as authorized by law), religion, height, weight, marital or family status, military status, ancestry, or genetic information (collectively, Protected Classes) that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment) and encourages those within the School District community, as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.~~

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and where appropriate, the person(s) who committed the unlawful harassment.~~

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday—Friday, excluding State-recognized holidays).

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior including any threatening, insulting, or dehumanizing gesture by an adult or student that is severe or pervasive enough to create an

intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

Harassment means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266—Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment that may reasonably embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.
- H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
- J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

- L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of sexual battery. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working, and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancstry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning

environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

[DRAFTING NOTE: Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s)/ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's website () and:

- A. () in the parent and staff handbooks.
- B. () in the School District Annual Report to the public.
- C. () on each individual school's website.
- D. () in the School District's calendar.
- E. () _____.

The Compliance Officer(s) () is () are **[END OF OPTION]** responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment) or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to a Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to a Compliance Officer within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to

stop the harassment unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, a Compliance Officer or designee must contact the Complainant if age eighteen (18) or older, or the Complainant's parents/guardians if the Complainant is under the age of eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Members of the School District community along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with a Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior, and/or harassment in accordance with Policy 5517.01 — Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior, and/or harassment to the Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Investigation and Complaint Procedure (See Form 3362-F1)

Except for Sexual Harassment that is covered by Policy 2266 — Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee or other member of the School District community or Third Party (e.g., visitor to the District) who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights and/or Equal Employment Opportunity Commission (EEOC).

Informal Complaint Procedure

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the allegedly harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A complainant may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one (1) of the Compliance Officers; and/or 3) to the Superintendent or other District level employee.

All informal complaints must be reported to one (1) of the Compliance Officers who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The Board's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one (1) or more of the following:

- A. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.
- B. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to a Compliance Officer/designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer/designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer/designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer's recommendations must be based upon the totality of the circumstances. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's written decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a written decision as described above.

[] The decision of the Superintendent shall be final.

OR

[] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's receipt of the Superintendent's decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

[] The parties may be represented, at their own cost, at any of the above described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided with the Complainant's identity.

During the course of a formal investigation, the Compliance Officer/designee will instruct all members of the School District community and Third Parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

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Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

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Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability, or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has

reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Education and Training

In support of this Anti Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation which may include, but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after the fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including

~~transitory notes whose content is otherwise memorialized in other documents;~~

- ~~H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;~~
- ~~I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;~~
- ~~J. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;~~
- ~~K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;~~
- ~~L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);~~
- ~~M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;~~

~~**{DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.}**~~

- ~~N. documentation of any training provided to District personnel related to this policy including, but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **{REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.}**~~
- ~~O. documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~
- ~~P. copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~
- ~~Q. copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;~~

~~R. () copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.~~

~~The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law — e.g., student records and confidential medical records.~~

~~The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.~~

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Legal

- 29 C.F.R. Part 1635
- 20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
- 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
- 29 U.S.C. 794, Rehabilitation Act of 1973, as amended
- 42 U.S.C. 1983
- 42 U.S.C. 2000e et seq.
- 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
- 42 U.S.C. 6101, The Age Discrimination Act of 1975
- 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
- Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.
- The Handicappers Civil Rights Act, M.C.L. 37.1101 et seq.
- The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.
- Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Policies on Bullying, Michigan State Board of Education, 7-19-01
- Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006
- National School Boards Association Inquiry and Analysis May 2008



Book	Policy Manual
Section	Vol. 40, No. 1 - Nondiscrimination - September 2025 ISD
Title	Vol. 40, No. 1 - Nondiscrimination - September 2025 Rescind NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE
Code	po4122.02
Status	From Neola
Adopted	November 17, 2010
Last Revised	February 15, 2012

Rescind Policy - Vol. 40, No. 1

4122.02 — NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE

~~The Board of Education prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of his/her genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.~~

~~In accordance with the Genetic Information Nondiscrimination Act (GINA), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with this Act, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.~~

~~[] The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information.~~

~~"Genetic information," as defined by GINA, means information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.~~

~~If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider it shall be treated as a confidential medical record in accordance with law.~~

~~The Superintendent shall appoint a compliance officer who shall be responsible for overseeing the District's compliance with Federal regulations and promptly dealing with any inquiries or complaints. S/He shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:~~

~~The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.~~

~~[] The District offers health services (), including a wellness program **[END OF OPTION]**. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to his/her health services providers, but only genetic information in aggregate form will be provided to the Board. **[END OF OPTIONAL PARAGRAPH]**~~

~~[NOTE: It should be noted that any sections of the District's collective bargaining agreements dealing with terms and conditions of employment should contain a statement of nondiscrimination similar to that in the Board's statement above.]~~

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Legal

29 C.F.R. Part 1635

42 U.S.C. 2000ff et seq., The Genetic Information
Nondiscrimination Act



Book	Policy Manual
Section	Board Review Non-Discrim Fall 2025
Title	Vol. 40, No. 1 - Nondiscrimination - September 2025 Replacement NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT
Code	po4122
Status	
Adopted	January 16, 2013
Last Revised	August 20, 2025

Replacement Policy - Vol. 40, No. 1

4122 - NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation; and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, Protected Classes) in its programs and activities, including employment opportunities.

The Board is committed to providing a work environment that is free from Prohibited Conduct, responding promptly and effectively when it has knowledge of conduct that reasonably may constitute Prohibited Conduct, and addressing Prohibited Conduct in its education programs or activities. This commitment applies to all District operations and this policy applies to Prohibited Conduct occurring within or as a part of the District's education programs and activities, whether on school property or at another location during an activity sponsored by the Board.

Persons who commit Prohibited Conduct are subject to the full range of disciplinary sanctions set forth in this policy.

The Board will provide persons who have experienced Prohibited Conduct with ongoing remedies as reasonably necessary to restore or preserve access to the District's education programs or activities.

All school employees share responsibility for avoiding, discouraging, and reporting any form of Prohibited Conduct.

The Board will take immediate action to address the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging Prohibited Conduct, or has participated in the below-described grievance procedures.
- B. Filing a malicious or knowingly false report or complaint of Prohibited Conduct.
- C. Disregarding, failing to appropriately address, or delaying action to appropriately address allegations of Prohibited Conduct when responsibility for reporting and/or investigating such charges comprises part of one's administrative/supervisory duties.

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Bullying means: any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult, that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment; or unreasonably interfere with the individual's work performance or participation. It may involve: (a) threats; (b) intimidation; (c) stalking; (d) cyberstalking; (e) cyberbullying; (f) physical violence; (g) theft; (h) sexual, religious, or racial harassment; (i) public humiliation; or (j) destruction of property. Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees, and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal and/or State civil rights laws. Ordinary teasing, horseplay, arguments, and peer conflict do not constitute bullying for purposes of this policy.

Complainant means: an employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or a person, other than an employee, who is alleged to have been subjected to conduct that could constitute Prohibited Conduct and who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

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 Prohibited Conduct.

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., days that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Disciplinary sanctions means: consequences imposed on a respondent following a determination that the respondent engaged in Prohibited Conduct.

Education programs or activities refer to: all the District's operations including, but not limited to, in-person and online/remote educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all programs and activities operated by the Board on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off school property/grounds but over which the District asserts disciplinary authority (e.g., at off-campus activities sponsored by the Board).

Exculpatory evidence means: evidence that is favorable to a respondent because it helps excuse, justify, or absolve a respondent of alleged wrongdoing and tends to establish that a respondent did not engage in Prohibited Conduct.

Genetic information means: information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.

Harassment means: any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against an employee that (a) places the employee in reasonable fear of harm to their person or damage to their property; (b) has the effect of substantially interfering with the employee's work performance; or (c) has the effect of substantially disrupting the orderly operation of a school. Each of the following types of harassment involves unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's protected characteristic(s) and has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

A. Age Harassment means: harassment based on negative perceptions about older workers. It also includes harassment based on stereotypes about older workers, even if they are not motivated by animus, such as pressuring an older employee to transfer to a job that is less technology-focused because of the perception that older workers are not well-suited to such work or encouraging an older employee to retire.

