

# C.O.O.R. ISD Board of Education Meeting

Wednesday, August 13, 2025 6:00 PM

C.O.O.R. ISD Central Office, 11051 N Cut Road, Roscommon, MI 48653

1. Call to order & Roll Call

2. Opening Ceremonies

- Pledge of Allegiance

- Mission Statement: The mission of the C.O.O.R. Intermediate School District is to deliver expert services, impactful programs, and responsive leadership to our schools and communities.

3. Adopt the Agenda

4. Resolution: Recognition of Retirement

"BE IT RESOLVED" . . . the COOR Intermediate School District Board of Education expresses sincere appreciation to Teresa Gertiser for his/her valued and dedicated services to the C.O.O.R. Intermediate School District for the period of March 2021 to June 2025, and offers her best wishes in her retirement.

5. 31N presentation,

Michelle Culton-Ekstrom, M.A., L.L.P.

C.O.O.R. ISD Behavioral Health Coordinator

6. Department Updates

-Career & Technical Education Department

-Early Childhood Department

-Instructional Services Department

-Special Education Department

-R.O.O.C., Inc.

-K12 ETA (Educational Technology Association)

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**BOARD OF EDUCATION**

Dr. James Mangutz,  
Board President

Nancy Persing,  
Vice President

Jim Gendernalik,  
Board Treasurer

Ian Faulkner,  
Board Secretary

Trustees:  
Anthony Bair  
Alyssa Faulkner  
Kara Mularz

**ADMINISTRATION**

Shawn Petri,  
Superintendent

Melisa Akers,  
Director of Special Education

Mike Evans,  
Director of Career and  
Technical Education

Katie Harris,  
Director of Instructional Services

Katie Keith,  
Supervisor of Early Childhood

Kurt Loll,  
Finance Director

Somer Quinlan,  
Director of ROOC, Inc.

Jared Socia,  
Director of Operations

To: Shawn Petri, Superintendent

From: Katie Keith, Director of Early Childhood

Date: August 2025

Subject: Early Childhood Update

**Great Start to Quality**

Our Family Child Care Network is really taking off! We have 25 licensed programs participating in the grant. There are 19 providers from the Gaylord area and 6 providers from the Presque Isle area. They started in April and have attended a Conference in Traverse City and they have one training a month as a group. So far, they have learned about outdoor play and science in nature. Both trainings have been outdoors for the providers and very engaging. They are currently beginning to purchase items to support their goals. The items they can buy are to support business sustainability, the learning environment, quality improvement items, and outdoor learning environment materials.

We had our site visit from ECIC (Early Childhood Investment Corporation). Donna Wade, the Director, came to meet with our staff on July 17th. She met with Helen Shastal to visit a licensed group home in Tawas that had just recently had their first onsite observation done to observe the quality of the program. The licensed provider got the highest quality level (demonstrating quality). Donna and Helen came to congratulate the program and see how she does things in her program. Then we went to Oscoda to meet the whole Great Start to Quality team at a center in Oscoda named Tiny Rebels. The owner of this program started as a Family Home licensed program, moved to a Group Home license, and then bought an established center and increased the quality level by utilizing the Mi Works apprenticeship program to educate her employees, and a facilities grant to update and make her environment better. The owner also added a GSRP room in her center to offer free preschool to her families. The director of ECIC was very impressed with the Tiny Rebels center. She stated it was the best one she has visited in the state yet! We are very proud of our hard working child care providers.



## Great Start Collaborative & Great Start Parent Coalition

Here are some highlights of what we have been doing for the past 6 months surrounding our Talking is Teaching Campaign and Literacy support to our communities.

- 6 new Trusted Messengers have been trained. A Trusted Messenger is someone who interacts regularly with families and is seen as a reliable source of information and support. They leverage their existing relationships with families to share key messages about the importance of talking, reading, and singing with young children to boost their early brain and language development. (i.e. preschool teachers, medical staff, home visitors, librarians etc.)
- 1575 books have been distributed
- 355 Newborn Literacy Bags have given to families at our 3 local hospitals
- 19 Social Emotional Bags have gone out to NEW Early On families during a home visit.

## Great Start Readiness Program

[Enrollment Dashboard](#): current enrollment numbers

August is a busy month for GSRP. Programs are diligently working to fill programs in the next couple of weeks. Staff are starting to return and their first day with us at COOR is August 19 for our welcome back. As we launch into the new year, we're beginning with a streamlined professional learning plan designed to support your success throughout the program.



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 Director of Operations

To: Shawn Petri, Superintendent  
 From: Katie Harris  
 Date: July 2025  
 Subject: Instructional Services Update

**Instructional Services**

*Director: Katie Harris*

**Professional Learning: Looking Ahead to 2025–2026**

The Instructional Services and Special Education Departments are excited to announce the release of our [2025-2026 Professional Learning Menu](#)—a comprehensive guide to high-quality, relevant, and customizable learning opportunities for educators across the ISD.

This year's menu was designed with feedback from educators, alignment to the ISD strategic plan goals, and a commitment to continuous improvement. Whether educators are looking to deepen instructional practices, enhance leadership skills, or explore innovative strategies, this menu offers something for every educator.

