



*Special
Board Meeting*

Board Room

August 15, 2022



Fruitport Community Schools
SPECIAL BOARD MEETING
Monday, August 15, 2022 – 6:00 p.m.

Location:

Fruitport Community Schools Central Office
Board of Education Meeting Room
3255 E. Pontaluna Rd.
Fruitport, MI 49415

AGENDA

- I. CALL to ORDER**
- II. ROLL CALL**
- III. APPROVAL OF AGENDA**
- IV. REMARKS FROM THE PUBLIC***
- V. GENERAL BOARD BUSINESS**
 - A. Special Board Meeting Minutes of August 1, 2022
 - B. Student Disciplinary Hearing
 - C. Other
- VI. ADJOURNMENT**

*Time is provided for members of the audience to address the Board of Education regarding any topic including items on the agenda. The board is providing one opportunity for the public to comment during the meeting. Members of the audience may wish to bring issues to the Board of Education for board consideration. Time limits may be placed if a large number of individuals would like to address the board.



Fruitport Community Schools
SPECIAL BOARD MEETING MINUTES
Monday, August 1, 2022 – 6:00 p.m.

Meeting Location:

Fruitport Community Schools Central Office
Board of Education Meeting Room
3255 E. Pontaluna Rd.
Fruitport, MI 49415

- I. **CALL TO ORDER:** The Special Meeting of the Board of Education was called to order at 6:19 p.m. by Board Vice President, Kris Cole.
- II. **ROLL CALL:** Present – Elroy Buckner, Kris Cole, Susan Franklin, and JB Meeuwenberg. Absent: Tim Burgess, Dave Hazekamp, and Steve Kelly.

III. APPROVAL OF AGENDA

Item 22-107. MOTION by Buckner, SECOND by Franklin to approve the agenda as presented.

MOTION CARRIED 4-0; 3 absent

IV. REMARKS FROM THE PUBLIC: None

V. GENERAL BOARD BUSINESS:

A. Regular Board Meeting Minutes of July 18, 2022

Item 22-108. MOTION by Franklin, SECOND by Buckner to approve the Regular Board Meeting Minutes of July 18, 2022, as presented.

MOTION CARRIED 4-0; 3 absent.

B. Completion of Air Conditioning Project at Fruitport High School

Item 22-109. MOTION by Buckner, SECOND by Franklin to approve the purchase for air conditioning mini-split units in the amount of \$38,560.16 from Behler-Young, as presented.

MOTION CARRIED 4-0; 3 absent.

C. Building Safety Risk Assessment Agreement: Secure Education Consultants

Item 22-110. MOTION by Franklin, SECOND by Buckner to approve the proposal from Secure Education Consultants (SEC) in the amount of \$2,000 per building to complete a comprehensive safety and security assessment for each building in the District, including the transportation and maintenance building and each school building.

MOTION CARRIED 4-0; 3 absent.

VI. ADJOURNMENT

Item 22-111. MOTION by Buckner, SECOND by Franklin to adjourn.

MOTION CARRIED: 4-0; 3 absent

The meeting adjourned at 6:34 p.m.

Respectfully submitted,

Susan Franklin, Acting Board Secretary

Danielle VanderMeulen, Recording Secretary



Fruitport Community Schools
Superintendent's Office
3255 E. Pontaluna Road
Fruitport, MI 49415
Phone: (231) 865-4100
www.fruitportschools.net

August 2, 2022

[REDACTED]

Re: Board of Education Student Disciplinary Hearing Referral

Dear [REDACTED]:

Based on a thorough investigation, the District's administration has concluded that your child, [REDACTED], engaged in conduct that is in violation of Board of Education policy. This includes physical aggression and assault, fighting, aggressive behavior, and of policy 5206(H)(4)(b), which states: "If a student in grade 6 or above commits a physical assault at school against another student, and the physical assault is reported to the Board or to an administrator, the District will consider whether to suspend or expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors." As a result, administration has referred this matter to the District's Board and has recommended that [REDACTED] be expelled from school for 180 school days/permanently.

Following a hearing, which will be held on August 15, 2022 at 6:00 p.m. in the Board of Education Meeting Room at 3255 E. Pontaluna Rd. Fruitport, MI 49415, the Board will make the final decision whether to expel [REDACTED]. At the hearing, you and your child, [REDACTED], may submit evidence and present testimony to challenge administration's findings or disciplinary recommendation.

You have the right pursuant to both Policy 2501 and Open Meetings Act Section 8(1)(b) to have the Board hold the hearing in private (i.e., in a closed session of the Board), but as also required by law and Policy, the Board must act on the matter publicly (i.e., in open session). If you want the Board to hold the hearing in private, the District will not disclose any personally identifiable information in open session when it acts. Please notify me as soon as possible whether you would like the Board to proceed in open or closed session. A copy of the hearing procedures and a letter to request a closed session are attached.

Until the Board issues its final decision, [REDACTED] will be suspended from school, may not attend classes or other school functions, may not be present on school property, and may not participate in extracurricular activities. If you have any questions, please contact me.

Sincerely,

Jason J. Kennedy
Superintendent

c: Board of Education, Middle School Principal, Middle School Assistant Principal, Director of Special Education

Enclosure: Hearing Rights and Procedures



*Special
Board Meeting*

Board Room

August 15, 2022



Fruitport Community Schools
SPECIAL BOARD MEETING
Monday, August 15, 2022 – 6:30 p.m.

Location:

Fruitport Community Schools Central Office
Board of Education Meeting Room
3255 E. Pontaluna Rd.
Fruitport, MI 49415

AGENDA

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 - B. Other
- VI. ADJOURNMENT**

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Fruitport Community Schools
Superintendent's Office
3255 E. Pontaluna Road
Fruitport, MI 49415
Phone: (231) 865-4100
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August 2, 2022

[REDACTED]

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Dear [REDACTED]:

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Until the Board issues its final decision, [REDACTED] will be suspended from school, may not attend classes or other school functions, may not be present on school property, and may not participate in extracurricular activities. If you have any questions, please contact me.

Sincerely,

Jason J. Kennedy
Superintendent

c: Board of Education, High School Principal, High School Assistant Principal
Enclosure: Hearing Rights and Procedures



*Regular
Board Meeting*

Board Room

August 15, 2022



Fruitport Community Schools
BOARD OF EDUCATION MEETING
Board Room
3255 E. Pontaluna Rd, Fruitport 49415
Monday, August 15, 2022 - 7:00 p.m.

- I. CALL to ORDER**
- II. PLEDGE of ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. PRESENTATIONS**
- VI. COMMUNICATIONS**
- VII. SUPERINTENDENT/ADMINISTRATIVE REPORTS**
- VIII. REMARKS FROM THE PUBLIC***
- IX. CONSENT AGENDA**
 - 1. Approval of Bill Listing (attachment IX-1)

<u>Fund</u>	<u>Amount</u>
General Fund:	\$484,153.29
Other Funds:	
Early Childhood Center	\$20,654.43
Food Service	\$31,714.67
Cooperative Educ (ISD) – Tech Millage	\$8,977.06
Debt Service Fund 2012	\$186.92
2017 Debt Retirement	\$767.10
Debt Service Fund 2007	\$207.85
Debt Service Fund 2021	\$1,333.46
Total Bill List:	\$547,994.78

- 2. Acceptance of Monthly Financial, Bond, and Capital Projects Report (attachment IX-2)
 - 3. Acceptance of Student Activity Summary Report (attachment IX-3)
 - 4. Acceptance of Credit Card and Utilities Report (attachment IX-4)
 - 5. Approval of Transfers and ACH Transactions Report (attachment IX-5)
 - 6. Approval of Personnel Report (includes confirmation of new hires, resignations, retirees, and transfers) (attachment IX-6)
- X. GENERAL BOARD BUSINESS**
 - a. First Reading: Board of Education / Thrun Law Firm Annual Policy Update
 - b. Update on Student Handbooks

XI. BUSINESS & FINANCE COMMITTEE REPORTS & RECOMMENDATIONS

Elroy Buckner, Chairperson

1. Report of Committee Meeting held August 8, 2022 (attachment XI-1)
2. Renewal of Agreement with CSM (attachment XI-2)
3. Renewal of Lease Agreement with Pitney Bowes (attachment XI-3)
4. School Based Mental Health Agency Contracted Service Agreement with Arbor Circle (attachment (XI-4)
5. MTSS American Institutes for Research Service Agreement (attachment XI-5)
6. Interagency Agreement for E3 Model, School Based Health Service Programs with Hackley Community Care (attachment XI-6)

XII. PERSONNEL COMMITTEE REPORTS & RECOMMENDATIONS

Steve Kelly, Chairperson

1. Report of Committee Meeting held August 8, 2022 (attachment XII-1)

XIII. STUDENT AFFAIRS COMMITTEE REPORTS & RECOMMENDATIONS

Susan Franklin, Chairperson

1. Report of Committee Meeting held August 8, 2022 (attachment XIII-1)
2. MCVA Course Catalog for 2022-2023 (attachment XIII-2)

XIV. BOARD MEMBER REPORTS AND DISCUSSIONS

XV. AGENDA ITEMS FOR FUTURE MEETINGS & SCHEDULING OF SPECIAL MEETINGS

1. Business & Finance Committee Meeting: September 12, 2022 at 11:30 a.m.
2. Personnel Committee Meeting: September 12, 2022 at 5:00 p.m.
3. Student Affairs Committee Meeting: September 12, 2022 at 5:30 p.m.
4. Board of Education Meeting: September 19, 2022 at 7:00 p.m.
5. Schedule a meeting for the annual review and evaluation of the Superintendent

XVI. REMARKS FROM THE PUBLIC*

XVII. ADJOURNMENT

*Time is provided for members of the audience to address the Board of Education regarding any topic including items on the agenda. The Board is providing two opportunities for the public to comment during the meeting. The first is for people who wish to bring issues to the Board of Education for board consideration. At the end of the meeting, the Board will provide a brief opportunity for community members to comment on activities and/or discussion that took place during the Board meeting. Time limits may be placed if a large number of individuals would like to address the Board.

Note: Upon request to the Superintendent, the District shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting.



**FRUITPORT COMMUNITY SCHOOLS
BILL LIST
Month of July 2022**

<u>FUND</u>	<u>AMOUNT</u>
GENERAL FUND	\$484,153.29
EARLY CHILDHOOD CENTER	\$20,654.43
FOOD SERVICE	\$31,714.67
COOPERATIVE EDUC (ISD) - TECH MILLAGE	\$8,977.06
DEBT SERVICE FUND 2012	\$186.92
2017 DEBT RETIREMENT	\$767.10
DEBT SERVICE FUND 2007	\$207.85
DEBT SERVICE FUND 2021	\$1,333.46
GRAND TOTAL	<u><u>\$547,994.78</u></u>

Attachment IX-2

		GENERAL FUND	SCHOOL SERVICE FUNDS			CAPITAL PROJECTS							Totals
			Food Service	Tech/Security	ECC	Bldg & Site	Capital Projects 2017	Capital Projects 2021	2010	2012 Refund	2017	2021	
Beginning Fund Balance:		4,487,616	594,146	133,486	341,801	1,302,156	2,461,178	6,302,002	171,739	121,133	514,218	145,123	
Revenues:													
Budgeted revenues:		35,005,914	1,361,744	552,500	784,500	-	-	-	-	-	-	-	
Actual revenues:													
	Jul.	15,729	-	-	725	-	-	-	-	-	-	-	16,455
Total Actual Revenues		15,729	-	-	725	-	-	-	-	-	-	-	16,455
Pro Rated buget Variance to date: Rev		2,901,430.33	113,478.67	46,041.67	64,649.66								
Expenses:													
Budgeted expenditures:		(35,344,122)	(1,575,596)	(448,905)	(855,138)	-	-	-	-	-	-	-	
Actual expenditures:^													
	Jul.	(547,588)	(27,598)	(6,248)	(80,944)	-	-	-	-	-	-	(500)	(662,877)
Total Actual Expenses		(547,588)	(27,598)	(6,248)	(80,944)	-	-	-	-	-	-	(500)	(662,877)
Pro Rated budget Variance to date: Exp		(2,397,755.98)	(103,701.67)	(31,160.68)	9,682.24								
Ending Balance to date:		3,955,758	566,548	127,238	261,583	1,302,156	2,461,178	6,302,002	171,739	121,133	514,218		
Projected Ending Balance:		4,149,408	380,294	237,081	271,163	1,302,156	2,461,178	6,302,002	171,739	121,133	514,218		
Revenues over(under) Expenses to date:												(646,423)	

^Fifth Third Bank auto deductions have been included in actual expenditure totals

Fruitport Community Schools
 Student Activity Summary Report - Attachment IX-3
 Month ending July 31, 2022

Student Activity Sub Totals	BEGINNING BALANCE	NET CHANGE	ENDING BALANCE
District Wide Student Activity Accounts	50,176.49	(334.38)	49,842.11
Beach Elementary Student Activity Accounts	31,688.76	(5,679.16)	26,009.60
Edgewood Elementary Student Activity Accounts	35,125.59	18,916.59	54,042.18
High School Class of Student Activity Accounts	7,554.47	-	7,554.47
High School Athletic Student Activity Accounts	76,973.02	(15,709.00)	61,264.02
High School Student Activity Accounts	166,151.58	6,474.56	172,626.14
Middle School Student Activity Accounts	33,041.62	(1,454.26)	31,587.36
Shettler Elementary Student Activity Accounts	25,741.99	882.49	26,624.48
Alt. High School Student Activity Accounts	600.44	-	600.44
Millionaire Party Accounts	19,551.29	4.03	19,555.32
Total Student Activity Fund	\$ 446,605.25	\$ 3,100.87	\$ 449,706.12

Credit Card and Utilities Detail - Attachment IX-4
For the month ending July 31, 2022

	July	August	September	October	November	December	January	February	March	April	May	June	Total
Utilities:													
Consumers	\$ 643.35												\$ 643.35
Frontier	\$ 45.44												\$ 45.44
MISEC	\$ 20,984.57												\$ 20,984.57
Total Utilities	\$ 21,673.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,673.36
Credit Cards:													
General Fund													\$ -
Early Childhood													\$ -
Food Service													\$ -
Tech/Security Millage													\$ -
Student Activities													\$ -
Total Credit Card Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

***Credit cards are always a month behind

July 2022 Transfers - Attachment IX-5

Payment Date	Debit Account Desc	Credit Account Desc	Amount
7/7/2022	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***7/8/22 Payroll & ORS Transfer	\$ 805,763.40
7/14/2022	Checking - General Fnd Inv - USD	Checking - HRA - USD ***HRA Account Low	\$ 6,000.00
7/18/2022	Checking - General Fnd Inv - USD	Checking - General Account - USD ***General Account Low	\$ 300,000.00
7/21/2022	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***7/22/22 Payroll & ORS Transfer	\$ 992,790.60
7/22/2022	Checking - General Fnd Inv - USD	Checking - General Account - USD ***MESSA Transfer	\$ 400,000.00
Total Transfers in July			<u>\$ 2,504,554.00</u>

Personnel Report – August 15, 2022

It is recommended that the following candidates be offered contracts and/or salary increases pending final approval from the Board of Education:

Morgan Bigelow (Transfer from EduStaff to Fruitport)
Cameron Fielstra
Alexandra Gorbach
Amber Martin
Emma Taranko
Lynn Urban

The following staff members will Resign/Retire/Reduce Hours/Transfer:

Morgan Bigelow (Transfer from EduStaff to Fruitport)
Laurie Hall
Stephanie Marietti Benedict
Stephanie Ruple

The following positions are currently posted:

Elementary Teacher – 3rd Grade at Shettler
Year Round Childcare Assistant
Secondary Student Life Mentor and Interventionist
Competitive Cheer Coach
Bus Driver
Instructional Assistants
School Psychologist

Memo

To: FCS Board of Education
From: Allison Camp, Curriculum Director
Date: August 8, 2022
Re: Recommendation for Hire

Emma Taranko – Edgewood Elementary Music Teacher – On July 22 and July 27, Katie Cadwell, Laura Lopez, Tim Priest, Tom Hamilton, and myself conducted first and second round interviews with multiple candidates for our open music position at Edgewood Elementary. After those interviews, the committee selected Emma Taranko to fill the position. She has a Bachelor’s Degree from Grand Valley State University and comes from a family of music educators.

Cameron Fielstra – FHS Graduation Advocate – On August 5, Lauren Chesney, Steve Erny, and myself interviewed 4 candidates for the open position at the high school. After the interviews were complete, the committee decided to offer the job to Cameron. He has his Bachelor’s Degree from the University of Michigan with the possibility of teaching certificates in Social Studies, English, and Math.

I am excited to recommend both educators for hire!

Education

2010

Post Baccalaureate Certificate

Baker College - Muskegon, MI
Secondary Mathematics Additional Endorsement

1999

A.B. Ed. Degree

University of Michigan - School of Education, Ann Arbor, MI
Major: Social Studies, concentration in History
Minor: English

Professional
Certification

Michigan Secondary Provisional Certificate - Expired

Endorsements: Social Studies (RX), English (BA), Mathematics (EX)

Work Experience

8/2016 - Present

Registered Representative

Primerica
Roswell, GA
Independent contractor selling financial products
Including life insurance and mutual funds

8/2019 – 12/2021

Store Manager

Barnes & Noble College
Baker College of Muskegon, Muskegon MI
Manage all aspects of the bookstore tripling in
size during the pandemic

3/2015 - 7/2019

Assistant Store Manager

Barnes & Noble College
Baker College of Muskegon, Muskegon, MI
Manage all aspect of textbook inventory

10/2005 - 3/2015

Receiving Supervisor

Baker College of Muskegon
Four Corners Bookstore - Muskegon, MI
Receive all incoming merchandise, supervise work-study
students, responsible for inventory control and accounts payable.

Volunteer

Word of Hope Church Treasurer, Board Member
Youth Club Baseball and Basketball Coach

Professional Education
Experience

1/2000-6/2005

Daily Substitute Teacher

Muskegon Area Intermediate School District - Muskegon, MI
Worked in a number of classrooms for multiple school districts.

11/2000-6/2001

**Long-term Substitute Teacher - 9th Grade English,
6th Grade Mathematics and Social Studies**

Holton Public Schools - Holton, MI
Prepared lesson plans, maintained student grades and conducted
parent/teacher conferences.

2/2000-5/2000

Long-term Substitute Teacher - English

Fruitport High School - Fruitport, MI
Provided daily instruction, marking period grades and
conducted parent/teacher conferences.

9/1999-12/1999

Student Teacher - 9th Grade Civics

Pioneer High School - Ann Arbor, MI
Created lesson plans and gave daily instruction with
cooperating teacher.

Education Related
Experience

2003-2004

Freshman Baseball Coach

Fruitport High School - Fruitport, MI
Lead practices, made in-game coaching decisions, individual and
team instruction. Worked closely with Varsity Coach on
development of the Baseball Program.

10/2002-6/2003

Part-time Youth Specialist

Muskegon County Youth Home - Muskegon, MI
Responsible for overseeing the safety of the youth in their daily
activities from morning to night.

Participated in the Mentor/Tutoring Program

Willow Run High School - Ypsilanti, MI

Emma

TARANKO

MUSIC EDUCATOR

Phone

(231) 233-6874

Email

emmataranko14@gmail.com

Portfolio

<https://www.tarankoe.wixsite.com/cantabile>

Address

1721 S. Shoreview Ct.
Ludington, Michigan 49431

REFERENCES

Amanda Hite

Comstock Park Public Schools
(616) 551-8086
ahite@cppschoools.com

Beth Gibbs, Ph.D.

Grand Valley State University
(616) 331-2837
gibbsb@gvsu.edu

Shirley Lemon

Grand Valley State University
(616) 581-6135
lemons@gvsu.edu

RESEARCH

- 2020 - "Gender Expansive Students in the Choral Classroom: Awareness & Practices of Secondary Music Educators" - Presented at the 2022 Michigan Music Conference Poster Session
- 2021 - "Anti-Racism Through Critical Race Theory in the Secondary Choral Classroom"

EDUCATION

Grand Valley State University, Aug. 2017 - Dec. 2021

Vocal Music Education; Frederik Meijer Honors College

Ludington High School, class of 2017

EXPERIENCE

- **Summer Music Program Director**

May 2021-present West Shore ESD - Great Start Collaborative

Design and organize diverse curriculum for weekly music class, organize budget and prepare materials for 140 students, apply cross-curricular references often, distribute instruments and extra learning materials weekly. Students aged 0-12.

- **Children's Choir Director**

2021-present Westminster Presbyterian Church of Grand Rapids

Plan for and lead weekly rehearsals for three ensembles, teach foundational skills of music, develop vocal musicality, plan for and conduct monthly performances. Singers ages 3-12.

- **Nanny**

Summer 2020-present The Zuehlke Family

Prepare materials for daily activities, prepare 1-2 meals per day, maintain supervision of children, provide educational support and develop reading/math/social skills. Ages 4-8.

- **Long Term Substitute Teacher - Third Grade**

April-June 2022 Spitler Elementary; Hart Public Schools

Develop lesson plans in accordance with plans left by teacher, provide instruction in many core subjects, develop welcoming environment, work with third grade staff and principal to ensure quality instruction, assist students with varying physical/cognitive/social-emotional needs, gather data to inform practice, administer state testing.

- **Student Teacher - Choir**

Sept.-Dec. 2021 Coopersville Area Public Schools

Planned for & lead rehearsals for five ensembles, gathered data to inform practice, worked 1-on-1 with solo & ensemble students, attended professional development, ran solo auditions, assisted in middle school musical, worked with students grades 6-12.

- **Teacher Assistant - General Elementary Music**

Jan.-April 2021 Comstock Park Public Schools

Assisted in the planning of 12 music classes, co-taught lessons, engaged in development of musical skill through songs, dances, and games. Students grades RK-5.

MEMORANDUM

To: Jason Kennedy

CC: School Board

From: Greg Bodrie

Date: 07/27/2022

Re: **High School Resource Room Teacher**

On July 18, 2022 three candidates were interviewed for a Resource Room position at the high school. Following a second round interview with three final candidates on July 20,2022, the committee unanimously selected Alexandra Gorbach. Alexandra has been in similar teaching roles for the past 22 years.

Her reference checks were exemplar. It is recommended that Alexandra's employment begin with the 2022-23 school year. Per Fruitport's EA contract her first year salary will be \$59,800 which falls at MA, Step 8.

Alexandra Gorbach

Education Specialist | Mild to Moderate Disabilities

562-896-1806 | alexandragorbach@gmail.com

PROFILE

Dynamic special education teacher with 11 years experience in the field of special education. Developed and implemented Individualized Educational Plans (IEPs) for students with various academic, cognitive and social/emotional and behavioral needs. Provided specialized instructions to students with disabilities to meet their unique needs. Expert in collaboration, differentiation of instruction, and support.

CERTIFICATION AND CREDENTIALS

Board Certified Behavior Analyst (BCBA)
Michigan School Administrator Certificate
Michigan Licensed Behavior Analyst

PROFESSIONAL EXPERIENCE

LEAD ABA GRADUATE FACULTY | 2020 – 2022

Purdue University Global | West Lafayette, IN

Provides instructional leadership, data collection, and departmental guidance. SME for Graduate ABA degree program and Course Lead. Manage certification and licensure guidelines as Verified Course Sequence Coordinator.

- Leads faculty meetings for team of 25+ to provide professional development, accountability, and support
- Analyze quantitative and qualitative data to improve performance outcomes
- Develops and presents informational webinars and student orientations
- Develops and teaches synchronous and asynchronous learning curricula and instructional materials

CENTER DIRECTOR | 2018 – 2021

The Shoreline Center | Grand Haven, MI

DIRECTOR OF ABA | 2017- 2018

Directed and scaled interdisciplinary clinic. Established Standards of Practice, and training protocols. Designed and supervised ABA therapy interventions to children with Autism Spectrum Disorder ensuring programmatic fidelity.

- Supervised up to 50 professionals; led evaluation, professional development, and service
- Specialized in qualitative and quantitative data analysis to inform inclusion practices; ABA, SLP, OT
- Led the onboarding, training and performance of new employees
- In-house Mandt instructional trainer to staff of 50

OWNER - BOARD CERTIFIED BEHAVIOR ANALYST | 2014 – 2017

Lakeshore Behavior Analysis | Milwaukee, WI

Principal providing services for families and children. Design and implement 1:1 ABA therapy interventions to children with Autism Spectrum Disorder. Individualized treatment planning, FBAs, direct instruction, IEP support.

- Established solo practitioner model and delivered applied behavior analysis therapy specializing in treatment of high-risk challenging behavior and co-occurring disorders
- Facilitated training for parents and caretakers that extended beyond therapy

CLINICAL SUPERVISOR | 2012 – 2014

Lund Van Dyke Autism & Behavior Specialists | Milwaukee, WI

Supervised ABA therapy serving 75+. Implemented standardized curriculum with special attention to ABA therapy. Supervised 10+ Senior Therapists, 50+ Behavior Technicians, 75+ clients.

- Responsible for providing data analysis to train staff, conduct continuing education, inform treatment plans, Behavior Intervention Plan, Functional Behavior Assessments
- Design and manage curriculum and stimuli library development

SENIOR AUTISM SERVICES PROGRAM MANAGER | 2011 – 2012

Easter Seals Southern California | Los Angeles, CA

Supervised and implemented various behavioral treatment plans (verbal behavior, DTT and NET).

- Created protocols to ensure programmatic fidelity impacting children, parents and providers

SCHOOL COUNSELOR | 2007 – 2010

Burbank Unified School District | Burbank, CA

Developed Behavior and Academic Intervention Plans, social skills programs, PBIS impacting 1500 + children over 3 years. Collaborated on IEP Initial Evaluations, Re-Evaluations, Goals, and Annual Meetings. Communicated effectively with parents, caretakers and teachers. Coordinate school-wide events and services.

- Co-Faculty Chairman of 55+ teachers, Chairman of district-wide Guidance Council
- Representative for Student Outreach Intervention program
- IEP team member providing specific insight and guidance to the team

GENERAL MANAGER | 2003 – 2007

Dairy Castle | Muskegon, MI

Developed key performance goals and managed the performance of staff. Oversaw day-to-day operations. Managed annual budget of \$100,000. Recruited, selected, hired, onboarded new employees.

- Created and implemented strategies for organizational growth
- Led and supported training and performance for 30 + new recruits over a 6 month period, offering continuous advice, guidance, and mentorship on duties and best practices
- Negotiated favorable pricing/terms with vendors over multi-year agreements

EDUCATION

Doctor of Psychology | 2020

California Southern University

Board Certified Behavior Analyst Graduate Certificate | 2012

Florida Institute of Technology

M.Ed, SCHOOL COUNSELING | 2007

Grand Valley State University

B.S. Psychology | 2002

Grand Valley State University

MEMORANDUM

To: Jason Kennedy

CC: School Board

From: Greg Bodrie

Date: 08/01/2022

Re: **Occupational Therapist Registered**

On July 13, 2022 five candidates were interviewed for an Occupational Therapist position within the Eastern Service Unit. Following a second round interview with two final candidates on July 27,2022, the committee unanimously selected Amber Martin.

Her reference checks were exemplary. It is recommended that Amber's employment begin with the 2022-23 school year. Per Fruitport's EA contract her first year salary will be \$55,00 which falls at MA-30, Step 2.

Amber L. Martin

Allendale, Michigan • (231) 557-4364 • Amber.Carmean7@gmail.com

Occupational Therapy Experience

Mercy Health (Muskegon, MI): September 2019 - Present

- Full time Occupational Therapist, OTR/L
- Acute Care and Outpatient Lymphedema
- Member of Unit Based Council for Acute Care team
- Supervised Level II Fieldwork student
- Aiding in the development of a progressive mobility program to implement in ICU

Wesley School (Muskegon, MI): January 2018 - April 2018

- Level I Fieldwork: Pediatric Placement
- Interacted with children of various needs in a center-based learning environment
- Facilitated feeding interventions
- Planned and executed core words intervention activities
- Engaged in child centered interventions and whole class activities
- Supported students using adaptive equipment and assistive technology

Mary Free Bed Rehabilitation Hospital (Grand Rapids, MI): January 2019 - March 2019

- Level II Fieldwork: Inpatient Pediatric Placement, 480+ hours
- Worked with patients ranging from 4 months to 80+ years
- Responsible for patient evaluation, intervention, patient and family education, and discharge planning
- Reported in weekly interdisciplinary team conference
- Proficient in electronic documentation
- Utilized adaptive equipment, modalities, formal assessments, and orthotic fabrication

Mercy Health (Muskegon, MI): April 2019 - June 2019

- Level II Fieldwork: Lymphedema and Acute Care, 480+ hours
- Worked with patients ranging from 18 and older with a variety of diagnoses
- Responsible for patient evaluation, treatment, and discharge planning
- Multidisciplinary collaboration and approach to patient care
- Facilitated patient and family education
- Gained experience within specialized area of occupational therapy in Lymphedema clinic

Muskegon Department of Corrections (Muskegon, MI): September 2018 – December 2018

- Level I Fieldwork: Traditional Placement
- Administration of the OCAIRS assessment
- Developed Community Reintegration Program
- Facilitated weekly classes focusing on the needs of incarcerated individuals
- Provided structure for individuals with occupational performance issues to foster community reintegration

Building Men for Life (Holland, MI): May 2018 - August 2018

- Level I Fieldwork: Community Placement
- Assisted the rehabilitation for individuals struggling with substance abuse
- Conducted weekly client intakes, drug screens, and management of sobriety
- Performed daily motivational interviewing
- Provided assistance to individuals with various occupational performance issues

Work Experience

Coaching: (Fruitport/Muskegon, MI): January 2013 – June 2019

- Fruitport Community Schools, including 4 seasons as 7th grade Head Volleyball Coach and 3 seasons as Fruitport High School Varsity Assistant Volleyball Coach
- Inside Out Volleyball (Muskegon, MI), including volleyball instruction of all different ages and traveling to Nationals in Orlando, Florida

Professional Education Services Group (Fruitport, MI): February 2017 - January 2018

- Served as a substitute teacher for Fruitport Community Schools and taught various grades and subjects
- Carried out daily classroom tasks including facilitating lesson plans, behavior management, and managing student specific health conditions

Grace Space at Port City Community Church (Muskegon, MI): January 2018 – December 2018

- Served in ministry focusing on children with special needs
- Facilitated lesson plans, managed sensory processing deficits, and created safe environments for children

Village Pharmacy: June 2016 – September 2019

- Provided outstanding customer service and product education to pharmacy consumers
- Assisted with ordering of product and maintaining adequate organization throughout facility

Education

Grand Valley State University: September 2017 – August 2019

- Earned Master's Degree in Occupational Science and Therapy
- Awarded Excellence in Service and Leadership
- President of Pi Theta Epsilon Honors Society 2018-2019
- Thesis of Occupational Therapy in Prisons

Cornerstone University: August 2014 – May 2016

- Earned Bachelor of Science in Exercise Science
- NAIA Daktronics Scholar Athlete of the Year
- Participated in two years of Varsity Volleyball
- Served individuals in the Dominican Republic

Muskegon Community College: August 2012 – April 2014 & August 2016 – April 2017

- Participated in two years of Varsity Volleyball
- Nominated as team captain in 2013-2014
- Student-Athlete of the Year Nominee

Fruitport High School: August 2009 – June 2012

- Graduated with Summa Cum Laude honors
- Board Member of National Honors Society
- Inducted into Fruitport High School Athletics Hall of Fame
- Two-time MHSAA State Champion in volleyball with All-State honors

MEMORANDUM

To: Jason Kennedy

CC: School Board

From: Greg Bodrie

Date: 07/27/2022

Re: **Physical Therapist**

On July 25, 2022 four candidates were interviewed for a Physical Therapist position within the Eastern Service Unit. The committee unanimously selected Lynn Urban. Lynn has seven years of experience working with similar clients as she will serve in our schools.

Her reference checks were exemplary. It is recommended that Lynn's employment begin with the 2022-23 school year. Per Fruitport's EA contract her first year salary will be \$59,000 which falls at PHD, Step 3.

Lynn Urban

11815 Sessions Drive
Grand Rapids, MI 49534

lynnvanstrien@gmail.com

(269) 492-5934

SUMMARY

Hard-working, goal-oriented, enthusiastic, licensed physical therapist with over five years of experience in neuro rehabilitation seeking the opportunity to utilize my broad skillset to provide excellent physical therapy services in a school setting. Dynamic team player who works well in a collaborative setting. Motivated leader with strong organizational and prioritization abilities.

PROFESSIONAL EXPERIENCE

Physical Therapist

November 2015 – Present

Hope Network Neuro Rehab – Grand Rapids, MI

- Creates individualized care plans and implements treatment focused on goals to improve function
- Conducts evaluations with patient-centered focus using standardized tests and measures
- Serves as Clinical Instructor for physical therapy students and mentor to volunteers
- Coordinates with interdisciplinary team to meet patient needs and address all goal areas
- Collaborates with patient, patient's support system, and interdisciplinary team for treatment planning
- Consults with direct care staff, PTA's and PT Aides regarding patient needs and treatment progression
- Represents at physiatry and interdisciplinary team meetings to report patient status and goals
- Communicates with vendors and suppliers to seek out new and appropriate equipment and facilitates ordering and delivery
- Develops and presents on area of interest for Physical Therapy Journal club annually

EDUCATION

University of Michigan-Flint – Flint, MI

Doctor of Physical Therapy

Graduation Date: August 2015

Calvin College – Grand Rapids, MI

Bachelor of Arts in Physical Education – Exercise Science

Graduation Date: May 2011

CERTIFICATIONS

Licensed Physical Therapist, State of Michigan

September 2015 – Present

Certified Lymphedema Therapist

November 2017 – Present

Credentialed Clinical Instructor – APTA

April 2018 – Present

Certified Brain Injury Specialist

April 2019 – Present

CONFERENCES/COURSES

Klose Training Lymphedema Certification Course

November 2017

Herman and Wallace – Pelvic Floor Level I

August 2018

Herman and Wallace – Neurologic Conditions and Pelvic Floor Rehab

September 2018

Chronic Wounds Seminar

February 2019

TO:

Aug 8 2022

Fruitport transportation

I Jamie Hall am

Retiring as of

July 1 2022.

Jamie
Hall



Kennedy, Jason <jkennedy@fruitportschools.net>

Teaching position at Shettler

Marietti, Stephanie <smarietti@fruitportschools.net>

Wed, Jul 27, 2022 at 9:57 AM

To: Jason Kennedy <jkennedy@fruitportschools.net>, Allison Camp <acamp@fruitportschools.net>, "Duffey, Janelle" <jduffy@fruitportschools.net>

Good morning ~

I hope you are all enjoying your summer! I am writing to inform you that I have recently had to make a huge life decision in order to alleviate some stress for my family. My 3 kids attend North Muskegon. This year, NM changed the start and end times, made huge changes to their calendar, and busing isn't available for MS/HS. As a single parent, having a different daily school schedule and calendar creates extra stress for us. Last year's schedule was hard enough, and the new changes will make synching our schedules even more difficult. Also, because of Shettler's later end time and my drive time to NM, I am unable to take them to any appointments after school, so I have to take work off in order to take them to the Dr, dentist, or counselor.

With that said, I have decided to resign as a Fruitport teacher and take a teaching position at North Muskegon in hopes it will make life a little easier for my family. This has been an extremely difficult decision for me, and to be honest, I am still not sure that it's the right one. Only time will tell.

I am forever grateful for my years at Fruitport and will deeply miss my family of professionals. Thank you for helping me grow as a teacher, leader, and person.

Best regards,

Stephanie Marietti (Benedict)

--

Shettler Elementary 3rd Grade Teacher



Kennedy, Jason <jkennedy@fruitportschools.net>

Resignation

Ruple, Stephenie <sruple@fruitportschools.net>

Wed, Aug 10, 2022 at 7:40 AM

To: Jason Kennedy <jkennedy@fruitportschools.net>, Mark Mesbergen <mmesbergen@fruitportschools.net>, Allison Camp <acamp@fruitportschools.net>, Monte Kelly <mkelly@fruitportschools.net>, Trista Stingle <tstingle@fruitportschools.net>

This was not an easy decision to make. I will truly miss the people that I work with. I have accepted a job at the CTC.

Thank you again

--

Stephenie Ruple
Fruitport Middle School
231-865-3128
sruple@fruitportschools.net



 **Resignation.pdf**
104K



3113 E. Pontaluna Road
Fruitport, MI 49415
Ph·231·865·3128
Fax·231·865·4086
www.fruitportschools.net

To whom it may concern,

Please accept this letter of resignation from my position as secretary at the middle school. My last day of employment will be August 12, 2022.

It has been a pleasure working for Fruitport Community Schools and I appreciate the opportunities that I have been provided working here. I will truly miss the people and community here.

Sincerely,

Stephenie Ruple

JULY 2022 UPDATE SUMMARY

BOARD POLICY MANUAL

Policy	Revision(s) Made
2000 Series	
2401 Board Member Elections	Minor language clarification(s).
2405 Board Officers	(1) Updated to maintain consistency of Option 2; (2) Minor language clarification(s).
2406 Board Officers Duties	Minor language clarification(s).
2501 Meetings	(1) Added references to rescheduled regular meetings; (2) Added a provision regarding accommodating individuals with disabilities.
2501A Electronic Board of Education Meetings	(1) Deleted sunseted language re: reasons for conducting electronic board meetings; (2) Added a provision regarding accommodating individuals with disabilities.
2501A-F-1 Electronic Board of Education Meeting Checklist	(1) Deleted sunseted language re: reasons for conducting electronic board meetings; (2) Added a provision regarding accommodating individuals with disabilities.
2501A-F-2 Advance Notice of Remote Participation and Remote Attendance for Individual Board Member - Script	Deleted sunseted language re: board member remote participation in board meetings.
2501A-F-3 Electronic Board Meeting Notice	(1) Deleted sunseted language re: reasons for conducting electronic board meetings; (2) Added a provision regarding accommodating individuals with disabilities; (3) Added references to rescheduled regular meetings.
3000 Series	
3105 Visitors and Volunteers	Clarified volunteer driver language.
3106-F Booster Clubs PTOs and Other Support Groups	(1) Clarified scope beyond "parent/guardian" groups; (2) Clarified limited purpose of district information.
3109 Curricular Animals	(1) Clarified distinction between therapy dog and emotional support animal; (2) Removed option to allow emotional support animal other than if required by law.

3118 Title IX Sexual Harassment	(1) Added possible sanctions; (2) Clarified appeal deadline is in calendar days.
3301 Purchasing and Procurement	Removed majority of federal requirements.
3301A Purchasing and Procurement with Federal Funds	Added new federal requirements policy.
3302 Acquisition of Real Property	Acquisition must have legal scope "and" purpose.
3303 Gifts and Donations	Added optional provision re: soliciting donations/crowdfunding.
3303-F Gifts and Donations Form	Clarified SD is not 501(c)(3).
3304 Use of District Property	Broadened process for setting rental amounts.
3305 Sale or Lease of District Property	Clarified "public purpose" restrictions.
3306 Construction Bidding	Added reference to new federal requirements policy.
3307 Construction Administration	Clarified architectural and supervision requirements apply to "construction" projects" (as defined in MCL 388.851).
3308 Distribution of Printed Material and Advertising in School	Revised heading.
3409 Face Mask Requirement	Policy removed. OSHA withdrew effective 1/26/22.
4000 Series	
4101 Non-Discrimination	Whistleblower Protection Act added to the list of statutes.
4102 Anti-Harassment Including Sexual Harassment	Added Section C on retaliation against an individual who participates in an investigation and false complaints or statements.
4103 Whistleblowers Protection	The removal of "reasonably" from "reasonably suspected violation" is based on the absence of a reasonableness requirement for a suspected violation of a federal, state, or local law, regulation or rule in the Whistleblowers' Protection Act and as interpreted by the courts.
4105 Workplace Accommodations for Employees and Applicants with Disabilities	Added cross reference to 2501 regarding requesting an accommodation at a public meeting.
4108 Union Activity and Representation	Amended language clarifies standard for union representation at a meeting with an employee.
4109 Break Time for Nursing Mothers	New optional language allows for accommodation for nursing mothers for longer than one year.
4111 Professional Development	Additional language recognizes that the use of professional development credited towards instructional time may require the District to schedule additional instructional days if the District exceeds the maximum number of cancellation days during a

	school year. This update adds the authority to extend the school calendar if legally necessary to receive full state aid.
4201 Employee Ethics and Standards	Added language regarding under ethics regarding (1) time and effort reporting and reference to new administrative guideline; (2) relationships with other employees or contractors that the employee is supervising; and (3) engaging in inappropriate conduct on school property.
4201-AG Employee Ethics and Standards	Added administrative guideline on time and effort reporting.
4202 Children's Protective Services Reporting and Student Safety and Welfare	Updated language in response to amendments made to the Child Protection Law (MCL 722.623) effective 6/21/22. The list of mandated reporters was expanded as follows: physical therapist, physical therapist assistant, occupational therapist, and athletic trainer.
4205 Hiring and Background Checks	The removal of "job-related" from "other job-related criteria" gives the Board discretion to consider a broader range of criteria, including non-job-related criteria, in hiring decisions.
4210 Drug and Alcohol Free Workplace; Tobacco Product Restrictions	The policy was revised to prohibit the manufacturing, selling, soliciting, dispensing, and distributing of tobacco products and in furtherance of the State Board of Education's policy on tobacco-free schools.
4213 Anti-Nepotism	Clarified the definition of "significant other".
4217 Social Media	The policy was updated to address (1) endorsement of political candidates and parties, (2) appropriately communicate with District stakeholders and community members, and (3) engage in behavior that disrupts or adversely impacts the efficacy of the District's operations.
4218 Employee Dress and Appearance	Revised dress code to limit political messaging except with approval.
4220 Use or Disposal of District Property	Added option of allowing employee use of district property if pre-approved by the Superintendent.
4222 Unauthorized Work Stoppage and Strikes	Amendments aligned the definition of work stoppage to align with decisions from the Michigan Employment Relations Commission.