B. Disability Harassment means: harassment based upon a person's disability and includes harassment based upon stereotypes about individuals with disabilities in general or about an individual's particular disability. It also includes harassment based on traits or characteristics linked to an individual's disability, such as how the person speaks, looks, or moves. For example, negative comments about an individual's speech patterns, movement, physical impairments, or defects/appearances, or the like. Disability-based harassment includes: (a) harassment because an individual requests or receives reasonable accommodation; (b) harassment because an individual is regarded as having an impairment, even if the individual does not have an actual disability, or a record of disability; (c) harassment because an individual has a record of a disability, even if the individual currently does not have a disability; and (d) harassment based on the disability of an individual with whom the employee is associated. Finally, disability-based harassment may occur where conduct is directed at or pertains to a person's genetic

information.

- C. **National Origin/Ancestry Harassment** means: harassment due to a person's (or their ancestor's) place of origin. Such harassing conduct can include ethnic slurs or epithets, derogatory comments about individuals of a particular nationality, and use of stereotypes about a person's national origin. Additionally, it can include harassment regarding traits or characteristics linked to an individual's national origin, such as physical characteristics, ethnic or cultural characteristics or customs (e.g., surnames, attire, or diet), or linguistic characteristics (e.g., a person's manner of speaking, non-English language accent, or a lack of fluency in English).
- D. **Race/Color Harassment** means: unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's race or color and has the purpose or effect of interfering with the individual's work performance; or creating an intimidating, hostile, or offensive work environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.
- E. **Religious (Creed) Harassment** means: harassment based on a person's surname, religion (including atheism or lack of religious belief), religious traditions and practices, or religious dress/clothing, and includes making offensive comments about the same. It also includes religious slurs or epithets, harassing conduct based on religious stereotypes, and harassment associated with a person's request for and/or receipt of religious accommodation. Religious harassment also involves explicitly or implicitly coercing an employee to engage in religious practices at work.
- F. **Sexual Harassment** means (for purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964): unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment; (b) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of interfering with the individual's work performance; or creating an intimidating, hostile, or offensive working environment. Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.
1. Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.
 2. Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:
 - a. Conduct of a sexualized nature, such as unwanted conduct expressing sexual attraction or involving sexual activity (e.g., unwelcome sexual propositions, invitations, solicitations, and flirtations; unwanted physical and/or sexual contact, including unwelcome and inappropriate touching, patting, or pinching (x)); and obscene gestures [END OF OPTION].

- b. Sexual attention or sexual coercion, such as demands or pressure for sexual favors (e.g., threats or insinuations that a person's employment, wages, or other conditions of employment may be adversely affected by not submitting to sexual advances; giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship; leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin).
- c. Rape, sexual assault, or other acts of sexual violence.
- d. Discussing or displaying visual depictions of sex acts or sexual remarks (e.g., unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, texts, etc.; sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings or literature placed in the work environment; asking or telling about sexual fantasies, sexual preferences, or sexual activities; speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history).
- e. A consensual sexual relationship where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- f. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.
- g. Non-sexual conduct based on sex, such as sex-based epithets; sexist comments (such as remarks that women do not belong in management or that men do not belong in the nursing profession); or facially sex-neutral offensive conduct motivated by sex (such as bullying directed toward employees of one sex).
- h. Harassment based on pregnancy, childbirth, or related medical condition, which may include issues pertaining to lactation, using or not using contraception, or deciding whether to have, or not to have, an abortion.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be objectively offensive (a reasonable person would find it hostile or abusive), subjectively offensive (the complainant actually perceived it as abusive), and either sufficiently severe (a single extremely serious incident) or pervasive (a pattern of behavior), such that it adversely affects, limits, or denies an individual's employment, or creates a hostile or abusive employment environment.

Inculpatory evidence means: evidence that links a respondent to alleged wrongdoing and tends to establish a respondent engaged in Prohibited Conduct (i.e., has culpability).

Military status means: a person's past, current, or future membership, service, or obligation in a uniformed service (e.g., Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, Public Health Service Commissioned Corps, and National Oceanic and Atmospheric Administration Commissioned Officer Corps). Service in the uniformed services also means the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It further includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

Party means: a complainant or respondent.

Pregnancy, childbirth, or related medical conditions means:

- A. "Pregnancy" and "childbirth" refer to the pregnancy or childbirth of a specific employee and include, but are not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).
- B. "Related medical conditions" are medical conditions relating to the pregnancy or childbirth of a specific employee, and may include termination of pregnancy, including via miscarriage, stillbirth, or abortion; ectopic pregnancy; preterm labor; pelvic prolapse; nerve injuries; cesarean or perineal wound infection; maternal cardiometabolic disease; gestational diabetes; preeclampsia; HELLP (hemolysis, elevated liver enzymes and low platelets) syndrome; hyperemesis gravidarum; anemia; endometriosis; sciatica; lumbar lordosis; carpal tunnel syndrome; chronic migraines; dehydration; hemorrhoids; nausea or vomiting; edema of the legs, ankles, feet, or fingers; high blood pressure; infection; antenatal (during pregnancy) anxiety, depression, or psychosis; postpartum depression, anxiety, or psychosis; frequent urination; incontinence; loss of balance; vision changes; varicose veins; changes in hormone levels; vaginal bleeding; menstruation; and lactation and conditions related to lactation, such as low milk supply, engorgement, plugged ducts, mastitis, or fungal infections. The preceding list of related medical conditions is not exhaustive.

Prohibited Conduct means: unlawful discrimination or harassment based on a person's Protected Class(es) or retaliation. Such misconduct involves a violation of Federal and/or State civil rights laws.

Relevant means: related to the allegations of Prohibited Conduct under investigation as part of the Board's grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged Prohibited Conduct occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged Prohibited Conduct occurred.

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 programs or activities limited or denied by Prohibited Conduct. 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 Prohibited Conduct occurred.

Respondent means: a person who is alleged to have engaged in Prohibited Conduct.

Retaliation means: intimidation, threats, coercion, or discrimination against any person by the District, a student, a Board employee, or any other person authorized by the Board to provide aid, benefit, or service under the District's education programs or activities, for the purpose of interfering with any right or privilege secured by Federal or State law, 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 applicable Federal or State laws or regulations.

School District community means: students and Board employees (i.e., administrators and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Supportive measures means: non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge to the complainant or the respondent before or after making a report or filing a complaint. Such measures are designed to restore or preserve that party's access to the District's education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter Prohibited Conduct. Supportive measures may include modifications of work schedules, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain work settings; training related to Prohibited Conduct, ~~() referral to Employee Assistance Program, [END OF OPTION]~~ and other similar measures.

Third Parties means: guests and/or visitors on District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Pregnancy, Childbirth, and Related Medical Conditions

The Board will not discriminate against an employee based on the person's current pregnancy, potential or intent to become pregnant, past pregnancy, or medical condition related to pregnancy or childbirth, or because the person uses birth control, or has had or not had an abortion.

Additionally, the Board will provide a reasonable accommodation to an employee's known limitation related to pregnancy, childbirth, or a related medical condition, unless the accommodation will cause the District undue hardship.

The Board will treat pregnancy, childbirth, and related medical conditions as any other temporary medical conditions for all job-related purposes, including commencement, duration, and extensions of leave; accrual of seniority and any other benefit or service; reinstatement; and under any fringe benefit offered to employees by virtue of employment.

The Board will provide reasonable break time for an employee to express breast milk while at work for the first year after the employee's child's birth. The Board will provide the employee with a space, other than a bathroom, that is clean, shielded from view, free from intrusion from coworkers and the public, and which the employee can use as needed to express breast milk. See Board Policy 6700 – Fair Labor Standards Act.

Nondiscrimination Based on Employee's Genetic Information

The Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of the individual's genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.

In accordance with the Genetic Information Nondiscrimination Act ("GINA"), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with GINA, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.

[] The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information. **[END OF OPTION]**

If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider, it shall be treated as a confidential medical record in accordance with law.