**Key Highlights:**

- **Flexible learning formats:** In-person, virtual, on-demand, and coaching options
- **Aligned to priorities:** Curriculum, instruction, assessment, equity, SEL, and more
- **Team and individual learning pathways**
- **New offerings** based on emerging needs



**Instructional Services & Special Education**  
 Professional Learning Menu 2025–2026

COOR ISD Mission: To deliver expert services, impactful programs, and responsive leadership to our schools and communities  
 COOR ISD Vision: To be leaders in education, innovation, and collaboration

[REGISTER HERE](#)

K-5 LITERACY	INSTRUCTIONAL LEADERSHIP	INSTRUCTIONAL PRACTICES	SPECIAL EDUCATION	SOCIAL EMOTIONAL BEHAVIORAL HEALTH
<b>K-5 LITERACY</b>				
<small>Please contact COOR Literacy Coach <a href="mailto:Michelle.Ewald@coorisd.net">Michelle Ewald</a> with questions about the offerings listed in this section.</small>				
Title	Scheduling Information	Description	Audience	
 Literacy Quick Hitters Podcast	<b>Session 1</b> Start Date: 09/08/25 End Date: 11/21/25  <b>Session 2</b> Start Date: 01/12/26 End Date: 03/20/26  Facilitator: Asynchronous	Listen to the "Literacy Quick Hitters" Podcast series episodes, explore the recommended resources, and plan how to use the information and strategies in your school or classroom.  Session 1: Episodes 1-5 Session 2: Episodes 6-10	K-12 teachers, instructional coaches, and/or administrators  Up to 16 SCECHs available (8 for each semester)	



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To: Shawn Petri, Superintendent

From: Michael Evans, CTE Director

Date: August 7, 2025

Subject: CATIC Update

**July Facility Upgrades**

In July, the CATIC facility received a small facelift, thanks to a crack filling project completed by Roscommon Area Public Schools (RAPS). This work, along with the dedicated efforts of the RAPS grounds and maintenance crew over the summer, has helped keep the facility looking fresh.

In addition, Hurst Mechanical has been assisting with the repair of a fault in the air conditioning system that serves the CATIC addition. The technicians have identified the problem, and we are currently awaiting a response to a warranty claim and the arrival of replacement parts.

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Director of Operations

**Expanding the Welding Program**

We are moving forward with plans to expand our welding program by adding at least four more welding stations for students. To keep the shop flexible and adaptable, we will utilize mobile welding stations and fume extraction units. We are currently analyzing quotes to determine the most cost-effective solution.

**Upgrading the Air Compressor System**

While the addition of a new construction program is a great benefit for our students and community, it will put a strain on our current air compressor system. The system, which already serves our welding and automotive shops, won't be able to handle the increased demand. To meet this need, we are working with local companies to find the most efficient and cost-effective way to connect a previously purchased, unused air compressor.



# Educational Technology Association

Technology for Learning

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## August 2025 ETA Report

Any questions please contact Josh Hayes, [jhayes@k12eta.org](mailto:jhayes@k12eta.org)

### Tickets (ETA Wide):

- Current Open: 305
- Created this month: 743

### Trainings Provided:

- PowerSchool

### Updates:

- Summer is a critical time for our staff, who spend the break performing essential maintenance like repairing and upgrading hardware, managing networks, and updating software. They also use this period to prepare all school technology for the upcoming academic year, ensuring everything is in perfect working order. This extensive behind-the-scenes work is vital for providing seamless tech support and a functional learning environment once students return.
- We have started the process of configuring all servers for the migration of PowerSchool to Amazon Web Services (AWS). The initial year of AWS hosting will be complimentary, followed by substantial discounts afforded by the MiCloud grant. This transition is anticipated to enhance system stability and standardize billing procedures for participating districts.
- We replaced the phone system at Clare-Gladwin RESD, Beaverton Schools, Clare Public Schools, Farwell Area Schools, Gladwin Community Schools, and Harrison Community schools. The hardware for this replacement was paid out of the 12c grant funds.
- Two times a year we get all the ETA staff together for a meeting. Since we are so spread out now it seems only feasible to do this twice a year. Below is a picture of all the ETA staff in attendance.

Proudly Serving the districts within the COOR ISD, Manistee ISD, West Shore ESD, and Wexford-Missaukee ISD



- We continue attending cyber partner meetings (virtually) to stay informed of the newest threats. We then share this information with all the districts within the four ISD support regions of the ETA.
- Our external vulnerability scanned 113 threats in 1056 locations this month. We have no open vulnerabilities at this time.
- All backups have been verified. Google backups were checked at COOR ISD, Manistee ISD, Wexford Missaukee ISD, and West Shore ESD. Veeam (server) backups have been checked for Crawford AuSable, Manistee ISD, Mason County Central, Mesick, Manton, and West Shore ESD.

# R.O.O.C. Inc.

11018 North Cut Road, Roscommon, MI 48653

[www.rooc.org](http://www.rooc.org)

## MEMORANDUM

To: Shawn Petri  
From: Somer Quinlan  
Re: ROOC Update  
Date: August 7, 2025

There is little to report this month other than the growing excitement as we prepare to return to our building later this month! Staff and clients are eagerly anticipating the transition, and we expect to have more detailed information to share with everyone next week regarding our official return date.

In the meantime, our summer activities have continued to bring joy and connection. Below are some photos capturing some of the fun we've had during the past few weeks. We are looking forward to more seasonal outings, including visits to the Ogemaw County Fair next Tuesday and Thursday. Fingers crossed for continued beautiful weather!



7. Public Participation

- Any person attending the meeting may raise his/her hand during this session of the meeting. Individuals may speak for a maximum of 5 minutes. Groups may speak for a maximum of 15 minutes.

8. Consent Agenda

(A single member's request shall cause an item on the Consent Agenda to be relocated as an Action Item, eligible for discussion and vote that evening.)

A. Approve minutes of previous meeting on July 16, 2025

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## Meeting Minutes

A regular meeting of the Board of Education (the “Board”) was held at 11051 N Cut Rd, Roscommon, MI on Wednesday, July 16, 2025.

### 1. Call to order & Roll Call

President Mangutz called the meeting to order at 6:00 P.M.

Attendance Taken at 6:01 PM. **Present:** Alyssa Faulkner, Ian Faulkner, Jim Gendernalik, James Mangutz DDS, Nancy Persing, **Absent:** Anthony Bair, Kara Mularz.

Attendance Update Taken at 6:03 PM. **Present:** Kara Mularz.

Superintendent Petri, Emily Quinlan, Jane Petri, and Kimberly Murphy were also present.