4226 Temporary COVID-19 Vaccination, Testing, and Face-Covering	Policy removed because the vaccination requirement that this policy was modeled after was withdrawn.
4227 False Medicaid Claims	Added this new optional policy to address false claims under Medicaid.
4301 Definition	Amended optional language and clarified employment standard for Non-Exempt Staff.
4303 Compensatory Time	The sentence was added at the end of "A." to give the District flexibility in offering compensatory time. "Within a classification" was added to "G." to clarify that the District, in assigning overtime, will not discriminate among Non-Exempt staff only within an employee classification.
4304 Timekeeping and Payroll Information	The title of the policy was changed from "Timekeeping and Payroll Information" to "Employee Timekeeping Responsibilities" as the policy does not address payroll information.
4306 Assignment and Transfer	"Personnel management" was added as a basis to assign and transfer Non-Exempt Staff to allow for assignment and transfer based on personnel-related matters, such as discipline.
4308 Reduction and Recall of Non-Exempt Staff	"Personnel management" was added as an appropriate basis for a reduction in force of a Non-Exempt Staff member to give the Board discretion to consider personnel-related matters in making reduction in force decisions.
4309 Discipline and Termination	Minor language clarification(s).
4401 Definition	Minor language clarification(s).
4403 Performance Evaluation	"All" was added before "probationary teachers" to emphasize that all probationary teachers shall receive an individualized development plan.
4405 Reduction in Force and Recall	Added "catch all" paragraph for consideration regarding whether a teacher is qualified.
4406 Professional Improvement Sabbaticals	Added sentence concerning Letters of Agreement pertaining to sabbatical leave.
4407 Discipline	Updated language regarding when an employee may have representation at a meeting with the District.
4503 Performance Evaluation	Clarified that Non-Instructional Administrators, Supervisors, and Directors may be evaluated based on an evaluation instrument that the Board has determined to be appropriate.

4504 Performance Based Compensation	Added reference to individual employment contract.
4506 Discipline	Updated language regarding when an employee may have representation at a meeting with the District.
4601 General	The update authorizes the Superintendent to take action in response to a lawful order or to implement rules to protect health and safety. The amendment also authorizes the Superintendent to draft administrative guidelines and forms consistent with the Board's policies.
4602 Hiring	Included information on duration of superintendent contracts, interim superintendents, and hiring decision criteria.
5000 Series	
5101 Student Expression	Updated consistent with U.S. Supreme Court decision in Mahanoy Area Sch Dist v B.L., 594 US ___ (2021).
5104 Age of Majority	Revised to make certain provisions optional, not mandatory.
5206 Student Discipline	Added reminder that Board must also adopt companion policies (5206A, B, C, and E; 5206D remains optional).
5305 Schools-of-Choice	Added line about non-choice student enrollment.
5506 Field Trips	Streamlined chaperone requirements.
5710 Student Suicide Prevention	Updated to remove previous effective date.
5711 Toilet Training	Revised to provide greater flexibility for schools.

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

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5803 Student Driving and Parking
5804 Work Permits
5805 Student Audio and Video Recording
5806 Recording of District Meetings
5807 Flag Display and Pledge of Allegiance
5808 Family Night or Intentionally Left Blank

Series 2000: Bylaws

2400 Board Membership and Duties

2401 Board Member Elections

Board members are elected by the District's electors at the District's regular election, which is held on the first Tuesday after the first Monday in November of even-numbered years.

At least 1 Board member must be elected at each regular election.

The Michigan Election Law governs the District's election procedures.

The District's elections are conducted by the District's election coordinator, as that term is defined by the Michigan Election Law.

Legal authority: MCL 168.301, 168.641, 168.642c; MCL 380.1206

Date adopted:

Date revised:

Series 2000: Bylaws

2400 Board Membership and Duties

2405 Board Officers

Board officers will consist of a President, Vice President, Treasurer, and Secretary. [Choose Option 1 or 2:] [Option 1: Board officers must be Board members.] [Option 2: The President, Vice President, and Secretary must be Board members, ~~while~~ but the Treasurer is not required to be a Board member.]

A. Election of Board Officers

1. The Board must elect a President and Vice President. The Board may also elect a Treasurer and Secretary.
2. Board officer elections will take place at the Board's annual organizational meeting.
3. A candidate for a Board officer position must receive a majority vote of the Board members then serving on the Board.
 - a. If no person receives a majority vote in an initial vote, the candidates for a second vote will consist of:
 - i. the 2 persons who received the most votes; or
 - ii. if more than 2 persons are tied for the most votes received, all persons tied for most votes received; or
 - iii. if 1 person received the most votes and there is a tie for second place, the person who received the most votes and the persons tied for the second place.
 - b. The process for narrowing candidates will be repeated in subsequent voting rounds.
4. Elected Board officers will serve in that capacity until the next annual organizational meeting, unless a Board member resigns from the officer position or a Board majority votes to remove that Board member from the officer position.

- B. If the Board does not elect a Secretary, the President must appoint a Board member to the vacant office. If the Board does not elect a Treasurer, the President must appoint a Board member [~~Optional~~ include if Option 2 is selected: or non-Board member] to the vacant office.

C. Removal of Board Officers

The Board, by a majority vote of the members then serving, may remove a Board officer from the officer position, with or without cause.

D. Board Officer Vacancies

1. If the office of President becomes vacant, the Vice President will succeed to the office of President for the balance of that office's term.
2. If the office of Vice President, Secretary, or Treasurer becomes vacant, the Board must promptly elect a Board member to fill that vacancy.
3. [Choose Option 1 or 2:] [Option 1: If the office of Secretary or Treasurer becomes vacant, the Board may elect a Board member to fill that vacancy or the President may appoint a Board member to fill that vacancy.] [Option 2: If the office of Secretary becomes vacant, the Board may elect a Board member to fill that vacancy or the President may appoint a Board member to fill that vacancy. If the office of Treasurer becomes vacant, the Board may elect a Board member or non-Board member to fill that vacancy or the President may appoint a Board member or non-Board member to fill that vacancy.] The person elected or appointed to a vacant Board office will serve in that office for the balance of that office's term.

E. Assistants to the Secretary and Treasurer

1. The Board may appoint an assistant to the Secretary and an assistant to the Treasurer who are not required to be Board members.
2. The Board may remove an assistant to the Secretary or an assistant to the Treasurer by majority vote. After a removal, the Board may appoint a person to fill the vacant position.

Legal authority: MCL 380.11a

Date adopted:

Date revised:

Series 2000: Bylaws

2400 Board Membership and Duties

2406 Board Officers' Duties

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

A. President

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

B. Vice President

1. In the President's absence or where the President is precluded from performing the President's duties, preside over Board meetings and perform the President's other duties.
2. Perform other duties as prescribed by law, Policy, or Board action.

C. Secretary

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

2. Sign Board meeting minutes, orders, resolutions, and records memorializing Board proceedings.
3. Draw and sign orders upon the Treasurer for money to be disbursed by the Board.
4. Perform other duties as prescribed by law, Policy, or Board action.

In the Secretary's absence, the Vice President may will serve as acting Secretary or, in the alternative, the Board may appoint a Board member to serve as acting Secretary.

The Secretary may delegate duties to an assistant to the Secretary to the extent allowed by law.

D. Treasurer

1. Serve as the custodian and maintain accounting for District monies, credits, and property.
2. Sign checks and other Board-authorized documents.
3. Perform other duties as prescribed by law, Policy, or Board action.

In the Treasurer's absence, the Vice President may will serve as acting Treasurer or, in the alternative, the Board may appoint a Board member to serve as acting Treasurer.

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

E. Succession

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

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

Date adopted:

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2501 Meetings

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

A. Notice

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

B. Quorum

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

C. Meeting Types

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

D. Closed Session

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

E. Meeting Cancellation

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

F. Electronic Board Meetings and Remote Participation

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

G. Minutes

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

1. The Secretary will record and maintain meeting minutes.
2. The Secretary, or an acting Secretary in the absence of the Secretary, will sign meeting minutes.
3. Meeting minutes will comply with the Open Meetings Act.
 - a. Open session meeting minutes.
 - i. Minutes for a meeting open to the public will include at least the following information:
 - A) the meeting date, time, and location;
 - B) the Board members present for or otherwise participating in the meeting;
 - C) the Board members absent from the meeting;
 - D) board decisions;
 - E) the purpose(s) for which any closed session meeting was held and the specific provision(s) of the Open Meetings Act that permitted the closed session;
 - F) any roll call votes conducted by the Board; and
 - G) corrections, if any.
 - ii. The Board must make proposed open session meeting minutes available for public inspection within 8 business days after the applicable Board meeting.

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

H. Accommodating Board Members and Other Individuals with Disabilities

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

H.I. [Optional Parliamentary Procedure

Board meetings will be conducted consistent with the parliamentary authority provided in _____, provided the procedure is consistent with these Policies Board Policy and the law.]

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

Date adopted:

Date revised:

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2501A *Electronic Board of Education Meetings*

The Board may hold electronic meetings, and Board members and the public may participate remotely, only as permitted by this Policy, the Open Meetings Act, and other applicable law.

A. Definitions

The definitions in this section apply only to this Policy. All other words found in this Policy, unless specifically defined, are given their plain meaning.

- ~~1. "Medical Condition" means an illness, injury, disability, or other health-related condition.~~
- ~~2. "State of Emergency or Disaster" means a state of emergency or disaster that is declared pursuant to law, charter, or local ordinance by the Governor, a local official, governing body, or chief administrative officer (but not the Board).~~
- 3.1. "Two-Way Communication" means telephone, video, or other means of conferencing that allows Board members to hear and be heard by both the public and other Board members, and allows the public to hear and be heard by other members of the public and the Board members during public comment. Real-time typed public comments that may be read to or shared with Board members and the public is a sufficient form of two-way communication for purposes of public participation during an electronic Board meeting.

B. Permissible Reasons for Wholly Electronic Board Meetings

~~1. Statewide State of Emergency or Disaster~~

~~On or before December 31, 2021, the Board may hold a meeting wholly electronically, with every Board member and the public participating remotely, if there is a statewide State of Emergency or Disaster and convening a meeting in a physical location would risk the personal health or safety of the Board or the public.~~

~~2. Local State of Emergency or Disaster~~

~~On or before December 31, 2021, the Board may hold a meeting wholly electronically, with every Board member and the public participating remotely, if there is a local State of Emergency or Disaster that affects the area where the Board usually holds its meetings and convening a meeting in that physical location would risk the personal health or safety of the Board or the public.~~

~~3. All Board Members Participating Remotely~~

The Board may hold a meeting wholly electronically, with every Board member and the public participating remotely, if every Board member simultaneously satisfies one or more of the conditions identified in Section C of this Policy.

C. Permissible Reasons for Individual Board Member Remote Participation

A Board member who is not physically present at an in-person Board meeting due to military duty, a "disability" within the meaning of the ADA, or other reason permitted by Michigan law ~~the following reasons~~ may be counted toward a quorum, deliberate, and vote. To qualify, members absent due to military duty must follow by following ~~the~~ procedures listed in Section D, below. Unless otherwise provided, any Board member who is not absent due to a qualifying exception military duty ~~does not satisfy one or more of the following conditions~~ must be physically present at the meeting to participate.

~~1. Military Duty~~

~~A Board member who is physically absent due to military duty may participate remotely.~~

~~2. Medical Condition~~

~~On or before December 31, 2021, a Board member who is physically absent due to a Medical Condition may participate remotely. The Board will not require a Board member to provide a note from a medical provider stating that the Board member has a Medical Condition.~~

~~3. Statewide State of Emergency or Disaster~~

~~On or before December 31, 2021, a Board member who is physically absent due to a statewide State of Emergency or Disaster may participate remotely if the Board member's in-person attendance at a physical meeting would risk the personal health or safety of the Board or the public.~~

~~4. Local State of Emergency or Disaster~~

~~On or before December 31, 2021, a Board member who is physically absent due to a local State of Emergency or Disaster may participate remotely if that local State of Emergency or Disaster affects the area in which the Board member resides and the Board member's in-person attendance at a physical meeting would risk the personal health or safety of the Board or the public.~~

D. Procedures to Accommodate Board Member Remote Participation

The Board institutes the following procedures to ensure that a Board member who is not physically present at an in-person Board meeting may be counted toward a quorum, deliberate, and vote at a Board meeting.

- ~~1. The remote Board member must make a public announcement at the beginning of the meeting stating that the Board member is attending remotely and (except for remote attendance for military duty) identifying the Board member's physical location, which must include the county, city, township, or village and the state from which the Board member is attending remotely;~~
- ~~2. The remote Board member's public announcement must be recorded in the minutes;~~
- 3.1. The Board and the remote Board member will ensure there is Two-Way Communication during the meeting;
- 4.2. A Board member who plans to participate in a meeting remotely The remote Board member must provide notice to [] at least [] hours before the meeting; and [NOTE – DELETE AFTER ADOPTION: Notice of an electronic meeting must be posted at least 18 hours in advance. We recommend that the remote Board member give notice sufficiently in advance of that time so that the District can disclose that member's absence into the posted notice.]
- 5.3. The Superintendent or designee will ensure that public notice of the remote Board member's physical absence and information on how to contact the remote Board member is provided sufficiently in advance of the Board meeting so that a member of the public may provide input on or ask questions about any business that will come before the Board at the meeting.

E. Procedures to Ensure Public Participation at Electronic Meetings

If the Board convenes a wholly electronic meeting or any Board member participates remotely, the public will also be provided the opportunity to attend the public meeting remotely.

The Board will not require the public to register or otherwise provide their names or other information as a condition of attending a Board meeting, whether in-person or remotely. The Board may require the public to submit information, consistent with public participation rules, to participate in the public comment portion of a meeting.

F. Electronic Board Meeting Notice Requirements

The Superintendent or designee will post notice of an electronic Board meeting at least 18 hours before the meeting. If the Board will be convening in a physical location with one or more Board members attending remotely pursuant to Section C, the notice must include both the physical and virtual locations of the meeting.

If the District has an internet presence that includes monthly or more frequent updates of public meeting agendas or minutes, the notice must be included on a portion of the District's website that is fully accessible to the public, either on the District's homepage or on a separate webpage dedicated to public notices for non-

regularly scheduled or electronic meetings that is accessible through a prominent and conspicuous link on the District's website's homepage. The link must clearly describe its purpose for public notice of non-regularly scheduled or electronic meetings.

The notice must clearly explain:

1. Why the Board is holding an electronic meeting;
2. How the public may participate remotely. If a telephone number, internet address, virtual meeting address, or other information is needed to participate, that information must be specifically provided;
3. How the public may contact Board members to provide input on or ask questions about business that will come before the Board at the meeting;
4. Which Board members will be participating remotely and information about how the public may contact those Board members in advance of the meeting to provide input on or ask questions about any business that will come before the Board at the meeting; and
5. How persons with disabilities may participate in the meeting.

G. Electronic Board Meeting Agenda Requirements

The Superintendent or designee must post the electronic meeting's agenda to the District's website, if an agenda exists. The agenda must be posted at least two hours before the electronic meeting begins. The Board may amend the agenda at the meeting.

Legal authority: MCL 15.263, 15.263a.

Date adopted:

Date revised:

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2501A-F-1 Electronic Board Meeting Checklist

Deciding whether to hold an electronic Board meeting:

For a **wholly electronic** Board meeting, ~~one or more of the following apply:~~

~~On or before December 31, 2021, there is a statewide State of Emergency or Disaster and convening a meeting in a physical location would risk the personal health or safety of the Board or the public.~~

~~On or before December 31, 2021, there is a local State of Emergency or Disaster that affects an area where the Board typically holds its meetings and convening a meeting in that physical location would risk the personal health or safety of the Board or the public.~~

~~On or before December 31, 2021, every Board member has a medical condition as defined by the Open Meetings Act, or is absent due to military duty or a State of Emergency or Disaster affecting the area in which each Board member resides.~~

~~Every Board member is absent due to military duty, an ADA “disability”, or other reason permitted by Michigan law. (no date restrictions).~~

For a **hybrid physical/electronic** Board meeting, a Board member is participating remotely because ~~of one or more of the following:~~

~~Until December 31, 2021, there is a statewide State of Emergency or Disaster and the Board member’s in-person attendance at a physical meeting would risk the personal health or safety of the Board members or the public.~~

~~Until December 31, 2021, there is a local State of Emergency or Disaster that affects an area in which the Board member resides and the Board member’s in-person attendance at a physical meeting would risk the personal health or safety of the Board members or the public.~~

~~Until December 31, 2021, the Board member has a medical condition as defined by the Open Meetings Act.~~

The Board member is absent due to military duty ~~(no date restrictions).~~

The Board member must participate remotely as a reasonable accommodation for an ADA “disability.”

The Board member is subject to another reason permitted by Michigan law.

Preparing for an electronic Board meeting:

2501A-F-1 Electronic Board Meeting Checklist

- Ensure the Board, each Board member participating remotely, and the public have access to Itwo-Way Communication.
- Ensure that persons with disabilities will be able to participate in the meeting and notice is given about how to request an accommodation.
- At least 18 hours before the electronic Board meeting, post the electronic Board meeting notice. The notice must include:
 - Why the Board is holding an electronic meeting;
 - How the public may participate remotely;
 - How the public may contact Board members to provide input or ask questions about business that will come before the Board; and
 - How persons with disabilities may participate in the meeting.

If the District has an internet presence that includes monthly or more frequent updates of public meeting agendas or minutes, the notice must be included on a portion of that website that is fully accessible to the public, either on the District's homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the District's website's homepage. The link must clearly describe its purpose for public notice of non-regularly scheduled or electronic public meetings.

- At least 2 hours before the electronic meeting, post the meeting agenda to the District's website, if an agenda exists.
- The Superintendent or designee must provide notice to the public of which Board members will be participating remotely and information about how members of the public may contact those Board members in advance of the meeting to provide input or ask questions on any business that will come before the Board. ~~This information may be included in the meeting notice.~~
- Although not required by the OMA Open Meetings Act, consider completing an Affidavit of Website Posting of the Public Notice of Electronic Meeting.

During the electronic Board meeting:

- ~~At the beginning of the meeting, a Board member who is participating remotely must publicly announce that he or she is participating remotely and (except for remote attendance for military duty) must identify his or her physical location, which must include the county, city, township, or village and the state from which the Board member is attending remotely.~~
- Confirm the Board, each Board member participating remotely, and the public have access to Itwo-Way Communication.

2501A-F-1 Electronic Board Meeting Checklist

~~Record the remote Board member's public announcement in the minutes.~~

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

~~2501A-F-2 Advance Notice of Remote Participation and Remote Attendance for Individual Board Member – Script~~

Advance Notice of Remote Participation

Directions: A Board member must provide notice of his or her absence and necessary contact information to the Superintendent or Superintendent's designee sufficiently in advance of the Board meeting, and consistent with the procedures in Policy 2501A, so that the District can provide public notice of the Board member's remote participation and information on how a member of the public may provide input to that Board member on any business that will come before the Board.

~~Remote Attendance for Individual Board Member – Script~~

~~**Directions:** For a Board member to participate remotely and be counted toward a quorum, deliberate, and vote electronically at a Board meeting, he or she must make the following public announcement at the beginning of the meeting. This public announcement must be recorded in the minutes. Note: A Board member who is absent due to military duty is not required to announce his or her location.~~

~~Script:~~

~~I, [Board member name], am attending this [Board meeting date] [regular/special] Board meeting remotely.~~

~~I am physically located in [Board member's county, city, township, or village] in the State of [Insert State]. [NOTE: This sentence does not apply to an absence due to military duty.]~~

~~I am able to have two-way communication for this Board meeting.~~

~~Please record this public announcement in the meeting minutes.~~

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2501A-F-3 Electronic Board Meeting Notice

Directions [Delete directions and notes in document before posting]: At least 18 hours before an electronic Board meeting, the Superintendent or designee must prominently post this notice. If the District has an internet presence that includes at least monthly updates of public meeting agendas or minutes, this notice must be included on a portion of its website that is fully accessible to the public, either on the District's homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings, that is accessible through a prominent and conspicuous link on the District's website homepage. The link must clearly describe its purpose for public notice of non-regularly scheduled or electronic public meetings. If the electronic meeting is a special or rescheduled regular meeting, the special meeting posting requirements contained in MCL 15.265 must also be satisfied. For Board meetings at which significant Board action is anticipated (e.g., related to the sale of property, approval of contracts, or adoption of bond or finance documents), consider completing an Affidavit of Website Posting.

Choose Option A (Wholly Electronic) or Option B (Hybrid) and delete option not chosen:

Option A – Wholly Electronic Meeting

The [District Name] Board of Education will hold a [regular/rescheduled regular/special] Board meeting on [Day of the Week], [Month] [Calendar Day], [Year].

The meeting will be held wholly electronically. The public may attend and participate virtually using this link: [insert telephone number, internet address, virtual meeting address, or other information needed to participate].

The Board of Education is holding a *wholly electronic* Board meeting because ~~(select all that apply):~~

~~The meeting will be held on or before December 31, 2021 and all Board members will be physically absent due to one or more of the following:~~

~~▪ Military duty;~~

~~▪ A medical condition;~~

~~▪ A statewide state of emergency or disaster is declared pursuant to law, charter, or local ordinance and convening a meeting in a physical location would risk the personal health or safety of the Board or the public; or~~

~~▪ A local state of emergency or disaster is declared pursuant to law, charter, or local ordinance that affects an area where the Board typically holds its meetings and convening a meeting in the physical location would risk the personal health or safety of the Board or the public.~~

2501A-F-3 Electronic Board Meeting Notice

~~All Board members will be physically absent due to military duty, ADA accommodation, or other reason permitted by Michigan law.~~

Members of the public may contact any Board member in advance of the meeting to provide input or ask questions about business that will come before the Board by [insert individual Board member contact information (e.g. email addresses)].

[OPTIONAL]: The following Board members will be participating remotely: [insert names]. Information is included above on how to contact these board members in advance of the meeting to provide input or ask questions about any business coming before the Board.

Any person with a disability requiring special accommodations to participate in this meeting should contact the Superintendent's office at [insert contact information] in advance of the meeting.

Option B – Hybrid Meeting

The [District Name] Board of Education will hold a [regular/rescheduled regular/special] Board meeting on [Day of the Week], [Month] [Calendar Day], [Year].

The meeting will be held both electronically and in person. One or more Board members will be participating in the Board meeting remotely due to because of (select all that apply):

- Military duty.
- Reasonable accommodation under the ADA.
- Other reason permitted by Michigan law.

~~A statewide state of emergency or disaster is declared pursuant to law, charter, or local ordinance and the Board member's in-person attendance at a physical meeting would risk the personal health or safety of the Board members or the public and the meeting will be held on or before December 31, 2021.~~

~~A local state of emergency or disaster is declared pursuant to law, charter, or local ordinance that affects an area in which the Board member resides and the Board member's in-person attendance at a physical meeting would risk the personal health or safety of the Board members or the public and the meeting will be held on or before December 31, 2021.~~

The public may attend and participate virtually using this linkportal: [insert telephone number, internet address, virtual meeting address, or other information needed to participate]. The public may also attend and participate in person, subject to health and safety requirements, if applicable. attendance limits and applicable social distancing and mitigation requirements, at [insert physical location of the meeting].

~~To the extent feasible, members of the public attending the Board meeting in-person must adhere to social distancing and mitigation measures required by the District or by local or state public health orders to prevent the spread of COVID-19, including maintaining at least 6 feet of distance from anyone outside that person's household.~~

2501A-F-3 *Electronic Board Meeting Notice*

Members of the public may contact any Board member in advance of the meeting to provide input or ask questions about business that will come before the Board by [\[insert individual Board member contact information \(e.g. email addresses\)\]](#).

[OPTIONAL]: The following Board members will be participating remotely: [\[insert names\]](#). Information is included above on how to contact these ~~B~~board members in advance of the meeting to provide input or ask questions about any business coming before the Board.

Any person with a disability requiring special accommodations to participate in this meeting should contact the Superintendent's office at [\[insert contact information\]](#) in advance of the meeting.

Series 3000: Operations, Finance, and Property

3100 General Operations

3105 Visitors and Volunteers

Visitors and volunteers, including parents/guardians, may access the District's property subject to all applicable Policies. The District may deny such access for any lawful reason.

A. Visitors

1. A person may not enter or remain on the District's property if prohibited by law.
2. [Optional: A person visiting a school building during instructional hours must first report to the building's main office. In the Superintendent's or building principal's discretion, a visitor may be required to sign in, present a form of identification, explain the visitor's purpose, wear a visitor badge, and be escorted while on District property.] District personnel that discover a visitor who has not reported to the building's main office will promptly direct the visitor to the building's main office.
- ~~3. District personnel that discover a visitor who has not reported to the building's main office will promptly direct the visitor to the building's main office.~~
- ~~4.3.~~ The District may require advance notice from a person who desires to observe classroom instruction. See also Policy 5401.
- ~~5.4.~~ The building principal or designee may permit a parent/guardian who is a registered sex offender to visit District property to participate in or attend his or her child's school activities. The building principal or designee may require the parent/guardian to comply with other conditions upon visitation, including: a check-in/check-out system, an employee escort while on District property, and a requirement to leave District property immediately upon conclusion of the child's activity.

B. Volunteers

1. A person desiring to volunteer must provide information to the District, including that person's name, address, telephone number, and a form of identification.
2. The District may lawfully require a volunteer to complete an application and consent to a background check as described in Policy 4205.
3. Volunteering is a privilege, not a right. A person does not have any right to volunteer or to perform any particular volunteer assignment. The Superintendent or designee will assess a volunteer's capabilities and determine the appropriate volunteer assignment. The Superintendent or designee may reject a volunteer's request or deny or terminate a volunteer's assignment at any time for any reason that is not unlawful.

4. Volunteer Drivers ~~and Non-School Bus Transportation~~

a. A volunteer may only drive a District vehicle with approval of the Superintendent or designee and in compliance with all applicable laws. For purposes of this subsection B.4., a "District vehicle" is a vehicle owned or leased by the District, including a school bus, and a "private vehicle" is any vehicle that is not a District vehicle.

a.b. [Optional: With the Superintendent or designee's approval, District personnel, an approved volunteer, or a student's parent/guardian may transport students to and from a school or school-sponsored event in a ~~non-school bus vehicle (a "non-school vehicle")~~ private vehicle.]

b.c. Except in an emergency, before a student rides in a ~~non-school/private~~ vehicle, the driver must ~~receive the written consent~~ have permission from of the student's parent/guardian ~~to be the parent's/guardian's designee~~ to transport the student to or from the school or applicable event. Permission must be in writing if the driver is using a vehicle with a manufacturer's rated seating capacity of 11 or more passengers.

c.d. A ~~volunteer~~ driver of a ~~non-school vehicle~~ must:

- hold a valid driver's license appropriate for the ~~non-school~~ vehicle;
- if required by law, hold a valid chauffeur's license; and
- for a private vehicle, provide to the Superintendent or designee's satisfaction proof of insurance, [Optional: safe driving record,] and proof of the ~~non-school~~ vehicle's lawful registration ; and

d. ~~if required by law, hold a valid chauffeur's license.~~

e. ~~The A volunteer driver of a non-school vehicle~~ is responsible for any loss, damage, cost, and liability related to the driver's operation of a ~~non-school District~~ vehicle or private vehicle.

Legal authority: MCL 28.721 et seq.; MCL 257.6, 257.1807; MCL 380.1137, 380.1230, 380.1230a-h

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3106-F Booster Clubs, PTOs, and Other Support Groups

Support groups are required to complete this form annually by [insert date], whether operating within the District or as a separate legal entity.

New Support Group **Renewal of Existing Support Group**

Name of Support Group: _____

Contact Person Name: _____

Contact Person Title: _____

Address: _____

Phone: _____ Email: _____

Program or Activity Supported: _____

Please indicate the status of the support group:

Internal Support Group (e.g., parent/guardian group operating within the District).
Complete Section A.

External Support Group (e.g., booster club, PTO, other separate legal entity).
Complete Section B and the attached Acknowledgment and Release Form.*

Section A: Internal Support Groups

Building of Operation: _____

Describe purpose, activities, events, and fundraisers held (if applicable):

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Primary Staff Contact: _____

3106-F Booster Clubs, PTOs, and Other Support Groups

Section B: External Support Groups

Type of Entity (e.g., non-profit corporation): _____

Bylaws Adopted: Yes No Date Adopted: _____

Date of Formation: _____ (use State of Michigan incorporation date, if applicable)

EIN: _____ (attach copy of IRS confirmation or approval letter)

Banking Institution: _____

*If in the process of forming a legal entity, please describe steps taken and pending approvals:

Note: If any of the above steps have not been completed at the time of filing this form, once completed, a new or updated form must be submitted to the District.

Date of Annual Meeting and Election of Officers: _____

Name and Contact Information of Current Officers:

Title	Name	Phone	Email
President			
Vice President			
Treasurer			
Secretary			

Signature: _____ Date: _____

Printed Name: _____ Title: _____

**External Support Groups must complete the attached Acknowledgment and Release Form.*

3106-F Booster Clubs, PTOs, and Other Support Groups

For Internal Use	
Date Received:	_____
Received by:	_____ Printed Name: _____
<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Signature of Superintendent or Designee:	_____
[Optional: If denied, describe basis (attach additional sheet if necessary)]	

If approved or denied by Board of Education, date of Board Meeting: _____	

3106-F Booster Clubs, PTOs, and Other Support Groups

**Acknowledgment and Release Form
Booster Clubs, PTOs, and Other Legally Separate Parent/Guardian Groups**

By executing this Acknowledgement and Release (“Acknowledgment”), I certify that I am an authorized representative or officer of the ~~parent/guardian~~ group identified below (“Organization”). On behalf of the Organization, which is operated as a separate legal entity from the District, I certify the following:

I have read and understand District Policy 3106 related to the policies and procedures applicable to our Organization. The Organization’s operations will comply with applicable ~~B~~board policies and procedures, administrative guidelines, and ~~B~~board and administrative directives. I certify on behalf of the Organization that the Organization will not represent to any third party that it is an agent of the District or has any authority to act on behalf of the District.

The Organization is currently a properly formed separate legal entity (or is in the process of becoming a separate legal entity) as indicated on District form 3106-F. The Organization certifies that it has: (1) established a legal entity through the State of Michigan; (2) obtained an employer identification number (EIN) through the Internal Revenue Service and does not utilize the District’s EIN for any purpose; and (3) established a separate bank account in the name of the Organization.

As a legally separate entity, the Organization is fully responsible for compliance with applicable state and federal laws. The District does not require the Organization to obtain tax-exempt status as a 501(c)(3) or other form of charitable organization, which is a decision for the Organization. ~~Information provided by the District is general in nature and should not be construed as legal advice.~~ The Organization is solely responsible for consulting with appropriate professionals on legal, tax, accounting, and other compliance matters, as deemed necessary by the Organization, including whether tax-exempt status would be beneficial for the Organization. Information provided by the District is general in nature and should not be construed as legal advice.

District personnel may participate in the Organization’s events and activities on a voluntary basis but may not be required to participate. The Organization is responsible for safeguarding funds raised by the Organization and has adopted written procedures or internal controls related to funds to minimize fraud or abuse. The District will not be liable for the failure of the Organization to properly safeguard funds or for losses associated with fraud or misuse of funds. Events and activities, including fundraisers, held by the Organization are not District-sponsored events and the District will not be held liable for such events or activities.

By execution of this Acknowledgment, I certify on behalf of the Organization that I have read and understand this Acknowledgment and that the Organization releases and holds the District harmless from liability arising from the operation of the Organization, including liability related to events and activities, failure to comply with applicable law, financial losses incurred, including those resulting from fraud or similar acts, and other liability associated with the Organization’s operations.

Name of Organization: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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3109 ~~Non-Service~~Curricular Animals

An animal is not allowed on District property except as provided in this Policy, Policy 3108, with the Superintendent's or designee's approval, or as otherwise required by law. Nothing in this Policy diminishes any rights a person with a disability may have to be accompanied by a service animal or other therapy animal on District property. If an animal's handler is not a student or employee, the handler must undergo a criminal history check and any other background check required for employees and volunteers by state law or Policy before being allowed to regularly access District facilities as the handler.

A. Use of Animals for Instructional Purposes

An animal that supports a District program or curriculum or that is otherwise used for instructional purposes is allowed on District property with the Superintendent's or designee's prior written permission.

~~[Choose Option 1 or 2.]~~

~~[Option 1 (allows therapy animals brought by District employees as approved by the administration):~~

~~It shall be the responsibility of the building's Principal or their designee to develop a plan of care for those animals housed in District buildings in the event of a school closing (i.e., snow day, breaks). Animal-specific guidelines established by the Centers for Disease Control must be followed at all times.~~

B. Therapy ~~Animals~~Dogs

1. Definition of Therapy Dog

~~A "therapy animal," also known as dog," differs from~~ an "emotional support animal," "comfort animal," or "companion animal," ~~is an animal that has not been individually trained to perform a specific job or task for a person with a disability, but its mere presence provides emotional support or comfort to the owner or others.;~~ Therapy ~~animals~~dogs are not "service animals" under the Americans with Disabilities Act (ADA) or Board Policy. Therapy dogs are those that have been:

- a. individually trained and certified by an approved therapy dog training organization;
- b. engaged in animal assisted activities and interactions under the direct supervision of a handler; and
- c. are managed by a handler who has been individually trained, evaluated, and registered with their therapy dog to provide animal assisted activities and animal-assisted interactions on District property.

~~4.~~

2. A therapy animal-dog must be well-behaved and have a temperament that is suitable for interaction with students and other persons in a public school. A therapy animal-dog is the personal property of its owner, not the District.

G- 2. Standards and Procedures for Therapy Dogs

The following requirements must be satisfied before a therapy animal-dog is allowed on District property:

1.a. Request. An owner who wants to bring a therapy animal-dog to school on District property must submit a written request to the Superintendent or designee. The request must be renewed each school year or whenever a different therapy animal-dog will be used.

2.b. Training and Certification. The owner must submit any training or certification information requested by the Superintendent or designee. Any certification required by the District must remain current at all times.

3.c. Health and Vaccination. The therapy animal-dog must be clean, well-groomed, in good health, house broken, and immunized against diseases common to such animals. The owner must submit proof of current required licensure from the county or other licensing authority and proof of the therapy animal's-dog's current vaccinations and immunizations from a licensed veterinarian, if applicable.

4.d. Control. A therapy animal-dog must be under the owner's or handler's control at all times.

e. Handler. If the therapy dog's handler is a District employee, the therapy dog will not interfere with the employee's primary job responsibilities.

f. Ownership. Therapy dogs may be provided by a third party, or independently owned by a District employee. If owned by a District employee, the therapy dog must meet the standards of health described above at the owner's expense. Required training for accreditation must be at the owner's expense. The District bears no financial responsibility for the care or feeding of the therapy dog. The District is not responsible for providing any care, supervision, or assistance of the therapy dog.

g. Transportation. Animals, other than service animals, are not to be transported on school buses. It is the responsibility of the therapy dog's handler to transport the dog to and from school property.

5.h. Identification. The therapy animal-dog must wear appropriate identification identifying it as a therapy animal-dog.

6.i. No Disruption. The therapy animal's-dog's behavior must not disrupt the educational process.

~~7.i.~~ Health/Safety. The therapy animaldog must not pose a health or safety risk to any student, employee, or other person.

~~8.k.~~ Supervision/Care of Therapy AnimalsDogs. The owner or handler is responsible for the supervision and care of a therapy animaldog, including feeding, exercising, and clean up while the animaldog is in a District building or on District property. The District is not responsible for providing any supervision, care, or assistance for a therapy animaldog.

~~9.l.~~ Authorized Area(s). The owner or handler will only allow the therapy animaldog to be in those areas that have been pre-authorized by the Superintendent or designee.

~~10.m.~~ Insurance. The owner or handler must submit a copy of an insurance policy that provides liability coverage for any damage or injury caused by the therapy animaldog while on District property.

~~D.~~ 3. Exclusion or Removal from School

A therapy animaldog may be excluded from District property if the Superintendent or designee determines that:

~~1.n.~~ the handler does not have control of the animaldog;

~~2.o.~~ the animaldog is not housebroken;

~~3.p.~~ the animaldog presents a direct and immediate threat to others; or

~~4.g.~~ the animal'sdog's presence otherwise disrupts the educational process.

The owner or handler must remove the therapy animaldog from District property immediately upon such a determination.

~~E.~~ 4. Allergic Reactions

If any student or employee assigned to a classroom in which a therapy animaldog is permitted suffers an allergic reaction to the therapy animaldog, the owner or handler must remove the animaldog to a different location designated by the Superintendent or designee.

~~F.~~ 5. Damages to District Property and Injuries

The owner of a therapy animaldog is solely responsible and liable for any damage to property or injury to persons caused by the therapy animal-~~].~~

~~[Option 2 (only allows therapy animals to the extent required by law):~~

~~G. [Option 2 (only allows therapy animals to the extent required by law):~~

C. A “therapy animal,” sometimes also referred to as an “emotional ~~Emotional Support~~ Animals

1. An “emotional support animal,” is an animal that has not been individually trained to perform a specific job or task for a person with a disability, but its presence provides comfort or emotional support to others. ~~Therapy-Emotional support~~ animals are not “service animals” under the ADA or Board Policy.

2. ~~A therapy~~An emotional support animal is not allowed on District property except as otherwise required by law.~~;~~

Legal authority: 28 CFR 35.136

Date adopted:

Date revised:

Series 3000: Operation, Finance, and Property

3100 General Operations

3118 Title IX Sexual Harassment

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

This Policy addresses allegations of Title IX sexual harassment that occurred on or after August 14, 2020. Allegations of discrimination, harassment, or retaliation not covered by this Policy should be addressed under the District's applicable non-discrimination or anti-harassment policies. Allegations alleging both Title IX sexual harassment and other forms of unlawful discrimination and harassment (e.g., race, age, disability) that cannot be reasonably separated into two distinct complaints should be investigated under this Policy. Investigating other forms of discrimination, including harassment and retaliation, through this Policy will fulfill the District's investigation requirements under Policies 4104 or 5202, but nothing in this paragraph limits the District's right to determine at any time that a non-Title IX allegation should be addressed under Policies 4104 or 5202 or any other applicable Policy.

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

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

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

A. Definitions

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

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

- a. A District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct;
 - b. Unwelcome conduct that a reasonable person would determine to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
 - c. Sexual assault, dating violence, domestic violence, or stalking, as defined by the Violence Against Women Act, 34 USC § 12291 et. seq., and the uniform crime reporting system of the Federal Bureau of Investigation, 20 USC 1092(f)(6)(A)(v).
 - i. "Sexual assault" means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
 - ii. "Dating violence" means violence committed by a person who is or has been in a romantic or intimate relationship with the Complainant. The existence of such a relationship is based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
 - iii. "Domestic violence" means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, person with whom the Complainant shares a child, person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Michigan; or any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Michigan.
 - iv. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.
2. "Actual Knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator or any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only District employee with actual knowledge is the Respondent.
 3. "Appeals Officer" is the person designated by the District to handle appeals of a dismissal or determination of responsibility for matters investigated under this Policy. The Appeals Officer may not be the same person as the Investigator, Title IX Coordinator, Decision-Maker, or person designated to facilitate an informal resolution process on a specific matter.

4. “Complainant” is a person who is alleged to be the victim of conduct that could constitute Title IX sexual harassment.
5. “Consent” means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or relationships between District employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.
6. “Day,” unless otherwise indicated, means a day that the District’s central office is open for business.
7. “Decision-Maker” is the person designated by the District to review the investigation report and provide a written determination of responsibility that provides the evidentiary basis for the Decision-Maker’s conclusions. The Decision-Maker may not be the same person as the Investigator, Title IX Coordinator, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter.
8. “Education Program or Activity” means any location, event, or circumstance over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred.
9. “Formal Complaint” means a written document or electronic submission signed and filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the sexual harassment allegation.
10. “Grievance Process” is the process by which the District handles Formal Complaints.
11. “Investigator” is the person designated by the District to investigate a Title IX Formal Complaint. The Investigator cannot be the same person as the Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.
12. “Report” means an account of alleged Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).
13. “Respondent” is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.

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

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

B. Posting Requirement

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

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

C. Designation of Title IX Coordinator

The District designates the following person(s) as the Title IX Coordinator(s):

[TITLE IX COORDINATOR NAME OR POSITION/TITLE]

[TITLE IX COORDINATOR OFFICE ADDRESS]

[TITLE IX COORDINATOR PHONE NUMBER]

[TITLE IX COORDINATOR EMAIL]

D. Reporting Title IX Sexual Harassment:

A person may make a report of sexual harassment or retaliation at any time. Reports may be made in person, by mail, by telephone, or by electronic mail, using

the contact information listed for the Title IX Coordinator, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

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

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

E. General Response to Sexual Harassment

1. District's Obligation to Respond without Deliberate Indifference

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

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

2. Response to Report of Title IX Sexual Harassment

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

3. Formal Complaint Filed

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

4. Equitable Treatment

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

5. Documentation and Recordkeeping

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

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

6. Supportive Measures

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

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

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

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

Supportive measures may include, but are not limited to:

- a. District-provided counseling;
- b. Course-related adjustments, such as deadline extensions;
- c. Modifications to class or work schedules;
- d. Provision of an escort to ensure that the Complainant and Respondent can safely attend classes and school activities; and
- e. No-contact orders.

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

7. Respondent Removal

- a. Emergency Removal (Student)

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

b. Administrative Leave (Employee)

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

8. Law Enforcement

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

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

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

F. Grievance Process

1. Generally

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

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

Respondents generally or for or against an individual Complainant or Respondent.

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

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

At any point, the Title IX Coordinator, Investigator, Decision-Maker, or Appeals Officer may temporarily delay the Grievance Process or permit a limited extension of time frames for good cause. Good cause may include absence of a party, party’s advisor, or witness; concurrent law enforcement activity; or the need for accommodations (e.g., language assistance or accommodation of disabilities). If there is a delay or extension, the parties will receive written notice of the delay or extension and the reasons for the action.

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

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

2. Notice of Allegations

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

- a. A copy of this Policy, which includes the District’s Grievance Process, and any informal resolution process;
- b. The sexual harassment allegations, including sufficient details known at the time and with sufficient time so that parties may prepare a response before the initial interview. Sufficient details include parties involved in the incident, if known; the alleged conduct constituting sexual harassment; and the date and time of the alleged incident;
- c. A statement that the Respondent is presumed not responsible for the alleged conduct;
- d. A statement that a determination of responsibility is made at the Grievance Process’s conclusion;

- e. A statement that the parties may have an advisor of their choice, who may be an attorney, although any attorney or advisor who is not a District employee will be at the party's own cost;
- f. A statement that the parties will be provided an opportunity to inspect and review any evidence before the investigation report is finalized; and
- g. If the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during the disciplinary process, a citation to that portion of the Code of Conduct. If the Code of Conduct does not address false statements by students, the notice is not required to include any reference.

If, during the course of an investigation, the Investigator decides to investigate allegations that are not included in this notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

3. Informal Resolution

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

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

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

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

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

- a. Allegations;
- b. Informal resolution requirements, including the circumstances under which the informal resolution precludes the parties from resuming a Formal Complaint arising from the same allegations;
- c. Right to withdraw from informal resolution and resume the Grievance Process at any time prior to agreeing to a resolution; and

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

4. Investigation

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

a. Investigation Process

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

The District may not access, consider, disclose, or otherwise use a party's medical records, including mental health records, which are made and maintained by a healthcare provider in connection with the party's treatment unless the District obtains that party's voluntary, written consent to do so for the Grievance Process.