The District Compliance Officer (see below) shall be responsible for overseeing the District's compliance with applicable Federal regulations and promptly dealing with any inquiries or complaints. The District Compliance Officer or designee shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the Americans with Disabilities Act ("ADA") or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical

research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

~~[] The District offers health services (), including a wellness program **[END OF INTERNAL OPTION]**. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to the person's health services providers, but only genetic information in aggregate form will be provided to the Board. **[END OF OPTION]**~~

District Compliance Officer(s)

[DRAFTING NOTES:

- 1. Neola suggests the Board appoint both a male and a female to serve as the District Compliance Officers. By appointing two (2) District Compliance Officers, there should always be a District Compliance Officer available to address a claim that pertains to the other District Compliance Officer. If, however, the Board appoints more than one (1) District Compliance Officer, Neola recommends that it designate one (1) of the District Compliance Officers to retain ultimate oversight over the assigned responsibilities and ensure the Board's consistent compliance with its responsibilities under applicable Federal and State laws that prohibit unlawful discrimination/harassment based on protected classes and retaliation. Alternatively, the Board could appoint a District Compliance Officer and one (1) or more persons to assist the District Compliance Officer with performance of the responsibilities identified in this policy and its accompanying administrative guidelines. Often the person(s) designated to assist a District Compliance Officer is/are called Deputy or Assistant Compliance Officer(s). If the Board elects this alternative approach, it would designate a District Compliance Officer for purposes of this policy, and then designate the other position(s) through its AG. The person(s) in the alternative support role(s) will need to be trained in the same manner as the District Compliance Officer (see AG 1422).**
- 2. The Board must list in this policy either the Name(s) or Title(s) of the District Compliance Officer(s); while the Board may list both the Name(s) and Title(s), Neola suggests that the Board only list the Title(s) in this policy (so the Board does not need to revise/amend the policy whenever there is a change in the actual person(s) holding the designated position(s)), but list both the Name(s) and Title(s) in the requisite notices/postings (e.g., website) and publications (e.g., handbooks). The District will also need to decide whether to list the Name(s) and Title(s), or just the Title(s), in Administrative Guideline 1422 if the District elects to identify the District Compliance Officer in the AG (see DRAFTING NOTE in the AG; again, if the District lists the Name(s) and Title(s), it will need to remember to update the AG whenever there is a change in the actual person(s) holding the designated position(s). No matter what, the Board will need to amend its policy and update its AG, requisite notices/postings, and publications, whenever it changes the Title of the position(s) designated to serve as the District Compliance Officer(s).**

- 3. Reminder: Whenever a new person begins to serve as the District Compliance Officer (or in a support role to the District Compliance Officer), the District needs to make sure the new person is appropriately trained, in a timely manner, to fulfill the responsibilities of the position to which the person is assigned.]**

[END OF DRAFTING NOTES]

The Board designates and authorizes the following individual(s) to coordinate its efforts to comply with the Board's responsibilities under Federal and State laws that prohibit discrimination, including harassment, based on Protected Classes and retaliation (also known as "Civil Rights Coordinator(s)" or "Anti-Harassment Compliance Officer(s)") (hereinafter referred to as the "District Compliance Officer(s)" or "CO(s)"):

John VanHoesen
Human Resource Coordinator
1790 East Packard Highway
Charlotte, MI 48813
517.541.8722
jvanhoesen@eatonresa.org

Kelly Hager
Technical Assistance Provider & Maple Valley Special Ed Director
1790 East Packard Highway
Charlotte, MI 48813
517.541.8723/517.852.9275
khager@eatonresa.org

[DRAFTING NOTE: The District may want to create a static (i.e., fixed) District Compliance Officer -specific email address and phone number that will not change when the person(s) and/or position(s) designated to be the CO(s) change(s) – e.g., CO4CivilRights@(insert District's domain) – which the Technology Director/Department can program to be forwarded to the actual individual(s) serving as the District Compliance Officer(s) at any given time. Likewise, the District may want to establish a static Telephone Number for the position of District Compliance Officer that can be forwarded to, and accessed by, the actual person(s) serving in the CO position(s) at any given time. These two (2) steps will help reduce the information that needs to be updated in policy, AG, and/or the requisite notices/postings and publications when changes occur to the specific person(s)/position(s) designated to serve as the CO(s).]

x] The Board designates the Superintendent **[DRAFTING NOTE: Insert Name and/or Title of the District Compliance Officer who is ultimately responsible for the District's compliance with its responsibilities under Federal and State laws that prohibit discrimination/harassment based on Protected Classes and retaliation as the individual who is ultimately responsible for oversight over the Board's compliance with applicable Federal and State laws and regulations that prohibit discrimination based on the basis of Protected Classes and retaliation. [END OF OPTION]**

] The District Compliance Officer may delegate specific duties to one (1) or more designees. **[END OF OPTION]**

The contact information concerning the District Compliance Officer(s) will be published on the School District's website. ~~() and annually **[END OF OPTION]**.~~

- A. ~~() in parent/student and staff handbooks.~~
- B. ~~() in the School District Annual Report to the public.~~
- C. ~~() on each individual school's website.~~
- D. ~~() in the School District's calendar.~~
- E. ~~() _____.~~

[DRAFTING NOTE: The Board may want to select the following option when the Superintendent is not the CO. While Neola recognizes that this may not always be possible, it may be preferable to have the CO be someone other than the Superintendent because then – if the CO serves as the investigator and decisionmaker – the Superintendent can serve as the appeal decisionmaker or the facilitator for the informal resolution process.]

] The District Compliance Officer(s) shall report directly to the Superintendent except when the Superintendent is a party to a complaint (i.e., either the complainant or the respondent). Under such circumstances, the CO(s) shall report directly to **[SELECT ONE OF THE FOLLOWING]** the Board President ~~() the Board's Legal Counsel () _____~~ ~~**[OTHER] **[END OF INTERNAL OPTIONS]****~~ until the matter in which the Superintendent is a party is concluded. **[END OF OPTION]**

Questions about this policy ~~() and AG 1422 **[END OF OPTION]**~~ should be directed to the District Compliance Officer(s).

The CO(s) is/are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, harassment, retaliation, or denial of equal opportunity/access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), Genetic Information Nondiscrimination Act (GINA), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. ~~**[] Any sections of the District's collective bargaining agreements dealing with hiring, promotion, demotion, discipline, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement set forth above. **[END OF OPTION]** **[]** In addition, as practical, gender-specific terms should be eliminated from such contracts. **[END OF OPTION]** Copies of the laws and regulations listed above are available upon request from the CO(s).**~~

The CO(s) will be available during regular work hours to discuss concerns related to Prohibited Conduct, to assist employees, other members of the District community, and third parties who seek support or advice when informing another individual about Prohibited Conduct, including

unwelcome conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The CO(s) shall monitor the District's education programs and activities for barriers to reporting information about conduct that reasonably may constitute Prohibited Conduct pursuant to Federal and/or State laws that prohibit discrimination/harassment based on the basis of a Protected Class/Category and retaliation, and take steps reasonably calculated to address such barriers.

Notice of Nondiscrimination

The Superintendent shall provide a notice of nondiscrimination to students, parents, guardians, or other authorized legal representatives of elementary and secondary students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the Board. Specifically, the Superintendent shall post the notice of nondiscrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to the persons listed above, or which are otherwise used in connection with the recruitment of employees. (↔) ~~See AG 1422 and Form 1422F1 — Notice and Statement of Nondiscrimination. [END OF OPTION]~~

NOTIFICATION/REPORTS OF PROHIBITED CONDUCT

Any person may provide information to the CO(s) concerning conduct that reasonably may constitute Prohibited Conduct. Such information may be submitted in person, by mail, by telephone, or by electronic mail using the CO's(s') published contact information, or by any other means (oral or written) that results in the CO(s) receiving the information. Information may be provided at any time (including during non-work hours). ~~[] Anonymous reports may be submitted using () the online reporting form posted at _____ [insert the web address for the reporting form, or insert a hyperlink tied to the phrase "online reporting form"] [or] () the hotline reporting number (_____ [insert phone number]). [END OF OPTION]~~

All Board employees are required to notify the CO(s) of conduct that reasonably may constitute Prohibited Conduct. For the Board to fulfill its responsibilities under applicable Federal and/or State laws, if a Board employee has knowledge of conduct that reasonably may constitute Prohibited Conduct, the Board employee must notify the/a CO within two (2) days of learning the information or receiving the report. **[DRAFTING NOTE: The applicable statutes and regulations do not specify within how many days the Board employee must notify the CO of receiving notification/a report of Prohibited Conduct; Neola suggests "two (2) days". Alternatively, the Board could make this language more open-ended – e.g., "** * * must immediately/promptly notify the/a CO of such information or report."]** The Board employee must also comply with mandatory reporting responsibilities pursuant to Policy 8462 – Student Abuse and Neglect, if applicable. If the Board employee's knowledge about the alleged Prohibited Conduct is based on another individual bringing the information to the Board employee's attention, and the reporting individual submitted a written notification/report or complaint to the Board employee, the Board employee must provide the written notification/report or complaint to the CO.