### 2. Opening Ceremonies

- Pledge of Allegiance

- Mission Statement

*The mission of C.O.O.R. ISD is to deliver expert services, impactful programs, and responsive leadership to our schools and communities.*

### 3. Adopt the Agenda

*Adopt the agenda as presented.* This motion, made by Nancy Persing and seconded by Alyssa Faulkner, Carried.

Anthony Bair: Absent, Kara Mularz: Absent, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Nancy Persing: Yes

Yes: 5, No: 0, Absent: 2

### 4. Department Updates

-Career & Technical Education Department

-Early Childhood Department

-Instructional Services Department

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-K12 ETA (Educational Technology Association)

Ian Faulkner spotlighted Katie Keith’s statement “the process of quality improvement never ends.”

### 5. Public Participation

Emily Quinlan introduced herself as the New School Nurse. She has been updating safety products, such as first aid kits and AEDs.

## 6. Consent Agenda

*Approve the Consent Agenda as amended; removed 6C to approve the MOU with Roscommon Area Public Schools for a Secondary Consultant for the 2025-26 School year and table till August.* This motion, made by Ian Faulkner and seconded by Nancy Persing, Carried.

Anthony Bair: Absent, Kara Mularz: Abstain (With Conflict), Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Nancy Persing: Yes  
Yes: 5, No: 0, Absent: 1, Abstain (With Conflict): 1

6.A. Approve minutes of previous meeting on June 25, 2025

6.B. Approval of Bills for June 2025 totaling \$1,727,216.95

6.C. Approve MOUs for Early Literacy Coaching Grant in the 2025-26 school year for the following districts:

- Crawford AuSable School District
- Houghton Lake Community Schools
- Roscommon Area Public Schools
- West Branch-Rose City Area Schools

and approve the MOU with Roscommon Area Public Schools for a Secondary Consultant for the 2025-26 school year. (this item tabled)

6.D. Approve Memorandums of Understanding for Behavioral Health Services through the 31n grant for the 2025-26 school year:

- MDHHS Agreement
- West Branch-Rose City Schools
- Roscommon Area Public Schools
- Charlton Heston Academy
- Crawford AuSable School District
- Mio AuSable Schools
- Fairview Area Schools
- Houghton Lake Community Schools

6.E. Approve Revenue & Expenditure Reports and the MILAF statement for June 2025

6.F. Approve contract renewal with Fun First Therapy

6.G. Renew subscription for Adobe Creative Cloud in the amount of \$392.06

6.H. Approve amended contract with Robert Gordon, PLLC for June 30, 2025 through June 30, 2027 for physician authorizations for Medicaid services.

6.I. Approve the COOR Educational Center Handbook for 2025-26

## 7. Action Items

### *7.A. Approve an increase to the Educational Technology Association fees to \$148,000 to cover the growing network and server responsibilities as well as staffing (to be invoiced.)*

This motion, made by Kara Mularz and seconded by Alyssa Faulkner, Carried.  
Anthony Bair: Absent, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes,  
James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes  
Yes: 6, No: 0, Absent: 1  
Superintendent Petri stated the increased services is worth investing more in this organization. They bring in a whole team. There is about a 70% increase in the annual contract. Wexford, Clare Gladwin and now Coor. All Districts run through COOR.

### *7.B. Approve a property split to get separate addresses for the leased football field and soccer field so there is no confusion on location for emergency responders in case of an accident.*

This motion, made by Ian Faulkner and seconded by Nancy Persing, Carried.  
Anthony Bair: Absent, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes,  
James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes  
Yes: 6, No: 0, Absent: 1  
There are two separate contracts, one for football and one for soccer.

### *7.C. Update title for Supervisor of Early Childhood to Director of Early Childhood*

This motion, made by Ian Faulkner and seconded by Kara Mularz, Carried.  
Anthony Bair: Absent, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes,  
James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes  
Yes: 6, No: 0, Absent: 1  
Superintendent Petri stated she should be a Director, she has a 260-day contract. This is just a title change.

## 8. Information Items

Superintendent Petri went over the social media report card with the board. There was a reach of 12,291.

Retirees Brenda Vaughn-Ide and Teresa Gertiser will join us at our August 13<sup>th</sup> Board Meeting.

The 2025 Lyle Spaulding Award will be presented to Tanya Wolcott at the Crawford AuSable School Board Meeting on August 11, 2025 at 6:00 PM. Superintendent Petri plans to present the award along with any COOR Board Members who can attend.

On August 26<sup>th</sup>, there will be an all staff meeting at the Northern Event Center. Whoever can attend, please let Becky or Shawn know. Doors open at 8:00 and the meeting starts at 8:30 AM.

The discussion on Board Goals was tabled.

## 9. Superintendent's Report

- Construction CEC – Ian Faulkner said WOW, kudos to Jared for being able to answer all the questions.
- State and Federal Budgets - The State Budget is not completed yet, a lot of back and forth. Superintendent Petri says to focus on the kids and curriculum, and we will handle the budget. There is no need to be fearful.
- Board Policy Work - The Board Policy Committee will meet on the 29th of July to discuss what needs and can be changed. We will walk through all the policy changes together.
- Walk-through of CEC construction project - Superintendent Petri will be there on August 13th at 5:00 PM for a walk-through so any board member that wants to come walk through the building to see the recent changes.
- Individual photos of Board Members - We want to get the website updated with individual pictures of all the board members.