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

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

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

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

The Investigator must ensure that the Complainant and Respondent have an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party has the opportunity to meaningfully

respond to the evidence before the investigation's conclusion. This evidence includes (1) evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and (2) inculpatory or exculpatory evidence obtained from any source.

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

b. Investigation Report

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

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

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

5. Determination of Responsibility

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

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

- a. Afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness; and
- b. Provide each party with the answers, and allow for additional, limited follow-up questions from each party.

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

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

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

- a. Identification of the sexual harassment allegations;
- b. Description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
 - i. Notification to the parties;
 - ii. Party and witness interviews;
 - iii. Site visits;
 - iv. Methods used to collect evidence; and
 - v. Hearings held.
- c. Factual findings that support the determination;
- d. Conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;
- e. A statement of, and rationale for, the result as to each allegation, including:
 - i. A determination of responsibility;
 - ii. Any disciplinary action taken against the Respondent (consistent with Policies 4309, 4407, 4506, 4606, or 5206, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and
 - iii. Whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.
- f. Appeal rights

6. Appeals

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

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

- a. A procedural irregularity that affected the outcome.
- b. New evidence that was not reasonably available at the time the determination of responsibility or dismissal decision was made that could affect the outcome.
- c. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent, generally or individually, that affected the outcome.
- d. [DISTRICT MAY CHOOSE TO ADD ADDITIONAL APPEAL GROUNDS]

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

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

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

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

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

G. Dismissal

1. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

- a. The Formal Complaint's allegations, even if proven, would not constitute sexual harassment as defined in this Policy;
- b. The Formal Complaint's allegations did not occur in the District's programs or activities; or
- c. The Formal Complaint's allegations did not occur in the United States.

2. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

- a. The Complainant notifies the Title IX Coordinator in writing that the Complainant wishes to withdraw the Formal Complaint in whole or in part;
- b. The Respondent's enrollment or employment ends; or
- c. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination (e.g., several years have passed between alleged misconduct and Formal Complaint filing, Complainant refuses or ceases to cooperate with Grievance Process).

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

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

H. Consolidation of Complaints

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

I. Remedies and Disciplinary Sanctions

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

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

1. Providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;
2. Offering the parties school-based counseling services, as necessary;
3. Providing the parties with academic support services, such as tutoring, as necessary;
4. Rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;
5. Moving the Complainant's or the Respondent's locker or work space;
6. Issuing a "no contact" directive between the Complainant and Respondent;

7. Providing counseling memoranda with directives or recommendations;
- ~~8. Imposing discipline consistent with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts.~~

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

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

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

1. Assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;
2. Additional staff training;
3. A climate survey; or
4. Letters to students, staff, and parents/guardians reminding persons of their obligations under this Policy and applicable handbooks.

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

J. False Statements

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

K. Confidentiality

The District will keep confidential the identity of a person who reports sexual harassment or files a Formal Complaint, including parties and witnesses, except

as permitted or required by law or to carry out any provision of this Policy, applicable regulations, or laws.

L. Retaliation

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

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

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

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

M. Training

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

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

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

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

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

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

N. Record Keeping

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

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

O. Office for Civil Rights

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

U.S. Department of Education Office for Civil Rights
1350 Euclid Avenue, Suite 325
Cleveland, Ohio 44115
Phone: (216) 522-4970
E-mail: OCR.Cleveland@ed.gov

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

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3301 Purchasing and Procurement

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

A. Responsibility for Purchasing

The District's administration, under the Superintendent's supervision, may purchase items for the District, subject to any parameters established by the Board.

B. When Competitive Bidding is Required

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

C. Bidding Procedure

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

- e. Any other process, in the Superintendent's or designee's discretion, that is likely to result in at least 3 known vendors providing bids for the item sought, regardless of whether at least 3 bids are actually received.
2. Each bidder responding to a request for proposals must certify that it is not an Iran-linked business as defined by MCL 129.312.
3. Awarding Bids
 - a. If competitive bidding is required by law, any contract must be awarded by the Board to the lowest responsible bidder.
 - b. In determining bidder responsibility, the District may take 1 or more of the following into account:
 - The District's experience with the bidder;
 - Others' experience with the bidder;
 - The bidder's history of satisfactory performance or questionable litigation, protests, or disputes;
 - The bidder's capitalization and solvency;
 - The length of time the bidder has been engaged in its business;
 - The recommendation of the District's professional consultants; and
 - Any other factor consistently and lawfully applied.
 - c. In any bid procedure, the District reserves the right to reject any or all bids or waive any informalities or irregularities in the bid process.
4. Michigan-Based Business Preference
 - a. The District may give up to a 10% preference to a bidder that is a Michigan-based business as defined by MCL 18.1268.
 - b. The Michigan-based business preference will not apply if federal funds are used for the purchase.

D. Purchases Using State Aid Act Funds

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

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

E. Purchases Using Federal Funds

~~1. This subsection E only applies to purchases Purchases made with federal funds and subject to the federal Uniform Grant Guidance. All terms in this subsection E have the same respective meanings as defined are also governed by federal regulation (2 CFR 200.1-99).~~

~~2. Subject to the District's obligation to comply with Michigan law, the District must use 1 of the following procurement methods that includes information sufficient to inform all potential bidders about the District's technical, service, and bid procedure requirements:~~

~~a. Purchases up to \$10,000 (micro-purchases)~~

~~i. To the extent District administration determines that the cost of the purchase is reasonable, micro-purchases may be made or awarded without bidding in accordance with this Policy. For purposes of this subsection, "reasonable" means the purchase is comparable to market prices for the geographic area. 3301A.~~

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

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

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

~~c. Purchases over \$250,000~~

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

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

~~3. The District will take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are included in bidding opportunities.~~

~~4. A person may protest the veracity, conformity, or eligibility of a bid. The District will handle bid protests as follows:~~

- ~~a. Within 48 hours of the time bid results are available, the protesting person will submit a written protest to the Superintendent describing in detail the nature of the protest;~~
- ~~b. The Superintendent or designee will review the written protest, and the Superintendent may bring it to the Board's attention in the Superintendent's discretion;~~
- ~~c. A person's failure to file a protest as described above is an irrevocable waiver of the bid protest; and~~

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

- ~~5. The District will retain all bids and formal bid solicitation documents for a period of 6 years after the bid opening date, or longer if required by law.~~

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3301A Purchasing and Procurement with Federal Funds

This Policy applies to purchases of property and services with federal funds and subject to the Uniform Grant Guidance. All terms in this Policy have the same respective meanings as defined by federal regulation (2 CFR 200.1-99).

A. State Law Requirements Still Apply

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

B. Procurement Methods

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

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

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

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

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

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

3. Purchases over \$250,000

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

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

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

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

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

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

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

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

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

Legal authority: 2 CFR 200.1 et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3302 Acquisition of Real Property

The Board may acquire real property for any purpose and through any means permitted by law.

- A. Acquisition costs must be reasonable, as determined by the Board. Reasonable cost may not be the same as fair market value.
- B. [Optional: Subject to Board parameters and legal review, the Superintendent may obtain, negotiate, modify, and execute transaction documents for any Board-authorized acquisition of real property.]
- C. The Board may meet in closed session to discuss the purchase or lease of real property as permitted by law.
- D. When title to real property is acquired, the District should provide written notice via registered mail to the local tax assessor by December 31 of the year of acquisition that the property will be tax-exempt.

Legal authority: MCL 15.268; MCL 207.501 et seq., 207.521 et seq.; MCL 380.553, 380.1225, 380.1351 et seq.; MCL 565.351 et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3303 Gifts and Donations

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

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

A. Accepting Donations

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

B. Optional: Soliciting Donations

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

~~B.C.~~ _____ Scholarships are governed by Policy 3207.

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

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3303-F Gifts and Donations Form

The Board of Education recognizes and appreciates the generosity and support it receives from individuals, companies, parent/guardian support groups, the community, and other donors (“Donors”).

The District is a tax-exempt organization that may receive charitable contributions under Internal Revenue Service (IRS) Code Section 170(c)(1). The District ~~is not may not be~~ a tax-exempt organization under Section 501(c)(3). For additional information on deductions related to a donation (“Donation”) or charitable contribution, Donors are encouraged to consult with a tax professional. Donations to the District shall be treated as public funds to be used for a public and educational purpose in accordance with state and federal law. [Optional: Donors may also donate directly to, _____ (insert name of educational foundation supporting the District). The Foundation is a tax-exempt organization under Section 501(c)(3) (insert tax-exempt status if applicable).]

Donor Information

Name of Donor: _____

Contact Person: _____

Address: _____

Phone: _____ Email: _____

If the Donor is an internal support group operating within the District as described under Policy 3106, please provide the following information, if applicable:

Describe student group or club, activity, or event:

3303-F Gifts and Donations Form

Donation Information

School building associated with Donation: _____

Insert "district-wide" if not associated with a particular school building.

Please indicate type of Donation and complete the appropriate section that follows.

- Cash Donation
- Real Property
- Personal Property (e.g., equipment, supplies)
- Other (e.g., services, capital projects, or other construction):

Cash or Monetary Donation:

Amount of Donation: \$ _____

Do not attach checks to this Form. The District will provide notification of acceptance or, if unable to accept, notification including of the reason for non-acceptance.

Personal Property:

Description of Personal Property: _____

Estimated fair market value: * \$ _____

Real Property and Capital Projects:

Description of Real Property: _____

Estimated fair market value: * \$ _____

Pursuant to Policy 3303, donations of real property require approval by the Board of Education. The Superintendent or designee will contact Donors desiring to gift real property or complete capital projects for additional documentation as identified in Policy 3303.

Other:

Description: _____

* For specific information related to valuation, see IRS Publication 561, *Determining the Value of Donated Property*.

3303-F Gifts and Donations Form

Donation Purpose

Is the gift or donation for a specific purpose? Yes No

If yes, please describe the specific purpose (e.g., the District building, event or student club) as well as any other related details:

Is the Donation for the purchase of a gift or an award for recognition (e.g., volunteer services, student achievement, staff appreciation)? Yes No

If yes, please describe the purpose: _____

Do any other terms, conditions, or restrictions apply to the Donation? Yes No

If yes, please describe: _____

By signing this form, I understand and agree that:

The information provided is complete and accurate to the best of my knowledge and belief. I acknowledge that I have read and understand Board Policy 3303, Gifts and Donations, and understand that accepted Donations become public funds of the District unless a specific exception applies under law. Donor acknowledges that the District shall not be accountable to replace Donations that are lost, destroyed, or become obsolete. I further represent that I am an authorized representative of the Donor.

Signature: _____ Date: _____

Printed Name: _____

Title or Position (if Donor is other than an individual): _____

For Internal Use	
<input type="checkbox"/> Accepted	<input type="checkbox"/> Not Accepted
Date: _____	
Signature of Superintendent or Designee: _____	
<input type="checkbox"/> Donor Contacted by: _____	
<i>staff member name</i>	
Date: _____	
If approved by Board, date of Board meeting: _____	
[Optional: Provide a link to PDF version of Form on District letterhead]	

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3304 Use of District Property

A. Definitions

1. [Optional in conjunction with subsection D.5: “Non-curricular education group” means a non-student group comprised of a substantial number of District students organized for the general benefit of students, such as Boy Scouts, Girl Scouts, 4-H, and other similar groups.]
2. “Non-student group” means any group or persons, other than a student group, who requests to use District facilities and are supervised by at least 1 adult responsible for the group.
3. “Student group” means 1 or more students participating in District-sponsored curricular or extracurricular activities supervised by District personnel, such as an athletic team, student council, academic team, or student club.

B. General Facilities Use Guidelines

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

The supervising adult assumes primary responsibility for complying with subsection B.2.

8. Leasing District property is addressed in Policy 3305.

C. Use of District Facilities by Student Groups

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

D. Use of District Facilities by Non-Student Groups

[Choose Option 1 or 2:]

[Option 1: The District does not allow non-student groups to use District facilities.]

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

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

6. The District's facilities are not public fora [Optional: , and a non-student group's access to such facilities does not create a public forum.][Note: Call legal counsel to discuss before relying on this [subsection D.6](#)].
7. Denial of access
 - a. The Superintendent or designee may reject a non-student group's request to use District facilities if the group's use of the facilities is for a commercial purpose. A booster club or other organization raising money purely for the support of a student group and not for personal profit is not considered a commercial purpose.
 - b. The Superintendent or designee may lawfully restrict, exclude, or impose conditions on a person inappropriately using District facilities or violating this Policy. A person who refuses to comply may be considered a trespasser.

E. [Optional: Use of Specialty Facilities by Application and Agreement

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

F. Using District Personal Property

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3305 Sale or Lease of District Property

The District may, in accordance with applicable law, sell, lease, or otherwise convey (each, a “transfer”) its property, whether real or personal. [Optional: Subject to Board parameters and legal review, the Superintendent may obtain, negotiate, or modify transfer documents for any Board-authorized transfer of District property.]

- A. The District may consider both solicited and unsolicited offers to transfer its property. The District may market its property through any lawful process, including employing a real estate broker, publicly listing the property for a specific price, soliciting bids, or holding an auction.
- B. The Superintendent or designee will contact the District’s financial advisor or legal counsel to investigate any tax consequences from the transfer of District property financed with tax-exempt obligations.
- C. ~~Except for a transfer in subsection D, the~~The District may only transfer its property in exchange for fair value, which value may be non-monetary deemed fair by the Board. An appraisal may be obtained but is not required.
- ~~D. The District may transfer real property to a public entity for less than fair value if the property is subject to a lawful public purpose deed restriction.~~
- ~~E.D.~~_____ The District may not impose a deed or use restriction that is prohibited by law.
- ~~F.E.~~_____ The transfer of District real property is exempt from transfer tax.

Legal authority: Const 1963, art 9, § 18; MCL 123.1045; MCL 207.505, 207.526

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3306 Construction Bidding

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

A. When Competitive Bidding is Required

1. The District must competitively bid all labor and material for a Construction Project if the project cost exceeds the then-current state bid threshold published annually by MDE (the "Bid Threshold").
2. The District does not need to competitively bid a:
 - Construction Project costing less than the Bid Threshold;
 - contract for repair in emergency situations;
 - repair normally performed by District employees; or
 - professional consultant contract.

B. Bidding Procedure

1. If competitive bidding is required, the District must follow the bidding procedure prescribed by Revised School Code Section 1267 and award contracts to the lowest responsible bidder.
2. To determine whether a bidder is a responsible bidder, the District may consider the factors enumerated in Policy 3301 subsection C.3.b.
3. If competitive bidding is not required, the District may use any lawful means to procure contracts.
4. Each bidder must certify that it is not an Iran-linked business as defined by MCL 129.312.

C. Alternates

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

D. Michigan Business Preference

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

E. Construction Bidding Using State Aid Act Funds

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

F. Construction Bidding Using Federal Funds

The purchase of property and services made with federal funds subject to the Uniform Grant Guidance ~~must comply with the Uniform Grant Guidance and the procedures described in Policy 3301 subsection E~~ are also governed by Policy 3301A.

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3307 Construction Administration

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

A. Plan Review

1. Before commencing construction, the District, or an authorized agent on the District's behalf, will submit project plans and specifications to the Michigan Bureau of Construction Codes Plan Review Division.
2. Alternatively, the District may submit the plans and specifications to the applicable local building department if the Board and the municipality's governing body have properly certified that full-time code officials, inspectors, and plan reviewers registered under the Skilled Trades Regulation Act will conduct plan reviews and inspections. In that situation, the District must also submit the plans and specifications to the Bureau of Fire Safety.
3. [Optional for a District high school located within a city or village or a District high school that does not have an athletic facility / Recommended if the District has or anticipates constructing such a high school: In accordance with Revised School Code Section 1263, before building a new high school or expanding a high school by at least 20% of its existing square footage, the District, or an authorized agent on the District's behalf, will submit the site plan to the local zoning authority for administrative review.]
4. Before the District commences new construction or major renovation of a school building or athletic facility, the Superintendent or designee will consult with the law enforcement agency that will be the first responder for that building or facility about safety issues.

B. Professional Consultants

1. If the total cost of a school building construction project will be \$15,000 or more:
 - a. a Michigan-licensed architect or professional engineer must prepare the plans and specifications; and
 - b. a qualified person or firm must supervise construction as provided in MCL 388.851.
2. The District may hire a construction manager for any project. If the construction manager also performs construction, either directly or by assuming responsibility for the work of other contractors (e.g., construction manager as constructor):

- a. the construction manager may not supervise such construction under MCL 388.851; and
- b. the District must still bid the project as required by law.

C. Payment and Performance Bonds

1. For all contracts described in MCL 129.201 that exceed \$50,000, the principal contractor must procure performance and payment bonds in accordance with law.
2. Unless the Superintendent or designee determines otherwise, the District requires payment and performance bonds to be 100% of the contract sum.
3. The responsibility for procuring payment and performance bonds rests solely with the contractor. The District has no duty to ensure that a contractor has procured a payment or performance bond.

Legal authority: MCL 129.201 et seq.; MCL 339.6001 et seq.; MCL 380.1263, 380.1264; MCL 388.851 et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3308 *Distribution of Printed Material and Advertising in School*

District facilities may be used to advertise or distribute printed information for commercial or promotional purposes (“Advertisement”) in accordance with this Policy. An approved Advertisement does not reflect the District’s approval or endorsement of any product, organization, service, or issue referenced in the Advertisement. An ~~a~~Advertisement does not include public recognition or commemoration of District or student organization donors and sponsors.

A. General Restrictions on Advertisements

1. No Advertisement may:

- violate law or Policy or urge a violation of law or Policy;
- lie or mislead;
- advocate the use, or advertise the availability, of tobacco (including e-cigarettes), alcohol, cannabis/marijuana, illegal drugs, or related paraphernalia;
- contain a statement or image that describes or displays profanity, pornography, sexual activity, nudity, violence, serious injuries, or corpses;
- incite violence or advocate the unlawful use of force;
- invade a person’s privacy;
- violate a trademark, copyright, patent, or other intellectual property right;
- include material inappropriate for the maturity level of the students exposed to the Advertisement; or
- create a likelihood of a material and substantial disruption.

2. The District may regulate Advertisement content within legally permitted parameters.

3. The District may determine the size, location, and times of display of all Advertisements.

B. ~~Student Group~~ Advertisements ~~of Student Groups~~

1. A student group is 1 or more students participating in District-sponsored curricular or extracurricular activities supervised by District personnel, such as an athletic team, student council, academic team, or student club.

2. A student group may use District facilities for that group's Advertisements with the prior approval of the applicable building principal or designee.
3. A non-student group Advertisement that appears within materials produced or distributed by a student group (e.g., yearbooks, student newspapers, and athletics or student club publications) is considered a non-student group Advertisement.

C. Non-Student Group Advertisements

1. A non-student group Advertisement is any Advertisement that is not considered a student group Advertisement or District speech.
2. A non-student group Advertisement must:
 - include a statement explaining that the group is not affiliated with, or endorsed by, the District;
 - receive prior approval from the Board [or Superintendent or designee]; and
 - be subject to a written contract with the District describing each party's obligations and rights.
3. [Optional: A non-student group Advertisement may not reference a political candidate or ballot question.]
4. A non-student group Advertisement, if approved, [Optional but recommended: is intended to generate revenue and] does not create a forum for speech or expression. [Note: Consult legal counsel for forum analysis.]

D. School Bus Advertisements

1. An Advertisement may not appear on the exterior of a school bus.
2. The District may allow an Advertisement in a school bus interior to the extent consistent with MDE's "Advertising Inside School Buses" guidelines: https://www.michigan.gov/documents/mde/Advertising_Inside_School_Buses_325476_7.pdf. A school bus Advertisement is otherwise subject to the same restrictions and approval procedures as other Advertisements.

E. District Speech

An Advertisement does not include material used to promote, inform, or collect funds for a product or service the District uses or authorizes in the performance of its educational operations, regardless of whether the product or service is provided by a non-student group. That material is considered the District's speech. Examples include, but are not limited to, material distributed by District vendors whose products or services the District uses or encourages students or staff to use.

Legal authority: MCL 257.1833

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

~~3409 *Intentionally Left Blank Face Mask Requirement [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.] [This Policy is the model policy for District Face Mask Requirements. Complete this policy to align with any local health department order applicable to the District. Upon your request, Thrun Law Firm will amend this Policy for an additional charge if a District's local health department Order does not align with this policy.]*~~

~~Pursuant to the [insert official name of Health Department] Order dated [] ("Order"), the District must ensure that face masks are consistently and properly worn over the nose and mouth as outlined below. This Policy may be implemented and enforced by any reasonable and necessary enforcement procedure.~~

~~A. *Face Mask Use*~~

~~1. *All students in grades [] through [] must wear a face mask when indoors at a District building or structure, regardless of the student's vaccination status.*~~

~~2. *All persons providing service to any student in grades [] through [] and all persons providing service to students identified as medically fragile, regardless of age, must wear a face mask when indoors at a District building or structure, regardless of the person's vaccination status.*~~

~~B. *Posting and Distribution*~~

~~The Superintendent or designee is directed to post the Order and maintain the posting of the Order at the entrance to all District buildings. The Superintendent or designee is directed to distribute the Order to all District employees and contractors and document this distribution.~~

~~C. *Exemptions from Face Mask Requirement*~~

~~A face mask is not required under this Policy in the following circumstances:~~

~~[Insert exemptions from the local health department Order.]~~

~~D. *Duration*~~

~~This Policy will remain in effect until the Order has been rescinded by the [insert name of health department].~~

Legal authority: ~~42 USC 12101 et seq.; MCL 37.1101 et seq.; MCL 380.11a; MCL 333.2255, 333.2226, 333.2451, 333.2453; R. 325.175(4)~~

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4101 *Non-Discrimination*

A. Equal Employment Opportunity

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

This Policy prohibits discrimination against employees or applicants for employment based on the following protected classes: race, color, national origin, ethnicity, religion, sex (including pregnancy, gender identity, and sexual orientation), height, weight, marital status, age, disability, genetic information, veteran status, military service, or any other legally protected class. This Policy also prohibits unlawful retaliation based on a protected activity.

The District prohibits unlawful employment discrimination as required by applicable civil rights statutes, including:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, religion, or national origin;
- Title VII of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, religion, sex (including gender identity, and sexual orientation), or national origin;
- Title IX of the Education Amendments of 1972, which prohibits discrimination based on sex (including gender identity and sexual orientation);
- Age Discrimination in Employment Act of 1967 (ADEA), which prohibits discrimination based on age as to persons who are at least 40 years old;
- Equal Pay Act of 1963, which prohibits sex discrimination in payment of wages for persons performing substantially equal work in the same establishment;
- Section 504 of the Rehabilitation Act of 1973 (Section 504), which prohibits discrimination based on disability;
- Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination against qualified persons with disabilities in employment, public service, public accommodations, and telecommunications;

- Family and Medical Leave Act of 1993 (FMLA), which requires covered employers to provide up to 12 work weeks of unpaid, job-protected leave to eligible employees for certain family, military, and medical reasons, and up to 26 work weeks to care for a covered service member with a serious injury or illness;
- Pregnancy Discrimination Act of 1978, which prohibits discrimination based on pregnancy, childbirth, or related medical conditions;
- Genetic Information Non-Discrimination Act of 2008 (GINA), which prohibits discrimination based on genetic information as to health insurance and employment;
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which provides job protection and reemployment rights to individuals who voluntarily or involuntarily leave employment to undertake military service, including military reservists and National Guard members called to duty;
- Michigan Elliott-Larsen Civil Rights Act of 1976 (ELCRA), which prohibits discrimination based on race, color, national origin, age, sex (including pregnancy and gender identity), religion, height, weight, or marital status;
- Michigan Persons with Disabilities Civil Rights Act of 1976 (MPDCRA), which prohibits discrimination against qualified persons based on disability that is unrelated to that person's ability to perform the duties of a particular position or genetic information;
- Michigan Equal Pay Act, which prohibits discriminatory wage practices based on sex; and
- Public Employment Relations Act of 1947 (PERA), which prohibits a public employer from discriminating against an employee based on membership or non-membership in a labor organization.
- Michigan Whistleblower Protection Act of 1980, which protects employees who report a violation or suspected violation of state, local, or federal law and employees who participate in hearings, investigations, or court actions.

B. Reporting Requirements

Any employee who believes he/she has been subjected to behavior that violates this Policy must file a complaint using the Employment Complaint Procedure in Policy 4104. If Title IX sexual harassment is alleged, the procedures set forth in Policy 3118 should be followed.

Employees with questions about compliance with this Policy and applicable laws should contact the Superintendent or the Employment Compliance Officer(s).

Board members, administrators, and supervisors must promptly report incidents of unlawful discrimination and retaliation. This duty to report applies to unlawful discrimination and retaliation that the Board member, administrator, or supervisor observes or about which he/she receives information.

Board members, administrators, or supervisors who receive a complaint alleging a violation of this Policy must promptly report the complaint, in writing, to the Employment Compliance Officer(s).

A failure to comply with reporting requirements may result in discipline, including discharge.

C. Employment Discrimination Compliance Training

The District will train administrators, supervisors, and the Employment Compliance Officer(s) on how to address and investigate discrimination and retaliation complaints.

The District may also provide discrimination and retaliation training to Board members and employees.

Training may be provided by an outside entity or person approved by the District.

Legal authority: 20 USC 1681 et seq.; 29 USC 206 et seq., 701 et seq., 2601 et seq.; 38USC 4301 et seq.; 42 USC 2000d et seq., 2000e et seq., 2000ff et seq., 12101 et seq.; MCL 37.1101 et seq., 37.2101 et seq.; MCL 423.201 et seq.; MCL 750.556

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4102 *Anti-Harassment, Including Sexual Harassment*

A. Policy Statement

Employees will have the opportunity to work in an atmosphere free from unlawful harassment, including sex-based harassment, as defined by state, federal, and local laws. The District prohibits quid pro quo and hostile work environment harassment.

The District will promptly and thoroughly investigate complaints pursuant to Policy 4104 alleging unlawful harassment and take appropriate action, including discipline, against any person found to have violated this Policy. Investigation determinations will be based on a preponderance of the evidence.

Unlawful harassment is strictly prohibited. This Policy applies to employee conduct perpetrated against other employees, parents/guardians, officers, Board members, agents, contractors, volunteers, and members of the public. Although Title VII sexual harassment falls within this Policy, Title IX sexual harassment does not. For the District's Policy on Title IX sexual harassment, see Policy 3118. Allegations that an employee engaged in unlawful discrimination, harassment, or retaliation against a student will be investigated under Policy 5202.

This Policy applies to unlawful conduct related to work in any way, regardless of location.

B. Unlawful Employment Harassment Definition

Except with regard to Title IX sexual harassment, the following definitions apply:

1. "Quid pro quo" harassment occurs when a supervisor requires sex, sexual favors, or sexual contact from an employee or job candidate as a condition of employment and where:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, to obtain or maintain employment; or
 - b. submission to or rejection of that conduct or communication is used as a factor in a decision affecting a person's employment.
2. "Hostile work environment" harassment is unwelcome verbal, visual/written, or physical conduct towards an employee because of the employee's race, color, national origin, ethnicity, religion, sex (including pregnancy), height, weight, marital status, gender identity, age, sexual orientation, disability, genetic information, veteran status, military service, or any other protected class and that has:

- a. the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- b. the purpose or effect of unreasonably interfering with an employee's work; or
- c. an adverse impact on a person's employment opportunities.

Hostile work environment harassment is unlawful where it is based on an employee's protected class and the offensive conduct becomes a condition of continued employment or the conduct is sufficiently severe or pervasive to create a work environment that a reasonable person under the totality of circumstances would consider intimidating, hostile, or offensive.

3. Examples of conduct that may constitute unlawful sexual harassment include:
 - a. Verbal: Unwelcome comments, including: the use of derogatory, sexually suggestive, or vulgar language; the use of sexual innuendo; unwelcome advances or repeated requests for dates or sexual favors; threats based on or motivated by a person's sex; demanding or pressuring another person to submit to sexual requests or advances to attain academic or professional achievement; threatening another person's academic or professional reputation if that person does not submit to sexual requests or advances; or any other similar behavior.
 - b. Visual/Written: Subjecting another person to sexually suggestive, pornographic, or obscene images, text, or cartoons, including by electronic mail, text message, letter, or any other medium; the use of obscene gestures toward or around another person; leering at another person; or any other similar behavior.
 - c. Physical: Unwanted kissing, touching, patting, hugging, pinching, or any other unwanted physical contact; impeding another person's normal movements; stalking, assault, or battery based on the victim's sex; any other physical interference with another person based on that person's sex; or any other similar behavior.

C. Unlawful Retaliation

Unlawful retaliation against a complainant, witness, or other investigation participant is prohibited. Any person who unlawfully retaliates is subject to discipline, including discharge. A person who knowingly files a materially false complaint or makes a materially false statement is subject to discipline, including discharge.

G.D. Reporting Requirements

Board members, administrators, and supervisors must promptly report incidents of unlawful harassment and retaliation. This duty to report applies to unlawful

harassment and retaliation that the Board member, administrator, or supervisor observes or about which he/she receives information.

Board members, administrators, or supervisors who receive a complaint alleging a violation of this Policy must promptly report the complaint, in writing, to the Employment Compliance Officer(s).

A failure to comply with reporting requirements may result in discipline, including discharge.

Legal authority: 20 USC 1681 et seq.; 29 USC 621 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.8, 106.9; MCL 37.1101 et seq., 37.2101 et seq.; MCL 380.1300a

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4103 Whistleblowers' Protection

An employee shall report, on his/her own behalf or on behalf of another employee, a violation or a ~~reasonably~~-suspected violation of a federal, state, or local law, regulation, or rule to the employee's supervisor or the Employment Compliance Officer(s). Reports must be made in good faith. An employee who makes or is about to make a report in good faith and in compliance with this Policy will not be discharged, subject to adverse employment action, or subject to other discrimination or retaliation.

If the employee's supervisor is the subject of the violation or suspected violation, the employee must report to the Employment Compliance Officer(s) or the Superintendent. If the Employment Compliance Officer(s) or the Superintendent is the subject of the violation or suspected violation, the employee must report to the President. If the President is the subject of the violation or suspected violation, the employee must report to the Vice President.

A report must be promptly submitted in writing pursuant to Policy 4101. The investigation of the alleged violation will be performed by an impartial investigator. The investigation may be referred to a third party investigator.

Legal authority: MCL 15.361 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105 Workplace Accommodations for Employees and Applicants with Disabilities

The District complies with the ADA, Section 504, the MPDCRA, and other federal, state, and local laws that prohibit discrimination in employment against qualified persons with disabilities. The District does not unlawfully discriminate against otherwise qualified employees or applicants for employment with a physical or mental impairment that substantially limits one or more major life activities, those regarded as having a disability, or those with a record of a disability.

An applicant or employee with a disability, like all other applicants and employees, must meet the District's requirements for the job, including education, training, employment experience, skills, or licenses/certifications. An applicant or employee with a disability must be able to perform the job's essential functions with or without reasonable accommodation(s). After an applicant has been given a conditional job offer, the District may ask disability-related questions about the applicant's ability to perform the essential functions of the position with or without reasonable accommodation.

An employee who requires a reasonable accommodation to perform essential job functions must promptly inform the employee's supervisor or the Superintendent or designee. An applicant who requires a reasonable accommodation to perform essential job functions must promptly inform the Superintendent or designee after receiving a conditional offer of employment. A reasonable accommodation is defined as a change in the work environment or in the methods of performing work to enable an otherwise qualified applicant or employee to perform the essential job functions of a position and to enjoy equal employment opportunities.

Upon receipt of an accommodation request, the District will begin the interactive process with the employee or applicant to consider reasonable accommodation options consistent with the ADA, Section 504, and the MPDCRA.

Reasonable accommodation requests that do not pose a direct threat to health or safety or cause undue hardship, as defined by law, will be considered for qualified applicants or employees with a physical or mental impairment that substantially limits one or more major life activities.

After considering the relevant medical information, essential job functions, and the applicant's or employee's requested accommodations, the District will, as appropriate, implement reasonable accommodations that do not pose a direct threat to health or safety or cause an undue hardship. The District is not obligated to adopt the applicant's or employee's specific accommodation request.

The District may engage or re-engage in the interactive process, as necessary.

The District may require a medical statement supporting the requested accommodation. The District may also require an employee to undergo an independent medical

examination, limited to the accommodation request, at the District's expense. Medical information will be kept confidential.

Reasonable accommodation of a disability with a limited duration may be provided.

An applicant or employee who believes he/she has been discriminated against under this Policy must promptly file a complaint using the Employment Complaint Procedure in Policy 4104.

A qualified applicant or employee with a disability who needs a reasonable accommodation to attend or participate in a public Board meeting may request an accommodation under Policy 2501.

Legal authority: 29 USC 701 et seq.; 42 USC 12101 et seq.; 29 CFR 1630; 34 CFR 104; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4108 *Union Activity and Representation*

The District will not engage in any of the following:

- interfere with, restrain, or coerce employees in the exercise of their rights under the Public Employment Relations Act (PERA);
- discriminate in regard to hire, terms, or other conditions of employment based on membership or non-membership in a labor organization;
- discriminate against an employee because he/she has given testimony or instituted proceedings under PERA;
- initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization; and
- use public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees.

An employee who is subject to an investigatory interview that may result in discipline or reasonably believes that an investigatory interview may result in discipline may bring to the investigatory meeting another employee, or a union representative, if the employee is in an exclusively represented bargaining unit. If the employee's union representative of choice is not immediately available, the investigatory meeting need not be delayed and may proceed with another representative present.

The District may permit a union representative to attend other meetings, but is not obligated to do so unless required by law or by an applicable collective bargaining agreement. District administration is not required to inform an employee of the right to union representation.

An employee is not entitled to have legal representation present at an employment-related meeting with District administration, unless the Superintendent or designee gives prior permission.

Legal authority: MCL 423.209, 423.210; *NLRB v J Weingarten, Inc*, 420 US 251 (1975)

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4109 Break Time for Nursing Mothers

The District will provide reasonable break time for a non-exempt (i.e., hourly) employee to express breast milk for her nursing child in a place, other than a bathroom, that is shielded from view and free from intrusion by co-workers and the public for 1 year after the child's birth [Optional: or additional time may be granted for appropriate cause as determined by the Superintendent or designee]. The break time for this purpose will be unpaid unless the non-exempt employee uses paid break time to which she is otherwise entitled under an applicable collective bargaining agreement, individual employment contract, or employee handbook.

Legal authority: 29 USC 207(r)

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4111 Professional Development

A. General

For purposes of this Policy, “day” is defined as at least 6 hours and “year” is defined as July 1 to June 30.

B. Teachers

The District provides professional development for teachers in compliance with state law. At the District’s discretion and consistent with state law, professional development hours may be counted as student instructional hours, although the instructional calendar may be extended if necessary for the District to receive full state aid under federal or state law. To facilitate professional development, the District may provide a substitute, reimburse conference expenses or registration fees, or provide released time for attendance. Professional development may include working in professional learning communities or examining student data.

The District must document the following information:

- dates when professional development was provided;
- beginning and ending times; and
- topic(s) presented to participating teachers on each date.

The Superintendent or designee has the discretion to select topics for professional development. For each day that professional development is provided, the District must retain at least one of the following:

- sign-in/out sheet;
- attendance log;
- flyer/nNotices announcing the event;
- agenda/mMeeting minutes;
- travel voucher(s);
- food receipt(s); or
- District calendar (dates indicated).

The District will record teacher attendance, including probationary teachers, at professional development on the prescribed form published by MDE or a modified

form designed to assist teachers with tracking their professional development for teacher certification renewal.

In addition to the State-mandated professional development, the District is required by state law to provide 15 days of professional development to new teachers in their first 3 years of classroom teaching. Professional development should, where appropriate, align with the teacher's individual development plan.

C. Professional Staff

Professional staff are to participate in professional development as required under state law or the respective professional standards consistent with the professional's position. Professional development may be on a local, state, or national level. Superintendent or designee pre-approval is required before attending professional development.

D. Maintaining Certifications and Licenses

Teachers, Non-Teaching Professionals, Administrators, and the Superintendent must comply with professional development or continuing education obligations to maintain certifications or licenses, including the payment of any related fees. The District is not obligated to notify professionals that certifications or licenses are expiring.

E. Other Employees

The District may offer in-services or training on a mandatory or voluntary basis to other employees. If a training is mandated, employees will be paid and, if applicable, released for that time. If the District employs bus drivers, bus drivers will be paid for training time to keep a commercial driver's license (CDL) current.

Legal authority: MCL 257.312e, 257.1801 et seq.; MCL 380.1231, 380.1233, 380.1233a, 380.1233b, 380.1233c, 380.1246, 380.1526, 380.1527, 380.1531, 380.1536; MCL 388.1674, 388.1763

Date adopted:

Dated revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4201 Employee Ethics and Standards

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

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

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

A. Employee Ethical Conduct

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

1. supporting the physical and emotional welfare and safety of students, parents/guardians, colleagues, administrators, Board members, and community members;
2. complying with federal and state law;
3. competently and appropriately performing duties and responsibilities for which the employee is trained or assigned;
4. assigning tasks to District personnel who are qualified and hired to perform the assigned task;
5. refraining from unlawful discrimination, including unlawful harassment, and retaliation as defined by Policy;
6. immediately reporting suspected child abuse or neglect;
7. maintaining confidential information, including student, medical, personnel, financial, and security information, as protected by statute;
8. appropriately using District funds, resources, and technology;
9. maintaining consistent and reliable work attendance, unless excused by the employee's supervisor or the Superintendent or designee, as applicable;

10. engaging in activities or behaviors that enhance the operational and instructional environment;

11. professionally communicating with students, parents/guardians, colleagues, Board members, and community members, including through electronic means;

11-12. Completing time and effort reporting under 4201-AG.

12-13. abiding by professional, ethical, and licensing standards established by relevant governmental agencies, professional licensing boards, and professional associations, including the Michigan State Board of Education; and

13-14. self-reporting a criminal charge and plea or conviction, as required by law.

B. Conflict of Interest

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

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

6. engaging in any activity of a sexual or romantic nature with another employee(s) or contractor(s) that the employee supervises, unless the individuals are engaged to be married, married, or cohabitating;

7. engaging in any activity of a sexual or romantic nature on school property or at school-sponsored events;

6.8. directly or indirectly supervising, making, or contributing to an employment decision pertaining to a relative or significant other, or relative of a relative or significant other (as defined by Policy 4213); and

7.9. engaging in any other activity that promotes an employee's financial and pecuniary interests over those of the District.

C. Student Fraternization

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

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

1. communicating about alcohol use, drug use, or sexual activity when the discussion is not appropriately related to a specific aspect of the curriculum or the employee's duties;
2. providing drugs, alcohol, tobacco, e-cigarettes, or other items students cannot possess under the District's Student Code of Conduct;
3. commenting about matters involving sex, using double entendre, or making sexually suggestive remarks with no appropriate educational purpose;
4. displaying sexually inappropriate images, materials, or objects;
5. offering or soliciting sexual advice, whether written, verbal, or physical;
6. engaging in any activity of a sexual or romantic nature, including following graduation where the relationship arises out of an employee-student relationship;
7. inappropriate kissing;
8. inappropriately intruding on a student's personal space, such as by touching unnecessarily, moving too close, or staring at a portion of the student's body;
9. communicating directly or indirectly (e.g., by phone, email, text messaging, or social media) on a matter that does not pertain to school unless the employee obtained prior parental consent. Electronic communications with students generally are to be sent simultaneously to multiple recipients and not just to

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

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4201-AG Employee Ethics and Standards – Time and Effort Reporting

Employees who are paid, in full or in part, with federal funds must maintain time and effort records under this administrative guideline. This administrative guideline applies to employees who are paid with state or local funds, but are used to meet a required “match” in a federal program, full and part-time employees, stipends for employees administering federal programs, and substitute teachers. Time and effort records must be completed on forms provided by the District.

Employees must provide the information required by this administrative guideline on a timely basis and following all procedures.

A. Definitions

1. Cost Objective: A program, function, or activity for which cost data are desired (e.g., administrative costs).
2. Multiple Cost Objective Employee: Employees who work on multiple cost objectives, such as more than one federal award, a federal award with a non-federal award, or more than one activity within a federal award that is separately tracked by the District.
3. Single Cost Objective Employee: Employees who work exclusively on one cost objective.
4. Employee Compensation: All amounts paid to an employee for services rendered during the award period. Compensation includes salaries, fringe benefits, stipends, bonuses and payments made under supplemental contracts.
5. Personnel Activity Report (PAR): A document certifying the amount of time a multiple cost objective employee spends on each cost objective. The PAR must:
 - i. Reflect an after-the-fact distribution of the activities performed;
 - ii. Account for the total activity for which the employee is compensated;
 - iii. Be prepared at least monthly and coincide with one or more pay periods; and
 - iv. Be signed by the employee.

B. Requirement

Charges to federal grants or awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

1. Be supported by a system of internal controls that provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
2. Include verification through electronic signatures and documentation from individuals with first-hand knowledge incorporated into official records;
3. Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
4. Encompass both federally-assisted and all other activities compensated by the District on an integrated basis. Reported hours need to cover 100% of the employee's time, regardless of full-time versus part-time work status;
5. Comply with the established accounting policies and practices of the District; and
6. Support the distribution of the employee's salary or wages among specific activities or cost objectives.

C. Procedure

A. Single Cost Objective Employees

An employee who works on a single cost objective must complete a semi-annual certification that indicates the employee worked solely on that cost objective for the period covered by the certification. The certification must be prepared at least every six months. Either the employee or a supervisor with first-hand knowledge of the work performed by the employee must sign the semi-annual certification.

A semi-annual certification must:

- Be executed after the work has been completed;
- State that the employee worked solely on activities related to a particular cost objective;
- Identify the cost objective;
- Specify the reporting period;
- Be signed by the employee or a supervisor with first-hand knowledge of the work performed; and
- Be dated.

The supervisory official for all single cost objective employees must complete the semi-annual certification and forward it to the [identify position].

The [identify position] will send the semi-annual certification forms to departments, schools, and offices in January and July. If an employee works on a short-term cost objective and their end date does not coincide with the normal January/July collection dates for semi-annual certifications (e.g., a supplemental contract for summer school programs), the employee must obtain a semi-annual certification from the [identify position] after the period when the work has ended.

B. Multiple Cost Objective Employee

Employees working on multiple cost objectives must maintain PARs or equivalent documentation indicating the amount of time spent on each cost objective for the period covered by the PAR or equivalent documentation. The PAR or equivalent documentation must be prepared at least every month. The employee must sign the PAR or equivalent documentation.