Notification can be provided orally or in writing and should be as specific as possible. The person making the notification/report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a notification/report or complaint involves allegations of Prohibited Conduct by or involving the CO, the person making the report (i.e., providing the notification or filing the complaint) should submit it to the Superintendent or another Board employee who, in turn, will notify the Superintendent of the report/complaint. The Superintendent will then serve in place of the CO for purposes of addressing that report of Prohibited Conduct. **[DRAFTING NOTE: If the Superintendent is the CO, substitute "Board President" in place of "Superintendent."]**

When a Board employee notifies the CO of suspected Prohibited Conduct, the employee is required to report all known details about the alleged Prohibited Conduct including: (1) the name of the alleged respondent(s); (2) the person who experienced the alleged Prohibited Conduct (i.e., the complainant); (3) other persons involved in the alleged Prohibited Conduct (e.g., witnesses); and (4) any other relevant facts, such as date, time, and location. Failure to provide such notification may result in discipline, up to and including suspension or termination of employment.

Any allegations of misconduct not involving Prohibited Conduct as defined in this policy will be addressed through the procedures outlined in other Board policies ~~() and/or administrative guidelines~~ **[END OF OPTION]**, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

When a notification/report or complaint of Prohibited Conduct is made, the CO shall promptly (i.e., within two (2) days **[DRAFTING NOTE: The applicable laws and/or regulations do not define "promptly" or otherwise specify within how many days the contact has to be made; Neola suggests "two (2) days."]** of the CO's receipt of the notification/report or complaint of Prohibited Conduct) contact the purported 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 complaint, and explain to the complainant the process for filing a complaint. The CO is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the complainant or respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

GRIEVANCE PROCEDURES

Overview:

The Board adopts the following grievance procedures to provide for the prompt, effective, and equitable resolution of complaints made by employees, applicants, or other individuals who are participating or attempting to participate in the District's education programs or activities (i.e., members of the School District community and Third Parties), or by the CO alleging any act of Prohibited Conduct.

These grievance procedures shall be used for all complaints of Prohibited Conduct unless it involves conduct involving a student, in which case the grievance procedures set forth in Policy 2260 or Policy 5517.01 shall apply. These grievance procedures set forth the means for

investigating and resolving claims involving such Prohibited Conduct; in particular, the procedures provide a method for assessing – in a prompt, effective, and equitable manner – whether an applicable Federal or State law was violated and, if it was, how best to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.

Due to the sensitivity surrounding complaints of Prohibited Conduct, timelines are flexible for initiating the grievance procedures; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner.

[DRAFTING NOTE: Title VII of the Civil Rights Act of 1964 (“Title VII”) prohibits discrimination in employment. Specifically, it prohibits employment discrimination based on race, color, religion, sex, or national origin, and applies to employers with fifteen (15) or more employees. Title IX, on the other hand, specifically prohibits discrimination based on sex in education programs and activities that receive Federal financial assistance, including employment within those institutions. Title IX is addressed by Board Policy 2266 and AG 2266. While both laws aim to prevent sex-based discrimination in the workplace, Title VII applies more broadly to various types of employers, whereas Title IX is limited to educational institutions receiving Federal funds. Ultimately, both laws aim to ensure equal employment opportunities and protect individuals from discrimination. When a District Compliance Officer receives a complaint or notification of alleged misconduct involving sex discrimination (in particular, sexual harassment) that involves an employee complainant and an employee respondent, the District Compliance Officer should consult with the Title IX Coordinator and/or the Board’s Legal Counsel concerning which law – it may be both – the District will need to comply with when investigating the allegations.]

Under all circumstances, the CO shall offer and coordinate supportive measures, as appropriate, in accordance with this policy ~~() and AG 1422~~ **[END OF OPTION]**.

Complaints:

The following people may make a complaint of Prohibited Conduct – i.e., request that the District investigate and determine whether Prohibited Conduct occurred:

A. a “complainant,” which includes:

1. an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or
2. a person other than an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct at a time when that individual was participating or attempting to participate in the District’s education programs or activities;

B. an authorized legal representative with the legal right to act on behalf of a complainant;

C. the District Compliance Officer.

A person is entitled to make a complaint of unlawful harassment only if they themselves are alleged to have been subjected to the unlawful harassment, or if the CO initiates a complaint.

[DRAFTING NOTE: This paragraph emphasizes that in order for a person to file a complaint of unlawful harassment, the person has to have been subjected to the alleged misconduct directly or be a person who has a legal right to act on behalf of the person who was subjected to the alleged misconduct. This is consistent with the prior paragraph, where the complainant is identified as an employee who was “subjected to conduct that could constitute Prohibited Conduct.” The following paragraph, on the other hand, expands who can file a complaint – when the alleged Prohibited Conduct does not involve unlawful harassment, or the complaint involves allegations of retaliation – to persons who are aware of the alleged Prohibited Conduct, even if that person was not directly affected by or subject to the alleged Prohibited Conduct.]

With respect to complaints of Prohibited Conduct other than unlawful harassment, or complaints involving allegations of retaliation, in addition to the people listed above, the following persons have a right to make a complaint:

- A. any employee of the District; or
- B. any person other than an employee who was participating or attempting to participate in the District’s education programs or activities at the time of the alleged Prohibited Conduct.

The District may consolidate complaints of Prohibited Conduct against more than one (1) respondent, or by more than one (1) complainant against one (1) or more respondents, or by one (1) party against another party, when the allegations of Prohibited Conduct arise out of the same facts or circumstances. When more than one (1) complainant or more than one (1) respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

A person may file criminal charges simultaneously with filing a complaint. A person does not need to wait until the District’s internal grievance procedures are completed before filing a criminal complaint. Likewise, questions or complaints relating to alleged violations of applicable Federal or State laws may be filed with the U.S. Department of Education’s Office for Civil Rights, the U.S. Department of Justice’s Civil Rights Division, the U.S. Equal Employment Opportunity Commission, or the Michigan Department of Civil Rights, at any time based on the underlying statutory basis for the complaint.

Basic Requirements:

The District will treat complainants and respondents equitably.

All persons involved with implementing the grievance procedures and any other aspects of this Policy, including the District Compliance Officer, the investigator, the decisionmaker, and the appeal decisionmaker, (x) and the facilitator of the informal resolution process, **[END OF OPTION]** shall be free from any conflicts of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

[The CO may serve simultaneously as an investigator and/or a decisionmaker. **[END OF OPTION] [DRAFTING NOTE: Neola recommends the Board select this OPTION; note it is “may” (i.e., optional) so the CO can decide when to serve in both roles and when to designate one or more persons to perform these responsibilities in a given case.]**

If the CO does not intend to serve as the investigator/decisionmaker in a specific case, the CO shall designate one (1) or more administrators who are appropriately trained to serve in the role.

In circumstances when the CO and trained administrators do not have time/capacity to serve, or are prevented due to a conflict of interest, bias, or partiality, or other reasons impair the CO and other trained administrators from serving as an investigator/decisionmaker in a specific case, the CO shall in consultation with () and approval of **[END OF OPTION]** the Superintendent or ~~() Board~~ () Board President (as appropriate), **[END OF OPTION]** secure one (1) or more independent third parties to serve as the investigator and/or decisionmaker.

The District presumes that the respondent is not responsible for the alleged Prohibited Conduct until a determination is made at the conclusion of its grievance procedures.

Under ordinary circumstances, the Board expects to complete the major stages of the grievance procedures within the timeframe specified below:

A. **Evaluation** – The District Compliance Officer will determine whether to dismiss a complaint or investigate it within ten (10) **[INSERT AMOUNT]** days of receiving the complaint. **[DRAFTING NOTE: Neola recommends that the evaluation stage be completed within ten (10) days of the CO receiving notice of the complaint.]**

B. **Investigation** – The CO, or designated investigator/decisionmaker, shall ordinarily complete the investigation (i.e., collect relevant evidence that is not otherwise impermissible) and issue a Determination (i.e., consider the relevant and not otherwise impermissible evidence and decide whether Prohibited Conduct occurred) within twenty (20) **[INSERT AMOUNT]** days of the CO determining the charges require investigation. **[DRAFTING NOTE: Recognizing that it is important for investigations to be completed and Determinations issued in a prompt and equitable manner, Neola recommends that a school district typically complete an investigation and issue a Determination within twenty (20) days.]**

[DRAFTING NOTE: If the investigator/decisionmaker is someone other than the CO, upon written request from the investigator/decisionmaker, the CO should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. If the CO is the investigator/decisionmaker: upon written request from the CO, the Superintendent should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. In either situation, the administrator granting the extension should communicate to the parties the new deadline along with a rationale for the extension.]