## 10. Communications

### Superintendent Goals 2025-26

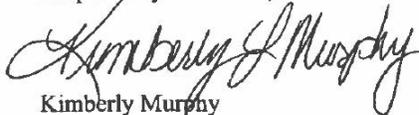
Superintendent Petri identified his top 3 goals as:

1. Start a Bi-Annual Legislative Meeting
2. Communicate and launch Strategic Plan & meet with COOR team to discuss progress
3. Hold student input lunches at COOR & Local Districts

## 11. Adjournment

*Adjourn the meeting.* This motion, made by Jim Gendernalik and seconded by Kara Mularz, Carried. Yes: 6, No: 0, Absent: 1 *Meeting adjourned at 6:58 PM*

Respectfully submitted,



Kimberly Murphy  
Recording Secretary



Ian Faulkner  
Board Secretary

B. Approval of Bills for July 2025  
totaling \$2,012,095.13

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# A/P Check Register

Printed: 08/05/2025 7:08:10AM  
 COOR ISD  
 Check Date: 7/1/2025 to 7/31/2025

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total	
142266	MATT GUBANCSIK	9197	07/16/2025	105849	(500.00)	0.00	(500.00)	
			<b>Void by KLM on 7/16/2025</b>					
142246	ROOSEN, VARCHETTI, & OLIVER PLLC	9188	07/07/2025	106319	10.61	0.00	10.61	
			<b>Void by CLM on 7/7/2025</b>					
20310	UNITED WAY OF ROSCOMMON COUNTY	93	07/03/2025	106466	2.00	0.00	2.00	
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	99	07/01/2025	106489	434.40	0.00	434.40	
4440	CRAWFORD AUSABLE SD	627	07/01/2025	106490	174,647.03	0.00	174,647.03	
141697	FUN FIRST THERAPY PLLC	627	07/01/2025	106491	1,325.25	0.00	1,325.25	
141941	HELEN SHASTAL	627	07/01/2025	106492	345.00	0.00	345.00	
142106	KASSIDY QUIGLEY	627	07/01/2025	106493	87.20	0.00	87.20	
141656	MARK A SLOANE DO PC	627	07/01/2025	106494	562.50	0.00	562.50	
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	625	07/01/2025	106495	1,745.78	0.00	1,745.78	
142107	AXIUM SERVICES INC	625	07/01/2025	106496	10,880.42	0.00	10,880.42	
142191	HIGGINS LAKE STORAGE	625	07/01/2025	106497	100.00	0.00	100.00	
141673	ISCORP	625	07/01/2025	106498	7,140.96	0.00	7,140.96	
5155	LI'L WILLIES	625	07/01/2025	106499	115.00	0.00	115.00	
12420	MAISA	625	07/01/2025	106500	4,991.29	0.00	4,991.29	
12340	MASB	625	07/01/2025	106501	3,901.19	0.00	3,901.19	
12341	MASB-SEG PROPERTY CASUALTY POOL INC	625	07/01/2025	106502	80,370.00	0.00	80,370.00	
12880	MESSA	625	07/01/2025	106503	93,342.35	0.00	93,342.35	
13160	MSBO	625	07/01/2025	106507	750.00	0.00	750.00	
2445	PAUL H BROOKES PUBLISHING CO INC	625	07/01/2025	106508	499.95	0.00	499.95	
141875	RADIO NORTH LLC	625	07/01/2025	106509	1,500.00	0.00	1,500.00	
142168	RED ROVER TECHNOLOGIES	625	07/01/2025	106510	9,150.66	0.00	9,150.66	
17870	SEG WORKERS COMPENSATION FUND	625	07/01/2025	106511	3,544.00	0.00	3,544.00	
18154	SKYWARD ACCOUNTING DEPT	625	07/01/2025	106512	50,250.07	0.00	50,250.07	
18832	STATE OF MICHIGAN	625	07/01/2025	106513	180.00	0.00	180.00	
19800	THRUN LAW FIRM P.C.	625	07/01/2025	106514	2,750.00	0.00	2,750.00	
4100	CONSUMERS ENERGY PAYMENT CENTER	628	07/03/2025	106515	73.09	0.00	73.09	
4470	CRWFD CNTY TRANSP AUTH	628	07/03/2025	106516	1,344.00	0.00	1,344.00	
5096	DEWEY'S AUTO REPAIR	628	07/03/2025	106517	152.61	0.00	152.61	
8420	EAST HIGGINS LAKE TRUE VALUE	628	07/03/2025	106518	50.81	0.00	50.81	
142113	GOOGLE VOICE INC	628	07/03/2025	106519	96.89	0.00	96.89	
7552	GRAYLING COOPERATIVE PRESCHOOL, INC.	628	07/03/2025	106520	118,876.01	0.00	118,876.01	
141969	HARDWOOD HILLS CONSTRUCTION INC	628	07/03/2025	106521	21,107.70	0.00	21,107.70	
142306	HOCK PAINTING INC	628	07/03/2025	106522	5,772.60	0.00	5,772.60	
141911	INTEGRITY CONSTRUCTION SERVICES	628	07/03/2025	106523	42,461.92	0.00	42,461.92	
141970	JE JOHNSON CONTRACTING INC	628	07/03/2025	106524	111,294.00	0.00	111,294.00	
10020	KEENAN THERAPEUTICS PC	628	07/03/2025	106525	1,487.09	0.00	1,487.09	
142172	MASTER ELECTRIC INC	628	07/03/2025	106526	37,631.23	0.00	37,631.23	
142248	NEMI FAMILY RESOURCE CENTER	628	07/03/2025	106527	195.00	0.00	195.00	
142284	PINNACLE ABATEMENT & RENOVATIONS LLC	628	07/03/2025	106528	34,625.89	0.00	34,625.89	
142293	RITSEMA ASSOCIATES	628	07/03/2025	106529	52,992.00	0.00	52,992.00	
7161	ROSCOMMON AREA PUBLIC SCHOOLS	628	07/03/2025	106530	3,393.59	0.00	3,393.59	
142305	STRAUS MASONRY	628	07/03/2025	106531	39,587.94	0.00	39,587.94	