A PAR or equivalent documentation must:

- Be executed after the work has been completed (projections of how an employee is expected to work or position descriptions are not sufficient);
- Account for the total activity for which each employee is compensated, including part-time schedules or overtime (total activity means all of the time an employee works, not just the amount of time worked on a Federal program);
- Identify the cost objectives;
- Specify the reporting period;
- Be prepared at least monthly and coincide with one or more pay periods;
- Be signed by the employee (unlike a semi-annual certification, a supervisor's signature alone is not sufficient); and
- Be dated after the fact (when the work has been completed).

All multiple cost objective employees must complete the PAR, unless they receive permission from the [identify position] to use equivalent documentation instead of a PAR.

Copies of executed PARs, or approved equivalent documentation, must be forwarded to the [identify position].

C. Supplemental Contracts

An employee's overtime work must be reflected in the employee's time and effort record. If, however, an employee works in two distinct positions, the employee may maintain separate time and effort records for each position.

D. Stipends

Employees receiving stipends for District-sponsored activities (e.g., for professional development) may satisfy time and effort records by signing the sign-in and sign-out sheets provided at the activity. Employees receiving such stipends for non-District sponsored activities should contact the [identify position] to obtain the necessary documentation.

D. Training

The District will provide training on the requirements related to federal timekeeping to all staff involved in federal programs through group training, one-on-one training, or informal technical assistance.

E. Reconciliation

It is the District's practice to charge employee compensation costs to federal programs based on budget estimates that reasonably approximate how an employee will work during the year. The District will reconcile payroll charges to the time and effort reflected in employee time and effort records at least quarterly.

If the District identifies a variance in how an employee's salary was charged and how much the employee actually worked, the District will adjust its payroll charges so that the amount charged to federal funds reflects the employee's actual time and effort. If the difference between the actual and budgeted amounts is 10% or greater, the District will adjust its accounting records at least quarterly. If the reconciled difference is less than 10%, the District will adjust the accounting records at least annually.

F. Document Retention

Time and effort records must be maintained for a period of five (5) years by the District.

G. Sanctions

Any district employee who violates this procedure will be subject to appropriate discipline as reflected by comments to be placed in their annual employee evaluation.

For violations of this procedure, the District may impose sanctions as follows:

- If time and effort records are not completed and returned on time, salary costs associated with uncertified grant activity may be removed for the individual and will be charged to a General, Special, or Vocational Education non-grant account.
- The District may suspend any new work by a non-compliant employee, or the inclusion of a non-compliant employee in projects or programs until time and effort records are up-to-date and properly completed and certified.
- Employees who complete certification of time and effort records that are inaccurate or incomplete may be subject to discipline, up to and including discharge. Employees who fail to properly complete time and effort records or who violate the procedures established in this administrative guidelines may be subject to disciplinary action, up to and including discharge.
- At the Superintendent's or designee's discretion, payment to an individual for time and effort expended on the grant may be withheld if time and effort records are not complete.

Legal authority: 2 CFR 200.430

Dated adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4202 *Children's Protective Services (CPS) Reporting and Student Safety and Welfare*

During the performance of their duties, employees must exercise due care for the safety and welfare of the District's students.

A. Required Reports to CPS, District administration, and Michigan State Police

1. A reporter must: (a) promptly notify the Superintendent or designee and the building principal of the report; and (b) submit an electronic or written report to CPS within the statutory timeframe. Failure to make an immediate report or follow-up with an electronic or written report may result in discipline, including discharge, as well as criminal or civil penalties. CPS may be contacted at 855-444-3911 or www.michigan.gov/mdhhs.

Administrators, teachers, counselors, social workers, psychologists, nurses, physical therapists, physical therapist assistants, occupational therapists, athletic trainers, and others identified as mandatory reporters pursuant to Michigan's Child Protection Law must *immediately* report all instances of suspected child abuse or neglect to CPS. Other employees are also expected to make reports to CPS of suspected child abuse or neglect.

2. Employees must promptly report to the building principal or the Superintendent or designee any instances of injury (accidental or intentional), violence, threats of violence, self-harm, hazards, or any other situation that endangers student safety and welfare or raises reasonable concerns as to the safety of students.
3. Employees must promptly report to the building principal or the Superintendent or designee incidents of student bullying and crimes or attempted crimes involving physical violence, gang-related activity, illegal possession of a controlled substance or controlled substance analogue, or other intoxicant, trespassing, and property crimes, including theft and vandalism.

Within 24 hours of an alleged incident, an administrator must make an appropriate report to the Michigan State Police as required by law.

B. Student Safety and Welfare

1. Employees will maintain control and supervision of students to ensure student safety and will take appropriate action if the employee observes an unsafe or dangerous situation.
2. Employees will treat students with respect and maintain appropriate professional boundaries with students both in and out of school. Employees must avoid conduct with students that potentially creates the appearance of an unprofessional, unethical, or inappropriate relationship. Romantic relationships

between employees and students are prohibited regardless of the student's age, including following graduation where the relationship arises out of an employee-student relationship.

3. An employee will not assess, diagnose, prescribe, or provide therapy or counseling services to a student unless: (a) the employee is appropriately certified or licensed under Michigan law; and (b) the services are within the employee's job duties. An employee will direct students in need of these services to the appropriate District employee or community resource.
4. Employees will comply with and respect confidentiality of student records and privacy rights, including not posting student information or images online without prior authorization from the employee's supervisor.
5. Employees will not interfere with or adversely impact a parent's/guardian's right to determine and direct their student's care, wellbeing, teaching, and education.
6. [Optional: Pursuant to the state's 2013 Task Force on the Prevention of Sexual Abuse of Children, the Board authorizes the Superintendent or designee to consider and implement all of the following:
 - age-appropriate, evidence-based curriculum and instruction for students in grades pre-K to 5 concerning child sexual abuse awareness and prevention;
 - training for District personnel on child sexual abuse, including but not limited to, training on supportive, appropriate response to disclosure of abuse;
 - providing educational information to parents/guardians on the warning signs of a child being sexually abused and information on needed assistance, referral, or resources;
 - available counseling and resources for students affected by sexual abuse;
 - emotional and educational support for a students affected by sexual abuse; and
 - a review of the system to educate and support personnel who are legally required to report child abuse or neglect.]

Legal authority: MCL 380.10, 380.1308, 380.1308a, 380.1310a; MCL 388.1766; MCL 722.621 et seq.

Dated adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4205 Hiring and Background Checks

The District is committed to prohibiting unlawful discrimination in its hiring practices consistent with Policy 4101. Hiring decisions are based on qualifications, skills, knowledge, abilities, education, certifications/licenses, experience, demeanor, and other ~~job-related~~ criteria the Board may deem relevant. In making hiring decisions, the Board or designee will consider enrollment, operational requirements, financial needs, and the District's best interests.

A. Advertising and Posting

Vacancies may be posted on a designated website or other location and distributed to appropriate employee groups or relevant professional associations. The posting may outline general duties, qualifications, pay range, work experience, and hours. Vacancies may be posted for at least [] calendar days unless a different time period is specified in a collective bargaining agreement. Applications must be submitted to the central office unless otherwise designated. The District may establish an online application process. Postings will comply with applicable collective bargaining agreements.

B. Hiring

The Board will determine the hiring process for the Superintendent. For all other positions, the Superintendent or designee will determine the process to consider and interview qualified applicants. The Superintendent or designee is authorized to hire non-exempt staff, temporary, and substitute employees. Teachers, Non-Teaching Professionals, Supervisors, and Administrators that the Superintendent or designee recommends for hire are subject to Board approval.

The District will not consider an applicant for employment unless the applicant provides the District with the following:

1. written consent for the criminal records division of the Michigan State Police to conduct the criminal history check required by Revised School Code Section 1230 and the criminal records check required by Revised School Code Section 1230a;
2. a signed statement that complies with Revised School Code Section 1230b(1); and
3. other required application materials.

Falsification or misrepresentation of credentials, qualifications, references, or application materials will be grounds for disqualification or discipline, including discharge.

C. Background Checks for Employees, Contractors, and Volunteers

1. The District will conduct a background check on a selected applicant upon an offer of employment or before a person is assigned to regularly and continuously work under contract in any of its schools. The Superintendent or designee will receive and review the results of the background check before the District employs or allows the person to regularly and continuously work under contract in any of its schools, unless otherwise permitted by law.
2. "Regularly and continuously work under contract" means any of the following:
 - a. to work at school on a more than intermittent or sporadic basis as an owner or employee of an entity that has a contract with the District to provide food, custodial, transportation, counseling, or administrative services or to provide instructional services to pupils or related and auxiliary services to special education pupils;
 - b. to work at school on a more than intermittent or sporadic basis as a person under a contract with the District to provide food, custodial, transportation, counseling, or administrative services, or to provide instructional services to pupils or related and auxiliary services to special education pupils.
3. "School" means in a classroom, elsewhere on District property, or on a school bus or other school-related vehicle.
4. The background check will include:
 - a. a criminal history check pursuant to Revised School Code Section 1230;
 - b. a criminal records check pursuant to Revised School Code Section 1230a;
 - c. an unprofessional conduct check pursuant to Revised School Code Section 1230b; and
 - d. if a certification is required for the position, such as a teaching certificate or administrator certificate, District verification that the person's certification is valid.

The background check may include any other matters the District deems relevant, such as verifying references, school transcripts, and prior employment, as may be permitted by law.

If the criminal history check report, criminal records check report, or any other report discloses that the person has been convicted of a listed offense as defined in MCL 28.722, and the District verifies the conviction using public records, the District must not employ the person or allow the person to regularly and continuously work under contract in any of its schools. If any of the reports disclose that the person was convicted of a felony as defined in MCL 761.1, and the felony is not a listed offense, and the District verifies the conviction using public records, the District must not employ the person or allow the

person to regularly and continuously work under contract in any of its schools unless the Superintendent and the Board each specifically approve the employment or assignment in writing.

Employment offers are contingent on the Superintendent's or designee's review of the background check results.

All the information the District obtains via the criminal history check report, criminal records check report, or any other report that discloses that the person has been convicted of a listed offense will be maintained pursuant to 4205-AG-1.

5. Confidentiality

All the information the District obtains via the criminal history check report, criminal records check report, or any other report that discloses that the person has been convicted of a listed offense are to be considered confidential and will not be released except pursuant to 4205-AG-1(C)(5). Violation of confidentiality is a misdemeanor punishable by a fine up to \$10,000.

Notification from the Michigan Department of Education or Michigan State Police about a District employee's criminal conviction is exempt from FOIA for the first fifteen (15) days until the information is verified. Once verified, only information regarding physical or sexual abuse may be released. The employee may release the information with written authorization.

D. Other Post-Offer Considerations

The District will not make disability-related medical inquiries or inquire about an applicant's disability-related requested accommodation(s) until after a conditional job offer is made, consistent with Policy 4105. Based on the physical and mental demands of a position, an examination and/or drug test may be required following a conditional offer of employment. The examination will be performed by a health care provider identified by the Superintendent or designee at the District's expense.

Legal authority: MCL 28.722; MCL 380.1230, 380.1230a, 380.1230b; MCL 761.1

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4210 Drug and Alcohol Free Workplace; Tobacco Product Restrictions

A. General

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

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

B. Definitions

1. "Illicit substance" means any consumable alcohol; illegal drugs, including but not limited to those substances defined as "controlled substances" pursuant to federal or state law; marihuana; anabolic steroids, human growth hormones or other performance-enhancing drugs; and substances purported to be illegal, abusive, or performance-enhancing (i.e., "look-alike" drugs). This definition also includes any other substance used by an employee as an intoxicant.
2. "District premises" means District buildings, facilities, or other District property which is owned, leased, or used for a District purpose or District-owned vehicles or vehicles used for a District purpose.
3. "District purpose or function" means a District-sponsored or District-approved activity, event, function or other activity performed by an employee under the District's jurisdiction, which is within the scope of employment, duties, or job description.
- ~~3.4.~~ "Tobacco product" means a form of tobacco intended to be inhaled, chewed, or placed in a person's mouth.
- 4.5. "Under the influence" means the use or misuse of an illicit substance or other intoxicant (including over-the-counter and prescription medication) by an employee that in any degree impairs, negatively affects, or tends to deprive that person of any physical or mental capacity normally possessed and required to perform job responsibilities.
- 5.6. "Reasonable suspicion" means specific, contemporaneous, and articulable observations concerning an employee's behavior, speech, appearance, and odor that suggests the employee is under the influence of an illicit substance.

C. Standards of Conduct

Employees ~~will maintain a drug and alcohol free workplace and~~ are prohibited from the following conduct on District premises or at a District function:

1. manufacturing, selling, soliciting, possessing, using (including application, injection, inhalation, or ingestion), dispensing, or distributing any illicit substance;
2. being under the influence as defined in this Policy; ~~or~~
- ~~3. misusing over-the-counter and prescription medications; or~~
- ~~4. manufacturing, selling, soliciting, dispensing, or distributing any tobacco product;~~
~~or~~
- ~~5. using a tobacco product on District premises, except:~~
 - ~~a. at outdoor areas including, but not limited to, an open-air stadium, on Saturdays, Sundays, and other days on which there are no regularly scheduled school hours, or~~
 - ~~b. after 6 p.m. on days during which there are regularly scheduled school hours;~~

Violating these ~~drug and alcohol free workplace~~ standards will subject an employee to discipline, including discharge.

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

D. [Optional: Reporting Requirements for Transportation Employees Subject to Omnibus Transportation Employee Testing Act

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

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

Date adopted:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4213 *Anti-Nepotism*

A. General

Employment decisions motivated by nepotism, as defined below, are prohibited to avoid conflicts of interest, favoritism, and lost productivity. Employment decisions will be based on qualifications, experience, and other legitimate business reasons. This Policy applies to all categories of employment including regular, temporary, and part-time classifications.

B. Definitions

1. "Nepotism" means favoritism in the workplace based on a relationship with a relative or significant other.
2. "Relative" means a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, niece, nephew, or corresponding in-law, step, or adopted relative.
3. "Significant others" means (1) persons engaged to be married, (2)-or persons not legally married, but who reside in the same household, and are involved in a romantic or personal relationship, or (3) persons who are cohabitating.

C. Employment Decisions

The District may employ relatives and significant others in the absence of nepotism. In making employment decisions, including hiring, placement, supervision, directing work, promoting, compensating, evaluating, and disciplining employees who are a relative or significant other, an employee should:

1. disclose the existence of any relationships subject to this Policy to the Superintendent or designee;
2. avoid conflicts of interest, as defined in Policy 4201, and any appearance of a conflict of interest; and
3. avoid favoritism and any appearance of favoritism.

An employee's relative or significant other should not be hired to work in any position in which the Board or designee concludes a conflict of interest or the appearance of a conflict of interest may exist. Relatives and significant others are permitted to work at the District provided one does not report directly to, supervise, evaluate, or manage the other. The Superintendent or designee, or the Board, as applicable, may make exceptions to this Policy.

Supervisors and subordinates who become relatives or significant others while employed may be subject to transfer, reassignment, or other action based on the need for compliance with this Policy.

Legal authority: MCL 380.11a, 380.601a

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4217 Social Media

Employee use of social media while on District property, during work hours, or while using District-owned devices must not interfere with District educational purposes or work performance and must not be used in any manner that violates this Policy, Policy 4201, or federal or state law.

“Social media” refers to any publicly accessible internet-based service that enables a user to share communications, images, or videos with others or participate in social networking. Social media includes blogs and social networking sites.

While using social media on or off duty, an employee must:

- A. not engage in criminal activity;
- B. make clear that the employee’s views or endorsement of political candidates and political parties are their own, not the District’s, as applicable;
- C. refrain from using a District email address to register on social networks, blogs, or other online tools for personal use;
- D. engage in appropriate communications with students, ~~and~~ parents/guardians, and District stakeholders and community members;
- E. maintain student privacy and not disclose confidential student information; ~~and~~
- F. report to the appropriate administrator(s) any behavior or activity which endangers student or staff security, safety, or welfare; ~~and~~
- F.G. refrain from engaging in behavior that disrupts or adversely impacts the efficacy of the District’s operations.

Employee use of social media in violation of this Policy detracts from the District’s educational mission, adversely impacts the District, and may result in discipline, including discharge.

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

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4218 *Employee Dress and Appearance*

Employee attire conveys an important image to students and the community. Employees must maintain professional dress and appearance, including appropriate hygiene, cleanliness, and grooming.

Employees must, at a minimum, dress in accordance with the student dress code.

A. Administrators, Professionals, Paraprofessionals, and Office Employees

Administrators, professionals, paraprofessionals, and office employees must dress in business casual attire except as otherwise appropriate to their individual assignments. Attire must not distract other employees or students from the learning environment or pose a safety risk. Employees shall not dress in a manner that expresses partisan or political speech unless expressly permitted by law, a collective bargaining agreement, or approved in writing by a building administrator.

The building administrator may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for employees (e.g., designated “casual days” or “spirit days”).

B. Food Service, Custodial, Maintenance, Mechanic, and Transportation Employees

Subject to any applicable collective bargaining agreement, food service, custodial, maintenance, mechanic, and transportation employees must dress in attire appropriate to the work the employee is performing and will not pose a safety risk to the employee or others.

Closed-toe shoes are required. Steel-toed shoes may be required for custodians, maintenance, and mechanics. The District reserves the right to require uniform clothing as may be appropriate.

C. Enforcement

The Superintendent or designee has the discretion to make determinations about appropriate staff dress and appearance. Any violation of this Policy may result in discipline, including discharge.

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

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4220 *Use or Disposal of District Property*

Employees are prohibited from using District property for personal use [Optional: unless the Superintendent or designee approves the use in advance.] Employee use of District property will be consistent with Policies 3304 and 4214.

After use, District property must be immediately returned to the appropriate location or department. The property must be returned in the same condition it was in at the time of acquisition. The employee is responsible for the cost of repair or replacement if the employee negligently damages the District's property.

Employees may not dispose of District property without the supervisor's written approval. Employees may not take possession of discarded District property without written approval from the Superintendent or designee.

State law regulates the disposal, removal, or refusal to return District books, papers, or records. Retention and disposal of District books, papers, or records must conform with the State of Michigan's Records Retention and Disposal Schedule for Michigan Public Schools.

An employee who violates this Policy may be subject to discipline, including discharge, and civil and criminal prosecution.

Legal authority: MCL 380.11a(3), 380.601a; MCL 399.811; MCL 750.491

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4222 *Unauthorized Work Stoppage and Strikes*

Employees are prohibited from engaging in a strike. A strike is the concerted failure to report for duty, the willful absence from a person's position, the stoppage of work, the refusal to perform or volunteer for duties that had been performed in the past, or the abstinence in whole or in part from the full, faithful, and proper performance of the employment duties for the purpose of inducing, influencing, or coercing a change in employment conditions, compensation, or the rights, privileges, or obligations of employment.

Employees who violate this Policy may be subject to discipline, including discharge, and financial penalties under the Public Employment Relations Act.

The District is prohibited from engaging in a lock-out, unless operations have been ceased, in whole or in part, due to a strike in violation of this Policy.

Legal authority: MCL 423.201, 423.202

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

~~4226 *Intentionally Left Blank Temporary COVID-19 Vaccination, Testing, and Face Covering [Required for Districts with at least 100 employees / Optional for Districts with less than 100 employees] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]*~~

~~On November 5, 2021, the U.S. Department of Labor's Occupational Safety and Health Administration published Emergency Temporary Standards on employee vaccination, testing, and face coverings ("ETS").~~

~~A. Policy Duration~~

~~This Policy will become effective immediately when the Michigan Occupational Safety and Health Administration ("MIOSHA") issues rules that require compliance with the ETS. This Policy will remain in effect for the duration of those rules. If this Policy becomes effective, Sections C-M will apply beginning on the overall implementation date, unless otherwise specified below.~~

~~Notwithstanding anything to the contrary in this Policy, the Superintendent may suspend or revise this Policy (in whole or in part) if, following consultation with the District's legal counsel, the Superintendent determines that legal authority requires or permits the suspension or revision. The Superintendent must report such suspension or revision to the Board at the next scheduled Board meeting.~~

~~B. Definitions~~

~~The definitions in this Section apply only to this Policy.~~

~~1. "Employee" means a person employed by the Board, except a person:~~

~~a. Who does not report to work where other people, such as co-workers, are present,~~

~~b. While working from home, or~~

~~c. Who works exclusively outdoors.~~

~~"Employee" does not include self-employed independent contractors or employees of third parties who provide services to the District.~~

- ~~2. “Acceptable Proof of Vaccination Status” means any of the following:~~
- ~~a. The employee’s record of COVID-19 immunization from a health care provider or pharmacy.~~
 - ~~b. A copy of the employee’s:~~
 - ~~i. COVID-19 vaccination record card,~~
 - ~~ii. Medical records documenting COVID-19 vaccination,~~
 - ~~iii. COVID-19 immunization records from a public health, state, or tribal immunization information system, or~~
 - ~~iv. Other official documentation that contains the type of COVID-19 vaccine, administration date(s), and the name of the health care professional(s) or clinic(s) that administered the vaccine(s).~~
 - ~~c. If an employee is unable to provide any document listed in (a)-(b), a signed and dated statement by the employee:~~
 - ~~i. Attesting that the employee is fully or partially vaccinated,~~
 - ~~ii. Attesting that the employee lost or is otherwise unable to provide any document listed in (a)-(b),~~
 - ~~iii. Including the following language: “I declare (or certify, verify, or state) that this statement about my vaccination status is true and accurate. I understand that knowingly providing false information regarding my vaccination status on this form may subject me to criminal penalties,” and~~
 - ~~iv. Identifying, to the best of the employee’s recollection, the type of vaccine received by the employee, administration date(s), and the name of the health care professional(s) or clinic(s) that administered the vaccine(s).~~
- ~~3. “COVID-19” means the disease caused by SARS-CoV-2 (severe acute respiratory coronavirus 2).~~
- ~~4. “COVID-19 test” means a test that is:~~
- ~~a. Cleared, approved, or authorized, including in an emergency use authorization, by the FDA to detect current infection with the SARS-CoV-2 virus (e.g., a viral test),~~
 - ~~b. Administered in accordance with the authorized instructions, and~~
 - ~~c. Not both self-administered and self-read unless observed by the Superintendent or designee or an authorized telehealth proctor.~~

~~5. “Face covering” means a covering that meets all of the following requirements:~~

~~a. Completely covers the employee’s nose and mouth.~~

~~b. Is made with at least 2 layers of breathable fabric that is tightly woven. If gaiters are worn, they must have 2 layers of fabric or be folded to make 2 layers.~~

~~c. Is secured to the head with ties, ear loops, or elastic bands that go behind the head.~~

~~d. Fits snugly over the nose, mouth, and chin with no large gaps on the outside of the face.~~

~~e. Is a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings.~~

~~A “face covering” also includes a covering with a clear plastic panel that, despite the non-fabric material, otherwise meets the above requirements and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker’s mouth or facial expressions to understand speech or sign language.~~

~~6. “Facemask” means an FDA-approved surgical, medical procedure, dental, or isolation mask.~~

~~7. “Overall implementation date” means December 6, 2021, unless the Superintendent or designee establishes a different date in writing to the extent required or permitted by law.~~

~~8. “Testing implementation date” means January 4, 2022, unless the Superintendent or designee establishes a different date in writing to the extent required or permitted by law.~~

~~9. Vaccination~~

~~a. An employee is considered “fully vaccinated” 2 weeks after receiving:~~

~~i. an approved COVID-19 vaccine that requires only 1 dose (e.g., Johnson & Johnson), or~~

~~ii. the second dose of an approved COVID-19 vaccine that requires 2 doses with at least the minimum recommended interval between doses (e.g., Pfizer or Moderna).~~

~~b. An employee is considered “partially vaccinated” immediately after receiving the first dose of an approved COVID-19 vaccine that requires 2 doses.~~

~~c. An employee is considered “unvaccinated” if the employee has not received any dose of an approved COVID-19 vaccine.~~

~~10. “Workplace” means a physical location where District work or operations are performed. “Workplace” does not include an employee’s residence.~~

~~C. COVID-19 Employee Mandate~~

~~[Option 1: Each employee shall be fully vaccinated, except that each person who becomes a District employee after the overall implementation date shall be fully vaccinated as soon as practicable.~~

~~The Superintendent or designee may grant an exemption from this vaccination requirement if the employee provides documentation from a licensed healthcare provider establishing to the satisfaction of the Superintendent or designee that the employee is a person:~~

~~1. For whom a vaccine is medically contraindicated, or~~

~~2. For whom medical necessity requires a delay in vaccination.~~

~~[Option 2: Each employee shall (1) be fully vaccinated, or (2) comply with the COVID-19 test and face covering requirements in Sections I and J below.]~~

~~D. Accommodation Requests~~

~~The Superintendent or designee will consider, in consultation with the District’s legal counsel, an accommodation request under applicable federal or state law based on an employee’s disability or sincerely held religious belief, practice, or observance that conflicts with a COVID-19 vaccination, testing, or face covering requirement in this Policy.~~

~~E. Vaccination Status Documentation~~

~~Each employee shall provide to the Superintendent or designee:~~

~~1. If fully or partially vaccinated, acceptable proof of vaccination status.~~

~~2. If unvaccinated, a written, signed, and dated statement that contains the following language: “I am not vaccinated against COVID-19. I declare (or certify, verify, or state) that this statement about my vaccination status is true and accurate. I understand that knowingly providing false information regarding my vaccination status may subject me to criminal penalties.”~~

~~For each person who becomes a District employee after the overall implementation date, that person shall provide acceptable proof of vaccination status or the above statement, as applicable, before beginning District employment.~~

~~The District will maintain a roster of each employee's vaccination status.~~

~~F. Vaccination Leave~~

~~An employee may request leave from work for each COVID-19 vaccine dose to travel to a COVID-19 vaccination site, receive a vaccination, and return to work. That request must be submitted to the Superintendent or designee in writing, and leave is subject to the prior approval of the Superintendent or designee.~~

~~For each COVID-19 vaccine dose, up to the first 4 hours of leave will be paid by the District at the employee's regular rate of pay (i.e., 8 hours of leave maximum). The remaining leave time will be unpaid, unless the employee requests, and is eligible to use, accrued paid leave (e.g., paid vacation time).~~

~~G. Vaccination Side Effects Leave~~

~~An employee may request to use up to 2 workdays of accrued paid sick leave immediately following each COVID-19 vaccine dose to recover from vaccination side effects that prevent the employee from working. If the employee has no accrued paid sick leave, the employee may request up to 2 workdays of paid sick leave for each dose for this purpose.~~

~~A request under this Section shall be submitted to the Superintendent or designee in writing, and leave is subject to the prior approval of the Superintendent or designee.~~

~~H. Reporting Positive COVID-19 Test or Diagnosis~~

~~An employee shall promptly notify the Superintendent or designee if the employee has received a positive COVID-19 test or has been diagnosed with COVID-19 by a licensed healthcare provider. The employee shall be immediately removed from the workplace. The employee shall not return to the workplace without the prior written approval of the Superintendent or designee, which approval will be granted when the employee establishes to the satisfaction of the Superintendent or designee that the employee is eligible to return to the workplace.~~

~~An employee removed from the workplace under this Section will be eligible to return to the workplace when the employee:~~

- ~~1. Receives a negative result on a COVID-19 nucleic acid amplification test (NAAT) following a positive result on a COVID-19 antigen test if the employee chooses to seek a NAAT test for confirmatory testing;~~

- ~~2. Meets the return to work criteria in CDC's "Isolation Guidance" (https://www.osha.gov/sites/default/files/GDC's_Isolation_Guidance.pdf), or~~
- ~~3. Receives a recommendation to return to work from a licensed healthcare provider.~~

~~An employee removed from the workplace pursuant to this Section will be placed on unpaid leave, unless the employee requests — and is eligible to use — accrued paid leave (e.g., paid vacation time).~~

~~I. COVID-19 Testing for Employees Who Are Not Fully Vaccinated~~

~~Beginning on the testing implementation date, an employee who is not fully vaccinated shall comply with the testing requirements in this Section.~~

~~1. If the employee reports to the workplace at least once every 7 days, the employee shall:~~

- ~~a. Take a COVID-19 test at least once every 7 days, and~~
- ~~b. Provide documentation of the most recent COVID-19 test result to the Superintendent or designee no later than the 7th day following the date on which the employee last provided a COVID-19 test result.~~

~~2. If the employee does not report to the workplace at least once every 7 days, the employee shall:~~

- ~~a. Take a COVID-19 test within 7 days before returning to the workplace, and~~
- ~~b. Provide documentation of that test result to the Superintendent or designee upon return to the workplace.~~

~~If an employee fails to provide documentation as required by this Section, the employee shall not return to the workplace without the prior written approval of the Superintendent or designee, which approval will be granted when the employee establishes — to the satisfaction of the Superintendent or designee — that the employee is eligible to return to the workplace.~~

~~An employee excluded from the workplace under this Section will be eligible to return to the workplace when the employee provides a negative COVID-19 test result to the Superintendent or designee.~~

~~An employee excluded from the workplace pursuant to this Section will be placed on unpaid leave, unless the employee requests — and is eligible to use — accrued paid leave (e.g., paid vacation time).~~

~~An employee who has received a positive COVID-19 test or has been diagnosed with COVID-19 by a licensed healthcare provider is not required to undergo~~

~~COVID-19 testing for 90 days following the date of the employee's positive test or diagnosis.~~

~~J. — Face Coverings for Employees Who Are Not Fully Vaccinated~~

~~An employee who is not fully vaccinated shall wear a face covering when indoors at the workplace or when occupying a vehicle with another person for work purposes. This requirement does not apply in any of the following circumstances:~~

~~1. — The employee is:~~

~~a. — Alone in a room with floor to ceiling walls and a closed door,~~

~~b. — Eating or drinking for a limited time,~~

~~c. — Asked to remove a face covering for identification purposes in compliance with safety and security requirements, or~~

~~d. — Wearing a respirator or facemask.~~

~~2. — The Superintendent or designee determines that the use of a face covering is infeasible or creates a hazard after consultation with the District's legal counsel (e.g., when a face covering presents a risk of serious injury or death to the employee or others).~~

~~K. — Document Confidentiality~~

~~The District will maintain as confidential all employee medical information, including vaccination and COVID-19 test documentation, in accordance with applicable laws and policies.~~

~~L. — Notice~~

~~The District will provide to employees, in writing, the notice required by 29 CFR 1910.501(j) by the overall implementation date. The District will provide that written notice to each person who becomes a District employee after that date as soon as practicable.~~

~~M. — Discipline~~

~~An employee who fails to comply with this Policy is subject to discipline, up to and including discharge.~~

~~Legal authority: — MCL 380.11a; 29 CFR 1910.501, et seq.~~

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4227 False Medicaid Claims [Required for Districts that receive or make payments to the State Medicaid Program in an annual amount of at least \$5,000,000] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

Under federal law, when the District receives annual amount of at least \$5,000,000.000 in Medicaid payments, the District is required to inform all employees and contractors about the legal requirements and remedies in order to comply with and prevent fraud and abuse in the Medicaid Program.

A. The Federal False Claims Act (FCA). Medicaid prohibits individuals and organizations from submitting false or fraudulent claims to the government for payment or reimbursement. Any claim submitted by employees or contractors for Medicaid reimbursement must be accurate, correct, and complete.

1. An employee or contractor shall not knowingly submit a false claim. The term "knowingly" does not require the claimant to have actual knowledge that the claim is false. An employee violates this Policy by acting with reckless disregard or in deliberate ignorance. A violation of this Policy includes, but is not limited to:

a. knowingly presenting, or causing to be presented, a false or fraudulent claim for payment or approval

b. knowingly making, using, or causing to be made or used, a false record or statement material to a false or fraudulent claim;

c. conspiring to commit a violation under the FCA;

d. having possession, custody, or control of property or money used, or to be used, by the government and knowingly delivering, or causing to be delivered, less than all of that money or property;

e. authorizing to make or deliver a document certifying receipt of property used, or to be used, by the government and, intending to defraud the government, making or delivering the receipt without completely knowing that the information on the receipt is true;

- f. knowingly buying, or receiving as a pledge of an obligation or debt, public property from an officer or employee of the government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or
- g. knowingly making, using, or causing to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the government, or knowingly concealing or knowingly and improperly avoiding or decreasing an obligation to pay or transmit money or property to the government.

2. Penalties

- a. The FCA and Program Fraud Civil Remedies Act ("PFCRA") provides civil and criminal remedies to individuals who violate federal law.
- b. The District reserves the right to discipline, up to and including discharge, employees who violate this Policy.
- c. The District reserves the right to terminate the contract with a third party contractor found to be in violation of this Policy.

B. Michigan Medicaid False Claim Act ("MMFCA") prohibits fraud in the obtaining of benefits or payments in connection with the medical assistance program.

1. An employee or contractor shall not knowingly:

- (i) make or cause to be made a false representation of a material fact in the application for, or the determination of, Medicaid benefits;
- (ii) fail to report any event affecting the initial or continued right to receive a Medicaid benefit or fails to report an event affecting the initial or continued right of any other person on whose behalf the individual has applied for Medicaid benefits;
- (iii) solicit, offer, or receive a bribe or kickback in connection with the furnishing of goods or services for which payment is made to a Medicaid provider;
- (iv) make or receive a payment or the rebate of a fee for referring an individual to another for Medicaid services;
- (v) enter into a conspiracy or agreement to defraud the state by obtaining a Medicaid payment for a false claim;

(vi) make or cause to be made a false claim under the Social Welfare Act, Act 280 of Public Acts of 1939, as amended, to an employee or officer of the state; or

(vii) make or cause to be made a claim under the Social Welfare Act, which claim represents that goods or services are medically necessary in accordance with professionally-accepted medical standards when the goods or services are not medically necessary

2. Penalties

- a. The MMFCA provides civil and criminal remedies to individuals who violate federal law.
- b. The District reserves the right to discipline, up to and including discharge, employees who violate this Policy.
- c. The District reserves the right to terminate the contract with a third party contractor found to be in violation of this Policy.

Legal authority: 31 U.S.C. 3729-3733, 31 U.S.C. 3801, MCL 400.601 et seq

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4301 Definition

“Non-exempt staff” may include transportation, custodial, maintenance, food service, clerical, and paraprofessional employees and other employees who do not meet an exemption under the Fair Labor Standards Act or the Michigan Improved Workforce Opportunity Wage Act. The term does not include “exempt” professional staff, administrators, supervisors, or the Superintendent (as defined in Policies 4401, 4501, and 4601). Non-exempt staff are employed at-will and their employment may be altered or terminated at any time with or without cause, unless governed by a collective bargaining agreement or individual employment contract containing a different standard of employment security.

[Optional ~~(in lieu of “at-will” employment status)~~: Unless otherwise provided by a collective bargaining agreement or individual employment contract, non-exempt staff will be subject to a probationary period of 1 work year. ~~Successful completion of the probationary period will be contingent, in part, upon satisfactory performance as measured by the performance evaluation, regular and reliable attendance, and discipline.~~]

Legal authority: 29 USC 201 et seq.; MCL 380.11a(3), 380.601a; MCL 408.934a

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4303 *Compensatory Time* [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number *and* in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

- A. The District may offer Non-Exempt Staff compensatory time, in lieu of overtime pay, at a rate of 1.5 hours of compensatory time for 1 hour of time for which the employee earns overtime pay. The District may determine that some employee classifications are ineligible for compensatory time.
- B. For represented, Non-Exempt Staff compensatory time must be provided under a collective bargaining agreement, memorandum of understanding, or other agreement between the District and the exclusive collective bargaining representative.
- C. For non-represented, Non-Exempt Staff, the staff member must submit an express, voluntary written request to receive compensatory time in lieu of overtime pay before the performance of overtime work. This request is subject to prior approval by the District. The Non-Exempt Staff member’s written request must be kept in the payroll file for each instance of compensatory time.
- D. Compensatory time is only available to those Non-Exempt Staff members who receive 10 or more paid days of leave per year, in addition to the compensatory time. If requested by the employee and approved by the District, the terms of the compensatory time plan are subject to the following:
 1. acceptance of compensatory time in lieu of overtime pay is not required as a condition of employment;
 2. employees are permitted to use compensatory time unless it will unduly disrupt District operations;
 3. employees may not accrue more than 240 hours of compensatory time at any time;
 4. employees may, at any time, request monetary compensation for accrued compensatory time at a rate not less than the regular rate earned by the employee at the time the employee earned the compensatory time. Payment must be made within 30 days after the request; and
 5. upon voluntary or involuntary termination of employment, an employee who has accrued compensatory time must be paid monetary compensation for accrued compensatory time at a rate not less than the regular rate earned by the employee at the time the employee earned the compensatory time.

- E. Unless otherwise prohibited by a collective bargaining agreement, the District may terminate a compensatory time plan after providing 60 days' notice to Non-Exempt staff. Employees will receive monetary compensation for accrued compensatory time at a rate not less than the regular rate earned by the Non-Exempt Staff at the time the staff member earned the compensatory time.
- F. The District must provide Non-Exempt Staff who earn compensatory time a statement reflecting the accrual and use of compensatory time in the period that it is earned or used. The payroll records for Non-Exempt Staff who earn compensatory time must identify the accrual of compensatory time.
- G. The District will not directly or indirectly interfere with a Non-Exempt Staff member's right to request or not request compensatory time in lieu of overtime pay or require a member to use compensatory time. In assigning overtime hours, the District will not discriminate among Non-Exempt Staff within a classification based on the choice to request or not request compensatory time off in lieu of overtime pay.

Legal authority: 29 USC 207; MCL 408.414a, 408.934a

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4304 Employee Timekeeping Responsibilities and Payroll Information

Non-Exempt Staff must record all hours worked in compliance with District procedures. Non-Exempt Staff will be compensated for authorized recorded hours worked, including preliminary and subsequent work activities and overtime. Timekeeping records must reflect actual time worked to ensure accurate payment of wages.

Substantiated falsification or misrepresentation of hours worked may result in discipline, including discharge.

Legal authority: 29 USC 201 et seq.; MCL 408.471 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4306 *Assignment and Transfer*

The Board authorizes the Superintendent or designee to assign and transfer Non-Exempt Staff to meet identified District needs, including curricular, fiscal, personnel management, or other operating reasons. The Superintendent's or designee's authority includes assignment, transfer, and the addition or removal of Non-Exempt Staff member's duties and responsibilities. In exercising authority pursuant to this Policy, the Superintendent or designee will comply with the applicable collective bargaining agreement or individual employment contract.

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

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4308 *Reduction and Recall of Non-Exempt Staff*

The Board, in its sole discretion, may determine that a reduction in force of a Non-Exempt Staff member is appropriate due to curricular, fiscal, personnel management, or other operating conditions. A reduction in force may consist of a reduction of hours or personnel. Reductions in force and recalls are subject to Board approval.

A. Staff Subject to a Collective Bargaining Agreement or Individual Employment Contract

If the Board determines that a reduction of Non-Exempt Staff governed by a collective bargaining agreement or individual employment contract is necessary, the Superintendent will implement a reduction in force in conformance with the applicable agreement(s).

B. Non-Exempt Staff Not Subject to a Collective Bargaining Agreement or Individual Employment Contract Containing Reduction and Recall Provisions

1. Reduction in Force

The Superintendent or designee will make reduction in force recommendations to the Board. The Superintendent's or designee's recommendation to the Board may consider the following criteria for reduction, which are not in order of priority or weight:

- a. programs and services to be offered;
- b. employee qualifications, abilities, skills, and education;
- c. federal, state, and local funding;
- d. employment experience that is relevant to an assignment;
- e. federal and state laws or regulations that may mandate certain employment practices;
- f. special or advanced training that would be of present or future value to the District;
- g. the organizational and educational effect caused by a reduction of Non-Exempt Staff member(s);
- h. formal and informal evaluation of Non-Exempt Staff performance by a supervisor;
- i. length of service with the District and within a classification; and

- j. any other criteria that are rationally related to providing effective support services and operation of or administration of the District, such as discipline record and compliance with attendance Policies and procedures.

2. Notification

Notice will be provided as follows:

- a. Before the Board considers a reduction in force, the Superintendent or designee will notify, in writing, each affected non-exempt staff member that the Superintendent or designee is recommending a reduction in force or hours that would affect the non-exempt staff member and the date and time of the Board meeting at which the Board will consider the reduction in force.
- b. After the Board's decision on reduction in force, the Superintendent or designee will provide written notice of the Board's action to the affected non-exempt staff member(s).
- c. A non-exempt staff member who is subject to a reduction in force must, during the period which the member is eligible for recall, provide the District with an accurate residential address, email address, and phone number and report any subsequent change in the employee's contact information. Failure to maintain current contact information may be deemed a waiver of recall rights.
- d. The District may allow a laid off non-exempt staff member to be included on the District's list of substitutes at the Superintendent's or designee's discretion. If the District uses a laid off non-exempt staff member as a substitute, remuneration will be determined by the District or an applicable collective bargaining agreement.

C. Recall

A Non-Exempt Staff member subject to a reduction in force as described above will have preferred rights to recall to employment for a period of 12 months commencing on the date that the District implemented the reduction in force. The Non-Exempt Staff member will be recalled to any position within the member's classification. Recall decisions will be based on the criteria specified in subsection B.1 of this Policy.

A Non-Exempt Staff member who declines an offer of recall to a position comparable to that held at the time of layoff or for which he/she is otherwise qualified will be removed from the recall list and will forfeit any further employment rights with the District.

A Non-Exempt Staff member must respond within 10 days after the date the District sent notice of recall. Failure to do so may be deemed a waiver of recall rights.

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

Series 4000: District Employment

4300 Non-Exempt Staff

4309 Discipline and Termination

A. Discipline

The Superintendent or designee may discipline non-exempt staff for behavior warranting discipline, as determined by the Superintendent or designee, provided the discipline is not for an unlawful ~~purpose~~ reason. Off-duty conduct may result in discipline if it adversely affects the District and is not a legally protected activity. Before discipline is imposed, the Non-Exempt Staff member will be provided notice of the alleged inappropriate behavior and an opportunity to respond to the allegations.

A Non-Exempt Staff member governed by a collective bargaining agreement or individual employment contract will be disciplined consistent with the procedures and standards specified within that agreement.

A Non-Exempt Staff member who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

The Superintendent or designee will record discipline in writing, if warranted. Written discipline will be placed in the Non-Exempt Staff member's personnel file. The Non-Exempt Staff member may submit a written rebuttal letter consistent with Policy 4224.

Consistent with Revised School Code Section 1230b, unprofessional conduct will not be suppressed or removed from a personnel file.

B. Termination

A Non-Exempt Staff member is employed at-will and subject to discharge by the Superintendent or designee, with or without cause, provided the discharge is not for an unlawful purpose, unless a collective bargaining agreement, individual employment contract, law, Policy, or handbook provides otherwise.