If, however, the CO, or designated investigator/decisionmaker, determines that the investigation is going to take longer, the CO will so notify the parties () and the Superintendent **[END OF OPTION]** and will thereafter keep the parties () and the Superintendent **[END OF OPTION]** informed of the status of the matter on a regular

basis_____ [INSERT TIME PERIOD – E.G., BIWEEKLY OR REGULAR] basis.

- C. **Appeal** – A party filing an appeal of the CO’s decision to dismiss a complaint (), or the Determination, [END OF OPTION] must do so within five____ (5) [INSERT AMOUNT] days of receiving the Dismissal () or Determination [END OF OPTION]. [DRAFTING NOTE: Neola recommends the Board allow limited appeals based on the Determination. See DRAFTING NOTE below in the appeal section.]

The CO, or the Superintendent if the CO is the individual requesting an extension, may approve reasonable extensions of the preceding timeframes on a case-by-case basis for good cause with notice to the parties.

The District will take reasonable steps to protect the privacy of the parties and witnesses.] These steps will not restrict the ability of the parties to present evidence or otherwise participate in the grievance procedures. [END OF OPTION] The parties shall not engage in retaliation, including against witnesses.

The CO, or designated investigator/decisionmaker, shall objectively evaluate all evidence that is relevant and not otherwise impermissible — including both inculpatory and exculpatory evidence. Credibility determinations shall not be based on a person’s status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking such evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

- A. evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed voluntarily waived the privilege or confidentiality; and
- B. a party’s or witness’s records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party’s or witness’s voluntary, written consent for use in its grievance procedures.

Notice of Allegations:

Upon initiation of the Board’s grievance procedures, the District Compliance Officer shall notify the parties of the following:

- A. the Board’s grievance procedures () and informal resolution process [END OF OPTION] associated with claims involving Prohibited Conduct; [DRAFTING NOTE: Neola encourages the Board to include an 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 Prohibited Conduct, and the date(s) and location(s) of the alleged incident(s); and
- C. retaliation is prohibited.

Should the CO decide, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the CO will provide a supplemental written notice describing the additional allegations to be investigated.

Dismissal of a Complaint:

The CO may dismiss a complaint of Prohibited Conduct if:

- A. the District is unable to identify the respondent after taking reasonable steps to do so;
- B. the respondent is not participating in the District's education program or activity and is not employed by the Board;
- C. the complainant voluntarily withdraws any or all the allegations in the complaint, the CO declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute Prohibited Conduct even if proven; or
- D. the District determines the conduct alleged in the complaint, even if proven, would not constitute Prohibited Conduct. Before dismissing the complaint, the CO will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the CO will promptly notify, in writing, the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, the CO will also simultaneously notify, in writing, the respondent of the dismissal and the basis for the dismissal.

The CO will further notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of the complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the CO will also notify the respondent that the dismissal may be appealed.

Dismissals may be appealed on the following bases:

- A. procedural irregularity that would change the outcome;
- B. new evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
- C. the CO had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that would change the outcome.

If the dismissal is appealed, the CO will:

- A. notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;
- B. implement appeal procedures equally for the parties;

- C. ensure that the appeal decisionmaker did not take part in the original dismissal of the complaint;
- D. ensure that the appeal decisionmaker has been trained consistent with this Policy and AG 1422 ~~[END OF OPTION]~~;
- E. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
- F. notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the CO will, at a minimum:

- A. offer supportive measures to the complainant as appropriate;
- B. if the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
- C. take other prompt and effective steps, as appropriate, to ensure that Prohibited Conduct does not continue or recur within the District's education programs or activities.

[DRAFTING NOTE: Neola encourages the Board to select the following option so the CO can choose, in appropriate circumstances, to offer the parties the opportunity to participate in an informal resolution process, or to honor the parties' request to use an informal resolution process, to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.]

[OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Informal Resolution Process:

In lieu of resolving a complaint through the Board's formal grievance procedures, the parties may instead elect to participate in an informal resolution process. The District will not offer informal resolution to resolve a complaint when such a process would conflict with Federal, State, or local law.

[END OF OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Adding Allegations and/or Consolidating Complaints:

If, in the course of an investigation, the District decides to investigate additional allegations of Prohibited Conduct by the respondent toward the complainant that are not included in the original Notice of Allegations or to consolidate charges raised in a different complaint involving the same respondent, the CO will notify the parties of the additional allegations.

Investigation:

The District will provide for an adequate, reliable, and impartial investigation of complaints.

The burden is on the District — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether Prohibited Conduct occurred.

The CO, or the designated investigator/decisionmaker, will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The CO, or the designated investigator/decisionmaker, will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible, regardless of relevance.

Determination of Whether Prohibited Conduct Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the CO or designated investigator/decisionmaker will:

- A. Use the preponderance of the evidence standard of proof to determine whether Prohibited Conduct occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker, applying the applicable standard, is not persuaded by the relevant and not otherwise impermissible evidence that Prohibited Conduct occurred, regardless of the quantity of the evidence, the decisionmaker will not determine that Prohibited Conduct occurred. **[DRAFTING NOTE: While a board of education could elect to use the "clear and convincing" evidence standard of proof, Neola does not recommend it. If a board does select the "clear and convincing" standard, it should use it in all other comparable proceedings. Neola expects it will be a rare situation when a board chooses to use a clear and convincing standard of proof.]**
- B. Notify the parties, in writing, of the determination whether Prohibited Conduct occurred, including the rationale for such determination ~~(-), and the procedures and permissible bases for the complainant and respondent to appeal~~ **[END OF OPTION]**.
- C. Not impose discipline on a respondent for Prohibited Conduct unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in Prohibited Conduct.
- D. If there is a determination that Prohibited Conduct occurred, the CO will, as appropriate:
 1. 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 programs or activities limited or denied by the Prohibited Conduct;
 2. coordinate the imposition of any disciplinary sanctions on a respondent ~~(-), including notification to the complainant of any such disciplinary sanctions~~ **[END OF OPTION]**; and
 3. take other appropriate prompt and effective steps to ensure that the Prohibited Conduct does not continue or recur within the District's education programs or activities.
- E. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent.

- F. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement based solely on the determination of whether Prohibited Conduct occurred.

[DRAFTING NOTE: If the CO dismisses a complaint in the Evaluation stage (i.e., prior to commencing an investigation), the complainant may appeal as set forth above. Neola also recommends the Board include an appeal process related to the Determination.]

[] [OPTIONAL LANGUAGE - APPEAL OF DETERMINATION]

Appeal of Determinations:

If a party disagrees with the decisionmaker's determination as to whether Prohibited Conduct occurred, the party may file an appeal. Appeals must be submitted, in writing, within **five**____ (**5**) (**INSERT AMOUNT**) days of the appealing party's receipt of the Determination.

A party may appeal a Determination on the following bases:

- A. procedural irregularity that would change the outcome;
- B. new evidence that would change the outcome and that was not reasonably available when the investigation occurred and the Determination was made; and
- C. the CO, or the designated investigator/decisionmaker, had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome;

[DRAFTING NOTE: The Board may insert additional grounds on which an appeal may be filed.]

- D. ~~() the recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Prohibited Conduct).~~

- E. ~~() [OTHER] _____.~~

[] The complainant may not challenge the ultimate disciplinary sanction/consequence that is imposed. **[END OF OPTION]**

[DRAFTING NOTE: The following options are offered in case the Board wants the Superintendent to serve as the appeal decisionmaker or the Board wants to nominally be identified as the appeal decisionmaker but will be delegating the responsibility to a person who is properly trained. Neola does not recommend that the Board itself be named as the appeal decisionmaker because of the preference for the decisionmaker to be trained to render a decision. If the Board wants to serve as the appeal decisionmaker, it should discuss this issue with its Legal Counsel. Select OPTION 1 or OPTION 2 below.]