# A/P Check Register

Printed: 08/05/2025 7:08:10AM

COOR ISD

Check Date: 7/1/2025 to 7/31/2025

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141931	CHRISTINA PUDVAN	630	07/10/2025	106532	2,058.11	0.00	2,058.11
19631	CHRISTINA TAPPAN	630	07/10/2025	106533	220.68	0.00	220.68
4100	CONSUMERS ENERGY PAYMENT CENTER	630	07/10/2025	106534	131.05	0.00	131.05
141892	DEALERS SUPPLY COMPANY	630	07/10/2025	106535	94.35	0.00	94.35
142008	DEANNA EARNHARDT	630	07/10/2025	106536	34.48	0.00	34.48
11056	DESIREE LIPSKI	630	07/10/2025	106537	233.00	0.00	233.00
141981	HEATHER SHARPE	630	07/10/2025	106538	232.40	0.00	232.40
141941	HELEN SHASTAL	630	07/10/2025	106539	252.60	0.00	252.60
20457	KATHRYN VANWORMER WALDIE	630	07/10/2025	106540	150.80	0.00	150.80
141488	KATIE HARRIS	630	07/10/2025	106541	873.70	0.00	873.70
10030	KATIE KEITH	630	07/10/2025	106542	7.84	0.00	7.84
142036	KYM NARAYANA	630	07/10/2025	106543	103.50	0.00	103.50
141288	MELANIE GREEN	630	07/10/2025	106544	30.00	0.00	30.00
11598	MELISSA MAEDER	630	07/10/2025	106545	629.90	0.00	629.90
142077	MICHELLE CULTON EKSTROM	630	07/10/2025	106546	210.00	0.00	210.00
141775	MICHELLE EWALD	630	07/10/2025	106547	86.00	0.00	86.00
15351	MICHELLE PATTERSON	630	07/10/2025	106548	35.00	0.00	35.00
14205	NCS PEARSON, INC.	630	07/10/2025	106549	76.00	0.00	76.00
14631	NMCAA	630	07/10/2025	106550	796.87	0.00	796.87
14890	OGEMAW COUNTY PUBLIC TRANSIT	630	07/10/2025	106551	108.00	0.00	108.00
141711	PURITY CYLINDER GASES INC	630	07/10/2025	106552	1,393.60	0.00	1,393.60
141124	REBEKAH SEELow	630	07/10/2025	106553	115.40	0.00	115.40
142299	SALENA LASKOWSKI	630	07/10/2025	106554	15.00	0.00	15.00
141208	SOMER QUINLAN	630	07/10/2025	106555	50.00	0.00	50.00
141994	STACY SHAFTO	630	07/10/2025	106556	53.80	0.00	53.80
20152	TAMMY TYLER	630	07/10/2025	106557	356.20	0.00	356.20
141944	TRACEY STEIN	630	07/10/2025	106558	122.40	0.00	122.40
21181	WEST BRANCH ROSE CITY SCHOOL DISTRICT	630	07/10/2025	106559	65,921.19	0.00	65,921.19
142216	ACD.NET	629	07/10/2025	106560	689.71	0.00	689.71
141200	AMAZON CAPITAL SERVICES INC	629	07/10/2025	106561	738.07	0.00	738.07
141145	AUSABLE MEDIA GROUP LLC	629	07/10/2025	106562	406.00	0.00	406.00
142289	AUXIOM	629	07/10/2025	106563	15,435.03	0.00	15,435.03
2554	BECKY BUNN	629	07/10/2025	106564	315.00	0.00	315.00
2750	CARF	629	07/10/2025	106565	8,480.00	0.00	8,480.00
4400	CRAF CENTER	629	07/10/2025	106566	2,400.00	0.00	2,400.00
4580	CRISIS PREVENTION INSTITUTE	629	07/10/2025	106567	200.00	0.00	200.00
5096	DEWEY'S AUTO REPAIR	629	07/10/2025	106568	314.89	0.00	314.89
142308	EMILY QUINLAN	629	07/10/2025	106569	154.00	0.00	154.00
6598	FOXBRING SOLUTIONS LLC	629	07/10/2025	106570	1,800.00	0.00	1,800.00
6650	FREDERIC TOWNSHIP	629	07/10/2025	106571	497.58	0.00	497.58
6781	FRONTIER	629	07/10/2025	106572	371.41	0.00	371.41
141918	GERRISH TOWNSHIP	629	07/10/2025	106573	125.00	0.00	125.00
141925	HILTON GARDEN INN LANSING WEST HOTEL	629	07/10/2025	106574	136.74	0.00	136.74
142106	KASSIDY QUIGLEY	629	07/10/2025	106575	66.00	0.00	66.00
12280	MAASE	629	07/10/2025	106576	640.00	0.00	640.00
141288	MELANIE GREEN	629	07/10/2025	106577	241.00	0.00	241.00
13651	MIO AUSABLE SCHOOL DISTRICT	629	07/10/2025	106578	4,499.40	0.00	4,499.40
2445	PAUL H BROOKES PUBLISHING CO INC	629	07/10/2025	106579	248.00	0.00	248.00
141425	SUNNY SPOT	629	07/10/2025	106580	1,000.00	0.00	1,000.00
20970	WM CORPORATE SERVICES INC	629	07/10/2025	106581	171.07	0.00	171.07
141468	WPS Publishing	629	07/10/2025	106582	104.50	0.00	104.50
19978	TSA CONSULTING GROUP INC	93	07/18/2025	106583	2,820.00	0.00	2,820.00
20310	UNITED WAY OF ROSCOMMON COUNTY	93	07/18/2025	106584	2.00	0.00	2.00