Legal authority: MCL 380.1230b(6); MCL 423.501 et seq.; *NLRB v J. Weingarten, Inc.*, 420 US 251 (1975)

Date adopted:

Date revised:

Series 4000: District Employment

4400 Professional Staff

4401 Definition

A. General

Professional Staff primarily perform work that requires advanced knowledge or work that is intellectual in nature, consistent with the FLSA's definition of "professional." The Professional Staff member's area of expertise is related to learning or comes from prolonged course of study, including teachers and Non-Teaching Professionals, but excluding Administrators/Supervisors (as defined under Policy 4501) and the Superintendent (as defined under Policy 4601).

B. Teachers

Teachers are professional persons who provide or direct instruction to students and must be appropriately qualified and certified for the assigned teaching position, consistent with federal and state law and District Policies. Each teacher shall maintain required qualifications and certification as a condition of that teacher's continued employment.

A classroom teacher employed by the District must: (1) have a valid Michigan teaching certificate or authorization to teach under [the law \(see Revised School Code Section 1233b\)](#); and (2) be assigned by the District to deliver direct instruction to students as a teacher of record.

A teacher must promptly notify the Superintendent or designee, in writing, if the teacher's certification or authorization expires, is revoked, or nullified. Failure to provide this written notice, whether willfully or negligently, may result in discipline, including discharge.

C. Non-Teaching Professionals

Non-Teaching Professionals are "other Professional Staff" who are not teachers and who meet the professional exemption under the FLSA, such as counselors (i.e., those counselors who are not certified teachers), social workers, teacher consultants, behavior specialists, speech pathologists (i.e. who are not certified teachers), physical or occupational therapists, nurses, and psychologists. A Non-Teaching Professional is not required by law to hold a teaching certificate or authorization for the assigned duties. Each Non-Teaching Professional must be qualified and certified as required by the Board or federal and state law. Each Non-Teaching Professional must maintain those qualifications and certifications as a condition of that person's continued employment.

A Non-Teaching Professional must promptly notify the Superintendent or designee, in writing, if the person's certification, license, or endorsement expires, is revoked,

or nullified. Failure to provide this written notice, whether willfully or negligently, may result in discipline, including discharge.

Legal authority: 29 USC 201 et seq.; MCL 38.81 et seq.; MCL 380.1231, 380.1233, 380.1233b, 380.1236, 380.1237

Date adopted:

Dated revised:

Series 4000: District Employment

4400 Professional Staff

4403 Performance Evaluation

Performance evaluations are essential to provide quality educational services and to measure competency. This Policy does not diminish the Board's authority or ability to non-renew a professional staff member's contract at the end of the contract's term, consistent with applicable statutes, collective bargaining agreements, Policies, and individual employment contracts.

A. Teachers

Teachers will be evaluated pursuant to a performance evaluation system under Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. an annual evaluation process that meets statutory standards;
2. an evaluation tool that incorporates components required by law, including:
 - a. individual performance as a majority factor, including student growth (predominant factor), pedagogical skills (teacher's knowledge of the subject area and ability to impart that knowledge and preparation), classroom management, and relationships with students, parents/guardians, and other teachers;
 - b. student growth as required by law;
 - c. attendance and discipline;
 - d. significant, relevant accomplishments and contributions; and
 - e. relevant special training other than required professional development or continuing education.
3. an individualized development plan (IDP) for all probationary teachers, for teachers rated minimally effective or ineffective, or at the evaluator's discretion where performance deficiencies are noted;
4. classroom observations with appropriate feedback;
5. a mid-year progress report, if required by law;
6. an annual performance evaluation numerical score ("year-end effectiveness score"), unless the person qualifies for a biennial evaluation, correlated to effectiveness ratings of highly effective, effective, minimally effective, or ineffective;

7. a tool approved by MDE, a modified tool (if posting requirements are met), or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
8. website posting of required information for the evaluation tool;
9. training on the evaluation tool for teachers and evaluators as required by law; and
10. other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

If a tenured teacher is rated ineffective on 3 consecutive year-end annual evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

B. Non-Teaching Professionals Subject to the Teachers' Tenure Act

The performance evaluation system for a Non-Teaching Professional with a teaching certificate who is subject to the Teachers' Tenure Act must include multiple observations. An IDP will be developed during the employee's probationary period. Except during the probationary period, which must include annual evaluations, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

C. Non-Teaching Professionals Not Subject to the Teachers' Tenure Act

For Non-Teaching Professionals without a teaching certificate who are not subject to the Teachers' Tenure Act, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee, except annual evaluation will be performed during the employee's probationary period. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

An IDP may be established at the Superintendent's or designee's discretion.

If the Non-Teaching Professional's employment is governed by a collective bargaining agreement or individual employment contract, the Superintendent or designee will adhere to the applicable language on evaluation.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1233b, 380.1248, 380.1249; [380.1249a\(2\)](#); MCL 423.215

Series 4000: District Employment

4400 Professional Staff

4405 *Reduction in Force and Recall*

A. Teachers

When making program and staffing decisions, the Board will retain the most effective teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. To the extent that the determinations involve Revised School Code Section 1248 requirements, this Policy will guide the implementation of that statute.

1. General Provisions

- a. The Superintendent will be responsible, acting within the approved budget, for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program or curricular considerations, the Superintendent will recommend to the Board the teaching positions to be reduced.
- b. If after a reduction of teachers, the Superintendent determines that the District's remaining programs and curriculum cannot be delivered through the existing teaching staff and that sufficient funds are budgeted to support an increase in the number of teachers, the Superintendent may recommend to the Board that teachers be added.
- c. Decisions about the reduction and recall of teachers will be guided by the following criteria:
 - i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).
 - A) This Policy does not require the retention or recall of a probationary or tenured teacher whose most recent performance evaluation contains an overall rating of ineffective or minimally effective in preference to any probationary or tenured teacher rated either effective or highly effective, as reflected in that teacher's most recent performance evaluation.
 - B) A probationary teacher rated as effective or highly effective on the teacher's most recent annual year-end performance evaluation is not

subject to being displaced by a tenured teacher solely because the other teacher is tenured under the Teachers' Tenure Act.

- ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
 - A) Determined by applicable statutes and regulations, including the Revised School Code, Teacher Certification Code, and MDE's Rules for Special Education Programs and Services; and
 - B) Based on documentation on file with the Superintendent's office.
 - 1) A teacher must maintain current and valid certification, approval, or authorization, as applicable, and will be responsible for filing a copy of the teaching certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
 - 2) If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based upon documentation on file with the Superintendent's office, including:
 - A) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - B) Compliance with applicable accreditation requirements;
 - C) Professional training and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment;
 - D) Formal or specialized training in the subject area(s) or grade level(s); and
 - E) Prior teaching experience relevant to the instructional assignment and anticipated to contribute to the teacher's effectiveness, including:
 - 1) Experience in a relevant building or department or at a relevant academic/grade level;
 - 2) Experience teaching relevant instructional subjects;
 - 3) Recency of relevant and comparable teaching assignments;

- 4) Previous effectiveness ratings;
 - 5) Disciplinary record, if any; ~~and~~
 - 6) Attendance; and
 - 6)7) Other relevant factors as determined by the District.
- iv. Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
 - A) Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.
 - B) A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
 - C) Failure to maintain current contact information may negatively impact the teacher's recall.
 - v. Teacher reductions and recalls are by formal Board action.
 - vi. Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
 - vii. The Superintendent or designee will provide written notice of Board reduction in force or recall decisions to each affected teacher.
 - viii. A teacher's length of service with the District or tenure under the Teachers' Tenure Act will not be the primary or determining factor in reduction in force and recall decisions.
- d. Teacher reduction in force decisions will be implemented by the following:
 - i. If 1 or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a teacher(s) for reduction in force will be based on the year-end effectiveness score identified in Policy 4403.
 - ii. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions and who received the highest year-end effectiveness score will be retained. Teachers within the affected academic level(s) or department(s) with the lowest year-end effectiveness score will be laid off.

- iii. When a teaching position is identified for reduction and there exists a concurrently vacant teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that teacher may be assigned to the vacant position unless the Superintendent determines that the District's educational interests would not be furthered by that assignment.
- iv. If more than 1 teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, the teacher with the highest year-end effectiveness score, if at least effective, will be given priority for the assignment unless the Superintendent determines that the District's educational interests would not be furthered by that assignment.

v. [Choose Option 1 or 2:]

[Option 1: If the reduction or recall decision involves more than 1 teacher and multiple teachers have the same year-end effectiveness score used to determine each teacher's effectiveness rating, a tenured teacher has priority over a probationary teacher and among tenured teachers. Teacher seniority (as established by the most recent seniority list for the bargaining unit to which the tenured teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.]

[Option 2: If the reduction or recall decision involves more than 1 teacher and multiple teachers have the same year-end effectiveness score, the Board may approve and implement a tiebreaker mechanism using a discrete part(s) of the evaluation system. For example, if the reduction or recall decision involves more than one teacher and multiple teachers have the same year-end effectiveness score used to determine each teacher's effectiveness rating, the teacher with the higher year-end effectiveness score reflected in the [insert Board preference] portion of the evaluation will have preference for reduction or recall, as applicable. If this year-end effectiveness score is also tied, seniority (as established by the most recent seniority list for the bargaining unit to which the tenured teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.]

[Optional: At least 30 calendar days' notice of reduction in force will be provided, absent extenuating circumstances.]

2. Teacher Recall Process

- a. A teacher is eligible for recall under this Policy for [] months [recommended: 12] from the date the District implemented the reduction in force.

- b. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
- c. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign teachers to fill vacancies in accordance with Policy 4402.
- d. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
 - i. Recall the laid-off teacher with the highest overall effectiveness score on the teacher's most recent year-end evaluation under the performance evaluation system adopted by the Board and who is certified and qualified for the vacancy, provided the teacher was rated at least effective.
 - ii. Post the vacancy and consider all applicants if the Superintendent determines that:
 - A) the District's educational interests would not be furthered by recalling an otherwise eligible laid-off teacher who meets the certification and qualification standards for the position and who received the highest overall effectiveness score on that teacher's most recent year-end evaluation; or
 - B) no teacher on layoff meets the certification and qualification requirements for the position as otherwise stated herein.
- e. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.
- f. A laid-off teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.
- g. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

B. Reduction in Force and Recall of Non-Teaching Professionals

For Non-Teaching Professionals governed by a collective bargaining agreement, the Superintendent will implement the collective bargaining agreement's standards

and procedures that pertain to reduction in force or recall when recommending a reduction in force or recall to the Board.

If no collective bargaining agreement exists, or if an existing agreement does not address reduction in force or recall of Non-Teaching Professionals, the Superintendent will recommend a reduction in force or recall among Non-Teaching Professionals using the same standards and procedures as set forth in this Policy for teachers.

C. Unemployment Compensation

A teacher or Non-Teaching Professional who is laid off and who is paid unemployment compensation chargeable to the District during the summer immediately following a reduction in force and who is recalled on or before the beginning of the next school year will be paid according to an annual adjusted salary rate such that the employee's unemployment compensation received plus the adjusted annual salary rate will be equal to the annual rate of salary the employee would have earned for the school year had the employee not been laid off.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1248, 380.1249, 380.1532; MCL 423.215

Date adopted:

Date revised:

Series 4000: District Employment

4400 Professional Staff

4406 Professional Improvement Sabbaticals

The Board may, in its sole discretion and consistent with Revised School Code Section 1235 and any applicable collective bargaining agreement, approve a Professional Staff member's paid or unpaid leave of absence for the purposes of pursuing professional improvement (i.e., a sabbatical) or any other similar circumstance. A Professional Staff member seeking a leave of absence must apply in writing to the Superintendent or designee for presentation to the Board at least 60 days in advance. The leave of absence will be consistent with any applicable collective bargaining agreement or individual employment contract. If necessary, the Board will negotiate a letter of agreement with the appropriate bargaining unit to approve a Professional Staff Member's paid or unpaid leave of absence for the purposes of pursuing professional improvement or any other similar circumstance.

Legal authority: MCL 380.1235

Date adopted:

Date revised:

Series 4000: District Employment

4400 Professional Staff

4407 Discipline

Maintaining appropriate procedures and standards for addressing misconduct and other inappropriate behavior by Professional Staff is a critical component in furthering an effective educational environment and in providing quality educational services to students. Off-duty conduct may result in discipline if it adversely impacts the District and is not a legally protected activity. Information about substantiated unprofessional conduct will not be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b.

Tenured teacher discipline or demotion will occur only for a reason(s) that is not arbitrary or capricious. Likewise, the disciplining of other professionals will be governed by the arbitrary or capricious standard unless expressly stated otherwise in a collective bargaining agreement, employee handbook, or individual employment contract. Under the arbitrary or capricious standard, a disciplinary decision must be supported by a preponderance of the evidence and the discipline must have a rational relationship to the established misconduct or inappropriate behavior.

Before imposing discipline, the Superintendent or designee will investigate whether a Professional Staff member engaged in conduct that may justify discipline. The investigation should include discussions with witnesses determined by the Superintendent or designee to have relevant information and a review of tangible evidence (e.g., documents, video, electronic communications). The Professional Staff member will be provided an opportunity to respond to the allegation(s).

If a Non-Teaching Professional is governed by a collective bargaining agreement or individual employment contract, the Superintendent or designee will adhere to the disciplinary standards and procedures in that agreement. If the collective bargaining agreement or individual employment contract does not have an applicable provision, then the standards and procedures outlined below will apply.

The following procedures may be used for investigating allegations of Professional Staff misconduct or inappropriate conduct:

- A. The Superintendent or designee may consult with legal counsel in appropriate cases and may request that legal counsel assist with an investigation.
- B. The Superintendent or designee will give the Professional Staff member verbal or written notice of the allegation(s).
- C. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.

- D. The Superintendent or designee will give verbal or written notice of the time, date, and location of a meeting to provide the Professional Staff member with an opportunity to respond to the allegation(s) and substantiating factor(s).
- E. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.
- F. The Superintendent or designee is authorized to place a Professional Staff member on paid non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.
- G. If an investigation concludes that a preponderance of the evidence (i.e., more likely than not) establishes that the Professional Staff member engaged in conduct warranting discipline, the appropriate level of discipline will be guided by the following:
1. the seriousness of the offense;
 2. the Professional Staff member's prior disciplinary and employment record;
 3. whether other Professional Staff members have engaged in similar or like past conduct known to the District's administration and the discipline imposed for those infractions;
 4. the existence of aggravating or mitigating factors, as determined by the Superintendent or designee;
 5. applicable federal or state law;
 6. the Professional Staff member's acceptance of responsibility;
 7. the likelihood of recurrence; and
 8. any other factors the Superintendent or designee determine are relevant.
- H. Disciplinary measures may include verbal warning (memorialized in writing), written reprimand, unpaid suspension, financial penalty, or discharge. Nothing in this Policy requires that the above disciplinary measures be applied progressively or sequentially. The District reserves the right to apply a disciplinary measure it determines to be appropriate to a specific set of circumstances. The District may consider additional preventative measures to address the misconduct, including training, coaching, and other remedial measures.
- I. Discipline will be confirmed in writing to the Professional Staff member and placed in that person's personnel file. The discipline imposed may also be reflected in the person's year-end performance evaluation where it pertains to areas measured in the evaluation.

J. The Superintendent or designee is authorized to impose discipline with the exception of:

1. the discharge of a Professional Staff member; and
2. the demotion of a tenured teacher, as defined in the Teachers' Tenure Act.

The Board's action may be based upon the Superintendent's or designee's written recommendation and applicable procedures set forth in the Teachers' Tenure Act.

K. A tenured teacher's salary may be escrowed after tenure charges are approved by the Board pursuant to Policy 4208.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a; MCL 423.215; *NLRB v J Weingarten, Inc*, 420 US 251 (1975)

Date adopted:

Dated revised:

Series 4000: District Employment

4500 Administrators/Supervisors

4503 Performance Evaluation

Performance evaluations of Administrators are an essential element of providing quality educational services and measuring an employee's competency. This Policy does not alter the Board's authority or ability to terminate an Administrator's employment during the term of an individual employment contract or to non-renew an Administrator's contract at the end of the contract's term.

A. Building Level and Central Office Instructional Administrators

The Superintendent or designee will ensure that building level and central office Administrators who are regularly involved in instructional matters are evaluated consistent with a performance evaluation system under Revised School Code Sections 1249 and 1249b. This performance evaluation system will include, if appropriate, the following:

1. a year-end annual evaluation by the Superintendent or designee, unless the Administrator qualifies for a biennial evaluation. This does not preclude more frequent Administrator evaluations as determined necessary by the Superintendent or designee;
2. an individualized improvement plan if the Administrator is rated minimally effective or ineffective or where performance deficiencies are noted;
3. student growth and other assessment required or authorized by law;
4. an overall effectiveness rating of highly effective, effective, minimally effective, or ineffective;
5. dismissal of an Administrator rated ineffective on 3 consecutive year-end evaluations;
6. an evaluation tool approved by the MDE, a modified tool (if posting requirements are met), or a local evaluation tool adopted in compliance with Revised School Code Sections 1249 and 1249b;
7. website posting of required information pertaining to the evaluation tool;
8. appropriate training for evaluators; and
9. other components that the Superintendent or designee deems relevant, important, or in the District's best interest.

B. Non-Instructional Administrators, Supervisors, and Directors

The Superintendent or designee may evaluate Non-Instructional Administrators, Supervisors, and Directors based on the appropriate evaluation instrument [as](#)

| determined by the Board and consistent with any applicable collective bargaining agreement or individual employment contract. An individual improvement plan may be implemented to remediate and enhance employee performance.

Legal authority: MCL 380.11a, 380.601a, 380.1249, 380.1249b

Date adopted:

Date revised:

Series 4000: District Employment

4500 Administrators/Supervisors

4504 Performance Based Compensation

The Superintendent or designee will implement a performance based compensation system for building level and central office Administrators regularly involved in instructional matters pursuant to Revised School Code Section 1250 and State School Aid Act Section 164h. The system must include job performance and accomplishments as a significant factor in determining compensation and additional compensation and be based, at least in part, on student growth data as measured by assessments and other objective criteria for effective and highly effective professionals.

The Superintendent may recommend merit pay to the Board for non-instructional Administrators, Supervisors, and Directors.

Collective bargaining agreements and individual employment contracts covering administrative personnel regularly involved in instructional matters must include a method of compensation that complies with this Policy.

Legal authority: MCL 380.1249, 380.1249b, 380.1250; MCL 388.1764h

Date adopted:

Date revised:

Series 4000: District Employment

4500 Administrators/Supervisors

4506 Discipline

The Superintendent or designee may discipline Administrators, Supervisors, or Directors for misconduct, violations of contract, Policy, or law, or other inappropriate behavior. Off-duty conduct may result in discipline if it adversely impacts the District and is not otherwise a legally protected activity. This Policy does not cover termination of an Administrator, Supervisor, or Director, which is addressed in Policy 4507.

Before discipline is imposed, the Administrator, Supervisor, or Director will be provided an opportunity to respond to the allegation(s).

An Administrator, Supervisor, or Director governed by a collective bargaining agreement or individual employment contract may be disciplined consistent with applicable procedures and standards in that agreement. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

If the Superintendent or designee concludes, by a preponderance of the evidence, that the conduct in question has been substantiated and that discipline is warranted, the Superintendent or designee may discipline the employee so long as the basis for the discipline follows the standard(s) identified in the employee's applicable collective bargaining agreement or individual employment contract. If the employee is not subject to a collective bargaining agreement or individual employment contract, the Superintendent or designee may implement discipline for any lawful reason. The disciplinary action may be considered in the employee's performance evaluation. Written discipline will be placed in the employee's personnel file.

A suspension without pay may be imposed as a disciplinary consequence, consistent with the Fair Labor Standards Act, for infractions of safety rules of major significance or infractions of workplace conduct rules, such as rules prohibiting unlawful harassment, workplace violence, drug or alcohol use, or for infractions of state or federal laws. Disciplinary deductions may only be made in full-day increments and must be imposed pursuant to a written Policy applicable to all employees.

Evidence of substantiated unprofessional conduct cannot be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b.

The Teachers' Tenure Act shall apply if an Administrator's tenure rights are implicated by the disciplinary action.

[Optional: Discipline that results in 5 days or more of lost compensation may be reviewed by the Board.]

Legal authority: 29 CFR 541.602(b)(5); MCL 380.11a, 380.601a, 380.653, 380.1230b, 380.1249, 380.1249b; MCL 423.209

Date adopted:

Date revised:

Series 4000: District Employment

4600 The Superintendent

4601 General

A. Employment

Except in limited circumstances as otherwise allowed by law, the Board will employ a Superintendent as the District's chief administrative officer who will report to the Board. The Superintendent's individual employment contract will not exceed 5 years. The Superintendent will maintain appropriate certification, as well as comply with continuing education requirements, as a condition of continued employment. The Superintendent must immediately notify the Board if his or her certification expires or is nullified or revoked.

B. Duties and Responsibilities

The Superintendent will regularly advise the Board on significant legal, educational, financial, and other school-related developments affecting the District and the Board and will demonstrate exemplary leadership and knowledge of contemporary educational philosophy and effective practices.

The Superintendent will ensure compliance with requirements imposed by federal and state law, Policy, and governmental authorities with jurisdiction over Michigan schools. The Board delegates to the Superintendent the general power and authority to do the following, within Board-approved Policy and budgetary parameters:

1. direct curriculum and take actions to maximize student safety, welfare, and educational opportunities;
2. [Option: Suspend students up to 59 days and expel students consistent with Policy 5206];
3. ensure compliance with student disciplinary standards and procedures;
4. accept all employee resignations on the Board's behalf;
5. make other employment decisions consistent with these Policies, specifically including the right to hire, recall, transfer, assign, direct, discipline, and recommend or impose termination, as applicable;
6. develop and implement recruitment, application, and selection procedures to fill vacancies for Non-Exempt Staff, Teaching Professionals, Non-Teaching Professionals, Administrators, Supervisors, and Directors and to make hiring recommendations to the Board for approval, if applicable;

7. manage District grounds, buildings, property, and equipment and make determinations about their use, maintenance, improvements, purchases, and repairs in accordance with law;
8. temporarily close one or more of the District's schools or programs or alter the school day when the Superintendent determines that the action is necessary for the health and safety of students and staff;
9. maintain adequate supplies and materials for students and staff;
10. consult with outside advisors, attorneys, auditors, and others in the best interests of the District;
11. negotiate collective bargaining agreements and other contracts, subject to Board review and ratification;
12. serve as the Board's spokesperson and community liaison;
13. develop, recommend, and implement cooperative programs and services with other public and private entities that will promote attainment of District goals and objectives;
14. implement Board policies and supervise the District's day-to-day operations;
15. take action in circumstances not authorized by Board action or Policy when required to effectively run the District's day-to-day operations, to respond to a lawful order, or to implement rules to protect health and safety. The Superintendent should (1) inform the Board of the action taken and the need for expedited action; and (2) report the action to the Board during the first meeting proceeding following the action; and
- 15-16. draft administrative guidelines and forms which are consistent with these Policies or the law to effectively run the District's operations; and
- 16-17. take action as permitted or required by law or as authorized by Board action or Policy.

C. Fiscal Management

The Superintendent, in consultation with other District personnel, will prepare and present to the Board a proposed annual District budget for the upcoming fiscal year. Budget adoption and amendments will be subject to Board approval. The Superintendent will furnish the Board with all information requested by the Board for proper consideration of the proposed budget. After the proposed budget is adopted by the Board at a public hearing held in compliance with the Budget Hearings of Local Government Act, the Superintendent, in consultation with the individual acting in the capacity of the District's business official, will oversee and control budget expenditures to ensure compliance with the budget adopted by the Board.

Legal authority: MCL 141.411 et seq.; MCL 380.11a, 380.601a, 380.653, 380.654,
380.1229(1), 380.1229(4), 380.1246, 380.1536

Date adopted:

Date revised:

Series 4000: District Employment

4600 The Superintendent

4602 Hiring

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

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

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

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

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

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

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5100 Student Rights

5101 Student Expression

The District will balance student speech and expression rights with its responsibility to provide a safe, orderly learning environment.

Students may not engage in speech or expressive conduct that would materially and substantially interfere with or disrupt school operations, including school activities and educational programming. An actual disruption is not required before school officials may regulate student speech or impose discipline if they can reasonably forecast a substantial and material disruption or interference with school operations.

Students may be disciplined for speech or expressive conduct that: is materially and substantially disruptive or that school officials can reasonably forecast will create a substantial disruption; is obscene, sexually explicit, indecent, or lewd; promotes the use of or advertises illegal substances; incites violence; contains “fighting words” or constitutes a true threat of violence; [Optional: constitutes hate speech or symbols, including, but not limited to, swastikas or Confederate flags]; involves a student walkout; urges a violation of law, Board Policy, or rule; or is not constitutionally protected. Administrators will evaluate student speech on a case-by-case basis, including the location, context, and nexus to the school, before imposing discipline.

Student activism is subject to the above standards.

As used in this Policy, “fighting words” are words that tend to provoke a violent response amounting to a breach of the peace.

Legal authority: U.S. CONST. amend. I; Const 1963, art I, § 5; *Tinker v Des Moines Indep Community Sch Dist*, 393 US 503 (1969)

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5100 Student Rights

5104 Age of Majority

State law recognizes students are adults at age 18 or when otherwise legally emancipated. Except as noted below, all Board Policies, applicable codes of conduct, and any other applicable rules or behavioral expectations apply to all students regardless of age.

Unless inconsistent with a court order, students who are 18 years or older or legally emancipated may:

- A. have the same rights as their parents/guardians as they relate to access to or control of their student records;
- B. represent themselves during disciplinary conferences;
- ~~C. sign themselves in and out of school;~~
- ~~D. provide reason(s) for their absences and tardies;~~
- ~~E.C. _____ request a personal curriculum; and~~
- ~~D. have other rights or privileges as determined by the Superintendent or designee;~~
- ~~E. [Optional] sign themselves in and out of school;~~
- ~~F. [Optional] provide reason(s) for their absences and tardies;~~
- ~~F. _____~~

Eligible students who wish to assert these rights must notify the building principal in writing. Otherwise, sections **B-F** above will not apply. The building principal or designee may notify an eligible student's parent/guardian that the eligible student has exercised the rights listed under this Policy.

Legal authority: MCL 380.1278b; MCL 722.4, 722.52

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5206 Student Discipline [Note: This Policy complies with all relevant laws and rules and reflects the most common practices to address student discipline. If this Policy does not reflect your District's practices, Thrun Law Firm will work with you to modify the Policy to incorporate your District's practices consistent with applicable law.]

[Note: The Board must also adopt Policies 5206A, 5206B, 5206C, and 5206E. Board Policy 5206D is optional.]

A. Student Discipline - Generally

The Board is committed to providing students and staff with a safe learning environment free from substantial disruption. Consistent with this commitment, the District may discipline students who engage in misconduct, up to and including suspension or expulsion from school.

The District will take steps to effectively discipline students in a manner that minimizes out-of-school suspensions and expulsions. The District will comply with applicable laws related to student discipline, including the consideration of specific factors and possible use of restorative practices.

B. Applicability

This Policy applies to student conduct that occurs:

1. on District property;
2. at a school-sponsored or school-related event;
3. on a school bus or vehicle;
4. while traveling to or from school, including at a bus stop; and
5. at any other time or place if the conduct has a nexus to the school, substantially disrupts the school environment, or as permitted by law.

C. Student Code of Conduct

The Superintendent or designee will develop, regularly update, and annually publish a student code of conduct in all student handbooks. The student code of conduct must:

1. identify offenses that may result in discipline;

2. identify possible disciplinary consequences for each offense, which may, if appropriate, include suspension or expulsion;
3. be consistent with applicable state and federal laws and Board Policies; and
4. include a copy of Policy 5206E entitled “Suspension from Class, Subject, or Activity by Teacher.”

D. Definitions

For purposes of this Policy:

1. “suspend” or “suspension” means a disciplinary removal from school for less than 60 school days;
2. “expel” or “expulsion” means a disciplinary removal from school for 60 or more school days;
3. “restorative practices” means practices that emphasize repairing the harm to the victim and the school community caused by a student’s misconduct; and
4. “Mandatory 7 Factors” means the following:
 - a. the student’s age;
 - b. the student’s disciplinary history;
 - c. whether the student has a disability;
 - d. the seriousness of the behavior;
 - e. whether the behavior posed a safety risk;
 - f. whether restorative practices are a better option; and
 - g. whether lesser interventions would address the behavior.

E. Restorative Practices

Before suspending or expelling a student (except a student who possesses a firearm in a weapon-free school zone), teachers, administrators, and the Board must first determine whether restorative practices would better address the student’s misconduct, recognizing the Board’s objective of minimizing out-of-school suspensions and expulsions. Likewise, teachers, administrators, and the Board must consider whether restorative practices should be used in addition to the suspension or expulsion. Restorative practices, which may include a victim-offender conference, should be the first consideration to remediate offenses such as interpersonal conflicts, bullying, verbal and physical conflicts, theft, damage to property, class disruption, harassment, and cyberbullying.

All victim-offender conferences must be conducted consistent with state and federal law and Policies. No student who claims to be the victim of unlawful harassment may be compelled to meet with the alleged perpetrator of the harassment as part of a restorative practice.

F. Discretionary Suspension or Expulsion

Under Michigan law, a suspension of 10 or fewer school days is presumed to be reasonable. A suspension of more than 10 school days or an expulsion is, in most circumstances, presumed not to be justified. Before imposing a suspension or an expulsion, administrators or the Board must consider the Mandatory 7 Factors.

1. Building Administrators - 10 or fewer days

The Board delegates to all building administrators the authority to suspend a student for up to 10 school days consistent with the student code of conduct.

A building administrator may also suspend a student for up to 10 school days pending further investigation and possible further disciplinary consequences, including a longer-term suspension or expulsion.

Before exercising this authority, the building administrator must consider the Mandatory 7 Factors.

Additionally, before suspending a student for any length of time, the building administrator must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

2. Superintendent - Less than 60 school days

The Board delegates to the Superintendent the authority to suspend a student for less than 60 school days consistent with the student code of conduct. Before exercising this authority, the Superintendent must consider the Mandatory 7 Factors.

Any time the Superintendent finds that a suspension of more than 10 school days is warranted, the Superintendent must base the rationale on the Mandatory 7 Factors and explain the rationale in writing.

Additionally, before suspending a student for any length of time, the Superintendent must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

3. Board - Suspension or Expulsion

The Board may suspend or expel a student for an offense consistent with the student code of conduct.

Before exercising this authority, the Board must consider the Mandatory 7 Factors.

Any time the Board finds that a suspension of more than 10 school days or expulsion is warranted, the Board must base the rationale on the Mandatory 7 Factors and explain the rationale in writing.

Before exercising this authority, the Board must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

G. Criminal Sexual Conduct – Discretionary Suspension or Expulsion

If a student commits criminal sexual conduct, as defined in Revised School Code Section 1311, against another student enrolled in the District and expulsion is not mandatory under Policy 5206 H.3, the District may suspend or expel the student even if the student has not been criminally charged, subject to consideration of the Mandatory 7 Factors.

Before exercising this authority, the District must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

H. Mandatory Suspension or Expulsion

Building principals and other administrators must refer all incidents that may result in a mandatory suspension or expulsion to the Superintendent or designee for transmission to the Board. As explained below, the Board recognizes that in some circumstances it may choose not to suspend or expel a student. Nothing in this section may be construed as limiting the Board's discretion to suspend or expel a student for any offense that the student code of conduct identifies as possibly resulting in suspension or expulsion.

1. Possession of a Dangerous Weapon

a. Possession of a Firearm

If a student possesses a firearm in a weapon-free school zone, the Board will permanently expel the student unless the student demonstrates, in a clear and convincing manner, at least one of the following:

- the student was not possessing the firearm to use as a weapon or to deliver, either directly or indirectly, to another person to use as a weapon;
- the student did not knowingly possess the firearm;
- the student did not know or have reason to know that the firearm constituted a "dangerous weapon"; or

- the student possessed the firearm at the suggestion, request, or direction of, or with the express permission of, school or police authorities.

If a student demonstrates one of the above circumstances in a clear and convincing manner and the student has not been previously suspended or expelled from school, the Board will not expel the student unless the Board finds that, based on the circumstances, expulsion is warranted.

b. Possession of a Dangerous Weapon (Other than a Firearm)

If a student possesses a dangerous weapon (other than a firearm) in a weapon-free school zone, the Board will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Board is not required to expel a student for possession of a dangerous weapon (other than a firearm) if the student demonstrates, in a clear and convincing manner, at least one of the following:

- the student was not possessing the instrument or object to use as a weapon or to deliver, either directly or indirectly, to another person to use as a weapon;
- the student did not knowingly possess the weapon;
- the student did not know or have reason to know that the instrument or object constituted a “dangerous weapon”; or
- the student possessed the weapon at the suggestion, request, or direction of, or with the express permission of, school or police authorities.

If a student demonstrates one of the above circumstances in a clear and convincing manner and the student has not been previously suspended or expelled from school, the Board will not expel the student unless the Board finds that, based on the circumstances, expulsion is warranted.

c. Applicable Definitions for Dangerous Weapon Offense

“Weapon-free school zone” means school property and a vehicle used by a school to transport students to or from school property.

“School property” means a building, playing field, or property used for school purposes to impart instruction to children or used for functions and events sponsored by a school, except a building used primarily for adult education or college extension courses.

“Dangerous weapon” means a firearm, dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles.

“Firearm” means (i) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (ii) the frame or receiver of any such weapon; (iii) any firearm muffler or firearm silencer; or (iv) any destructive device. “Firearm” does not include an antique firearm, as defined by 18 USC § 921.

“Destructive device” means (i) any explosive, incendiary, or poison gas (including a bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or similar device); (ii) any type of weapon (other than a shotgun or a shotgun shell that the Attorney General finds is generally recognized as particularly suitable for sporting purposes) by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter; and (iii) any combination of parts either designed or intended for use in converting any device into a destructive device and from which a destructive device may be readily assembled.

d. Additional Procedures for Dangerous Weapon Expulsion

The Superintendent or designee must ensure that if a student is expelled for possession of a dangerous weapon, the student’s permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for possession of a dangerous weapon to the county department of social services or the county community mental health agency and notify the student’s parent/guardian (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion. The Superintendent or designee must also make a referral to local law enforcement and contact the student’s parent/guardian immediately any time a student is found to have brought a dangerous weapon to school or possessed a dangerous weapon at school, at a school related activity, or in a school vehicle. If a District official confiscates a dangerous weapon, the District official will give the dangerous weapon to law enforcement and will not release the dangerous weapon to any other person, including the legal owner.

Unless reinstated pursuant to Revised School Code Section 1311(6), a student expelled by another district or public school academy for possession of a dangerous weapon may not enroll in the District.

2. Arson

If a student commits arson as defined in Revised School Code Section 1311, in a school building or on school grounds, the Board will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent or designee must ensure that if a student is expelled for committing arson, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for committing arson to the county department of social services or the county community mental health agency and notify the student's parent/guardian (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion.

Unless reinstated pursuant to Revised School Code Section 1311(6), a student expelled by another district or public school academy for committing arson may not enroll in the District.

3. Criminal Sexual Conduct

If a student commits criminal sexual conduct as defined in Revised School Code Section 1311, in a school building or on school grounds, or pleads to, is convicted of, or is adjudicated for criminal sexual conduct against another student enrolled in the District, the Board will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent or designee must ensure that if a student is expelled for committing criminal sexual conduct, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for committing criminal sexual conduct to the county department of social services or the county community mental health agency and notify the student's parent/guardian (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion.

Unless reinstated pursuant to Revised School Code Section 1311(6), a student expelled by another district or public school academy for committing criminal sexual conduct may not enroll in the District.

4. Physical Assault

a. Physical Assault Against Employee, Volunteer, or Contractor

If a student in grade 6 or above commits a physical assault at school against an employee, volunteer, or contractor and the victim reports the physical assault to the Board or to a school administrator or, if the victim is unable to report the assault, another person makes the report on the victim's behalf, the Board will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent or designee must ensure that if a student is expelled for physically assaulting an employee, volunteer, or contractor, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for physically assaulting an employee, volunteer, or contractor to the county department of social services or the county community mental health agency and notify the student's parent/guardian (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion.

Unless reinstated pursuant to Revised School Code Section 1311a(5), a student expelled by another district or public school academy for physically assaulting an employee, volunteer, or contractor may not enroll in the District.

b. Physical Assault Against Another Student

If a student in grade 6 or above commits a physical assault at school against another student and the physical assault is reported to the Board or to an administrator, the District will consider whether to suspend or expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

A resident student in grade 6 or above who is currently expelled by another district or public school academy for committing a physical assault against another student may request to enroll in the District. The Superintendent or designee will consider the request along with any information the Superintendent or designee determines relevant. The Superintendent or designee may either grant or deny the request. The Superintendent's decision is final.

c. Applicable Definitions for Physical Assault Against Student

- i. "Physical assault" means intentionally causing or attempting to cause physical harm to another through force or violence.
- ii. "At school" means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether or not it is held on school premises.

5. Bomb Threat or Similar Threat

If a student in grade 6 or above makes a bomb threat or similar threat directed at a school building, other District property, or at a school-related event, the District will consider whether to suspend or expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

A resident student in grade 6 or above who is currently expelled by another district or public school academy for making a bomb threat or similar threat may request to enroll in the District. The Superintendent or designee will consider

the request along with any information the Superintendent or designee determines relevant. The Superintendent or designee may either grant or deny the request. The Superintendent's decision is final.

I. Statewide School Safety Information Policy (SSSIP) & Law Enforcement Reporting

The Superintendent or designee must notify law enforcement when required by the SSSIP and make all other reports and provide all other notifications required by the SSSIP or any state or federal law. Nothing in this Policy limits the ability of a school administrator to contact law enforcement at any other time.

J. Educational Programming During Suspension or Expulsion

Except as otherwise required by law or as provided in this Policy, a student who has been suspended or expelled may not be on school property, attend classes or other school functions, or participate in extracurricular activities during the student's suspension or expulsion without written permission from the Superintendent or designee. District personnel may assist students who have been suspended or expelled to explore alternative means, as allowed by law, to earn credit and to complete coursework during the period of the student's suspension or expulsion.

Legal authority: 18 USC 921; 20 USC 1401 et seq., 7151; 29 USC 705, 794-794b; MCL 380.1308-1310, 380.1310a, 380.1310c, 380.1310d, 380.1311, 380.1311a, 380.1312, 380.1313

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5300 Student Enrollment, Attendance, and Records

5305 Schools-of-Choice

The Board will annually determine whether the District will accept schools-of-choice students who reside in the same ISD in which the District is located, who reside within an ISD contiguous to the ISD in which the District is located, or both. If the Board determines that schools-of-choice students will be accepted for enrollment, the Board will establish the grades, schools, and programs in which they may enroll and the number of schools-of-choice students the District will accept for each open grade, school, or program.

If the Board determines that the District will accept schools-of-choice students, the Superintendent or designee will ensure that applicable provisions of state law are followed, including, without limitation:

- A. publishing the grades, schools, and programs for which the District will accept schools-of-choice applicants;
- B. establishing an application period of at least 15 and no more than 30 calendar days if the Board has limited the number of schools-of-choice students who may enroll in a grade, school, or program;
- C. selecting students who may enroll in the following manner:
 1. the Superintendent or designee must give preference to an applicant who resides in the same household as a student already enrolled in the District;
 2. the Superintendent or designee may refuse to enroll a student who has been suspended from another school in the preceding 2 years or who has ever been expelled from another school or convicted of a felony;
 3. the Superintendent or designee will require that schools-of-choice students meet the same criteria that a resident student must meet to enroll in a grade or specialized/magnet school or program;
 4. if, after applying the enrollment preferences and exclusions described in this Policy, there are more applicants than spots available in a particular grade, school, or program, the Superintendent or designee will select students based on a random draw lottery;
 5. except as otherwise stated in this Policy, the Superintendent or designee may not make enrollment decisions based on any other factors;
- D. following all notice and timeline requirements;
- E. allowing a student who has enrolled as a schools-of-choice student to continue to enroll in the District until the student graduates, enrolls in another school, drops out of school, or is expelled from school;

F. requesting records from a student's previous district.

Before enrolling a student who resides outside of the ISD in which the District is located and who has been identified as a child with a disability under the Individuals with Disabilities Education Act, the Superintendent or designee will attempt to enter into a cost-sharing agreement with the student's resident district. If the District and the student's resident district fail to reach a cost-sharing agreement, the student will not be enrolled in the District.

If the District receives a request from another district for records about a resident student's schools-of-choice application, the Superintendent or designee will promptly respond to the request.

The Superintendent or designee may pursue all available legal options, including referral to law enforcement, against any person who provides false or misleading information on a schools-of-choice application.

Students not eligible to enroll pursuant to this Policy may only enroll consistent with Policy 5303.

Legal authority: MCL 388.1705, 388.1705c

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5500 School Sponsored and Extracurricular Activities

5506 Field Trips

Field trips should generally be conducted during the school day.

A. General Conditions

All field trips must be pre-approved by the building principal or designee. Out-of-state and overnight trips require pre-approval from the Board or its designee. Field trips should be primarily academic in nature and related to the curriculum. The Superintendent or building principal(s) will develop procedures for approval of trips and communicate those procedures to instructional staff.

B. Parent/guardian Permission

Each student must submit a completed permission form signed by the student's parent/guardian before being allowed to attend a field trip.

C. Supervision

Teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. All chaperones must be at least age 21. ~~A chaperone who drives students must possess a valid driver's license. A chaperone who drives students in a private vehicle must possess adequate insurance coverage [Optional: and a safe driving record].~~ A chaperone is prohibited from drinking alcoholic beverages or using non-prescribed controlled substances at any time during the field trip. A chaperone must adhere to all District and building volunteer requirements, including Policy 3105.

The District may deny or terminate a chaperone assignment for any ~~lawful~~ reason that is not unlawful.

The District will not prohibit an eligible student from participating in a field trip solely because the student's parent/guardian does not chaperone.

D. Student Conduct

A student's failure to comply with Board Policy, the student code of conduct, and any other applicable rules or behavioral expectations while on a field trip may result in disciplinary action and removal or exclusion from the trip.

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5710 Student Suicide Prevention

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

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

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

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

[Mandatory if your District issues student identification cards for students in grades 6-12: ~~Beginning with the 2021-2022 school year, the~~The District will print the number of a national, state, or local suicide prevention hotline that can be accessed at any time on student identification cards for students in grades 6-12.]

[Optional, but encouraged by state law: The District will post on its website homepage and in a conspicuous location in the school counselor's office MDHHS model information materials about suicide prevention services, suicide, depression, and anxiety.]

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

Legal authority: MCL 380.1171, 380.1893

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5711 Toilet Training *[Optional]* *[Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]*

Except when toilet-training is part of the instructional program, students are expected to be fully toilet trained before the first day of school, unless otherwise specifically addressed in the student's IEP or Section 504 Plan.