[] [OPTION 1]

~~The CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained (), as set forth in AG 1422 [END OF INTERNAL OPTION].~~

~~The CO has authority (), in consultation with () and approval of [END OF OPTION] the Superintendent or () Board () Board President (as appropriate), [END OF OPTIONS] to secure an independent Third Party to serve as the appeal decisionmaker.~~

~~[] In designating an appeal decisionmaker, the CO will work with the Board to identify and appoint an independent Third Party to serve as the appeal decisionmaker—this individual shall be considered to be the Board's designee and will submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO who will send it simultaneously to the parties. [END OF OPTIONAL SENTENCE]~~

~~[END OF OPTION 1]~~

x] [OPTION 2]

The Superintendent shall serve as the appeal decisionmaker, provided the Superintendent has not been otherwise involved in the grievance procedures (i.e., did not serve as the investigator/decisionmaker or informal resolution process facilitator) and is appropriately trained. If the Superintendent is not eligible to serve as the appeal decisionmaker, the CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained (), as set forth in AG 1422 [END OF INTERNAL OPTION].

[END OF OPTION 2]

[END OF OPTIONS]

If a party appeals the Determination, the CO will:

- A. notify the parties of the appeal;
- B. implement appeal procedures equally for the parties;
- C. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the Determination;
- D. provide the appeal decisionmaker with the relevant and not otherwise impermissible evidence and the Determination; and
- E. notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.

Parties Provided a Reasonable and Equal Opportunity to Make a Statement in Support of, or Challenging, the Dismissal (**x) or Determination [END OF OPTION]**

When a party files an appeal, the party must set forth the reason(s)/basis/bases for the appeal, and the other party will have five (5) [INSERT AMOUNT] days to provide the appeal

decisionmaker with a statement in support of their position. Once the decisionmaker receives the statement (or the deadline for filing such a statement expires), the appeal decisionmaker will have ten (10) [INSERT AMOUNT] days to issue a decision on the appeal.

[DRAFTING NOTE: Neola suggests any appeals should be filed within five (5) days of the parties receiving written notice of the Determination. Neola further suggests that the timeline for the other party submitting a statement be equivalent to the timeframe in which an appeal has to be filed. Finally, Neola suggests the appeal decisionmaker have ten (10) days from receipt of the statements to issue a decision.]

While a party appealing a Determination may argue the reason/basis for the appeal is that new evidence has been discovered/obtained that would change the outcome and that said new evidence was not reasonably available when the Determination was originally made, the party may not submit the new or additional evidence during the appeal process. Rather, the party appealing should identify/describe in detail the evidence, including how and when it was discovered/obtained, and explain why it was not reasonably available during the Investigation (i.e., prior to the Determination). If the appeal decisionmaker accepts the proffered explanation, the appeal decisionmaker should remand the case back to the investigator/decisionmaker (i.e., reopen the investigation) so the new evidence may be submitted and considered by the other party and the investigator/decisionmaker.

The appeal decisionmaker shall determine the outcome of the appeal based on the appeal decisionmaker's independent review of the record (i.e., the relevant and not otherwise impermissible evidence and the written determination) and the appeal decisionmaker's application of the law and Board policy to the facts in the record. The appeal decisionmaker must give due deference and due weight to the decisionmaker's factual findings and credibility determinations and should not overturn them unless non-testimonial extrinsic evidence in the record justifies a contrary conclusion or unless the record read in its entirety compels a contrary conclusion. Generally, the appeal decisionmaker is expected to uphold the original Determination unless the appeal decisionmaker concludes the original Determination is unlawful, unreasonable, or against the manifest weight of the evidence. Every reasonable presumption must be made in favor of the original Determination.

The appeal decisionmaker shall

[DRAFTING NOTE: The Board must select either OPTION 1 or OPTION 2 unless the Board appointed an independent Third Party to serve as the Board's appeal decisionmaker, in which case the Board should select OPTION 3.]

[OPTION 1]

simultaneously notify the parties, in writing, of the result of the appeal and the rationale for the outcome.

~~[END OF OPTION 1]~~

-

~~[OR]~~

[OPTION 2]

-

~~notify the CO, in writing, of the result of the appeal and the rationale for the outcome. The CO~~

~~will then simultaneously notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

-

~~[END OF OPTION 2]~~

-

~~[OR]~~

~~() [OPTION 3]~~

-

~~submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO, who will send it simultaneously to the parties. The appeal decision shall set forth the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

-

~~[END OF OPTION 3]~~

The (x) appeal decisionmaker's ~~() Board's [END OF OPTION]~~ decision shall be final.

[END OF OPTIONAL LANGUAGE - APPEAL OF DETERMINATION]

Supportive Measures:

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education programs or activities or provide support during the grievance procedures and/or during the informal resolution process. For allegations of Prohibited Conduct other than prohibited harassment or retaliation, the District's provision of support measures does not require the District, Board employees, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory/retaliatory conduct for the purpose of providing a supportive measure.

The CO shall determine appropriate supportive measures on a case-by-case basis. Supportive measures may vary depending on what the CO deems to be reasonably available. Supportive measures may include, but are not limited to: modifications of work schedules, mutual restrictions on contact between the parties; changes in work locations; leaves of absence; increased security and monitoring of certain work settings; training related to Prohibited Conduct; ~~() referral to Employee Assistance Program; [END OF OPTION]~~ and other similar measures.

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties and/or the District's educational environment, or to provide support during the Board's grievance procedures or the informal resolution process.

The District will not impose such measures for punitive or disciplinary reasons.

The CO may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures, or at the conclusion of the informal resolution process, or the District may continue them beyond that point.

A party may seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

The District will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the District's education programs or activities, or as otherwise permitted under existing law and/or policy.

The Superintendent may place an employee respondent on administrative leave from employment responsibilities during the pendency of the Board's grievance procedures.

Disciplinary Sanctions and Remedies:

Following a determination that Prohibited Conduct occurred, the District may impose disciplinary sanctions, which may include:

- A. oral or written warning;
- B. written reprimands;
- C. required counseling;
- D. required training or education;
- E. demotion;
- F. suspension with pay;

[END OF OPTIONS]

- G. suspension without pay;
- H. termination; and
- I. any other sanction authorized by any applicable Board policy, Employee/Administrator Handbook, and/or collective bargaining agreement.

The District may also provide remedies, which may include disciplinary sanctions/consequences. The CO will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation and implement appropriate remedies in compliance with applicable due process procedures, whether statutory or contractual.

[DRAFTING NOTE: The Board should review applicable policy(ies)/administrative guidelines/employee handbooks to determine whether changes are needed to establish timelines associated with imposition of discipline as a result of possible delays caused by the Board implementing the preceding grievance procedures; likewise, the Board may need to discuss with union representatives how implementation of the grievance procedures may impact any disciplinary provisions contained in applicable collective bargaining (e.g., timelines, permitted attendees at investigative interviews, etc.).]

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging Prohibited Conduct or retaliation, or participates in an investigation, is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the U.S. Constitution, the Michigan Constitution, Federal or State law, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including initiating a disciplinary process against a person for a code of conduct violation that does not involve Prohibited Conduct but arises out of the same facts and circumstances as a complaint or information reported about possible Prohibited Conduct, for the purpose of interfering with the exercise of any right or privilege secured by Federal or State law constitutes retaliation. Retaliation against a person for making a complaint or participating in an investigation is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above. The District shall initiate its grievance procedures upon receiving any complaint alleging retaliation.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination that Prohibited Conduct occurred, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. The District will keep confidential the identity of any individual who has made a complaint of Prohibited Conduct, any complainant, any individual who has been reported to be the perpetrator of Prohibited Conduct, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of relevant Federal or State law or regulations, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the complainant's and respondent's receipt of the information to which they are entitled related to the investigation and determination of whether Prohibited Conduct occurred). All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the respondent must be provided the complainant's identity.

During an investigation, the CO or designated investigator/decisionmaker will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual

who is interviewed as part of an investigation is expected not to disclose to other members of the School District Community or Third Parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against Prohibited Conduct by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where Prohibited Conduct is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a respondent be found to have committed Prohibited Conduct based on expressive conduct that is protected by the First Amendment

Training

All employees, investigators, decisionmakers, facilitators of informal resolution process, the District Compliance Officer(s), and other persons who are responsible for implementing the Board's grievance procedures or have the authority to modify or terminate supportive measures shall receive training related to their duties under applicable Federal and State laws and this policy. ~~[] The training shall be provided promptly upon hiring or a change of position that alters their duties under this policy, and annually thereafter. [END OF OPTIONAL SENTENCE]~~ The training shall not rely on stereotypes involving Protected Classes.