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# A/P Check Register

Printed: 08/05/2025 7:08:10AM

COOR ISD

Check Date: 7/1/2025 to 7/31/2025

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
12880	MESSA	99	07/15/2025	106585	8,132.34	0.00	8,132.34
4900	DEAN TRANSPORTATION INC	634	07/16/2025	106586	122.38	0.00	122.38
8791	HOUGHTON LAKE COMMUNITY SCHOOL	634	07/16/2025	106587	993.16	0.00	993.16
141880	KINGSCOTT ASSOCIATES INC	634	07/16/2025	106588	8,359.29	0.00	8,359.29
16380	RAVEN ANALYTICAL LAB	634	07/16/2025	106589	90.00	0.00	90.00
225	AFLAC	99	07/23/2025	106590	742.20	0.00	742.20
142151	ALL CAMPUS SECURITY	633	07/24/2025	106591	5,552.32	0.00	5,552.32
142254	ALYSSA FAULKNER	633	07/24/2025	106592	30.00	0.00	30.00
141200	AMAZON CAPITAL SERVICES INC	633	07/24/2025	106593	1,651.33	0.00	1,651.33
142289	AUXIOM	633	07/24/2025	106595	15,772.20	0.00	15,772.20
142107	AXIUM SERVICES INC	633	07/24/2025	106596	10,880.41	0.00	10,880.41
2554	BECKY BUNN	633	07/24/2025	106597	15.50	0.00	15.50
142276	COOKS COFFEE NOOK	633	07/24/2025	106598	180.00	0.00	180.00
4400	CRAF CENTER	633	07/24/2025	106599	2,400.00	0.00	2,400.00
141894	CULLIGAN WATER CONDITIONING	633	07/24/2025	106600	24.00	0.00	24.00
5096	DEWEY'S AUTO REPAIR	633	07/24/2025	106601	507.35	0.00	507.35
5385	DTE ENERGY	633	07/24/2025	106602	100.93	0.00	100.93
142203	EASTERN MICHIGAN UNIVERSITY	633	07/24/2025	106603	8,268.00	0.00	8,268.00
142171	ELECTUDE USA LLC	633	07/24/2025	106604	4,866.50	0.00	4,866.50
142218	ELEVATE THERAPY COMPANY	633	07/24/2025	106605	2,760.00	0.00	2,760.00
141738	GILL-ROY'S HARDWARE	633	07/24/2025	106606	51.78	0.00	51.78
8791	HOUGHTON LAKE COMMUNITY SCHOOL	633	07/24/2025	106607	2,848.00	0.00	2,848.00
6195	IAN FAULKNER	633	07/24/2025	106608	33.15	0.00	33.15
11870	INCOMPASS MICHIGAN	633	07/24/2025	106609	480.00	0.00	480.00
142229	INTERNATIONAL PLASTICS	633	07/24/2025	106610	63.68	0.00	63.68
9380	IOSCO COUNTY CTC	633	07/24/2025	106611	0.00	0.00	0.00
<b>Void by KLM on 7/24/2025</b>							
9025	JIM GENDERNALIK	633	07/24/2025	106612	69.20	0.00	69.20
71225	JOSEPH MOORE	633	07/24/2025	106613	324.50	0.00	324.50
141343	KARA MULARZ	633	07/24/2025	106614	83.20	0.00	83.20
10020	KEENAN THERAPEUTICS PC	633	07/24/2025	106615	1,303.28	0.00	1,303.28
10690	LAKESHORE LEARNING MTL	633	07/24/2025	106616	1,863.10	0.00	1,863.10
142310	MASPA	633	07/24/2025	106617	200.00	0.00	200.00
142266	MATT GUBANCSIK	633	07/24/2025	106618	500.00	0.00	500.00
12880	MESSA	633	07/24/2025	106619	98,984.72	0.00	98,984.72
15652	NANCY PERSING	633	07/24/2025	106623	56.60	0.00	56.60
141765	NORTHERN MICHIGAN EVENT BANQUET CENTER LLC	633	07/24/2025	106624	939.95	0.00	939.95
15585	PELION BENEFITS, INC.	633	07/24/2025	106625	250.00	0.00	250.00
16250	QUILL CORP	633	07/24/2025	106626	440.17	0.00	440.17
16390	RAY'S PARTS CENTER	633	07/24/2025	106627	3.39	0.00	3.39
19081	ROBERT J GORDON DOFAA-INS PLLC	633	07/24/2025	106628	24.00	0.00	24.00
17880	SEHI COMPUTER PRODUCTS INC	633	07/24/2025	106629	254.00	0.00	254.00
142314	SHANNON MENCH	633	07/24/2025	106630	206.17	0.00	206.17
142313	SHERRY NICKERT	633	07/24/2025	106631	1,173.59	0.00	1,173.59
141884	TRUGREEN COMMERCIAL	633	07/24/2025	106632	252.19	0.00	252.19
142309	VIVERO INDUSTRIES	633	07/24/2025	106633	2,150.00	0.00	2,150.00
9385	IOSCO RESA	636	07/24/2025	106634	129,602.79	0.00	129,602.79
142022	ARTESIA YOUTH PARK	637	07/24/2025	106635	1,000.00	0.00	1,000.00
142235	AT&T MOBILITY	635	07/24/2025	106636	38.23	0.00	38.23
4470	CRWFD CNTY TRANSP AUTH	635	07/24/2025	106637	1,520.00	0.00	1,520.00
4900	DEAN TRANSPORTATION INC	635	07/24/2025	106638	283.04	0.00	283.04
6110	FAIRVIEW AREA SCH DIST	635	07/24/2025	106639	45,129.31	0.00	45,129.31
14545	NEMCSA	635	07/24/2025	106640	49,148.53	0.00	49,148.53
16155	PUBLIC CONSULTING GROUP, INC	635	07/24/2025	106641	16,056.45	0.00	16,056.45