The student's parent/guardian is responsible for ensuring that the student is toilet trained. The parent/guardian is also responsible for providing clean clothes for a student who may have toileting accidents.

No student will be punished, ~~abused~~, or humiliated for soiling or wetting clothing or not using the toilet.

~~If a student has an occasional toileting accident, staff members will contact the student's parent/guardian. A staff member may help the student clean up and change into clean clothes (provided by the student's parent/guardian) if necessary, consistent with the requirements of Policy 3405. Any soiled clothes will be placed into a plastic bag for the student to take home. The student's parent/guardian is responsible for re-training a student after a toileting accident.~~

~~If a student experiences repeated toileting accidents, staff will notify the building principal or designee and verbal and written notice will be provided to the student's parent/guardian. Repeated accidents are accidents occurring daily, more than once weekly, weekly for multiple months, or another documented pattern. A parent/guardian may be called to come to school to assist if a student is having repeated accidents.~~

The building principal or designee ~~also~~ should consider whether ~~the~~ repeated toileting accidents are related to a disability.

Except when toilet-training is part of the instructional program, staff will not assist a student with toileting unless directed to do so by the student's IEP or Section 504 Plan.

Date adopted:

Date revised:

Business and Finance Committee

Monday, August 8, 2022

11:30 a.m., Superintendent's Office

Meeting Minutes

Attendance: Dave Hazekamp, Elroy Buckner, Kris Cole, Jason Kennedy, John Winkas, Jessica Wiseman, and Mark Mesbergen

1. Board of Education/Thrun Law Firm Annual Policy Update
Jason gave an update on the proposed board policy language changes that were related to the finance committee
2. CSM Renewal
John and Mark presented the recommendation to extend the CSM contract for another two years. The contract has a 10% increase for this year and a 1.1% increase for the 2024 fiscal year. John reported that CSM is doing well and that other schools that went out to bid are experiencing more than a 10% increase in their contract. Mark stated that his prelim estimates are still showing that FCS is saving money with this third party contract.
3. Pitney Bowes Lease
Mark gave an update on a new 5-year lease with Pitney Bowes for our mail machine. Fruitport has always leased the mail machine and our current term is up this month. The district is recommending a new machine with the same features as our current one.
4. School Based Mental Health Agency Contracted Service Agreement
Jason gave an update on the fiscal year contract for Arbor Circle. This is the second year using Arbor Circle as a company that can connect parents with services to help their children. This expense will be coming out of ESSER funds.
5. MTSS American Institutes for Research Service Agreement
Jason presented a contract with American Institutes for Research to provide MTSS support to our staff and training. Fruitport could not hire someone to fill this role after multiple tries. Allison and Greg fully support this work. This expense will be coming out of ESSER funds.
6. Other – Construction Update
John gave an update on our construction projects at the football field and the athletic entry way.

7. Other – Hackley Community Care Agreement

Jason gave an update on a new agreement with Hackley Community Care for their services. This updates to the agreement are due to federal updates that have no impact to the services that will be provided.

8. Other – Student Discipline Hearing

Jason gave an update on two upcoming student discipline hearings.

Meeting adjourned at 12:26 p.m.

Respectfully submitted by Mark Mesbergen

BOARD ACTION REQUEST FORM

Meeting Date: August 15, 2022

To: Board of Education

Attachment # XI-2

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:

Extension of the CSM contract (third party cleaning vendor)

Background Information:

Since 2014, CSM has been our third party cleaning vendor. CSM and Fruitport just finished a two-year extension. During those two years, John Winkas reports some cleaning issues but nothing that would warrant the district to explore other options. Also, districts that have completed a request for proposal are experiencing a 20-30% increase from the previous years. The attached extension proposal shows a 10% increase for the current year and a 1.1% increase for the upcoming year (2023-2024). The district is still estimating there are savings with having a third party vendor for cleaning services.

Financial Impact:

\$871,912 for fiscal year 2023 and \$884,991 for fiscal year 2024.

Recommended Action:

To approve the extension of our cleaning contract with CSM that is included in the board packet.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin
 ___ Hazekamp ___ Kelly ___ Meeuwenberg

Contract Renewal Agreement



[2000505]

Contract Renewal Agreement

This **Contract Renewal Agreement** (the "Agreement"), is made and entered into as of 07/01/22, ("Effective Date") by and between CSM Newco, LLC, a Michigan Limited Liability Company ("CSM Services") and **Fruitport Community Schools** ("Customer") whose address is 3255 E Pontaluna Rd, Fruitport, MI 49415. The parties may be referred to individually as a "Party" or collectively as "Parties".

Background

1. CSM Services and Customer entered into a Custodial Services Agreement ("Custodial Contract") beginning 07/01/14 through 06/30/17.
2. CSM Services and Customer extended the Custodial Contract beginning 07/01/17 through 06/30/20 ("Extension Agreement"). This Extension Agreement is attached as Exhibit D. The Custodial Contract was attached to the Extension Agreement and incorporated by reference. The Custodial Contract and Extension Agreement are collectively referred to as the "Contract".
3. CSM Services and Customer extended the Custodial Contract beginning 07/01/2021 through 06/30/22 ("Extension Agreement"). . The Custodial Contract and Extension Agreement are collectively referred to as the "Contract".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Customer accepts and ratifies the renewal option extending the term of the Contract between CSM Services and Customer. The Renewal Term begins 07/01/2022 and ends 06/30/2024 ("Renewal Term").
2. The pricing for services rendered under the Agreement as described on Exhibit A.
3. The scope of services rendered under the Agreement as described on Exhibit B.
4. All other terms and conditions of the above-mentioned Custodial Contract remain in full force and effect.

Acceptance

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date. Signed and accepted by:

CSM Newco, LLC

Fruitport Community Schools

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

PO#: _____

Contract Renewal Agreement



[2000505]

Exhibit A – Renewal Agreement Pricing

Custodial Services Pricing - 22/23

Position	FTE Allocation				Pricing							
	MGR	1st Shift	2nd Shift	Total	Annual	per FTE	Reg/Hr	OT/Hr	Hzd/Hr	HzdOT/Hr	Holiday/Hr	
Manager				-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supervisor		1.00	1.00	2.00	\$ 123,200	\$ 61,600	\$ 30.00	\$ 45.00	\$ 32.00	\$ 48.00	\$ 60.00	
Team Lead			-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sr. Custodian		2.75	6.00	8.75	\$ 397,833	\$ 45,467	\$ 22.00	\$ 33.00	\$ 24.00	\$ 36.00	\$ 44.00	
Custodian			8.75	8.75	\$ 350,879	\$ 40,100	\$ 20.00	\$ 30.00	\$ 22.00	\$ 33.00	\$ 40.00	
Annual Totals	-	3.75	15.75	19.50	\$ 871,912	\$ 44,713						
Monthly Total					\$ 72,659							

Custodial Services Pricing - 23/24

Position	FTE Allocation				Pricing							
	MGR	1st Shift	2nd Shift	Total	Annual	per FTE	Reg/Hr	OT/Hr	Hzd/Hr	HzdOT/Hr	Holiday/Hr	
Manager				-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Supervisor		1.00	1.00	2.00	\$ 125,048	\$ 62,524	\$ 31.00	\$ 46.50	\$ 33.00	\$ 49.50	\$ 62.00	
Team Lead			-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sr. Custodian		2.75	6.00	8.75	\$ 403,801	\$ 46,149	\$ 23.00	\$ 34.50	\$ 25.00	\$ 37.50	\$ 46.00	
Custodian			8.75	8.75	\$ 356,142	\$ 40,702	\$ 20.00	\$ 30.00	\$ 22.00	\$ 33.00	\$ 40.00	
Annual Totals	-	3.75	15.75	19.50	\$ 884,991	\$ 45,384						
Monthly Total					\$ 73,749							

Contract Renewal Agreement



[2000505]

Exhibit B – Disinfection Scope

	Daytime			Evening			
Exterior Areas	3x/Day	Every 4 Hours	1x/Day	Daily	Weekly	Monthly	As Req
Exterior/Interior Doors at Entrances		CSM		CSM			
Playground		CSM					
	Daytime			Evening			
Kitchens, Cafeterias	3x/Day	Every 4 Hours	1x/Day	Daily	Weekly	Monthly	As Req
Soap Dispensers		CSM		CSM			
Paper Towel Dispensers		CSM		CSM			
Tables and Chairs		CSM		CSM			
Back of House - Sinks & Dish Area		FPS					
Back of House - Handles, Knobs, Sinks, Refrigerator		FPS					
Point of Sale		FPS					
Buffet Line		FPS					
Doors		CSM		CSM			
Trash and Recycling Containers						CSM	
Electrostatic Disinfecting					CSM		
	Daytime			Evening			
Classrooms, Offices, and Media Centers, Multi-purpose Rooms	3x/Day	Every 4 Hours	1x/Day	Daily	Weekly	Monthly	As Req
Student Desks		FPS		CSM			
Student Chairs		FPS		CSM	CSM		
Paper Towel Dispensers		FPS		CSM			
Sinks & Drinking Fountains		FPS		CSM			
Door Knobs/Handles		FPS		CSM			
Classroom Restrooms		FPS		CSM			
Pencil Sharpener		FPS		CSM			
Light Switches		FPS		CSM			
Drawer/Locker Handles and Knobs		FPS		CSM			
Computers and Tablets		FPS					
Instructor/Admin Staff Desks		FPS		CSM	CSM		
Instructor/Admin Staff Chairs		FPS		CSM	CSM		
Book Cases & Counter Tops		FPS		CSM			
Trash and Recycling Containers						CSM	
Soft Porous Furniture							CSM
Blinds/Curtain/Drape Handles		FPS		CSM	CSM		
Carpet & Rugs							CSM
Electrostatic Disinfecting					CSM		

Contract Renewal Agreement



[2000505]

	Daytime			Evening			
Common Areas, Hallways and Gymnasiums	3x/Day	Every 4 Hours	1x/Day	Daily	Weekly	Monthly	As Req
Sinks & Drinking Fountains		CSM		CSM			
Locker Handles		CSM			CSM		
Bleachers							CSM
Benches		CSM			CSM		
Soft Porous Furniture							CSM
Stair Railings		CSM		CSM			
Door Knobs/Handles		CSM		CSM			
Light Switches		CSM		CSM			
Elevator Buttons		CSM		CSM			
Trash and Recycling Containers						CSM	
Electrostatic Disinfecting					CSM		
	Daytime			Evening			
Special Events and Special Services	3x/Day	Every 4 Hours	1x/Day	Daily	Weekly	Monthly	As Req
Scope Defined for each Event							CSM
	Daytime			Evening			
Restrooms	3x/Day	Every 4 Hours	1x/Day	Daily	Weekly	Monthly	As Req
Sinks		CSM		CSM			
Counter Tops		CSM		CSM			
Door Knobs/Handles		CSM		CSM			
Light Switches				CSM			
Stall Knobs/Handles		CSM		CSM			
Toilets & Urinals		CSM		CSM			
Soap Dispensers		CSM		CSM			
Paper Towel Dispensers		CSM		CSM			
Trash and Recycling Containers						CSM	
Feminine hygiene dispensers and receptacles		CSM		CSM			
Electrostatic Disinfecting					CSM		

Contract Renewal Agreement



[2000505]

	Daytime			Evening			
Locker Rooms & Weight Rooms (Southwestern)	3x/Day	Every 4 Hours	1x/Day	Daily	Weekly	Monthly	As Req
Shower Handles		CSM		CSM			
Locker Handles		CSM			CSM		
Weight Room							
Sinks		CSM		CSM			
Counter Tops		CSM		CSM			
Door Knobs/Handles		CSM		CSM			
Light Switches		CSM		CSM			
Stall Knobs/Handles		CSM		CSM			
Toilets & Urinals		CSM		CSM			
Soap Dispensers		CSM		CSM			
Paper Towel Dispensers		CSM		CSM			
Trash and Recycling Containers						CSM	
Feminine hygiene dispensers and receptacles		CSM		CSM			
Electrostatic Disinfecting					CSM		
	Daytime			Evening			
Day Service	3x/Day	Every 4 Hours	1x/Day	Daily	Weekly	Monthly	As Req
Ad Hoc Disinfecting							CSM

Contract Renewal Agreement



[2000505]

Exhibit C – Custodial Scope

Exterior Areas	During School Year				Breaks		
	Daily	Weekly	Monthly	Upon Request/ As Needed	Winter Break	Spring Break	Summer Break
Pick up and dispose of debris within ten feet of the building	X						
Pick up and dispose of debris within thirty feet of entrances	X						
Playground trash removal							
Empty, remove trash, replace liner for all trash cans located within twenty-five (25) feet of the building	X						
Clean exterior windows on first floor				X		X	X
Clean exterior door windows at entrances	X						
Clean window exterior, above first floor							X
Snow removal second shift at all entrances up to road/parking lot or perpendicular sidewalk - Snow blowers shall be provided and maintained by the District				X			
Snow Plowing/Salting				X			
Lock entrances 30 minutes after school ends for the day	X						
Complete perimeter walk nightly at end of shift to ensure all areas remain secure							
Kitchens, Cafeterias, and Multi-purpose Rooms	During School Year				Breaks		
	Daily	Weekly	Monthly	Upon Request/ As Needed	Winter Break	Spring Break	Summer Break
Empty, remove trash, replace liner	X						
Sweep/Dust mop	X						
Completely mop floors with degreaser	X						
Check all soap dispensers and refill, if necessary	X						
Check all paper towel dispensers and refill, if necessary	X						
Wipe tables and chairs	X						
Straighten tables and chairs (fold and store)	X						
Set up furniture for breakfast program	X						
Set up furniture for art, music and/or band programs				X			
Kaivac kitchen floors at the middle school and high school			X				
Kaivac kitchen floor at the elementary building					X	X	X
Clean carpet stains			X	X			
Clean and sanitize carpet completely					X	X	X
Scrub and recoat wax tile – two (2) coats of approved finish					X	X	
Strip and coat wax tile – four (4) coats of approved finish							X
Wash window exteriors cafeterias							X
Wash window interiors cafeterias				X	X		X
Ceramic floors and grouting cleaned					X	X	X

Contract Renewal Agreement



[2000505]

Classrooms, Offices, and Media Centers	During School Year				Breaks		
	Daily	Weekly	Monthly	Upon Request/ As Needed	Winter Break	Spring Break	Summer Break
Empty, remove trash (including shredder receptacles), replace liner (if necessary)	X						
Pick up large debris and spot vacuum visible debris and high traffic areas	X						
Spot sweep/Dust mop	X						
Spot mop for spills	X						
Check all soap dispensers and refill, if necessary	X						
Check all paper towel dispensers and refill, if necessary	X						
Clean restrooms (See Restrooms/Locker rooms)	X						
Clean sinks, drinking fountains	X						
Remove graffiti	X						
Empty pencil sharpener	X						
Complete vacuum of ALL carpeted areas		X					
Clean desk tops, workstations (If desks/work surfaces are not encumbered by paper or projects)		X					
Dust sills, bookcases, counters, and blinds/drapery		X					
Clean chalkboards/Dry erase boards / Trays/ Smart Boards		X					
Wipe and sanitize chairs		X					
Complete Mop of tile		X					
Empty recycle containers		X					
Dry dust computer screens		X					
Clean carpet stains (If work request has been completed)				X			
Clean and sanitize carpet completely					X	X	X
Scrub and recoat wax tile – two (2) coats of approved finish					X	X	
Strip and coat wax tile – four (4) coats of approved finish							X
Wash window interiors				X	X		X
Wash walls, blinds, vacuum ceilings, remove paper clips, strings and wall putty							X
Wash all furniture							X
Wash light shields – inside and outside							X
Secure each room upon completion	X						
Unit ventilators cleaned							X
Ceramic floors and grouting cleaned					X	X	X

Contract Renewal Agreement



[2000505]

Common Areas, Hallways and Gymnasiums	During School Year				Breaks		
	Daily	Weekly	Monthly	Upon Request/ As Needed	Winter Break	Spring Break	Summer Break
Check perimeter at the end of shift / Lock all doors	X						
Empty, remove trash, replace liner	X						
Pick up large debris and spot vacuum visible debris and high traffic areas	X						
Sweep/Dust mop	X						
Vacuum carpet	X						
Vacuum entrance mats	X						
Spot mop for spills	X						
Complete mop or automatic	X						
Remove graffiti	X						
Run automatic in middle and high school gymnasiums, if no game	X						
Run automatic in middle and high school gyms before and after games				X			
Run automatic in elementary gymnasiums		2X					
Edge vacuum all carpet		X					
Extract mats in the winter		X		X			
Clean carpet stains		X		X			
Spot clean lockers				X			
Set up bleachers				X			
Change light bulbs to ten (10) feet high				X			
Set up, clean and lock after each event (Use includes Saturdays, year round)				X			
Scrub and recoat wax tile – two (2) coats of approved finish					X	X	
Strip and coat wax tile – four (4) coats of approved finish							X
Wash window interiors				X	X		X
Wash walls, blinds, vacuum ceilings, remove paper clips, strings and wall putty							X
Wash all furniture							X
Wash light shields – inside and outside							X
Secure each room upon completion	X						
All hard floors stripped and refinished							X
Ceramic floors and grouting cleaned					X	X	X

Contract Renewal Agreement



[2000505]

Special Events and Special Services	During School Year				Breaks		
	Daily	Weekly	Monthly	Upon Request/ As Needed	Winter Break	Spring Break	Summer Break
On site management account coordinator available 365 days a year, 24 hours a day for coordination and emergencies	X						
Supervision at middle school and high school events				X			
Set-up and tear down for sporting events				X			
Set-up and tear down for building rentals and activities				X			
Set-up and tear down for special events				X			
Must be available for on-site events for liaison, security and cleaning functions				X			
Open facility one hour prior to each event and secure when all event attendees have left the facility				X			
Set-up and tear down for after school functions				X			
Meetings with middle school and high school athletic department and/or building principal for issues and weekly schedule		X					
Meetings at all other sites for issues and schedule of events			2X				
Email communication for schools with professional follow-up	X						
Two-way communication (Walkie Talkies or equivalent) with English speaking staff member at all schools	X						
Log Book for faculty to write comments and concerns, all schools, staff able to respond in English professionally	X						
Second shift biohazard clean ups - Staff to be trained by Contractor				X			
All staff must have a criminal background check (fingerprinted through Michigan State Police - costs borne by Contractor) with no felony accepted and misdemeanors cleared by District. Records must be kept on file in the District's Central Office				X			
All staff must have an annual random drug test (costs borne by Contractor) with results kept on file in the District's Central Office				X			
Snow removal and salt application for events at all entrances up to road/parking lot – Snow blowers shall be provided and maintained by the District				X			

Contract Renewal Agreement



[2000505]

Restrooms and Locker Rooms	During School Year				Breaks		
	Daily	Weekly	Monthly	Upon Request/ As Needed	Winter Break	Spring Break	Summer Break
Restock toilet paper, paper towel, feminine products, soap, etc.	X						
Empty, remove trash, replace liner	X						
Clean and disinfect sinks and counters	X						
Clean and disinfect door knobs and light switches	X						
Clean mirrors and dispensers	X						
Clean and disinfect toilets and urinals	X						
Sweep and mop floors with disinfectant	X						
Clean splashes on walls and partitions	X						
Clean graffiti on all surfaces	X						
Clean and disinfect showers	X						
Kaivac locker rooms		X					
Kaivac restrooms		X					
Wipe down locker exteriors		X					
Wash walls and scrub floors				X	X	X	X
Wash all lockers (Inside and outside)							X
Ceramic floors and grouting cleaned					X	X	X
Day Service	During School Year				Breaks		
Day Service	Daily	Weekly	Monthly	Upon Request/ As Needed	Winter Break	Spring Break	Summer Break
Check perimeter – pick up and dispose of debris	X						
First shift biohazard clean-ups - must be biohazard trained				X			
Clean trash, floors and tables after breakfast and lunch	X						
Clean debris from hallways by 10:00 a.m. and after lunch	X						
Touch up all restrooms after 10:00 a.m. and after lunch	X						
Clean graffiti on walls	X						
Change light bulbs to ten (10) feet high				X			
Clean all equipment at high school weight room		X					
Clean all equipment with Quat base cleaner						X	
Clean bus garage							
Clean restrooms; Empty, remove trash and replace liner; Vacuum entrance mats		2X					
Strip and coat wax linoleum – four (4) coats of approved finish at bus garage							X
Two-way communication (Walkie Talkies or equivalent)	X						
Snow removal at all entrances up to road/parking lot or perpendicular sidewalk - Snow blowers shall be provided and maintained by the District				X			

BOARD ACTION REQUEST FORM

Meeting Date: August 15, 2022

To: Board of Education

Attachment # XI-3

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:
Pitney Bowes Lease Agreement - Mail Machine

Background Information:

Fruitport, along with many school districts, lease the mail machines. The current five-year lease is expiring this year. Pitney Bowes and the district discussed the lease and what type of machine/features are needed for the next five-year lease. The district determined that our current type of machine fills the need of Fruitport therefore, the recommendation for a new five-year lease is attached.

Financial Impact:

\$832.41 per quarter or \$3,329.64 per year.

Recommended Action:

To approve the lease agreement with Pitney Bowes that is included in the board packet.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin
 ___ Hazekamp ___ Kelly ___ Meeuwenberg



Mailing and Shipping

Postage Meters

SendPro®

SendPro P1000

Efficient automatic sending solution you can rely on.

The SendPro P1000 is designed to quickly process high volumes of mail and packages at high speeds with built-in technologies that optimize mailing, shipping, tracking and receiving workflow, all while saving significant time and money.





High-speed mail processing streamlines your sending workflow.

- Automatically process high-volume USPS® mail runs with variable thickness at speeds up to **180 letters per minute**.
- Select sending options from the **large, 10.2" color touchscreen display**. It's 30% bigger than our closest competitor's screen¹. Plus, you can upgrade to a 15" color touchscreen for increased visibility.
- Pre-program an **unlimited number of presets** to start processing in seconds.
- Print your **business logo, return address or promotional messages** on envelopes for a more professional look.
- **Minimize envelope jams with our proprietary Reverse Separation technology** that pulls the top mail pieces backward as the bottom pieces are fed forward with integrated sensors and rollers that adjust to different heights, up to 5/8" thick.



¹ Compared to Quaident's top of line comparative postage meters.



Advanced technology you can trust.

Gain full visibility and control over all your sending within one powerful digital system.

Shipping

- Easily print USPS IMpb trackable shipping labels from the optional shipping label printer or from the included online application, SendPro® Online. Use from any computer, even remote locations, for up to 50 users.
- Upgrade to a multi-carrier subscription to access to UPS® and FedEx® for more shipping options and greater savings.

Tracking

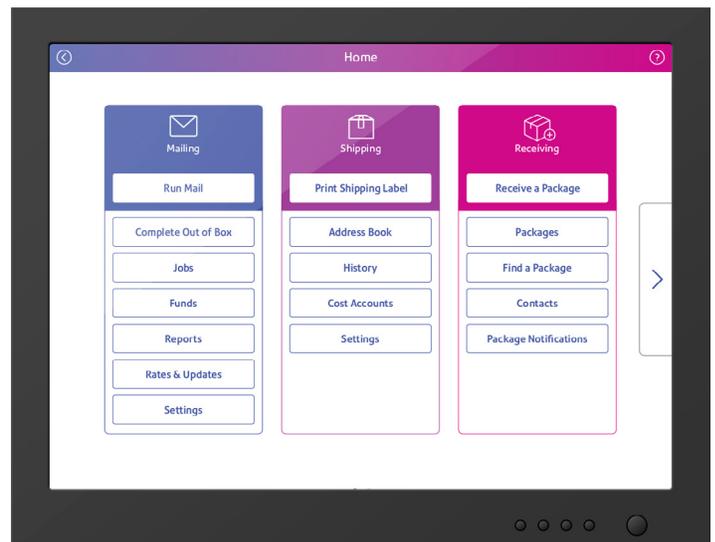
- Review mailing and shipping tracking to ensure your packages have arrived at their recipients' address on time, every time.

Receiving

- Accurately log all your incoming package information to have a detailed history of every delivery to your office.

Add these **optional peripherals** to enhance your sending experience:

- **Shipping label printer:** To print IMpb® trackable shipping labels onto an adhesive.
- **Digital scale:** To accurately weigh and calculate correct postage for mail and packages.
- **Barcode scanner:** To track and manage incoming mail and packages.





Maximize savings to reinvest where you need it most.

As business costs rise, it's even more critical to take advantage of savings every chance you get. The SendPro P1000 makes it easy to do.

USPS:

- Save up to 40.3%² USPS Priority Mail®
- Save up to 14.1%² off USPS Priority Mail Express®
- Automatically save 4¢ on every USPS First Class® letter postage.

Add the optional multi-carrier subscription to also ship with UPS® and FedEx®:

- Save up to 62%³ off UPS® 2nd Day Air® service
- Save up to 48%³ off UPS® Ground
- Plus, avoid common surcharges to save even more.

Compliance and optional Global Services.

The P1000 continues to meet all current USPS regulations. The SendPro P-Series is approved for use by the USPS through December 31, 2027.

Pitney Bowes Global Services offers a full array of end-to-end service, professional installation and optimization resources.

² Savings based on Priority Mail 10lbs, Zone 4 and Priority Mail Express, Priority Mail Express savings averaged across all weights and zones.

³ Rates are limited to shipping from the continental U.S. only. These rates and discounts exclude shipment origins from Hawaii, Puerto Rico, and Alaska. Rates and any applicable discounts are subject to change at any time without notice.

Specifications

Max mail processing speeds (letters per minute)	Standard: Up to 145 LPM; Optional upgrade: Up to 160 or 180 LPM.
Weigh-on-the-Way® (WOW®)	Not available
Envelope processing thickness	5/8" media size: 3 1/2" x 5" up to 10" x 14"
Envelope flap depth	Min 1", max 3 7/8"
Envelope sealing system	Pump-fed pad; closed flap feeding. Seal only mode.
Color touchscreen display	Standard: 10.2" (WSVGA); Optional: 15" detachable display (XGA).
Scale capacity	Optional: 5, 10, 15 lb small platform with stand. 15-30 lb tabletop platform. 70-149 lb shipping platform. Differential weighing.
Shipping carriers	Included: USPS; Optional upgrade: UPS and FedEx
Desktop shipping access	Optional: Integrated scale and printer attach to any computer with USB connection.
Receiving	Included: Inbound Package Management. Integrated software with reporting from base system. Optional upgrade: Scanning hardware, number of recipients, email notification capability.
Postage accounting	Optional: Up to 100, 500, 3000 max accounts for postal meter analytics.
Expanded analytics	Optional: INVIEW® Analytics (web-based), Business Manager, SendSuite® shipping solutions.
Package tape printing	Adhesive roll tape (for large envelopes and packages using non-discounted USPS Retail rates)
Dimensions	37.5"L x 22.5"D x 24"H (with basic apps display). Drop stacker adds 12" to L. Power stacker adds 31" to L. 15" display adds 2" to H.
Peripheral hardware options	Account barcode scanner, laser report printer, power stacker, portrait flats kit for a power stacker, wireless keyboard (for quick alpha-numeric entries).

*Get automatic ink replenishments at savings of 20% off the retail price when you enroll in the AutoInk program. For more information on AutoInk, visit us online at pbi.bz/autoink

United States

3001 Summer Street
Stamford, CT 06926-0700

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1	MW96000	Weighing Platform
1	MW97182	Wireless LAN Adaptor
1	PTJ1	SendPro Online-PitneyShip
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM1	SoftGuard for SendPro P1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 277.47	\$ 832.41

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; ADSP016-169897; 171180000000011
 State/Entity's Contract#

 Lessee Signature

 Print Name

 Title

 Date

 Email Address

 Pitney Bowes Signature

 Print Name

 Title

 Date

Sales Information

Cynthia Volpe

cynthia.volpe@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

BOARD ACTION REQUEST FORM

Meeting Date: August 15, 2022

To: Board of Education

Attachment # XI-4

From: Jason Kennedy

Subject to be Discussed and Policy Reference:

School Based Mental Health Agency Contracted Service Agreement: Arbor Circle

Background Information:

The District has contracted with Arbor Circle to provide a parent liaison, along with other services, as outlined in the terms of the Agreement. This is a renewal of the Agreement that was in place for the 2021-2022 academic year, and is recommended for approval by the Board to continue to Agreement.

Financial Impact:

\$94,377 split into monthly payments; ESSER III funds

Recommended Action:

To approve the renewal of the School Based Mental Health Agency Contracted Service Agreement with Arbor Circle, as discussed and provided in the Board packet.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin

___ Hazekamp ___ Kelly ___ Meeuwenberg

School Based Mental Health Agency Contracted Service Agreement

This agreement provides terms and conditions for a partnership between Arbor Circle and Fruitport Community Schools to ensure students thrive in their education setting and parents are best able to support their students.

Beginning Date of Agreement	August 16, 2022
Ending Date of Agreement	August 15, 2023
Estimated Annual Payment	\$94,377
Payment Terms	Payment of 1/12 of the contract will be billed on the 6 th of the month after the completion of each month.

Billing Payment Contacts

Fruitport Community Schools 3255 E. Pontaluna Road, Fruitport, MI 49415	Danielle Hunter or Leigh Moerdyke Arbor Circle 1115 Ball NE Grand Rapids, MI 49505 616-456-7775
--	---

Fruitport Community Schools is responsible for the following:

1. Provide confidential space for Arbor Circle staff to facilitate programming.
2. Providing building space for a minimum of 2 Nurturing Parenting Series for families in Fruitport and/or help identify appropriate, accessible community space.
3. Promote services with students, families, and school staff and help facilitate parent/guardian consent.
4. Make appropriate referrals to Arbor Circle staff.
5. Team/Coordinate with Arbor Circle Staff, no less than quarterly, to ensure the effectiveness of services and appropriate schedule.
6. Allow access to WiFi and office space with appropriate workstation.
7. Cover Arbor Circle staff under liability insurance carrier.
8. Provide timely payment.

Arbor Circle is responsible for the following:

1. Accept conditions noted above.
2. Be available during the following schedule:
 - a. Staff will be available at a minimum during the elementary school day with some evening and weekend hours to accommodate parental schedules.
 - b. Staff will partner with Fruitport Community Schools and Arbor Circle staff to schedule and provide parent education classes.
3. Provide the Nurturing Skills for Families home-based parent support model

- a. Arbor Circle staff will carry a caseload of up to 20 families at a time.
 - b. A minimum of 60 families will be served through individual parenting intervention.
 - c. A complete assessment will be completed with parents to develop a Family Nurturing Plan.
4. Coordinate and help facilitate 1 (one) Nurturing Parenting 10-week series and 1 (one) Nurturing Parents for Parents and Adolescents 14-week series.
 - a. A minimum of 24 group sessions serving 23 families will be provided throughout the course of this agreement.
5. Provide Vaping prevention education for youth and their parents as outlined in the attached Vaping Education proposal.
6. Provide support/development opportunities to school staff; including:
 - a. Training on Conscious Discipline
 - b. Providing ongoing training as appropriate
7. Document services in accordance with agency policy and school requirements.
8. Provide a referral form template and an invoice template.
9. Participate in school activities related to student well-being and as deemed appropriate by school staff.
10. Team/Coordinate with school staff, no less than quarterly, to ensure the effectiveness of services and appropriate schedule.
11. Provide a quarterly report on outcome deliverables based on the agreed-upon reporting tool.
12. Invite Fruitport families to participate in other parenting education opportunities available.
13. Provide other parenting workshops and presentations as appropriate.
14. Arbor Circle will provide for workman's compensation, professional liability coverage, as well as any other insurance and benefits.

Signatures:

Kristin Gietzen
Arbor Circle

Date

Jason Kennedy
Fruitport Community Schools

Date

BOARD ACTION REQUEST FORM

Meeting Date: August 15, 2022

To: Board of Education

Attachment # XI-5

From: Jason Kennedy

Subject to be Discussed and Policy Reference: MTSS American Institutes for Research Service Agreement

Background Information:

The District is recommending that we contract with the American Institutes for Research to provide MTSS support to our staff, as well as training. The District was not able to hire someone to fill this role after multiple attempts. This work is fully supported by Allison and Greg, and is a goal focus area of theirs. Additional information is provided in the service agreement.

Financial Impact:

\$114,728 in 2022-2023, \$115,904 in 2023-2024, and \$117,238 in 2024-2025 split into quarterly payments; ESSER III funds; Service may be discontinued with a 14-day written notice, per the Agreement.

Recommended Action:

To approve the Agreement with the American Institutes for Research to provide MTSS support to our staff, as well as training, as discussed and provided in the Board packet.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin
 ___ Hazekamp ___ Kelly ___ Meeuwenberg

PROFESSIONAL SERVICE AGREEMENT

Between

FRUITPORT COMMUNITY SCHOOLS

and

AMERICAN INSTITUTES FOR RESEARCH

AGREEMENT IS HEREBY MADE between **CLIENT** and **CONTRACTOR** set forth below according to the following terms, conditions and provisions:

1. **IDENTITY OF CLIENT:**

Name: Fruitport Community Schools
Address/City/State/Zip:
Contact Person:
Telephone Number:
Email Address:

2. **IDENTITY OF CONTRACTOR:**

Name: **American Institutes for Research**
Address/City/State/Zip: 1400 Crystal Drive, 10th Floor
Arlington, VA 22202-3289
Contact Person: Hugh Milligan, Senior Contracts Specialist
Telephone Number: 202-403-6562
Email Address: AIRproposals@air.org

3. **SERVICE TO BE PERFORMED.** CLIENT desires and CONTRACTOR agrees to perform services defined in the Statement of Work incorporated herein and made part of this Agreement as Attachment A. CONTRACTOR has been selected to participate in this Project at CLIENT's discretion.

4. **TERMS OF PAYMENT/FINANCIAL PROVISIONS.** This is a **Firm Fixed Price** Agreement for a total amount of **\$347,870** whereby CONTRACTOR will be paid by CLIENT for the procurement of services based on the payment schedule set forth in Attachment B.

Performance Period: August 1, 2022 through June 30, 2025

Payment terms will be net 30 days from date of invoice. In the event CLIENT does not remit payment to CONTRACTOR by the due date, CONTRACTOR reserves the right, in its sole discretion, to charge interest at the then current interest rate as published in the Wall Street Journal, and to suspend its work efforts until payment is received.

Invoices shall be submitted to:

Name:
Email address:

CONTRACTOR's preferred receipt of payment under this Agreement is CLIENT's direct electronic deposit to CONTRACTOR using EFT/ACH. CONTRACTOR's general accounting staff, at GeneralAccountingTeam@air.org, are responsible for receipt of CLIENT payments. Upon agreement execution, CONTRACTOR's general accounting staff will contact CLIENT to complete forms required for direct deposit payments by EFT/ACH and send them directly to the CLIENT's designated payments office via secure transmission.

If payment by electronic means is not possible, payments by check shall be mailed to CONTRACTOR's lockbox at the following address:

American Institutes for Research
PO Box 28126
New York, NY 10087-8126

5. **REIMBURSEMENT OF EXPENSES.** CLIENT shall not be liable for any additional expenses paid or incurred by CONTRACTOR in excess of amount in Section 4 of this Agreement unless otherwise agreed in writing.
6. **ADVERTISING.** CONTRACTOR agrees that the name of CLIENT, its trustees, officers, agents and employees will not be used for the purposes of advertising. CONTRACTOR and CLIENT will obtain written approval from each other prior to issuing any press release or other publicity in connection with this Agreement.
7. **NON-SOLICITATION.** Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain any employee of the other, performing hereunder, during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party. This paragraph shall not restrict in any way the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party.
8. **INDEMNIFICATION.** With regard to the Services performed by CONTRACTOR pursuant to the terms of this Agreement, CONTRACTOR shall not be liable to CLIENT for any acts or omissions in the performance of Services on the part of CONTRACTOR or on the part of its agents or employees, except when said acts or omissions of CONTRACTOR are due to willful misconduct or gross negligence, or are in breach of this Agreement. CLIENT shall hold CONTRACTOR free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the Services rendered to CLIENT pursuant to the terms of this Agreement or in any way connected with the rendering of Services, except when the same shall arise due to the willful misconduct or gross negligence of CONTRACTOR, or are in breach of this Agreement, and CONTRACTOR is adjudged to be guilty of willful misconduct or gross negligence, or in breach of this Agreement, by a court of competent jurisdiction. CONTRACTOR's liability shall be limited to the amount paid under this Agreement.
9. **NON-WAIVER.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
10. **DECLARATION BY CONTRACTOR.** CONTRACTOR declares that CONTRACTOR has complied with all Federal, State and Local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

11. **HOW NOTICES SHALL BE GIVEN.** All communications pertaining to contractual and/or administrative matters under this Agreement shall be delivered in writing, by delivery notice mail or email. Such communications shall be to the person(s) set forth in Sections 1 and 2 above.
12. **OWNERSHIP.** CLIENT agrees that CONTRACTOR is and will be the owner of any and all reports, evaluations, deliverables and other works of authorship that CONTRACTOR creates in connection with the Services under this Agreement and that all rights (copyrights) thereto shall be owned by CONTRACTOR. CONTRACTOR shall grant CLIENT a perpetual, irrevocable, non-transferable, non-exclusive license to use the work produced in conjunction with the services provided under this Agreement. Those works which CONTRACTOR licenses to CLIENT shall *not* include any works created by CONTRACTOR prior to and unrelated to the services performed under this Agreement. If CONTRACTOR creates derivative works for CLIENT based upon such prior or unrelated works, only the newly-created derivative work shall be licensed to CLIENT to the exclusion of prior or unrelated work from which the work done for CLIENT was derived. For pre-existing material, CONTRACTOR grants CLIENT a limited perpetual, irrevocable, non-transferable, non-exclusive license to the CLIENT for use and operation of the work produced under this Agreement.
13. **RIGHT TO PUBLICIZE.** CONTRACTOR is encouraged to publish and otherwise disclose the results of its work under this Agreement. CONTRACTOR will provide CLIENT with an advanced copy of any substantial communication that publicizes the work funded thereby. CLIENT reserves the right to review and approve the use of its name in the context of such communication. CONTRACTOR shall provide CLIENT with five business days or a mutually agreed upon period to complete its review of such communication. No response will be deemed CLIENT approval.
14. **CONFIDENTIALITY.** During and after the term of this Agreement, the CONTRACTOR will maintain information identified in writing by CLIENT as confidential and obtained under or in connection with this Agreement regarding CLIENT and will not divulge such information to any person (except to their own employees or subcontractors and then only to those employees or subcontractors who need to know same) without CLIENT's prior written consent, except as may be required by law, regulation or court order.

The obligations in the immediately preceding paragraph do not extend to information which was known to CONTRACTOR prior to CONTRACTOR's receipt of or access to that information under this Agreement, which was or becomes a matter of public information or publicly available through no act or failure on the part of CONTRACTOR, acquired from a third Party entitled to disclose the information without obligation of confidentiality or is developed independently and without use of CLIENT's confidential information.
15. **DATA SHARING.** Any information and/or data provided by the CLIENT and used by CONTRACTOR directly or indirectly in the performance of this Agreement shall remain at all times the property of the CLIENT. It shall be identified, clearly marked and recorded as such by CONTRACTOR on all media and in all documentation. CONTRACTOR shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the CLIENT's data and information. All personal data acquired by CONTRACTOR from the CLIENT shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the consent of the CLIENT.
16. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

17. **GOVERNING LAW.** This Agreement is governed by the laws of the District of Columbia.
18. **TERMINATION.** Either party may terminate this Agreement at any time by giving fourteen (14) days written notice to the other. In addition, either party may terminate this Agreement for cause. Reasonable cause shall include, among others: (1) material violation of this Agreement, and (2) any act exposing the other party to liability to others for personal injury or property damage. Such a termination will be effective five (5) days after delivery of a written notice to that effect. CONTRACTOR shall be entitled to bill CLIENT for, and CLIENT shall be obligated to pay for all allowable costs up to the time of termination, all costs associated with non-cancellable commitments to 3rd parties (but not yet incurred), and reasonable costs incurred after the termination notice date associated with project closeout.
19. **SEVERABILITY.** Each provision of this Agreement will be considered separable. If for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity will not impair the operation of or affect the remaining provision of this Agreement.
20. **FORCE MAJEURE.** Neither party will be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by acts of God or Government authorities, fire, natural disaster, epidemic, pandemic or any other cause beyond the control of such party provided that the party experiencing the difficulty provides prompt written notice to the other party and uses its best efforts to cure the delay.
21. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding of the parties supersedes any other prior agreements.
22. **AMENDMENTS.** This Agreement may be supplemented, amended or revised only in writing upon agreement by both parties.

SIGNATURE OF AUTHORIZED OFFICER:

FRUITPORT COMMUNITY SCHOOLS

 Name & Title of Authorized Officer

 Date

AMERICAN INSTITUTES FOR RESEARCH

 Joseph Wagner, Jr.
 Vice President, Contracts & Procurement

 Date

Attachment A
SCOPE OF WORK

AIR proposes a scope of work from August 1, 2022 through June 30, 2025 consisting of three tasks related to developing and implementing an effective MTSS framework. For Task 1, district capacity building, AIR staff will conduct a needs-sensing review culminating in the creation of an Implementation Guide as well as conduct ongoing project meetings with the district. For Task 2, training, AIR staff will build leadership capacity and knowledge by training district staff, school leaders, school MTSS facilitators, school MTSS teams, and staff. In Task 3, coaching, AIR staff will support district leaders and school teams to implement MTSS while supporting the district MTSS specialist and school MTSS facilitators using the Implementation Guide through communities of practice and coaching office hours.

A summary of the proposed three tasks is outlined in Exhibit 1. To ensure the work is of high quality and completed within the allotted budget and time frame, each task includes our validated approach to quality assurance and project management. Tasks and subtasks are named in the first column and described in the second column. Exhibit 2 provides the proposed timeline, and Exhibit 3 provides annual costs by task, including travel for on-site training and meetings. The final scope of work, staffing and costs will be agreed upon prior to contract development.