] Training materials will be made available for inspection upon request by members of the public. **[END OF OPTION]**

Recordkeeping (including retention of investigatory records and materials)

The District Compliance Officer(s) is/are responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation. Records and materials associated with the implementation of this policy shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for the period set forth below, unless required to be maintained for a longer period pursuant to the District's records retention schedule.

[DRAFTING NOTE: For purposes of uniformity, Neola recommends that the Board use the same seven (7) year period for recordkeeping that is required by the 2020 Title IX regulations - see Board Policy 2266; if the Board selects a different timeframe for maintaining the below specified records, it should verify the time period selected is consistent with and/or reflected in its record retention schedule – see AG 8310.]

The District shall maintain for a period of seven (7) calendar years the following records:

- A. for each complaint of Prohibited Conduct, records documenting the informal resolution process and/or the grievance procedures followed and the resulting outcome;
- B. for each notification that the District Compliance Officer receives of information about conduct that reasonably may constitute Prohibited Conduct, records documenting the actions the District took to implement this policy; and
- C. all materials used to provide the training referenced above ~~()~~ and in AG 1422 **[END OF OPTION]**.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records, medical records).

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy including, but not limited to, District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, or facilitator of the informal resolution process.

The Board also retains discretion to appoint two (2) or more persons to jointly fulfill the role of District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process.

The Superintendent may delegate functions assigned to a specific Board employee under this policy including, but not limited to, the functions assigned to the District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process to any suitably qualified individual, and such delegation may be rescinded by the Superintendent at any time.

[DRAFTING NOTE: The following option expressly sets forth authority that the Board has, regardless of whether it is included in this policy, but is offered for those boards of education that may want to affirmatively communicate to/address these issues for readers of this policy.]

Discretion in Application

The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific complainant and/or respondent.

Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible that unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

[END OF OPTION]

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Legal

- M.C.L. 37.2101 et seq., 37.1101 et seq.
- 20 U.S.C. 1092(F)(6)(A)(v)
- 20 U.S.C. 1232g
- 20 U.S.C. Section 1681, Title IX of Education Amendment Act
- 20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
- 20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
- 29 C.F.R. Part 1635
- 29 U.S.C. 201 et seq., The Fair Labor Standards Act ("FLSA")
- 29 U.S.C. 218d, PUMP for Nursing Mothers Act ("PUMP Act")
- 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
- 29 U.S.C. 701 et seq. (in particular 794), Rehabilitation Act of 1973, as amended
- 34 C.F.R. Part 110 (7/27/93)
- 38 U.S.C. Chapter 43 4301-4335 (see in particular 4311(a) [prohibits discrimination based on military service] and 4312 [reemployment rights]), Uniformed Services Employment and Reemployment Rights Act ("USERRA")
- 42 U.S.C. 1983
- 42 U.S.C. 2000d et seq.
- 42 U.S.C. 2000e et seq., Civil Rights Act of 1964 (e.g., Title VI and Title VII), as amended by the Pregnancy Discrimination Act
- 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
- 42 U.S.C. 2000gg, Pregnant Workers Fairness Act ("PWFA")

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

Fourteenth Amendment, U.S. Constitution



Book Policy Manual

Section Vol. 40, No. 1 - Nondiscrimination - September 2025 ISD

Title Vol. 40, No. 1 - Nondiscrimination - September 2025 Rescind ANTI-HARASSMENT

Code po4362

Status From Neola

Rescind Policy - Vol. 40, No. 1

~~4362~~ ANTI-HARASSMENT

General Policy Statement

~~It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.~~

~~The Board will vigorously enforce its prohibition against harassment based on race, color, national origin, sex (including sexual orientation and gender identity), disability, age (except as authorized by law), religion, height, weight, marital or family status, military status, ancestry, or genetic information (collectively, Protected Classes) that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment) and encourages those within the School District community, as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.~~

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges or is alleged to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday—Friday, excluding State recognized holidays).

Bullying

Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student that is severe or pervasive enough to create an

intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

Harassment means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266—Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment that may reasonably embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.
- H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
- J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

- L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of sexual battery. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working, and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning

environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

[DRAFTING NOTE: Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s)/ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's website () and:

- A. () in the parent and staff handbooks.
- B. () in the School District Annual Report to the public.
- C. () on each individual school's website.
- D. () in the School District's calendar.
- E. () _____.

The Compliance Officer(s) () is () are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment) or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to a Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to a Compliance Officer within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment unless circumstances make such an intervention dangerous, in which case

the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant if age eighteen (18) or older, or the Complainant's parents/guardians if the Complainant is under the age of eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Members of the School District community, along with Third Parties, are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with a Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior, and/or harassment in accordance with Policy 5517.01 — Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior, and/or harassment to the Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 4362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Investigation and Complaint Procedure (See Form 4362-F1)

Except for Sexual Harassment that is covered by Policy 2266 — Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee or other member of the School District community or Third Party (e.g., visitor to the District) who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights and/or Equal Employment Opportunity Commission (EEOC).

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the allegedly harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A complainant may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one (1) of the Compliance Officers; and/or 3) to the Superintendent or other District level employee.

All informal complaints must be reported to one (1) of the Compliance Officers, who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The Board's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one (1) or more of the following:

- A. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.
- B. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, Compliance Officer, the Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to a Compliance Officer/designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer/designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer/designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer's recommendations must be based upon the totality of the circumstances. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's written decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a written decision as described above.

~~[] The decision of the Superintendent shall be final.~~

{OR}

~~[] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's receipt of the Superintendent's decision.~~

~~In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting. The decision of the Board will be final.~~

{END OF OPTIONS}

~~The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.~~

~~[] The parties may be represented, at their own cost, at any of the above described meetings/hearings.~~

~~The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.~~

Privacy/Confidentiality

~~The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided with the Complainant's identity.~~

~~During the course of a formal investigation, the Compliance Officer/designee will instruct all members of the School District community and Third Parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.~~

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report or formal complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

- Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

- Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

- The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has

reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Education and Training

In support of this Anti Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation which may include, but not be limited to:

- A. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after the fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including

~~transitory notes whose content is otherwise memorialized in other documents;~~

- ~~H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;~~
- ~~I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;~~
- ~~J. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;~~
- ~~K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;~~
- ~~L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);~~
- ~~M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;~~

~~{DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.}~~

- ~~N. () documentation of any training provided to District personnel related to this policy including, but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **{REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.}**~~
- ~~O. () documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~
- ~~P. () copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~
- ~~Q. () copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;~~

R. () copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law — e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

29 C.F.R. Part 1635

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 794, Rehabilitation Act of 1973, as amended

42 U.S.C. 1983

42 U.S.C. 2000e et seq.

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 6101, The Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

The Handicappers Civil Rights Act, M.C.L. 37.1101 et seq.

The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.

Policies on Bullying, Michigan State Board of Education, 7-19-01

Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006

National School Boards Association Inquiry and Analysis May 2008

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, the Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. DATE OF BOARD MEETING: 11/19/25

II. AGENDA ITEM TITLE: Michigan Blueprint Special Education Funding Study

III. TYPE OF AGENDA ITEM: *(Place an X in the box you select)*

Presentation

Consent Agenda *(replacement of/transfer to/resignation from existing positions are consent agenda)*

Action/Approval *(new positions/FTE increases for existing positions are action items)*

Information

IV. AGENDA ITEM DESCRIPTION:

a) **Purpose and background:** *(Provide 1-3 sentences describing the type of service/good, who will be providing it, as well as the background on the need)*

The Michigan Special Education Finance Reform Blueprint was released to address long-standing inequities and underfunding in the state's system for serving students with disabilities. Created under Section 51h of the 2024 School Aid Budget, the Blueprint outlines a student-centered and needs-based approach to special education funding. It recommends moving to a four-tier weighted funding model, establishing a high-cost fund for students with significant needs, and updating state policy frameworks to reduce reliance on local property wealth. The report provides a fiscal roadmap for a gradual six-year implementation designed to ensure equitable, sustainable, and predictable resources for all districts.