# A/P Check Register

Printed: 08/05/2025 7:08:10AM  
 COOR ISD  
 Check Date: 7/1/2025 to 7/31/2025

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
8791	HOUGHTON LAKE COMMUNITY SCHOOL	638	07/24/2025	106642	137,375.50	0.00	137,375.50
8392	CHARLTON HESTON ACADEMY	639	07/28/2025	106644	102,840.70	0.00	102,840.70
3270	CWMAIA	639	07/28/2025	106645	200.00	0.00	200.00
142191	HIGGINS LAKE STORAGE	640	07/28/2025	106646	100.00	0.00	100.00
10690	LAKESHORE LEARNING MTL	640	07/28/2025	106647	696.35	0.00	696.35
5155	LI'L WILLIES	640	07/28/2025	106648	115.00	0.00	115.00
13073	MPAAA	640	07/28/2025	106649	3,000.00	0.00	3,000.00
20571	VERIZON WIRELESS	640	07/28/2025	106650	1,300.10	0.00	1,300.10
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	99	07/29/2025	106651	369.14	0.00	369.14
141105	HEALTH EQUITY	94	07/03/2025	201705486	0.00	2,433.51	2,433.51
20245	US TREASURY	94	07/03/2025	201705487	0.00	42,178.60	42,178.60
20245	US TREASURY	94	07/03/2025	201705488	0.00	125.73	125.73
141103	ORS	94	07/11/2025	201705489	0.00	73,727.24	73,727.24
142166	JPMORGAN CHASE BANK NA	631	07/01/2025	201705490	0.00	2,565.91	2,565.91
142167	BMO	632	07/08/2025	201705491	0.00	5,671.75	5,671.75
141105	HEALTH EQUITY	94	07/18/2025	201705492	0.00	2,583.51	2,583.51
141106	MICHIGAN DEPT OF TREASURY	94	07/18/2025	201705493	0.00	13,760.23	13,760.23
20245	US TREASURY	94	07/18/2025	201705494	0.00	40,400.81	40,400.81
141103	ORS	94	07/25/2025	201705495	0.00	74,835.20	74,835.20
20245	US TREASURY	96	07/25/2025	201705496	0.00	2,207.38	2,207.38
141785	ORS UAAL	94	07/25/2025	201705497	0.00	43,312.24	43,312.24
<b>Report Totals</b>					<u>\$1,708,293.02</u>	<u>\$303,802.11</u>	<u>\$2,012,095.13</u>

C. Approve Revenue & Expenditure  
Reports for July 2025

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**Revenue and Expenditure Report  
ROOC FUND  
7/31/2025**

Revenue

	JULY Activity	Open Encumberance	Year to Date	Adopted Budget
INTEREST	-	-	-	200
PRODUCTION	-	-	-	39,700
DONATIONS	-	-	-	10,600
GRANTS	-	-	-	-
SERVICES	-	-	-	1,020,000
STATE	-	-	-	70,923
Total Revenue	-	-	-	1,141,423

Expense

232	Program Administration	24,130	5,853	24,130	204,774
252	Fiscal Services	1,429	711	1,429	19,597
259	Other Business Services	3,314	-	3,314	3,314
261	Operations Buildings Services	23,200	953	23,200	94,858
271	Transportation	7,180	-	7,180	66,658
284	Technology	-	116	-	1,000
289	Consumers	2,524	1,167	2,524	77,409
290	Staff Retention	-	-	-	500
321	Summer Work Program	27,071	6,023	27,071	63,073
391	Direct Care Workers and Supervision	31,110	14,293	31,110	544,282
	Total Expense	119,957	29,117	119,957	1,075,465

Revenues over Expenses

(119,957)

8/4/2024  
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**Revenue and Expenditure Report  
CAREER TECH FUND  
7/31/2025**

Revenue		July Activity	Open Encumbrance	Year to Date	Adopted Budget
4000	PERKINS	-	-	-	163,254
3440	61 A	-	-	-	360,640
3550	61 B	-	-	-	447,792
3790	61 C	-	-	-	2,915
0000	CTE	-	-	-	851,100
Total Revenue		-	-	-	1,825,701

Expense		July Activity	Open Encumbrance	Year to Date	Adopted Budget
4000	PERKINS	-	-	-	163,254
3440	61 A	5,112.50	1,661.52	5,112.50	360,640
3550	61 B	-	-	-	447,792
3790	61 C	-	-	-	2,915
0000	CTE	42,914.18	11,471.54	42,914.18	1,040,441
Total Expense		48,026.68	13,133.06	48,026.68	2,015,042

Revenues over Expenses (48,027)

8/4/2025  
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**Revenue and Expenditure Report**  
**SPECIAL EDUCATION FUND**  
**7/31/2025**

Revenue		JULY Activity	Open Encumbrance	Year to Date	Adopted Budget
100	Revenue from Local Sources	96,575	-	96,575	3,879,280
300	Revenue from State Sources	-	-	-	3,589,240
400	Revenues from Federal Sources	-	-	-	2,284,364
500	Incoming Transfers and Other Transactions	-	-	-	1,891,118
600	Fund Modifications (Other Operating Transfers In)	-	-	-	3,250,000
Total Revenue		96,575	-	96,575	14,894,002

Expense		JULY Activity	Open Encumbrance	Year to Date	Adopted Budget
122	Instruction	96,005	32,744	96,005	2,741,172
212	Early On	7,912	2,345	7,912	464,751
213	Health Services	23,543	10,208	23,543	847,651
214	Psychological Services	7,526	1,456	7,526	374,987
215	Speech Pathology and Audiology Services	13,058	1,262	13,058	1,037,818
216	Social Work Services	5,422	269	5,422	375,939
217	Visual Aid Services	-	-	-	20,000
218	Teacher Consultant-Special Education Programs	87	2,211	87	-
221	Improvement of Instruction	-	-	-	11,250
226	Supervision and Direction of Instructional Staff	43,356	32,770	43,356	500,214
231, 232, 252	Board of Education, Fiscal, Executive	26,762	7,821	26,762	263,825
241	Office of the Principal	17,400	6,799	17,400	225,494
249	Graduation Supplies and Materials	-	194	-	1,000
259	Other Business Services	6,657	-	6,657	11,658
261	Operations Buildings Services	47,024	2,850	47,024	293,757
271	Pupil Transportation Services	22,751	2,006	22,751	1,246,580
281	Planning, Research, Development, and Evaluation	15,413	6,058	15,413	176,060
284	Information Management Services	254	3,562	254	19,500
299	Staff Appreciation	-	-	-	2,000
371	Non-Public School Pupils	-	-	-	40,000
411	Payments to LEAs	-	-	-	2,210,753
441	Payments to Other Govern. Entities	-	-	-	49,000
456	Building Improvements Services	21,325	-	21,325	3,538,500
511	Debt Services	-	-	-	407,558
Total Expense		354,493	112,556	354,493	14,859,464