Exhibit 1. Tasks

Task 1. District capacity building	Description
1.1. Conduct annual project kickoff meeting	Half-day, annual, virtual kickoff meeting with key AIR staff and district team to do the following: <ul style="list-style-type: none"> • Confirm outcomes for the work, including the district’s vision, language, and support for MTSS. • Confirm scope of work, timelines, and deliverables. • Determine roles and responsibilities, including district-level teaming structures.
1.2. Project meetings	<ul style="list-style-type: none"> • Monthly, virtual 1-hour meetings between project manager, MTSS expert, and district contact to inform and discuss progress
1.3. MTSS needs assessment	A needs-sensing review that includes the following: <ul style="list-style-type: none"> • Interviews and/or review of data to ascertain the district’s current MTSS status (virtual) • Administration of the MTSS Fidelity of Implementation Rubric for schools completed and submitted electronically

Task 1. District capacity building	Description
	<p>following the district and school overview training</p> <ul style="list-style-type: none"> • Analysis of the results of the MTSS Fidelity of Implementation Rubric to inform district planning and monitor progress <p>Total of 40 staff hours</p>
1.4. District MTSS Implementation Guide	<p>Through virtual monthly 2-hour meetings in the first year (24 direct support hours in Year 1), AIR coaches will work with district staff to create an MTSS Implementation Guide aligned to the domains and indicators of the MTSS Fidelity of Implementation Rubric.</p> <p>In Years 2 and 3, AIR coaches will attend virtual quarterly meetings with district staff to review and revise the MTSS Implementation Guide. (8 direct support hours in Years 2 and 3)</p>
Task 2. Training	Description and outcomes
2.1. District and school trainings	<p>Quarterly, on-site training sessions to build knowledge and understanding of MTSS for district staff, school leaders, and school team members, and school staff. The exact topics will be determined in collaboration with the district team and based on the results of the needs assessment.</p> <p>Topics may include the following:</p> <ul style="list-style-type: none"> • Overview of MTSS and its components, including infrastructure needed for implementation (should be offered in fall and spring quarters [ongoing]) • Using the MTSS Fidelity of Implementation Rubric to take stock of current practices and plan for implementation • Effective teaming practices and building buy-in for school/staff • Universal screening and progress monitoring • Providing Tier 2 and Tier 3 supports • MTSS at secondary schools

Task 1. District capacity building	Description
	<ul style="list-style-type: none"> • Selection of evidence-based practices for instruction and intervention Total = 4 full-day trainings per year
2.2. Emerging needs training	Up to three virtual 1-hour sessions annually on emerging topics or needs identified by district (e.g., secondary MTSS, leveraging fiscal resources for MTSS)
Task 3. Coaching	Description
3.1. Coaching for each of the 5 school MTSS teams	Up to 12 hours of virtual direct team coaching per year for each of the 5 schools
3.2. Coaching office hours	Up to 6 hours annually of virtual open general office hours to respond to emerging questions or concerns regarding MTSS implementation

Timeline

Exhibit 2. Timeline of Proposed Annual Activities

<i>Note: These proposed tasks, activities, and timelines will be finalized in collaboration with school district representatives.</i>	Year 1 July 2022–June 2023				Year 2 July 2023–June 2024				Year 3 July 2024–June 2025			
	Jul.– Sep.	Oct.– Dec.	Jan.– Mar.	Apr.– Jun.	Jul.– Sep.	Oct.– Dec.	Jan.– Mar.	Apr.– Jun.	Jul.– Sep.	Oct.– Dec.	Jan.– Mar.	Apr.– Jun.
Task 1. District Capacity Building												
1.1. Annual project kickoff meeting	X				X				X			
1.2. Project meetings	X	X	X	X	X	X	X	X	X	X	X	X
1.3. Needs assessment	X	X										
1.4. Implementation Guide development	X	X	X	X	X	X	X	X	X	X	X	X
Task 2. Training												
2.1. District and school training	X	X	X	X	X	X	X	X	X	X	X	X
2.2. Emerging needs training		X	X	X		X	X	X		X	X	X
Task 3. Coaching												
3.1. Coaching for MTSS school teams		X	X	X	X	X	X	X	X	X	X	X
3.2. Coaching office hours		X	X	X	X	X	X	X	X	X	X	X

Attachment B
PAYMENT SCHEDULE

Payment shall be made in accordance with the following schedule:

Date	Amount
September 30, 2022	\$28,682.00
December 31, 2022	\$28,682.00
March 30, 2023	\$28,682.00
June 30, 2023	\$28,682.00
September 30, 2023	\$28,976.00
December 31, 2023	\$28,976.00
March 30, 2024	\$28,976.00
June 30, 2024	\$28,976.00
September 30, 2024	\$29,309.50
December 31, 2024	\$29,309.50
March 30, 2025	\$29,309.50
June 30, 2025	\$29,309.50
Total	\$347,870.00

BOARD ACTION REQUEST FORM

Meeting Date: August 15, 2022

To: Board of Education

Attachment # XI-6

From: Jason Kennedy

Subject to be Discussed and Policy Reference: Interagency Service Agreement with Hackley Community Care (HCC)

Background Information:

As a grantee of the MDHHS and MDE's Child & Adolescent Health Center (CAHC) program, Hackley Community Care (CCC) is able to provide medical, dental, and mental health services to students in our District. The Agreement must be updated to reflect the attached Parental Consent Policy and the attached Minor Consent Policy, as required by Michigan law. HCC provides E3 Model, School Based Health Service Programs at Edgewood Elementary and Fruitport Middle School.

Financial Impact:

The District provides space and use of our facilities to HCC to support the families in our District. HCC bills for services that they provide through Medicaid.

Recommended Action:

To approve the Interagency Agreement with Hackley Community Care to provide medical, dental, and mental health services to students in our District, as discussed and provided in the Board packet.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin
 ___ Hazekamp ___ Kelly ___ Meeuwenberg



HACKLEY COMMUNITY CARE
For Your Whole Life

July 7, 2022

Dear Mr. Kennedy,

Hackley Community Care (HCC) values the partnerships we hold with each of the school districts we serve throughout Muskegon County. We understand that without partners like you, we would not have been able to or continue to provide the much-needed school-based health services to youth like we have over the last 17 years. As grant funding allows and school readiness requirements are met, our participation as a grantee of the MDHHS and MDE's Child & Adolescent Health Center (CAHC) program, allow HCC to provide medical, dental, and mental health services to students in your school district (and others). Please note the attached Parental Consent Policy. This policy was written to cover all types of school-based programs. Some language is specific for medical and dental services which may or may not be part of your grant. One noted change that is now required to be part of our Interagency Agreement is Minor Consent for treatment. This allows a 14-year-old to receive 12 mental health sessions or 4 months of services. HCC is required to follow Michigan Law which includes minors who can legally consent to treatment. Historically this has been part of the treatment we provide but it is now included in our Interagency Agreements.

As a part of our continuous commitment to our partners and HCC mission, vision, values, we are taking time to update and renew our existing Interagency Agreement with each school partner to define the roles and responsibilities between the school district and HCC. Signatures of HCC's Chief Executive Officer (CEO) and your district Superintendent or designated School Administrator, **along with proof of approval from your school board (i.e., School Board meeting minutes)** are necessary to fulfill the minimum program requirements of the CAHC program and funding.

We ask that you take the time to review the enclosed Interagency Agreement between Fruitport Community Schools and Hackley Community Care and the policies it references. Once reviewed, please sign, and date and scan to:

Attn: Michael Weessies, Chief Executive Officer

Hackley Community Care

Email: Weessiem@hccc-health.org

Phone: 231-737-1335

If you have any questions or concerns related to this agreement, please contact Judy Pruijm, School Program Director at 231-733-6681 and she would be happy to assist you.

If you would like us to attend your School Board meeting in which this agreement is approved let us know. Please forward all supporting documentation (School Board agenda and minutes) when available.

Sincerely

Hackley Community Care

Enclosures



HACKLEY COMMUNITY CARE
For Your Whole Life

Hackley Community Care
2700 Baker Street
Muskegon, MI 49444

Interagency Agreement

This Interagency Agreement is between Fruitport Community Schools and Hackley Community Care (HCC) to operate **E3 Model, School Based Health Service Programs** at Edgewood Elementary and Fruitport Middle School.

Fruitport Community Schools agrees to:

- **Provide evidence (minutes, agenda) of the School Boards approval of the agreement signed by school administration.**
- Provide adequate, designated space at Edgewood Elementary and Fruitport Middle School that ensures optimal operational efficiencies and privacy. The school district will provide a 90-day notice to change designated HCC space and provide different location within the building to meet program requirements.
- Promote and support the success of school-based health services E3 models by distributing consents, information and health education to staff, parents, and students.
- Approve HCC Policy 20.03 Parental Consent for Treatment and HCC Policy 20.33 Minor Confidential Services.
- Allow student access to school-based health services including mental health services and linking students to medical and dental services during and after school hours and during the summer.
- Share student data and records with HCC School Based Health programs for the purposes of coordination of student/patient care.
- Participate in MiPhy, and/or other community needs assessment and screenings to determine the overall health needs of the student population and allow HCC access to the district specific data for program development.
- Ensure all portions of the Michigan School code and School State Aid Act as applicable, are followed by all partner agencies.
- Develop a plan in conjunction with HCC program staff to provide, data, training, professional development, and curriculum in areas relevant to meet the needs of both the school and HCC.
- Allow HCC access to computer network, some software programs, and telephone communication services for the purpose of doing business for the school-based health program including Power School (if applicable).
- Allow access to data closets and designated areas to coordinate remote connectivity of HCC School based health programs with permissions and backing of district Technology Director, HCC IT Director and other tech support entities needed to complete connectivity.

Hackley Community Care agrees to:

- Secure parental consent and/or minor consent to provide onsite mental health services at Edgewood Elementary and Fruitport Middle School for a predetermined number of hours each week in the amount of 40 hours per week during the school calendar year and reduced hours in the summer. Mobile services such as dental and/or limited medical services can be provided in the future as need of students and availability of such services allows.
- Uphold all applicable sections of the Michigan School Code, the School State Aid Act and district student

records policy.

- Use school level data collected through risk assessment tools including but not exclusive to: Rapid Assessment for Adolescent Preventative Services (RAAPS), depression screening, chronic disease data and patient satisfaction measures to provide, revise and enhance services within our school program.
- Render such services as staff, student, and parent health education; case analysis and management; assistance in obtaining access and scheduling for medical, dental and mental health services; identifying insurance providers; implementing health prevention strategies.
- Submit payment request (billing) for services rendered but will not deny student/patient access or services due to inability to pay.
- Not supplant current school social work and/or school counseling services but will instead seek to coordinate services to meet building and student(s) needs.
- Follow all FERPA and HIPAA rules for privacy and protection as prescribed by State Law including Minor Consent Laws and secure appropriate release forms to share protected health information (PHI).
- Will carry proper liability insurance coverage for HCC staff located in and working in the school building.
- Remove all equipment and supplies from school property within 90 days if asked to move to a new location or if funding to support the services provided within the school building were to end.
- HCC will have a plan to assist patients in transferring care which will include instructions on how to request and transfer medical, dental and mental health records (PHI). All electronic health records (PHI) will be retained by HCC.

Fruitport Community Schools and District Board of Education

Signature: _____

School Administrator: _____

Title: _____

Date: _____

Hackley Community Care

Signature: _____

Chief Executive Officer: _____

Date: _____

HACKLEY COMMUNITY CARE CENTER
Policies/Procedures

Category: SCHOOL PROGRAMS **Policy:** Parental Consent for Treatment

Desired Outcome: All School Programs require students to have parent/guardian consent on file. We will follow all Michigan law for confidential services, treatment and mandated reporting.

Procedure:

- I. A signed parental consent is required for all minors receiving services from any school-based program. The following exceptions are granted under Michigan Law:
 - A. Patients requesting testing, diagnosis and treatment for a Sexually Transmitted Disease / Infection (STD/STI).
 - B. HIV counseling and testing.
 - C. Prenatal and pregnancy related care.
 - D. Patients requesting outpatient substance abuse services.
 - E. Patients requesting family planning services including birth control counseling, abstinence and pregnancy tests.
 - F. Patients requesting confidential mental health services, counseling must be age 14 or older. Limited to 12 visits or 4 consecutive months.
 - G. Patients who are legally emancipated (with written proof), including anyone 18 or older, married, on active duty in the Armed Forces, by court order, or in the presence of a law officer, in which case the parents cannot be promptly located.
- II. For services granted to minors under Michigan Law, a Mature Minor Acknowledgement Form must be signed.
- III. If a patient presents with a life or limb-threatening emergency, 911 will be called and treatment would be immediately initiated at the discretion of the provider. Available staff will also attempt to contact the parent/guardian as soon as possible.
- IV. If a patient requests treatment for an acute condition and does not have a signed consent on file, treatment for that illness can be provided for **one** visit when the parent or guardian is contacted by phone and **verbal consent** is given and witnessed by health center staff person over the phone. Verbal consent must be recorded in the patient health record. A written consent will be sent to parent/guardian and will need to be on file before patient is seen again. A one-time verbal consent is valid once per calendar year.

Approved by: _____
Signature/Title _____ Date _____

Reviewed: _____ Ints: _____ Reviewed: _____ Ints: _____ Reviewed: _____ Ints: _____
Reviewed: _____ Ints: _____ Reviewed: _____ Ints: _____ Reviewed: _____ Ints: _____

- V. Parental consent for treatment can be revoked in writing by parent/guardian at any time and will be documented in the chart. This will not include confidential services.
- VI. Parental consent for treatment will cover those things listed in the Standing Orders see Policy 20.40 (Standing Orders for School RN).
- VII. All parental consent forms will remain part of the patient's permanent health record. The consent is valid for the length of time the student is enrolled in school or reaches the age of 18, whichever comes first. If a subsequent consent form is submitted it supersedes all prior consents.
- VIII. All efforts will be made to obtain consent signatures in the presence of the School Program staff. Consent forms with questionable signatures may be rejected at the discretion of the staff.
- IX. If parent/guardian denies consent for certain services, the clinical record must be prominently flagged.
- X. Parent or guardian is defined as:
 - A. Either natural or adoptive parent.
 - B. In case of divorce, the parent with legal custody, or the non-custodial parent if the other is unavailable. If there is no court order, either parent can consent.
 - C. Foster parents may give consent for their dependents, within the state foster parent guidelines, must produce a signed document from the natural parents, court, or caseworker.
 - D. Stepparents, grandparents, and other relatives may not give consent unless they can produce a document showing that they have legal guardianship or written authorization to do so by parent or guardian.
- XI. One parental consent form will be honored at all Hackley Community Care school sites.

HACKLEY COMMUNITY CARE CENTER
Policies/Procedures

Category: SCHOOL PROGRAMS Policy: Minor Confidential Services

Desired Outcome: To ensure that minors have access to confidential services as allowed by State and/or Federal law. Minor is defined as an adolescent under the age of 18.

Policy:

1. Consent from a parent or guardian for services offered by the health center is not required when the minor is emancipated through the court systems, married, or active military duty.
2. According to the Michigan Public Act 153, HCCC can provide services to a minor without a parent/guardian authorization for the services listed below:
 - Mental Health (must be 14 years or older and can only be seen 12 times or for four consecutive months in a calendar year)
 - Substance Abuse
 - Pregnancy and/or related services
 - Sexually Transmitted Infections
 - Family Planning
3. Information regarding limits to confidentiality are posted and available in the health center.
4. Minors accessing the health center for confidential services allowed under Michigan law will be educated and complete a Mature Minor Acknowledgement Form for Confidential Services.
5. Minors may request that above visits remain confidential.
 - a. Upon request, staff will ask minor if parent/guardian knows that they are seeking treatment for one of the above listed categories. If no:

Approved by: _____ Date _____
Signature/Title

Reviewed: _____ Ints: _____ Reviewed: _____ Ints: _____ Reviewed: _____ Ints: _____
Reviewed: _____ Ints: _____ Reviewed: _____ Ints: _____ Reviewed: _____ Ints: _____

- If requested during scheduling, HCC staff will use the “Confidential Office Visit” appointment type. Using this appointment type will suppress the Automatic iRemind call and avoid a reminder call.
 - In the EHR, staff will document “Confidential Visit” in the Reason for visit.
 - Minor will be asked if there is a specific phone number to use regarding communication. Minor will also be instructed that they should call the office medical staff regarding any test results.
- b. Minor will be informed that the confidential request does not apply to labs sent to outside agencies and/or referrals for tests or to specialty providers. All positive communicable disease results are provided to the Public Health Department as required by state law.
- c. Minor will be informed that other routine medical treatments or procedures other than those listed above will require parent/legal guardian consent.
- d. Minor confidential visit billing (see policy 4.09 for definition and applicable services).
- We will bill Medicaid, Medicaid HMO(s), and Medicaid HMP(s) for services. (No EOB goes to the parent). If Medicaid rejects the claim, it will be written off as a minor confidential visit.
 - Private insurance/uninsured are written off for school programs.
6. Situations involving minors should be consistent with community standards and based upon reasonable, sound, and informed medical judgment. Practitioners should consider all applicable statutes while respecting the rights and wishes of individual patients and families.



Personnel Committee
Monday, August 8, 2022
5:00 p.m.

MEETING MINUTES

Meeting Location:

Fruitport Community Schools Central Office
3255 E. Pontaluna Rd.
Fruitport, MI 49415

Attendance:

The meeting was called to order at 5:00 p.m. and Dave Hazekamp, Steve Kelly, JB Meeuwenberg, and Jason Kennedy were present.

1. **Board of Education / Thrun Law Firm Annual Policy Update** - The Committee discussed policies from the annual policy update that pertained to the Personnel Committee, and were provided a copy of the policy update summary from Thrun Law.
2. **Teacher Recommendations for Hire** - The Committee reviewed the hiring process for the following positions: Graduation advocate, elementary music teacher, and high school special education teacher. The recommendation for hiring these teaching candidates will be placed on the consent agenda for approval at the regular Board meeting.
3. **Physical Therapist Recommendation for Hire** - The Committee reviewed the hiring process for the physical therapy position that was posted. The recommendation for hire will be placed on the consent agenda for approval at the regular Board meeting.
4. **Occupational Therapist Recommendation for Hire** - The Committee reviewed the hiring process for the occupational therapy position that was posted. The recommendation for hire will be placed on the consent agenda for approval at the regular Board meeting.
5. **Other** - The Committee reviewed items from the other Board Committee meetings that will be discussed at the Regular Board Meeting on Monday, August 15, 2022.
6. Public Comment: None
7. Adjournment: The meeting was adjourned at 5:36 p.m.

Respectfully submitted by Jason Kennedy, Superintendent



Student Affairs Committee
Monday, August 8, 2022
5:30 p.m.

MEETING MINUTES

Meeting Location:

Fruitport Community Schools Central Office
3255 E. Pontaluna Rd.
Fruitport, MI 49415

Attendance:

The meeting was called to order at 5:41 p.m. with Tim Burgess, Susan Franklin, Dave Hazekamp, and Jason Kennedy present.

1. **Board of Education / Thrun Law Firm Annual Policy Update** - The Committee discussed policies from the annual policy update that pertained to the Student Affairs Committee, and were provided a copy of the policy update summary from Thrun Law.
2. **School Based Mental Health Agency Contracted Service Agreement: Arbor Circle** - The Committee discussed the renewal of the School Based Mental Health Agency Contracted Service Agreement with Arbor Circle to provide a parent liaison to the District. The Agreement will be recommended for approval by the Board.
3. **MTSS American Institutes for Research Service Agreement** - The Committee discussed the American Institutes for Research Service Agreement to provide MTSS services and support to the District. The Agreement will be recommended for approval by the Board.
4. **Hackley Community Care Agreement** - The Committee discussed an update on an updated agreement with Hackley Community Care for their services.
5. **Update on Student Discipline Hearings** - An update was provided to the Committee pertaining to the student discipline hearings that are scheduled before the Board on Monday, August 8, 2022.

6. **Student Handbook Update** - An update was provided to the Committee pertaining to student handbook updates and policy changes.
1. **Other** - The Committee reviewed items from the other Board Committee meetings that will be discussed at the Regular Board Meeting on Monday, August 15, 2022.
7. **Public Comment:** None
8. **Adjournment:** The meeting was adjourned at 6:17 p.m.

Respectfully submitted by Jason Kennedy, Superintendent

BOARD ACTION REQUEST FORM

Meeting Date: August 15, 2022

To: Board of Education

Attachment #XIII-2

From: Jason J. Kennedy

Subject to be Discussed and Policy Reference:

Approval of Muskegon County Virtual Academy Course Catalog.

Background Information: The Board approved virtual programming in grades 3-5 through the Muskegon County Virtual Academy (MCVA) at the June 2022 Board meeting. The District has now received a copy of the course catalog for this program from the MAISD. It is recommended that the Board approve the MCVA Course Catalog pursuant to requirements under Michigan's Pupil Accounting Manual.

Financial Impact:

MCVA costs approximately \$4500 per student. The full program is capped at 50 students (10 at the elementary and 40 at the secondary schools). All costs will be charged to ESSER III.

Recommended Action:

1. To approve the Muskegon County Virtual Academy Course Catalog for the 2022-2023 academic year.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin ___ Hazekamp
___ Kelly ___ Meeuwenberg

Course Name	Course Code	Course Description	Subject	Core / Elective Class	Credits	Grade Level	New for 22/23
ART010 SUMMIT FINE ART		This course combines art history, appreciation, and analysis, while engaging students in hands-on creative projects. Lessons introduce major periods and movements in art history while focusing on masterworks and the intellectual, technical, and creative processes behind those works. Studio lessons provide opportunities for drawing, painting, sculpting, and other creative endeavors.	Art	Elective	1	9-12	
ART020 SUMMIT MUSIC APPRECIATION		This course introduces students to the history, theory, and genres of music. The first semester covers basic music theory concepts as well as early musical forms, classical music, patriotic and nationalistic music, and twentieth-century music. The second semester presents modern traditions, including American jazz, gospel, folk, soul, blues, Latin rhythms, rock and roll, and hip hop. The course explores the history of music, from the surviving examples of rudimentary musical forms through to contemporary pieces from around the world. To comply with certain state standards for the arts, a student "performance practicum" is required for full credit each semester. The performance practicum requirement can be met through participation in supervised instrumental or vocal lessons, church or community choirs, community musical performances, or any other structured program that meets at regular intervals and provides opportunities for students to build vocal and/or instrumental skills. Parents or guardians will be required to present their student's proposed practicum to the student's teacher for approval, and validate their student's regular participation in the chosen performance practicum.	Art	Elective	1	9-12	New for 22/23
ART030 ART IN WORLD CULTURES		Students learn about some of the greatest artists while also creating art of their own, including digital art. The course explores the basic principles and elements of art, how to critique art, and how to examine some of the traditional art of the Americas, Africa, and Oceania in addition to the development of Western art.	Art	Elective	0.5	9-12	
ART040 SUMMIT ART APPRECIATION		This one-semester course will introduce learners to the various forms of the visual arts, such as painting, sculpture, film, and more. Students will learn how to look at a work of art, identify and compare key characteristics in artworks, and understand the role art has played throughout history. Through hands-on activities, virtual museum tours, discussion, and research, learners will develop an overall appreciation for the art they encounter in their daily lives.	Art	Elective	0.5	9-12	
BUS030 SUMMIT PERSONAL FINANCE		In this introductory finance course, students learn basic principles of economics and best practices for managing their own finances. Students learn core skills in creating budgets, developing long-term financial plans to meet their goals, and making responsible choices about income and expenses. They gain a deeper understanding of capitalism and other systems so they can better understand their role in the economy of society. Students are inspired by experiences of finance professionals and stories of everyday people and the choices they make to manage their money.	Career Readiness	Elective	0.5	9-12	New for 22/23
BUS032 SUMMIT INTRODUCTORY FINANCE		Understanding financial management concepts is an important life skill. From credit to insurance to taxes, it is imperative that students understand the consequences of their choices. Wisely managing their money, students become citizens that are more responsible. A thorough understanding of financial concepts, with practical application through activities and projects, will enable students to leave this course with applicable, useful skills for life. This course surveys the basic personal financial needs of most individuals and emphasizes the basics of budgeting, saving, checking, investments, credit, the wise use of insurance, and paying and preparing income tax returns. After high school, students face a world filled with possibilities, and the more knowledge they can acquire, the higher the probability that their financial future will be secure. Students taking this course will learn to better prepare for their financial futures.	Business	Elective	0.5	9-12	New for 22/23
BUS036D Personal Finance CR		In this introductory finance course, students learn basic principles of economics and best practices for managing their own finances. Students learn core skills in creating budgets, developing long-term financial plans to meet their goals, and making responsible choices about income and expenses. They gain a deeper understanding of capitalism and other systems so they can better understand their role in the economy of society. Students are inspired by experiences of finance professionals and stories of everyday people and the choices they make to manage their money.	Career Readiness	Elective	0.5	9-12	New for 22/23
BUS065 MARKETING 1		Students find out what it takes to market a product or service in today's fast-paced business environment. They learn the fundamentals of marketing using real-world business examples. They learn about buyer behavior, marketing research principles, demand analysis, distribution, financing, pricing, and product management.	Business	Elective	0.5	9-12	
BUS075 MARKETING 2		Students build on the skills and concepts learned in Marketing 1 to develop a basic understanding of marketing principles and techniques. The course encourages students to think like an entrepreneur and begin preparing for a career in business and marketing. By the end of the course, students will understand what it takes to start a small business venture.	Business	Elective	0.5	9-12	
BUS113 ACCOUNTING 1		This is the first semester of a two semester course. The course teaches accounting while placing emphasis on conceptual understanding and financial statement analysis to encourage students to apply accounting concepts to real-world situations and make informed business decisions. Topics include transactions and methods of accounting for both service and merchandising businesses. Accounting 1 prepares students for the NOCTI Accounting-Basic credential.	Business	Elective	0.5	9-12	New for 22/23
BUS114 ACCOUNTING 2		This is the second semester of a two semester course. The course continues to teach accounting while placing emphasis on conceptual understanding and financial statement analysis to encourage students to apply accounting concepts to real-world situations and make informed business decisions. Topics include transactions and methods of accounting for both service and merchandising businesses. Accounting 2 prepares students for the NOCTI Accounting-Advanced credential.	Business	Elective	0.5	9-12	New for 22/23
CAR019 HEALTHCARE EXPLORATIONS		This course is designed as an exploration of the healthcare career pathways. Students will get an introduction to healthcare careers so that they can better assess which pathway to pursue. In this course students explore basic concepts in the broad areas of healthcare, as well as career options in each area. Students study the concepts of disease prevention, personal health management, and social work, in addition to other common health related functions. Students complete projects to develop a deeper understanding of the roles these healthcare functions play.	Career Readiness	Elective	0.5	9-12	New for 22/23
CAR060 Introduction to Military Careers		Do you really understand how the military works or what it can do for you? The military offers far more career diversity than most people imagine. You will learn about the five military branches – Air Force, Army, Coast Guard, Marines Corps, and Navy – and examine which jobs you might like to pursue. From aviation to medicine, to law enforcement, the military can be an outstanding place to achieve your dreams in a supportive and well-structured environment.	Career Readiness	Elective	0.5	9-12	New for 22/23
CAR100 Summit Career Planning		Students use an informative interactive process to explore career and life options in this one-semester elective. They begin with a thorough examination of their own interests, aptitudes, achievements, and personality styles. Instructional material then helps them match job market information, interview techniques, training requirements, and educational paths to potential careers that suit their strengths and personal priorities. Successfully completing this course gives students the ability to identify and describe their personal interests, aptitudes, and lifestyle goals; locate and evaluate information about different careers; identify the skills and knowledge needed for careers of interest and how to obtain them; and create an entrepreneurial business plan.	Career Readiness	Elective	0.5	9-12	New for 22/23

Course Name	Course Code	Course Description	Subject	Core / Elective Class	Credits	Grade Level	New for 22/23
ENG JOURNALISM		Students are introduced to the historical importance of journalism in America. They study the basic principles of print and online journalism as they examine the role of printed news media in our society. They learn investigative skills, responsible reporting, and journalistic writing techniques as they read, respond to, and write their own news and feature articles. Students conduct interviews, research, write, and design their own publications.	ELA	Elective	0.5	9-12	
ENG SUMMIT CREATIVE WRITING		In this course, students explore a range of creative writing genres, including fiction, poetry, creative nonfiction, drama, and multimedia writing. They study examples of classic and contemporary selections, apply what they learn to their own writing, and develop proficiency in the writing process. They learn to evaluate the writings of others and apply evaluation criteria to their own work. By the end of the course, students will have created a well-developed portfolio of finished written works.	ELA	Elective	1	9-12	
ENG001D English Foundations I		Students build and reinforce foundational reading, writing, and basic academic skills typically found in third through fifth grade for which they have not achieved mastery. Through carefully paced, guided instruction and graduated reading levels, students improve reading comprehension and strategies, focusing on literacy development at the critical stage between decoding and making meaning from text. Instruction and practice in writing skills help students develop their composition skills in a variety of formats. If needed, students can continue their remediation of reading and writing skills with English Foundations II.	ELA	Elective	1	9-12	New for 22/23
ENG011 English Foundations II		Students build and reinforce foundational reading, writing, and basic academic skills needed for success in high school. Struggling readers develop mastery in reading comprehension, vocabulary building, study skills, and media literacy. Students build confidence in writing fundamentals by focusing on composition in a variety of formats, grammar, style, and media literacy.	ELA	Elective	1	9-12	New for 22/23
ENG020 SUMMIT PUBLIC SPEAKING		Students are introduced to public speaking as an important component of their academic, work, and social lives. They study public speaking occasions and develop skills as fair and critical listeners, or consumers, of spoken information and persuasion. Students study types of speeches (informative, persuasive, dramatic, and special occasion), read and listen to models of speeches, and prepare and present their own speeches to diverse audiences. Students learn to choose speaking topics and adapt them for specific audiences, to research and support their ideas, and to benefit from listener feedback. They study how to incorporate well-designed visual and multimedia aids in presentations and how to maintain a credible presence in the digital world. Students also learn about the ethics of public speaking and about techniques for managing communication anxiety.	ELA	Elective	0.5	9-12	
ENG06E3 SUMMIT LANGUAGE ARTS 6		This course equips students with the essential language arts skills needed throughout their academic careers. Students read and analyze a variety of informational and fictional texts. Instruction and reading strategies accompany reading selections to help engage students in the text and sharpen their comprehension. Students express their ideas and knowledge using standard (formal) English in written and oral assignments. Writing expressive, analytical, and procedural compositions helps students develop communication skills necessary in today's world. Vocabulary is taught explicitly and through an array of vocabulary acquisition strategies that give students the tools to independently increase their vocabulary. Students study grammar, usage, and mechanics; and practice sentence analysis, sentence structure, and proper punctuation. The course includes discussion activities that engage students in the curriculum while creating a sense of community.	ELA	Core	1	6	
ENG07E3 SUMMIT LANGUAGE ARTS 7		This course continues the development of comprehension and analysis of informational and fictional texts with an ongoing emphasis on reading strategies. Students express themselves using standard (formal) English in written and oral presentations. Analyzing and practicing the form and structure of various genres of writing enhances students' communication skills. Students study a variety of media to understand informational and persuasive techniques, explicit and implied messages, and how visual and auditory cues affect messages. Grammar, usage, and mechanics skills are deepened. Students continue to widen their vocabulary and apply acquisition strategies. The course includes discussion activities that engage students in the curriculum while creating a sense of community.	ELA	Core	1	7	
ENG08E3 SUMMIT LANGUAGE ARTS 8		Throughout this course, students engage in literary analysis and close reading of short stories, poetry, drama, novels, and informational texts. The course focuses on interpretation of literary works, analysis of informational texts, and the development of oral and written communication skills in standard (formal) English. Students read "between the lines" to interpret literature and go beyond the text to discover how the culture in which a work of literature was created contributes to the theme and ideas it conveys. Analysis of the structure and elements of informational texts and media helps students develop the skills needed for academic success and navigating the world. Students continue to acquire knowledge and skills in grammar, usage, mechanics, and vocabulary. Implementing reading strategies, self-monitoring progress and reflecting on successes and challenges help students become metacognitive learners. The course includes discussion activities that engage students in the curriculum while creating a sense of community.	ELA	Core	1	8	
ENG106 English 9 CR		This course is also offered as a materials free version (Digital). The English 9 Credit Recovery course is a flexible online course designed for students who need to retake the course, catch up to classmates, or earn the credits necessary to graduate on-time. The course includes engaging and interactive instruction about reading, writing, speaking and listening, and language, with a focus on exploring a wide variety of genres and their elements. Students learn how to carefully read, interpret, and analyze literature and nonfiction works of cultural or historical significance appropriate to Grade 9. Examples of works studied include "The Black Cat," "Ain't I a Woman?" "Nothing Gold Can Stay," and the novel The Alchemist. Students also learn about the formal writing process as they write a literary analysis essay.	ELA	Credit Recovery	1	9	New for 22/23
ENG108E2 SUMMIT ENGLISH 9		This Summit English 9 course includes engaging and interactive instruction about reading, writing, speaking and listening, and language, with a focus on exploring a wide variety of genres and their elements. Students learn how to carefully read, interpret, and analyze literature and nonfiction works of cultural or historical significance appropriate to grade 9. Throughout the course, students practice narrative, informational, and argument writing. Students also develop and deliver presentations and participate in discussions with their peers.	ELA	Core	1	9	
ENG206 English 10 CR		This course is also offered as a materials free version (Digital).The English 10 Credit Recovery course is a flexible online course designed for students who need to retake the course, catch up to classmates, or earn the credits necessary to graduate on-time. The course includes engaging and interactive instruction about reading, writing, speaking and listening, and language, with a focus on exploring a wide variety of genres and their elements. Students learn how to carefully read, interpret, and analyze literature and nonfiction works of cultural or historical significance appropriate to Grade 10. Examples of works studied include "The Pit and the Pendulum," poems by Lord Byron and Ezra Pound, Nixon's resignation speech, and the memoir Night. Students also learn about the formal writing process as they write a literary analysis essay.	ELA	Credit Recovery	1	10	New for 22/23

Course Name	Course Code	Course Description	Subject	Core / Elective Class	Credits	Grade Level	New for 22/23
ENG208E2 SUMMIT ENGLISH 10		The Summit English 10 course includes engaging and interactive instruction about reading, writing, speaking and listening, and language, with a focus on exploring a wide variety of genres and their elements. Students learn how to carefully read, interpret, and analyze literature and nonfiction works of cultural or historical significance appropriate to grade 10. Throughout the course, students practice narrative, informational, and argument writing. Students also develop and deliver presentations and participate in discussions with their peers.	ELA	Core	1	10	
ENG303E3 SUMMIT AMERICAN LITERATURE		In this course, students read and analyze works of American literature from colonial to contemporary times, including poetry, short stories, novels, drama, and nonfiction. These works provide opportunities for text analysis, critical writing, creative projects, and online discussions. Students develop vocabulary skills and refresh their knowledge of grammar, usage, and mechanics in preparation for standardized tests.	ELA	Core	1	11	
ENG306 AMERICAN LITERATURE CR		This course is also offered as a materials free version (Digital). In this course, students read and analyze works of American literature from colonial to contemporary times, including poetry, short stories, novels, drama, and nonfiction. The literary works provide opportunities for critical writing. Students develop vocabulary skills and refresh their knowledge of grammar, usage, and mechanics in preparation for standardized tests. Diagnostic tests assess students' current knowledge and generate individualized study plans, so students can focus on topics that need review.	ELA	Credit Recovery	1	11	New for 22/23
ENG403 SUMMIT BRITISH AND WORLD LITERATURE		Students read selections from British and world literature in a loosely organized chronological framework. They analyze the themes, styles, and structures of these texts and make thematic connections among diverse authors, periods, and settings. Students complete guided and independent writing assignments that refine their analytical skills. They have opportunities for creative expression in projects of their choice. Students also practice test-taking skills for standardized assessments in critical reading and writing.	ELA	Core	1	12	
ENG406 BRITISH AND WORLD LITERATURE CR		This course is also offered as a materials free version (Digital). Students read selections from British and world literature in a loosely organized chronological framework. They analyze the themes, styles, and structures of these texts, and make thematic connections among diverse authors, periods, and settings. Students complete guided and independent writing assignments that refine their analytical skills. Students also practice test-taking skills for standardized assessments in critical reading and writing. Diagnostic tests assess students' current knowledge and generate individualized study plans, so students can focus on topics that need review.	ELA	Credit Recovery	1	12	New for 22/23
HS English Language Arts Skills Recovery I		The High School English Language Arts Skills Recovery I course is a flexible online course designed for grade 9 and 10 students who would benefit from remediation of general skills or strengthen skills in specific areas. The course includes engaging and interactive instruction about reading, writing, speaking and listening, and language, with a focus on exploring a variety of genres and their elements. Students learn how to carefully read, interpret, and analyze literature and nonfiction works of cultural or historical significance appropriate to grades 9-10. Examples of works studied include "Harrison Bergeron," poems by Sara Teasdale and Stephen Crane, F.D. Roosevelt's "Four Freedoms" speech, and the memoir Night. Students also learn about the formal writing process as they write various genres of essays.	ELA	Skills Recovery	1	9-12	New for 22/23
HS English Language Arts Skills Recovery II		The High School English Language Arts Skills Recovery II course is a flexible online course designed for grade 11 and 12 students who would benefit from remediation of general skills or strengthening skills in specific areas. The course includes engaging and interactive instruction about reading, writing, speaking and listening, and language, with a focus on exploring a variety of genres and their elements. Students learn how to carefully read, interpret, and analyze literature and nonfiction works of cultural or historical significance appropriate to grades 11-12. Examples of works studied include "Two Kinds" by Amy Tan, poems by Walt Whitman and Langston Hughes, writings by Thomas Paine, and an excerpt from the memoir Black Boy. Students also learn about the formal writing process as they write various genres of essays.	ELA	Skills Recovery	1	9-12	New for 22/23
HST010 ANTHROPOLOGY		Anthropologists research the characteristics and origins of the cultural, social, and physical development of humans and consider why some cultures change and others come to an end. In this course, students are introduced to the five main branches of anthropology: physical, cultural, linguistic, social, and archeological. Through instruction and their own investigation and analysis, students explore these topics, considering their relationship to other social sciences such as history, geography, sociology, economics, political science, and psychology. Emulating professional anthropologists, students apply their knowledge and observational skills to the real-life study of cultures in the United States and around the world. The content in this course meets or exceeds the standards of the National Council for the Social Studies (NCSS).	Social Studies	Elective	0.5	9-12	New for 22/23
HST020 PSYCHOLOGY		In this one-semester course, students investigate why human beings think and act the way they do. This is an introductory course that broadly covers several areas of psychology. Instructional material presents theories and current research for students to critically evaluate and understand. Each unit introduces terminology, theories, and research that are critical to the understanding of psychology and includes tutorials and interactive exercises. Students learn how to define and use key psychology terms and how to apply psychological principles to their own lives. Unit topics include: Methods of Study, Biological Basis for Behavior, Learning and Memory, Development and Individual Differences, and Psychological Disorders.	Social Studies	Elective	0.5	9-12	
HST030 SUMMIT ECONOMICS		Students are introduced to the basics of economic principles, and they will learn the importance of understanding different economic systems. They will also investigate how to think like an economist. Students will explore different economic systems, including the American free enterprise system, and they will analyze and interpret data to understand the laws of supply and demand. Students will also be presented with economic applications in today's world. From economics in the world of business, money, banking, and finance, students will see how economics is applied both domestically and globally. Students will also study how the government is involved in establishing economic stability in the American free enterprise system as well as the how the U.S. economy has a global impact.	Social Studies	Core	0.5	10	
HST040 SUMMIT CIVICS		Civics is the study of citizenship and government. This one-semester course provides students with a basic understanding of civic life, politics, and government, and a short history of government's foundation and development in this country. Students learn how power and responsibility are shared and limited by government, the impact American politics has on world affairs, the place of law in the American constitutional system, and which rights the American government guarantees its citizens. Students also examine how the world is organized politically and how civic participation in the American political system compares to that in other societies around the world today.	Social Studies	Core	0.5	10	

Course Name	Course Code	Course Description	Subject	Core / Elective Class	Credits	Grade Level	New for 22/23
HST05 SUMMIT AMERICAN HISTORY BEFORE 1865		The first half of a detailed two-year survey of the history of the United States, this course takes students from the arrival of the first people in North America through the Civil War and Reconstruction. Lessons integrate topics in geography, civics, and economics. Building on the award-winning series A History of US, the course guides students through critical episodes in the story of America. Students investigate Native American civilizations; follow the path of European exploration and colonization; assess the causes and consequences of the American Revolution; examine the Constitution and the growth of the new nation; and analyze what led to the Civil War and its aftermath.	Social Studies	Core	1	8	
HST060 SOCIOLOGY I		The world is becoming more complex. How do your beliefs, values, and behavior affect the people around you and the world in which you live? Students examine social problems in the increasingly connected world, and learn how human relationships can strongly influence and impact their lives. Exciting online video journeys to an array of areas in the sociological world are an important component of this relevant and engaging course.	Social Studies	Core	0.5	12	
HST061 SOCIOLOGY II		Sociology is the study of people, social life, and society. By developing a “sociological imagination,” students examine how society itself shapes human action and beliefs – and how in turn these factors reshape society itself. Fascinating online video journeys inform students and motivate them to seek more knowledge on their own.	Social Studies	Elective	0.5	9-12	New for 22/23
HST07 SUMMIT WORLD HISTORY I		K12 Summit World History I surveys the story of the human past from the period before written records, prehistory, through the fourteenth century. The course is organized chronologically and, within broad eras, regionally. The course focus is the story of the human past and change over time, including the development of religion, philosophy, the arts, and science and technology. Geography concepts and skills are introduced as they appear in the context of the historical narrative. Students explore what archaeologists and historians have learned about the earliest hunter-gatherers and farmers, and then move to a study of the four river valley civilizations. After a brief writing unit, they study the origins of Confucianism, Hinduism, Buddhism, and Judaism and the eras in which they developed. The second half of the course traces the story of classical Greece and Rome, the Byzantine Empire, the origins of Christianity and Islam, and then continues through the fourteenth century in Europe, North Africa, and East Asia. Historical thinking skills are a key component of Intermediate World History. Students practice document and art analysis, conduct research, and write in a variety of formats. They also practice map reading skills and look at how historians draw conclusions about the past as well as what those conclusions are.	Social Studies	Core	1	7	
HST103 SUMMIT WORLD HISTORY		In this comprehensive survey of world history from prehistoric to modern times, students focus in-depth on the developments and events that have shaped civilization across time. The course is organized chronologically and, within broad eras, regionally. Lessons address developments in religion, philosophy, the arts, science and technology, and political history. The course also introduces geography concepts and skills within the context of the historical narrative. Online lessons and assessments complement World History: Our Human Story, a textbook written and published by K12. Students are challenged to consider topics in-depth as they analyze primary sources and maps, create timelines, and complete other projects – practicing historical thinking and writing skills as they explore the broad themes and big ideas of human history.	Social Studies	Core	1	11	
HST106E2 WORLD HISTORY CR		This course is also offered as a materials free version (Digital). In this survey of world history from prehistoric to modern times, students focus on the key developments and events that have shaped civilization across time. The course is organized chronologically and, within broad eras, regionally. Lessons address developments in religion, philosophy, the arts, science and technology, and political history. The course also introduces geography concepts and skills within the context of the historical narrative. Online lessons and assessments complement World History: Our Human Story, a textbook written and published by K12. Students analyze primary sources and maps, create timelines, and complete other projects – practicing historical thinking and writing skills as they explore the broad themes and big ideas of human history. Diagnostic tests assess students’ current knowledge and generate individualized study plans, so students can focus on topics that need review.	Social Studies	Credit Recovery	1	11	New for 22/23
HST203E3 Modern World Studies		In this comprehensive course, students follow the history of the world from approximately 1870 to the present. They begin with a study of events leading up to 1914, including the Second Industrial Revolution and the imperialism that accompanied it. Their focus then shifts to the contemporary era, including two world wars, the Great Depression, and global Cold War tensions. Students examine both the problems and accomplishments of the twentieth century, with a focus on political and social history. Students also explore topics in physical and human geography and investigate issues of concern in the contemporary world from multiple perspectives. Online lessons help students organize their studies, explore topics, review in preparation for assessments, and practice sophisticated skills of historical thinking and analysis. Activities include analyzing primary sources and maps, connecting past historical events to current events, and completing projects.	Social Studies	Elective	1	9-12	New for 22/23
HST213 SUMMIT GEOGRAPHY AND WORLD CULTURE		This course examines a broad range of geographical perspectives covering all of the major regions of the world. Students clearly see the similarities and differences among the regions as they explore the locations and physical characteristics, including absolute and relative location, climate, and significant geographical features. They look at each region from cultural, economic, and political perspectives, and closely examine the human impact on each region. Students take diagnostic tests that assess their current knowledge and generate individualized study plans, so students can focus on topics that need review. Audio readings and vocabulary lists in English and Spanish support reading comprehension.	Social Studies	Elective	1	9-12	
HST222 SUMMIT CONTEMPORARY WORLD ISSUES		In this course, students will compare the geography, governments, economies, and cultures of the world. Emphasis will be placed on learning about the civics, politics, economics, structures, processes and policies of the United States and then comparing them with those of the international community. Students will use what they know and learn about the United States and the world to analyze current events and contemporary issues. Reasoning and research skills will be applied to the content throughout the course.	Social Studies	Elective	1	9-12	
HST222DE3 CONTEMPORARY WORLD ISSUES		In this course, students will compare the geography, governments, economies, and cultures of the world. Emphasis will be placed on learning about the civics, politics, economics, structures, processes and policies of the United States and then comparing them with those of the international community. Students will use what they know and learn about the United States and the world to analyze current events and contemporary issues. Reasoning and research skills will be applied to the content throughout the course.	Social Studies	Elective	1	9-12	New for 22/23
HST303 SUMMIT U.S. HISTORY		This course is a full-year survey that provides students with a comprehensive view of American history from the first migrations of nomadic people to North America to recent events. Readings are drawn from K12’s The American Odyssey: A History of the United States. Online lessons help students organize their study, explore topics in-depth, review in preparation for assessments, and practice skills of historical thinking and analysis. Activities include analyzing primary sources and maps, creating time lines, completing projects and written assignments, and conducting independent research.	Social Studies	Core	1	9	