Motion:

b) **Cost:** _____

c) **Timeframe/term of agreement:** _____ to _____

d) **List Supporting materials/attachments, if any:**

Funding Summary Doc

V. RECOMMENDATION: *(Place an X in the box you select)*

Approve

Authorize the Superintendent to execute agreement

Approve the increase of FTE: Position _____ FTE Increase _____

Award a bid

Other: _____

VI. RECOMMENDED BY: Sean Williams, Superintendent

Michigan Special Education Finance Reform Blueprint

Executive Summary

Despite decades of effort by generations of families, educators, and policymakers, high-quality education largely is an unrealized promise for the hundreds of thousands of Michigan’s students with disabilities. Michigan’s special education system is underfunded, inequitable, and does not meet student needs. Without enduring reform, students with disabilities will continue to fall behind in academic progress, social development, and in access to postsecondary opportunities.

Legislative Charge and Project Structure

To address these systemic inequities, the **Michigan Special Education Finance Reform Blueprint (MI Blueprint)** was created under Section 51h of the 2024 School Aid Budget. This initiative, mandated by the Legislature and developed with extensive input from educators, families, administrators, advocates, and policy experts, the MI Blueprint outlines a student-centered, needs-based, and transparent funding system designed to ensure that every child with a disability in Michigan has the resources and support necessary to thrive.

The MI Blueprint is grounded in prior research, including the 2017 Special Education Reform Taskforce Funding Subcommittee report and the Michigan School Finance Collaborative’s 2018 school adequacy study, updated in 2021. The Clinton County Regional Educational Service Agency (CCRESA) managed the project in partnership with the Autism Alliance of Michigan (AAoM), Public Sector Consultants (PSC), and independent consultant, Max Marchitello. Two advisory committees—planning and technical advisory—offered guidance, feedback, and technical oversight throughout the entire process.

Guiding Principles

The MI Blueprint is informed by the following principles:

- Funding must be student centered, need based, and transparent.
- Students with greater needs should receive more resources.
- Equity must be prioritized by reducing disparities driven by local property wealth.
- Funding should be predictable and sufficient to implement evidence-based practices.

Why Reform Is Urgent

- **Persistent underachievement:** Less than 60 percent of students with disabilities graduate on time, and proficiency rates on state assessments lag significantly behind those of their nondisabled peers. National

assessment data show that Michigan students achieve proficiency at rates lower than the national average for students with disabilities.

- **Growing needs:** The number of students with disabilities has grown and now comprises nearly 15 percent of Michigan’s public school population, with significant increases in the categories of autism and Other Health Impairment (OHI).
- **Inequitable funding:** Present funding primarily relies on local property wealth instead of student needs, resulting in underfunding for lower-wealth districts and compelling schools to allocate general fund dollars to meet mandated services.
- **Workforce and resource gaps:** Districts struggle with a shortage of qualified special education staff, limited access to inclusive placements, and insufficient resources to fully implement Individualized Education Programs (IEPs).

Special Education Funding in Michigan

Michigan’s current system is a complex mix of federal, state, and local funds.

- **Federal** Individuals with Disabilities Education Act (IDEA) funding covers approximately 12 to 13 percent of costs, far below the intended 40 percent.
- **State** funding is governed by the Headlee Amendment, Michigan Supreme Court ruling on the *Durant* case, and Proposal A, creating structural constraints and inequities.
- **Local** intermediate school district (ISD) special education millages are limited to up to 1.75 times their 1993 rate, which perpetuates disparities based on property wealth rather than funding ISDs based on student need.
- Long-term underfunding compels districts to redirect general fund dollars to fulfill mandated special education services, disproportionately impacting lower-wealth communities.

The MI Blueprint Solution: A Student-Centered, Weighted Funding Model

The **MI Blueprint** proposes a four-tier weighted student funding (WSF) model that ties funding directly to student need rather than zip code or local wealth.

Key Features:

- **Tiered funding based on disability and service need:** Supplemental to the foundation allowance, ranging from approximately \$11,000 per student with lower support needs to \$39,000 for students with higher support needs.
- **High-cost fund (HCF):** Covers 80 percent of expenses that exceed \$57,615 per student, ensuring districts can provide for students with exceptionally high needs.
- **Equity across districts:** Lower-wealth ISDs receive proportionally larger increases, reducing disparities caused by historic funding inequities.
- **Predictability and sustainability:** Annual inflation adjustments and statutory review cycles ensure funding remains sufficient, accurate, and aligned with evidence-based best practices.

“Michigan's special education system is ready for a transformation. We know from the experience of families and educators that an improved system is needed, and this plan provides a concrete path. I'm encouraged that this plan prioritizes student needs over local property wealth, offering every community a stronger and more equitable opportunity to deliver the support their students deserve.”

- Dr. Scott Koenigsknecht, Superintendent, Clinton County Regional Educational Service Agency

Funding Options and Fiscal Approach

The MI Blueprint outlines the distribution of funding, rather than specifying its sources.

- **State-funded model:** The State assumes full financial responsibility, thereby minimizing funding disparities related to local property wealth.
- **State-local shared model:** Establishes a fair cost-sharing framework that balances equity and community control.
- **Six-year phase-in:** A gradual implementation of financial investment increases allows for fiscal feasibility and steady implementation across districts.

Full implementation would cost approximately \$4.55 billion, a 39 percent increase over 2024 spending on special education operations, representing a transformational but achievable investment in Michigan’s future.

Key Policy Recommendations

To strengthen Michigan’s special education finance system, the MI Blueprint team recommends:

1. **Adopting** the four-tier WSF model with a phased six-year implementation
2. **Codifying and funding** the HCF to support students with extraordinary needs
3. **Eliminating dated ISD millage caps** to remove inequitable funding barriers
4. **Maintaining** current transportation reimbursement levels to ensure access to required services
5. **Establishing statutory reviews** of the WSF model and the HCF

6. **Adding annual inflation adjustments** to the foundation allowance
7. **Developing clear ISD distribution guidelines** aligned with student-centered principles
8. **Enhancing Michigan Department of Education (MDE) data systems and technical assistance** to effectively support districts, educators, and families in implementing the model
9. **Creating a fair cost-sharing structure** to ensure that lower-wealth communities receive the support needed to deliver high-quality services

Additional Legislative Considerations

- Regional cost variations may necessitate modifications to the WSF model.
- Accountability systems should complement funding to ensure the efficient use of resources.
- There are opportunities to integrate funding across programs for greater efficiency and alignment, including early intervention and preschool services (birth-to-three and pre-K), as well as Setting 14 programs that serve students with disabilities beyond age 21 through age 26.

Smarter Funding. Stronger Schools. A Better Future for Every Michigan Student.

Michigan has a clear opportunity to strengthen its commitment to special education. We must work to update a finance system that, while aiming to serve our students, currently faces challenges in providing adequate and equitable resources to support all learners. Reforming how we fund special education is essential for both financial sustainability and fulfilling our collective obligation to every student.

The MI Blueprint delivers a Michigan-made solution with this report: a rigorous, equitable, and evidence-based roadmap for reform.

We have the opportunity to lead the nation by transforming our system into one that is modern, transparent, and focused entirely on student needs. Every child deserves a system that supports their learning, values their potential, and invests in their future.

The time to act is now. The recommendations within this report are critical to ensuring resources finally align with student needs.

BOARD AGENDA ITEM

Email completed form and supporting documents to the Superintendent and the Superintendent's Executive Assistant by 12:00 noon, the Tuesday prior to the Board Meeting. *(Submit one form per agenda item and provide attachments as separate documents.)*

I. DATE OF BOARD MEETING: 11/19/25

II. AGENDA ITEM TITLE: Regional Lobbying Efforts

III. TYPE OF AGENDA ITEM: *(Place an X in the box you select)*

Presentation

Consent Agenda *(replacement of/transfer to/resignation from existing positions are consent agenda)*

Action/Approval *(new positions/FTE increases for existing positions are action items)*

Information

IV. AGENDA ITEM DESCRIPTION:

- a) **Purpose and background:** *(Provide 1-3 sentences describing the type of service/good, who will be providing it, as well as the background on the need)*

The superintendent will share with the board the progress of discussions around creating a regional approach to lobbying rather than districts taking on those duties individually.

Motion: **NA**

b) **Cost:** _____

c) **Timeframe/term of agreement:** _____ to _____

d) **List Supporting materials/attachments, if any:**

Resolution Document

V. RECOMMENDATION: *(Place an X in the box you select)*

Approve

Authorize the Superintendent to execute agreement

Approve the increase of FTE: Position _____ FTE Increase _____

Award a bid

Other: _____

VI. RECOMMENDED BY: Sean Williams, Superintendent