Course Name	Course Code	Course Description	Subject	Core / Elective Class	Credits	Grade Level	New for 22/23
HST306E2 US HISTORY CR		This course is also offered as a materials free version (Digital). This course provides students with a comprehensive view of American history from the first migrations of nomadic people to North America to recent events. Online lessons help students organize their study, explore topics in depth, review in preparation for assessments, and practice skills of historical thinking and analysis. Activities include analyzing primary sources and maps, creating time lines, completing written assignments, and conducting independent research. Diagnostic tests assess students' current knowledge and generate individualized study plans, so students can focus on topics that need review.	Social Studies	Credit Recovery	1	9	New for 22/23
HST313E3 Modern US History		This course is a full-year survey that provides students with a comprehensive view of American history from the Industrial Revolution of the late nineteenth century to recent events. Readings are primarily drawn from Stride's The American Odyssey: A History of the United States. Online lessons help students organize their studies, explore topics in depth, analyze events from multiple points of view, review in preparation for assessments, practice skills of historical thinking and analysis, and connect historical events to current events. Activities include analyzing primary sources and maps, completing written assignments, and conducting research.	Social Studies	Elective	1	9-12	New for 22/23
HST406DE2 US Government and Politics CR		This course studies the history, organization, and functions of the United States government. Beginning with the Declaration of Independence and continuing through to the present day, students explore the relationship between individual Americans and our governing bodies. Students take a close look at the political culture of our country, and gain insight into the challenges faced by citizens, elected government officials, political activists, and others. Students also learn about the roles of political parties, interest groups, the media, and the Supreme Court. They discuss their own views on current political issues. Diagnostic tests assess students' current knowledge and generate individualized study plans, so students can focus on topics that need review.	Social Studies	Credit Recovery	1	10	New for 22/23
HST416DE2 U.S. and Global Economics CR		In this course on economic principles, students explore choices they face as producers, consumers, investors, and taxpayers. Students apply what they learn to real-world simulation problems. Topics of study include markets from historic and contemporary perspectives; supply and demand; theories of early economic philosophers such as Adam Smith and David Ricardo; theories of value; money (what it is, how it evolved, the role of banks, investment houses, and the Federal Reserve); Keynesian economics; how capitalism functions, focusing on productivity, wages, investment, and growth; issues of capitalism, such as unemployment, inflation, and the national debt; and a survey of markets in such areas as China, Europe, and the Middle East.	Social Studies	Credit Recovery	1	10	New for 22/23
HST500 AP® U.S. HISTORY		Students explore and analyze the economic, political, and social transformation of the United States since the time of the first European encounters. Students are asked to master not only the wide array of factual information necessary to do well on the AP Exam, but also to practice skills of critical analysis of historical information and documents. Students read primary and secondary source materials and analyze problems presented by historians to gain insight into challenges of interpretation and the ways in which historical events have shaped American society and culture. The content aligns to the sequence of topics recommended by the College Board and to widely used textbooks. The course prepares students for the AP Exam.	Social Studies	Core	1	9	New for 22/23
HST510E3 AP® U.S. GOVERNMENT AND POLITICS		This course is the equivalent of an introductory college-level course. Students explore the operations and structure of the U.S. government and the behavior of the electorate and politicians. Students gain the analytical perspective necessary to evaluate political data, hypotheses, concepts, opinions, and processes and learn how to gather data about political behavior and develop their own theoretical analysis of American politics. Students also build the skills they need to examine general propositions about government and politics, and to analyze specific relationships between political, social, and economic institutions. Students prepare for the AP Exam and for further study in political science, law, education, business, and history.	Social Studies	Core	0.5	10	New for 22/23
HST560E4 AP® WORLD HISTORY		This course spans from ca. 1200 CE to the present in a rigorous academic format organized by chronological periods and viewed through fundamental concepts and course themes. Students analyze the causes and processes of continuity and change across historical periods. Themes include human-environment interaction, cultures, expansion and conflict, political and social structures, and economic systems. In addition to mastering historical content, students cultivate historical thinking skills that involve crafting arguments based on evidence, identifying causation, comparing and supplying context for events and phenomenon, and developing historical interpretation. This course prepares students for the AP World History Exam.	Social Studies	Core	1	11	New for 22/23
MTH001D MATH FOUNDATIONS I		Students build and reinforce foundational math skills typically found in third through fifth grade for which they have not achieved mastery. They progress through carefully paced, guided instruction and engaging interactive practice. If needed, students can move on to Math Foundations II (addressing skills typically found in sixth through eighth grade) to further develop the computational skills and conceptual understanding needed to undertake high school math courses with confidence.	Math	Skills Recovery	1	9-12	New for 22/23
MTH011D MATH FOUNDATIONS II		Students build and reinforce foundational math skills typically found in sixth through eighth grade, achieving the computational skills and conceptual understanding needed to undertake high school math courses with confidence. Carefully paced, guided instruction is accompanied by interactive practice that is engaging and accessible. This course is appropriate for use as remediation at the high school level or as a bridge to high school.	Math	Skills Recovery	1	9-12	New for 22/23
MTH06E3 Summit Math 6		In Stride's Grade 6 mathematics course, students deepen their understanding of multiplication and division of fractions to apply their knowledge to divide fractions by fractions, with an additional focus on increasing efficiency and fluency. Students gain a foundation in the concepts of ratio and rate as an extension of their work with whole number multiplication and division, and in preparation for work with proportional relationships in Grade 7. Students also make connections among area, volume, and surface area, and continue to lay the groundwork for deep algebraic understanding by interpreting and using expressions and equations.	Math	Core	1	6	
MTH07E3 Summit Math 7		In Stride's Grade 7 mathematics course, students focus on real-world scenarios and mathematical problems involving algebraic expressions and linear equations and begin to apply their understanding of rational numbers with increased complexity. The course lays the foundation for exploring concepts of angle, similarity and congruence, more formally addressed in Grade 8, as students work with scale drawings and construct and analyze relationships among geometric figures. Students also develop and apply understandings of proportional relationships.	Math	Core	1	7	
MTH08 SUMMIT MATH 8		Grade 8 mathematics course prepares students for more advanced study in algebra as students solve linear equations and systems of equations, work with radical and integer exponents, gain conceptual understanding of functions, and use functions to model quantitative relationships. To prepare students for more advanced study in geometry, the course emphasizes the Pythagorean theorem and a deepening exploration of similarity and congruence.	Math	Core	1	8	

Course Name	Course Code	Course Description	Subject	Core / Elective Class	Credits	Grade Level	New for 22/23
MTH107 SUMMIT DEVELOPMENTAL ALGEBRA		This is the first course in a two-year algebra sequence that concludes with Continuing Algebra. In this course, students begin to explore the tools and principles of algebra. Students learn to identify the structure and properties of the real number system; complete operations with integers and other rational numbers; work with square roots and irrational numbers; graph linear equations; solve linear equations and inequalities in one variable; and solve systems of linear equations. Sophisticated virtual manipulatives and online graphing tools help students visualize algebraic relationships. Developmental Algebra covers fewer topics than a one-year algebra course, providing students with more time to learn and practice key concepts and skills. After completing Developmental Algebra, students will be prepared to take Continuing Algebra.	Math	Elective	1	9-12	New for 22/23
MTH126 ALGEBRA 1 CR		This course is also offered as a materials free version (Digital). The Algebra 1 Credit Recovery course leads students from their proficiency and understanding of numbers and operations into the mathematics of algebraic thinking. Building on pre-algebra skills developed in middle school, students deepen their understanding of linear expressions and equations, linear inequalities, and coordinate graphing. They then explore and learn about the function concept, radical expressions, exponential expressions and functions, quadratic functions, systems of equations, factoring and roots of equations, and basic statistical analysis.	Math	Credit Recovery	1	9	New for 22/23
MTH128 SUMMIT ALGEBRA 1		The Summit Algebra 1 course is intended to formalize and extend the mathematics that students learned in the middle grades. Because it is built to follow revised middle school math courses, the course covers slightly different ground than previous versions of algebra. In this course, students deepen their understanding of linear and exponential relationships by contrasting them with each other. Students also apply linear models to data that exhibit a linear trend. The course also covers analyzing, solving, and using quadratic functions.	Math	Core	1	9	
MTH146D INTEGRATED MATHEMATICS I CR		This first-year high school integrated math course focuses on linear and simple exponential models. The course contrasts linear behavior with exponential behavior and uses both linear and simple exponential equations as models. Students learn about and work extensively with functions—analyzing function properties and behavior, creating and transforming functions, and applying functions to various continuous and discrete situations. The statistics in the course cover both univariate and bivariate data. For univariate data, students learn about measures of center and spread. For bivariate data, they learn about correlation and fitting data to a line. The topics in geometry include transformations, reasoning, congruence, construction, and analytic geometry. Diagnostic tests assess students' current knowledge and generate individualized study plans, so students can focus on topics that need review.	Math	Credit Recovery	1	9-12	New for 22/23
MTH148 SUMMIT INTEGRATED MATHEMATICS I		This first-year high school integrated math course focuses on linear and simple exponential models. The course contrasts linear behavior with exponential behavior and uses both linear and simple exponential equations as models. Students learn about and work extensively with functions—analyzing function properties and behavior, creating and transforming functions, and applying functions to various continuous and discrete situations. The statistics in the course cover both univariate and bivariate data. For univariate data, students learn about measures of center and spread. For bivariate data, they learn about correlation and fitting data to a line. The topics in geometry include transformations, reasoning, congruence, construction, and analytic geometry.	Math	Elective	1	9-12	New for 22/23
MTH206 GEOMETRY CR		This course is also offered as a materials free version (Digital). The Geometry Credit Recovery course combines mathematical reasoning and proof with an extension of students' algebraic development in geometric contexts. The course focuses primarily on two-dimensional shapes in the Euclidean plane. Starting with segments and angles, students develop understanding of and work through problems and proofs involving congruence, similarity, parallel and perpendicular lines, quadrilaterals, and circles. Toward the end of the course, time is also spent extending the treatment of triangles into basic trigonometry concepts and providing students with a detailed taste of analytic geometry by developing and using the equation of a circle in the coordinate plane.	Math	Credit Recovery	1	10	New for 22/23
MTH207 SUMMIT CONTINUING ALGEBRA		This is the second course in a two-year algebra sequence. In this course, students build on what they learned in Developmental Algebra to complete their knowledge of all topics associated with a deep understanding of Algebra I. They learn about relations and functions, radicals and radical expressions, polynomials and their graphs, factoring expressions and using factoring to solve equations, solving quadratics, rational expressions, and logic and reasoning.	Math	Elective	1	9-12	New for 22/23
MTH208 SUMMIT GEOMETRY		K12's Geometry course builds on the geometry covered in middle school to explore more complex geometric situations and deepen students' ability to explain geometric relationships, moving toward formal mathematical arguments. Specific topics include similarity and congruence, analytic geometry, circles, the Pythagorean theorem, right triangle trigonometry, analysis of three-dimensional objects, conic sections, and geometric modeling.	Math	Core	1	10	
MTH246D INTEGRATED MATH II CR		Integrated Mathematics II, a second-year high school math course, introduces students to polynomials, including the factoring of polynomials, before moving onto quadratics equations and quadratic functions. Students expand on their knowledge of sequences in learning about series. The course also covers probability, including conditional probability. There are many geometry topics in the course, including transversals, quadrilaterals, similarity, volume, and circles. Students solve problems using right triangle trigonometry and special right triangles, and use the tools of analytic geometry to describe circles and parabolas in the coordinate plane. Diagnostic tests assess students' current knowledge and generate individualized study plans, so students can focus on topics that need review.	Math	Credit Recovery	1	9-12	New for 22/23
MTH248D SUMMIT INTEGRATED MATH II		Integrated Mathematics II, a second-year high school math course, introduces students to polynomials, including the factoring of polynomials, before moving onto quadratics equations and quadratic functions. Students expand on their knowledge of sequences in learning about series. The course also covers probability, including conditional probability. There are many geometry topics in the course, including transversals, quadrilaterals, similarity, volume, and circles. Students solve problems using right triangle trigonometry and special right triangles, and use the tools of analytic geometry to describe circles and parabolas in the coordinate plane.	Math	Elective	1	9-12	New for 22/23
MTH306 ALGEBRA 2 CR		This course is also offered as a materials free version (Digital). The Algebra 2 Credit Recovery course builds on the mathematical proficiency and reasoning skills developed in Algebra 1 and Geometry to lead students into advanced algebraic work. The course emphasizes the concept of functions throughout. Sandwiched between short forays into probability and statistics is a thorough treatment of linear, quadratic, higher-degree polynomial, exponential, logarithmic, and trigonometric functions, with emphasis on analysis, problem solving, and graphing. Toward the end of the course, an introduction to sequences and series is presented in preparation for future work in mathematics.	Math	Credit Recovery	1	11	New for 22/23
MTH307 SUMMIT PRACTICAL MATH		In this course, students use math to solve real-world problems — and real-world problems to solidify their understanding of key mathematical topics. Data analysis, math modeling, and personal finance are key themes in this course. Specific topics of study include statistics, probability, graphs of statistical data, regression, finance, and budgeting. In addition, students learn how to use several mathematical models involving algebra and geometry to solve problems. Proficiency is measured through frequent online and offline assessments as well as class participation. Units focused on projects also allow students to apply and extend their math skills in real-world cases.	Math	Core	1	12	

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MTH308 SUMMIT ALGEBRA 2		This Summit Algebra 2 course, students build on their work with linear, quadratic, and exponential functions, and extend their repertoire to include polynomial, rational, radical, and trigonometric functions. Students also expand their ability to model situations and solve equations, including solving quadratic equations over the set of complex numbers and solving exponential equations using the properties of logarithms. The course covers sequences and series, probability distributions, and more advanced data analysis techniques.	Math	Core	1	11	
MTH322 SUMMIT CONSUMER MATH		In Summit Consumer Math, students study and review arithmetic skills they can apply in their personal lives and in their future careers. The first semester of the course begins with a focus on occupational topics; it includes details on jobs, wages, deductions, taxes, insurance, recreation and spending, and transportation. In the second semester, students learn about personal finances, checking and savings accounts, loans and buying on credit, automobile expenses, and housing expenses. Narrated slideshows help illustrate some of the more difficult content. Throughout the course, students participate in online discussions with each other and their teacher. In Consumer Math, students study and review arithmetic skills they can apply in their personal lives and in their future careers. The first semester of the course begins with a focus on occupational topics; it includes details on jobs, wages, deductions, taxes, insurance, recreation and spending, and transportation. In the second semester, students learn about personal finances, checking and savings accounts, loans and buying on credit, automobile expenses, and housing expenses. Narrated slideshows help illustrate some of the more difficult content. Throughout the course, students participate in online discussions with each other and their teacher.	Math	Elective	1	9-12	New for 22/23
MTH326D Consumer Math CR		In Consumer Math, students study and review arithmetic skills they can apply in their personal lives and in their future careers. The first semester of the course begins with a focus on occupational topics; it includes details on jobs, wages, deductions, taxes, insurance, recreation and spending, and transportation. In the second semester, students learn about personal finances, checking and savings accounts, loans and buying on credit, automobile expenses, and housing expenses. Narrated slideshows help illustrate some of the more difficult content. Throughout the course, students participate in online discussions with each other and their teacher.	Math	Credit Recovery	1	9-12	New for 22/23
MTH332 SUMMIT INTEGRATED MATH		Students will build mathematical skills that allow students to solve problems and reason logically. Students will be able to communicate their understanding by organizing, clarifying, and refining mathematical information for a given purpose. Students will use every day and mathematical language and notation in appropriate and efficient forms to clearly express or represent complex ideas and information.	Math	Elective	1	9-12	New for 22/23
MTH348 SUMMIT INTEGRATED MATHEMATICS III		In this third-year high school math course, students expand on previous high school math topics including systems of equations and inequalities, polynomials, trigonometry, statistics, and functions. The introduction of complex numbers leads to new adventures in factoring polynomials, solving polynomial equations, and graphing polynomials. Students work with radical and rational expressions and equations and extend their knowledge of exponential functions to inverses and logarithmic functions. In geometry, they learn about the unit circle and use trigonometric functions to model periodic processes. Other geometric topics include three-dimensional visualization, design and optimization, and real-world modeling. Students are introduced to piecewise and logistic functions and perform quadratic and exponential regressions. Finally, students use statistical and probability tools, such as the standard normal distribution, to understand data, and use simulations, experiments, and surveys to make inferences. Students take diagnostic tests at regular intervals to assess their current knowledge of fundamental content.	Math	Elective	1	9-12	New for 22/23
MTH403 SUMMIT PRE-CALCULUS/ TRIGONOMETRY		Pre-calculus weaves together concepts of algebra and geometry into a preparatory course for calculus. The course focuses on the mastery of critical skills and exposure to new skills necessary for success in subsequent math courses. Topics include quadratic, exponential, logarithmic, radical, polynomial, and rational functions; matrices; and conic sections in the first semester. The second semester covers an introduction to infinite series, trigonometric ratios, functions, and equations; inverse trigonometric functions; applications of trigonometry, including vectors; polar equations and polar form of complex numbers; arithmetic of complex numbers; and parametric equations.	Math	Elective	1	9-12	
MTH433 SUMMIT CALCULUS		This course provides a comprehensive survey of differential and integral calculus concepts, including limits, derivative and integral computation, linearization, Riemann sums, the fundamental theorem of calculus, and differential equations. Content is presented across ten units and covers various applications, including graph analysis, linear motion, average value, area, volume, and growth and decay models. In this course students use an online textbook, which supplements the instruction they receive and provides additional opportunities to practice using the content they've learned. Students will use an embedded graphing calculator applet (GCalc) for their work on this course; the software for the applet can be downloaded at no charge.	Math	Elective	1	9-12	
OTH011 SUMMIT PERSONAL HEALTH		In this course students will study physical, emotional, mental, and social health. They will study how to maintain and improve all facets of health while learning about disease and illness prevention. Students will also study the effects of tobacco, alcohol, and substance abuse for the individual as well as communities. In addition to their reading lessons, students complete a variety of activities, assignments, quizzes, and tests to assess their understanding of the content studied.	Health	Elective	0.5	9-12	
OTH020 SUMMIT PHYSICAL EDUCATION		This pass/fail course combines online instructional guidance with student participation in weekly cardiovascular, aerobic, muscle-toning, and other activities. Students fulfill course requirements by keeping weekly logs of their physical activity. The course promotes the value of lifetime physical activity and includes instruction in injury prevention, nutrition and diet, and stress management. Students may enroll in the course for either one or two semesters, and repeat for further semesters as needed to fulfill state requirements.	Health	Elective	1	9-12	
OTH021 SUMMIT PERSONAL FITNESS I		In this course, night grade students learn and practice principles of fitness, wellness, and health to develop habits of healthy living. Guided by their text book, Fitness for Life, students will explore topics that include the physiology of diet and exercise, bio-mechanics, and team dynamics. They will apply their knowledge in daily fitness activities as well as assignments that include personalized exercise and diet plans that develop students' self-assessment skills. The varied activities also reinforce how physical fitness catalyzes emotional and mental well-being, self-esteem, and communication skills.	Health	Elective	0.5	9-12	
OTH022 SUMMIT PERSONAL FITNESS II		In this course, high school students will study ways to get and stay fit through moderate and vigorous activities, sports, and recreation. They will study the components and benefits of fitness. Students will also study self-management, stress management, and lifestyle practices to achieve and maintain fitness. In addition to their reading lessons, students complete a variety of activities, assignments, quizzes, and tests to assess their understanding of the content studied.	Health	Elective	0.5	9-12	

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OTH060 FAMILY AND CONSUMER SCIENCE		In this course, students develop skills and knowledge to help them transition into adult roles within the family. They learn to make wise consumer choices, prepare nutritious meals, contribute effectively as part of a team, manage a household budget, and balance roles of work and family. They gain an appreciation for the responsibilities of family members throughout the life span and the contributions to the well-being of the family and the community.	Social Studies	Elective	0.5	9-12	New for 22/23
OTH080 SUMMIT NUTRITION AND WELLNESS		This half-credit course will introduce the student to an overview of good nutrition principles that are needed for human physical and mental wellness. Discussion of digestion, basic nutrients, weight management, sports and fitness, and life-span nutrition is included. Application to today's food and eating trends, plus learning to assess for reliable nutrition information is emphasized.	Health	Elective	0.5	9-12	
OTH090 SUMMIT LIFE SKILLS		This one-semester elective is designed to increase students' knowledge of and ability in using the skills necessary for everyday living. Life Skills emphasizes defining personal values, goal-setting and planning, and solving problems. Instructional material focuses on dealing with media and peer pressure, communicating and relationships, working with others, avoiding and/or resolving conflict, decision-making, wellness and personal safety, aspects of good citizenship, environmental awareness, and how students can contribute to their own community. The course is organized in six units that cover the following topics: Course Introduction, Thinking about Yourself, Thinking for Yourself, Taking Care of Yourself, Caring for Your Relationships, and Caring about Your World.	Health	Elective	0.5	9-12	
OTH092 HEALTH SCIENCES I		Will we ever find a cure for cancer? What treatments are best for conditions like diabetes and asthma? How are illnesses like meningitis, tuberculosis, and measles identified and diagnosed? Health sciences provide the answers to questions such as these. This course introduces students to the various disciplines within the health sciences, including toxicology, clinical medicine, and biotechnology. Students explore the importance of diagnostics and research in the identification and treatment of diseases. The course presents information and terminology for the health sciences and examines the contributions of different health science areas.	Career Readiness	Elective	0.5	9-12	New for 22/23
OTH094 HEALTH SCIENCE II		Challenging. Variable. Rewarding. These three words can be used to describe many careers in the health sciences. In this course, you will learn more about what it takes to be a successful health science professional, including how to communicate with patients. You'll explore the rights and responsibilities of both patients and health science professionals in patient care and learn more about how to promote wellness among patients and health care staffs. Finally, you'll learn more about safety in health science settings and the challenges and procedures of emergency care, infection control, and blood-borne pathogens.	Career Readiness	Elective	0.5	9-12	New for 22/23
OTH110E2 UNDERSTANDING CHILD DEVELOPMENT		This course introduces students to the unique qualities of young children from infants to age eight, and demonstrates how to work with each child in ways that correspond with their developmental level, and their social and cultural environment. The course includes learning theories and research as well as information about the importance of play and technology in a young child's learning process. Other topics covered include readiness, assessment, working with children and families from diverse cultures, working with children with special needs, and the early stages of reading, writing, and general cognitive development.	Social Studies	Elective	0.5	9-12	New for 22/23
SCI010 SUMMIT ENVIRONMENTAL SCIENCE		This course surveys key topic areas, including the application of scientific process to environmental analysis; ecology; energy flow; ecological structures; earth systems; and atmospheric, land, and water science. Topics also include the management of natural resources and analysis of private and governmental decisions involving the environment. Students explore actual case studies and conduct five hands-on, unit-long research activities, learning that political and private decisions about the environment and the use of resources require accurate application of scientific processes, including proper data collection and responsible conclusions.	Science	Elective	0.5	9-12	
SCI020 ASTRONOMY 1		Follow your enthusiasm for space by introducing yourself to the study of astronomy. This course will include topics such as astronomy's history and development, basic scientific laws of motion and gravity, the concepts of modern astronomy, and the methods used by astronomers to learn more about the universe. Further knowledge is gained through the study of galaxies, stars, and the origin of the universe.	Science	Elective	0.5	9-12	
SCI021 ASTRONOMY 2		Building upon the prior prerequisite course, dive deeper into the universe and develop a lifelong passion for space exploration and investigation. Become familiar with the inner and outer planets of the solar system as well as the sun, comets, asteroids, and meteors. Additional topics include space travel and settlements as well as the formation of planets.	Science	Elective	0.5	9-12	
SCI030E2 FORENSIC SCIENCE		This course surveys key topics in forensic science, including the application of the scientific process to forensic analysis, procedures and principles of crime scene investigation, physical and trace evidence, and the law and courtroom procedures from the perspective of the forensic scientist. Through online lessons, laboratories, and analysis of fictional crime scenarios, students learn about forensic tools, technical resources, forming and testing hypotheses, proper data collection, and responsible conclusions.	Science	Elective	0.5	9-12	New for 22/23
SCI06DE3 Summit Earth Science		The Earth Science curriculum builds on the natural curiosity of students. By connecting them to the beauty of geological history, the amazing landforms around the globe, the nature of the sea and air, and the newest discoveries about our universe, the curriculum gives students an opportunity to relate to their everyday world. Students will explore topics such as the fundamentals of geology, oceanography, meteorology, and astronomy; Earth's minerals and rocks; Earth's interior; plate tectonics, earthquakes, volcanoes, and the movements of continents; geology and the fossil record; the oceans and the atmosphere; the solar system and the universe. Lesson assignments help students discover how scientists investigate the science of our planet.	Science	Core	1	6	
SCI07DE3 SUMMIT LIFE SCIENCE		The Life Science program invites students to investigate the world of living things — at levels both large and small — by reading, observing, and experimenting with aspects of life on Earth. Students explore an amazing variety of organisms, the complex workings of the cell and cell biology, the relationship between living things and their environments, and discoveries in the world of modern genetics. Students tackle such topics as ecology, microorganisms, animals, plants, cells, animals, species, adaptation, heredity, genetics, and the history of life on Earth. Lesson activities and assignments help students discover how scientists investigate the living world.	Science	Core	1	7	
SCI08DE4 Summit Physical Science		The Physical Science program introduces students to many aspects of the physical world, focusing first on chemistry and then on physics. The course provides an overview of the physical world and gives students tools and concepts to think clearly about matter, atoms, molecules, chemical reactions, motion, force, momentum, work and machines, energy, waves, electricity, light, and other aspects of chemistry and physics. Among other subjects, students study the structure of atoms; the elements and the Periodic Table; chemical reactions; forces, including gravitational, motion, acceleration, and mass; and energy, including light, thermal, electricity, and magnetism.	Science	Core	1	8	

Course Name	Course Code	Course Description	Subject	Core / Elective Class	Credits	Grade Level	New for 22/23
SCI102 SUMMIT PHYSICAL SCIENCE		Students explore the relationship between matter and energy by investigating force and motion, the structure of atoms, the structure and properties of matter, chemical reactions, and the interactions of energy and matter. Students develop skills in measuring, solving problems, using laboratory apparatuses, following safety procedures, and adhering to experimental procedures. Students focus on inquiry-based learning with laboratory investigations and experiences.	Science	Core	1	9	
SCI106E3 PHYSICAL SCIENCE CR		This course is also offered as a materials free version (Digital). Students explore the relationship between matter and energy by investigating force and motion, the structure of atoms, the structure and properties of matter, chemical reactions, and the interactions of energy and matter. Students develop skills in measuring, solving problems, using laboratory apparatuses, following safety procedures, and adhering to experimental procedures. Students focus on inquiry-based learning with laboratory investigations.	Science	Credit Recovery	1	9	New for 22/23
SCI113A & BE3 SUMMIT EARTH SCIENCE		This course provides students with a comprehensive earth science curriculum, focusing on geology, oceanography, astronomy, weather, and climate. The program consists of indepth online lessons, an associated reference book, collaborative activities, and laboratories students can conduct at home. The course prepares students for further studies in geology, meteorology, oceanography, and astronomy courses, and gives them practical experience in implementing scientific methods.	Science	Core	1	11	
SCI116A & BE3 EARTH SCIENCE CR		This course is also offered as a materials free version (Digital). This course provides students with a comprehensive earth science curriculum, focusing on geology, oceanography, astronomy, weather, and climate. The program consists of in-depth online lessons, collaborative activities, virtual laboratories, and hands-on laboratories students can conduct at home. The course prepares students for further studies in geology, meteorology, oceanography, and astronomy courses, and gives them practical experience in implementing scientific methods. Diagnostic tests assess students' current knowledge and generate individualized study plans, so students can focus on topics that need review.	Science	Credit Recovery	1	11	New for 22/23
SCI203E3 SUMMIT BIOLOGY		In this comprehensive course, students investigate the chemistry of living things: the cell, genetics, evolution, the structure and function of living things, and ecology. The program consists of in-depth online lessons, including extensive animations, an associated reference book, collaborative explorations, and laboratory experiments students can conduct at home	Science	Core	1	10	
SCI206E3 BIOLOGY CR		This course is also offered as a materials free version (Digital). Topics include the scientific method, characteristics of living things, energy, organic compounds, and water. Students review the structure and function of living things, the cell, genetics, DNA, RNA, and proteins. They review evolution and natural selection; digestive, respiratory, nervous, reproductive, and muscular systems; and ecology and the environment. Diagnostic tests assess students' current knowledge and generate individualized study plans, so students can focus on topics that need review.	Science	Credit Recovery	1	9-12	New for 22/23
SCI303E3 SUMMIT CHEMISTRY		This course gives students a solid basis to move on to future studies. The course provides an in-depth survey of all key areas, including atomic structure, chemical bonding and reactions, solutions, stoichiometry, thermochemistry, organic chemistry, and nuclear chemistry. The course includes direct online instruction, laboratories, and related assessments, used with a problem-solving book.	Science	Core	1	9-12	
SCI306E3 CHEMISTRY CR		This course is also offered as a materials free version (Digital). This comprehensive course gives students a solid basis to move on to future studies. The course provides an in-depth survey of all key areas, including atomic structure, chemical bonding and reactions, solutions, stoichiometry, thermochemistry, organic chemistry, and nuclear chemistry. The course includes direct online instruction and laboratories. Diagnostic tests assess students' current knowledge and generate individualized study plans, so students can focus on topics that need review.	Science	Credit Recovery	1	9-12	New for 22/23
SCI403 SUMMIT PHYSICS		This course provides a comprehensive survey of all key areas: physical systems, measurement, kinematics, dynamics, momentum, energy, thermodynamics, waves, electricity, and magnetism, and introduces students to modern physics topics such as quantum theory and the atomic nucleus. The course gives students a solid basis to move on to more advanced courses later in their academic careers. The program consists of online instruction, laboratories, and related assessments, plus an associated problem-solving book.	Science	Core	1	9-12	
SCI406 Physics CR		This course is also offered as a materials free version (Digital). This course provides a comprehensive survey of all key areas: physical systems, measurement, kinematics, dynamics, momentum, energy, thermodynamics, waves, electricity, and magnetism, and introduces students to modern physics topics such as quantum theory and the atomic nucleus. The course gives students a solid basis to move on to more advanced courses later in their academic careers. The program consists of online instruction, virtual laboratories, and related assessments, plus an associated problem-solving book.	Science	Credit Recovery	1	9-12	New for 22/23
SCI500E6 AP® Biology		This course guides students to a deeper understanding of biological concepts, including the diversity and unity of life, energy and the processes of life, homeostasis, and genetics. Students learn about regulation, communication, and signaling in living organisms, as well as interactions of biological systems. Students carry out a number of learning activities, including readings, interactive exercises, extension activities, hands-on laboratory experiments, and practice assessments. These activities are designed to help students gain an understanding of the science process and critical-thinking skills necessary to answer questions on the AP Biology Exam. The content aligns to the sequence of topics recommended by the College Board.	Science	Core	1	9-12	New for 22/23
SCI510 AP® CHEMISTRY		Students solve chemical problems by using mathematical formulation principles and chemical calculations in addition to laboratory experiments. They build on their general understanding of chemical principles and engage in a more in-depth study of the nature and reactivity of matter. Students focus on the structure of atoms, molecules, and ions, and then go on to analyze the relationship between molecular structure and chemical and physical properties. To investigate this relationship, students examine the molecular composition of common substances and learn to transform them through chemical reactions with increasingly predictable outcomes.	Science	Core	1	9-12	New for 22/23
SCI530E5 AP® Environmental Science		The AP Environmental Science course is designed to engage students with the scientific principles, concepts, and methodologies required to understand the interrelationships within the natural world. The course requires that students identify and analyze natural and human-made environmental problems, evaluate the relative risks associated with these problems, and examine alternative solutions for resolving or preventing them. Environmental science is interdisciplinary, embracing topics from geology, biology, environmental studies, environmental science, chemistry, and geography. The AP Environmental Science course is designed to be the equivalent of a one-semester, introductory college course in environmental science.	Science	Elective	1	9-12	New for 22/23
SOC08 SUMMIT INTERMEDIATE GLOBAL STUDIES		In this course, students take a detailed look at the physical and cultural world around them. Beginning with the study of geographic themes that provide a framework to analyze different parts of the world, students turn their focus to each geographical region of the world – North America; South America; Europe; Asia; Africa; and Oceania, Australia, New Zealand, and Antarctica. They learn more about the physical and cultural traits that makes each region unique and study their commonalities as well. Students also look at issues such as trade, globalization, the environment, conflict, and other topics that influence the world today. Students also learn and apply research skills as they undertake research projects that give them a more in-depth focus on specific regions of the globe.	Social Studies	Core	1	6	

Course Name	Course Code	Course Description	Subject	Core / Elective Class	Credits	Grade Level	New for 22/23
TCH070 Game Design for Chromebooks 1		Are you ready to take your passion for game design and turn it into a real-life prototype? In this course, you'll learn the fundamentals of game design including scripting in JavaScript, game mechanics, audio editing, storytelling, and game world development. And the best part? You'll apply these skills to build an arcade-style galactic adventure game using PlayCanvas! Let's get ready to blast off into the world of game design!	Career Readiness	Elective	0.5	9-12	New for 22/23
WLG100 SPANISH I		Students begin their introduction to Spanish by focusing on the four key areas of world language study: listening, speaking, reading, and writing. The course represents an ideal blend of language learning pedagogy and online learning. Each unit consists of a new vocabulary theme and grammar concept, reading and listening comprehension activities, speaking and writing activities, multimedia cultural presentations, and interactive activities and practices which reinforce vocabulary and grammar. There is a strong emphasis on providing context and conversational examples for the language concepts presented in each unit. Students should expect to be actively engaged in their own language learning; become familiar with common vocabulary terms and phrases; comprehend a wide range of grammar patterns; participate in simple conversations and respond appropriately to basic conversational prompts; analyze and compare cultural practices, products, and perspectives of various Spanish-speaking countries; and take frequent assessments by which their language progression can be monitored.	Foreign Language	Elective	1	9-12	
WLG110: FRENCH I		Students begin their introduction to French by focusing on the four key areas of world language study: listening, speaking, reading, and writing. The course represents an ideal blend of language learning pedagogy and online learning. Each unit consists of a new vocabulary theme and grammar concept, reading and listening comprehension activities, speaking and writing activities, multimedia cultural presentations, and interactive activities and practices which reinforce vocabulary and grammar. There is a strong emphasis on providing context and conversational examples for the language concepts presented in each unit. Students should expect to be actively engaged in their own language learning; become familiar with common vocabulary terms and phrases; comprehend a wide range of grammar patterns; participate in simple conversations and respond appropriately to basic conversational prompts, analyze and compare cultural practices, products, and perspectives of various French-speaking countries; and take frequent assessments by which their language progression can be monitored.	Foreign Language	Elective	1	9-12	
WLG150 SIGN LANGUAGE		Did you know that American Sign Language (ASL) is the third most commonly used language in North America? American Sign Language: Introduction will introduce you to vocabulary and simple sentences, so that you can start communicating right away. Importantly, you will explore Deaf culture – social beliefs, traditions, history, values and communities influenced by deafness. American Sign Language 1b: Learn to Sign will introduce you to more of this language and its grammatical structures. You will expand your vocabulary by exploring interesting topics like Deaf education and Deaf arts and culture.	Foreign Language	Elective	1	9-12	New for 22/23
WLG200 SPANISH II		Students continue their study of Spanish by further expanding their knowledge of key vocabulary topics and grammar concepts. Students not only begin to comprehend listening and reading passages more fully, but they also start to express themselves more meaningfully in both speaking and writing. Each unit consists of a new vocabulary theme and grammar concept, reading and listening comprehension activities, speaking and writing activities, multimedia cultural presentations, and interactive activities and practices which reinforce vocabulary and grammar. There is a strong emphasis on providing context and conversational examples for the language concepts presented in each unit. Students should expect to be actively engaged in their own language learning; understand common vocabulary terms and phrases; use a wide range of grammar patterns in their speaking and writing; participate in conversations and respond appropriately to conversational prompts; analyze and compare cultural practices, products, and perspectives of various Spanish-speaking countries; and take frequent a	Foreign Language	Elective	1	9-12	
WLG210 FRENCH II		Students continue their study of French by further expanding their knowledge of key vocabulary topics and grammar concepts. Students not only begin to comprehend listening and reading passages more fully, but they also start to express themselves more meaningfully in both speaking and writing. Each unit consists of a new vocabulary theme and grammar concept, reading and listening comprehension activities, speaking and writing activities, multimedia cultural presentations, and interactive activities and practices which reinforce vocabulary and grammar. There is a strong emphasis on providing context and conversational examples for the language concepts presented in each unit. Students should expect to be actively engaged in their own language learning; understand common vocabulary terms and phrases; use a wide range of grammar patterns in their speaking and writing; participate in conversations and respond appropriately to conversational prompts; analyze and compare cultural practices, products, and perspectives of various French-speaking countries; and take frequent assessments by which their language progression can be monitored. By semester 2, the course is conducted almost entirely in French.	Foreign Language	Elective	1	9-12	
WLG250 Sign Language 2		American Sign Language 2 goes beyond introductory ASL signs. This course helps students form structured sentences and explores how expressions can enhance signs to have meaningful conversations. Students will learn to communicate in everyday situations while learning vocabulary for descriptions, directions, shopping, and dealing with emergency situations. Furthermore, the course will teach students about the Deaf Community, culture, and language. Students will learn about sequencing, transitions, future tenses, and will be able to tell a story, and ask questions.	Foreign Language	Elective	1	9-12	New for 22/23
WLG300 SPANISH III		Students further deepen their understanding of Spanish by focusing on the three modes of communication: interpretive, interpersonal, and presentational. Each unit consists of a variety of activities which teach the students how to understand more difficult written and spoken passages, to communicate with others through informal speaking and writing interactions, and to express their thoughts and opinions in more formal spoken and written contexts. Students should expect to be actively engaged in their own language learning; use correct vocabulary terms and phrases naturally; incorporate a wide range of grammar concepts consistently and correctly while speaking and writing; participate in conversations covering a wide range of topics and respond appropriately to conversational prompts; analyze and compare cultural practices, products, and perspectives of various Spanish-speaking countries; read and analyze important pieces of Hispanic literature; and take frequent assessments by which their language progression can be monitored.	Foreign Language	Elective	1	9-12	

Course Name	Course Code	Course Description	Subject	Core / Elective Class	Credits	Grade Level	New for 22/23
WLG310 FRENCH III		Students further deepen their understanding of French by focusing on the three modes of communication: interpretive, interpersonal, and presentational. Each unit consists of a variety of activities which teach the students how to understand more difficult written and spoken passages, to communicate with others through informal speaking and writing interactions, and to express their thoughts and opinions in both formal and informal spoken and written contexts. Students should expect to be actively engaged in their own language learning; use correct vocabulary terms and phrases naturally; incorporate a wide range of grammar concepts consistently and correctly while speaking and writing; participate in conversations covering a wide range of topics; respond appropriately to conversational prompts; analyze and compare cultural practices, products, and perspectives of various French-speaking countries; read and analyze important pieces of literature; and take frequent assessments by which their language progression can be monitored. The course is conducted almost entirely in French.	Foreign Language	Elective	1	9-12	
WLG350 Sign Language 3		American Sign Language 3 dives into more advanced ASL signing, including unique grammar features and advanced classifiers and locatives. This third-year course immerses students into Deaf culture and community, by allowing students to compose and present their new-found vocabulary and narratives. Students will explore how travel, cultural differences, and geography affect sign language, while learning to form opinions, and using slang and other idiomatic expressions in ASL. Additionally, students will be able to advance their signing skills by developing verb tenses, grammar, and syntax. This course also provides opportunities to debate real-world issues and explore careers opportunities in ASL.	Foreign Language	Elective	1	9-12	New for 22/23