Revenues over Expenses

(257,918)

8/4/2024  
10:51 AM

**Revenue and Expenditure Report  
GENERAL FUND  
7/31/2025**

Revenue		JULY Activity	Open Encumbrance	Year to Date	Adopted Budget
100	Revenue from Local Sources	33,081	-	33,081	1,430,507
300	Revenue from State Sources	-	-	-	6,718,722
400	Revenues from Federal Sources	-	-	-	974,431
500	LEAs	3,125	-	3,125	329,498
600	Fund Modifications (Transfers In)	-	-	-	-
Total Revenue		36,206	-	36,206	9,453,159

Expense		JULY Activity	Open Encumbrance	Year to Date	Adopted Budget
125	Compensatory Education	-	-	-	3,641
211	Truancy	-	-	-	5,000
212	Guidance Services	-	-	-	30,000
213	Behavioral Services	14,723	5,313	14,723	313,062
216	Social Work Services	29,054	12,144	29,054	759,438
221	Improvement of Instruction	43,940	21,274	43,940	1,041,470
226	Supervision of Instructional Staff	19,995	9,938	19,995	339,171
231	Board of Education	4,271	201	4,271	88,961
232	Executive Administration	49,172	15,863	49,172	551,590
252	Fiscal Services	24,337	8,868	24,337	343,055
259	Other Business Services	1,879	-	1,879	3,879
261	Operations Buildings Services	11,217	2,018	11,217	126,558
266	Security Services	-	-	-	1500
283	Staff/Personnel Services	-	-	-	5,000
284	Information Management Services	75,864	-	75,864	326,250
285	Pupil Accounting	10,554	3,645	10,554	104,352
299	Other Support Services	940	161	940	3,500
311	Community Services Direction	17,571	5,614	17,571	209,983
331	Community Activities	2,480	-	2,480	113,585
351	Custody and Care of Children	53,494	38,795	53,494	668,649
411	Payments to LEAs GSRP	-	-	-	3,096,496
445	TRAILS GRANT SEC 31 P	-	-	-	223,214
456	Building Improvements Services	-	-	-	15,000
626	Fund Modifications (Transfers Out)	-	-	-	530,000
Total Expense		359,491	123,833	359,491	8,903,354

Revenues over Expenses

(323,284)

8/4/2025  
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**MILAF+**

Michigan Liquid  
Asset Fund Plus

**Account Statement**

For the Month

**C.O.O.R. INTERMEDIATE SCHOOL DISTRICT - General Fund - 203740**

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction
<b>MILAF+ MAX Class</b>				
<b>Opening Balance</b>				
07/31/25	08/01/25	Accrual Income Div Reinvestment - Distributions	1.00	15,048.77

**Closing Balance**

	Month of July	Fiscal YTD July-July		
<b>Opening Balance</b>	4,127,294.07	4,127,294.07	<b>Closing Balance</b>	4,142,342.84
<b>Purchases</b>	15,048.77	15,048.77	<b>Average Monthly Balance</b>	4,127,779.51
<b>Redemptions (Excl. Checks)</b>	0.00	0.00	<b>Monthly Distribution Yield</b>	4.29%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>4,142,342.84</b>	<b>4,142,342.84</b>		
<b>Cash Dividends and Income</b>	15,048.77	15,048.77		

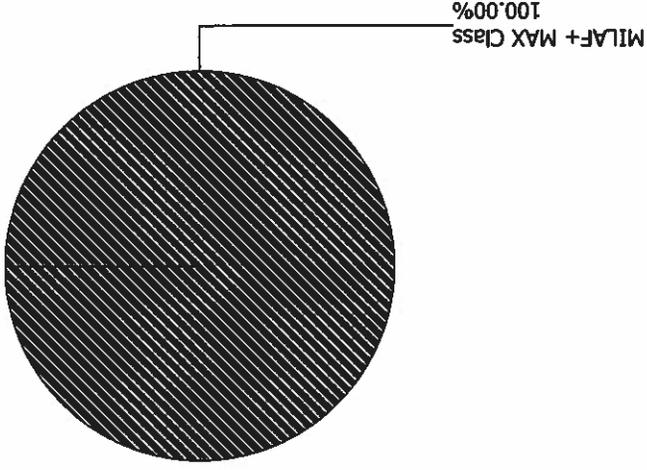


**C.O.O.R. INTERMEDIATE SCHOOL DISTRICT - General Fund - 203740**

**Account Statement - Transaction Summary**

For the Month

Asset Summary		MILAF+ MAX Class	
Opening Market Value	4,127,294.07	4,127,294.07	
Purchases	15,048.77	15,048.77	
Redemptions	0.00	0.00	
Unsettled Trades	0.00	0.00	
Change in Value	0.00	0.00	
<b>Closing Market Value</b>	<b>\$4,142,342.84</b>	<b>\$4,142,342.84</b>	
Cash Dividends and Income	15,048.77		



Asset Allocation	
MILAF+ MAX Class	4,142,342.84
<b>Total</b>	<b>\$4,142,342.84</b>

July 31, 2025

D. Approve a new Cardiac Emergency Response Plan (CERP) for the district as presented.

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## **Cardiac Emergency Response Plan (CERP)**

### **Components of the Plan**

#### **A. Use and Maintenance of Automated External Defibrillators (AEDs)**

##### **1. AED Location(s): *Clear and visible signage posted to identify AED Locations***

- There is one AED located at the following locations:
  - i. C.O.O.R. Educational Center (CEC)
  - ii. C.O.O.R. ISD Central Office
  - iii. ROOC Inc
  - iv. C.O.O.R. Adult Transition Center (ATC)
- There are two (2) AEDs located at the following Location:
  - i. C.O.O.R. Advanced Technical Innovation Center (CATIC)

##### **2. Maintenance Protocol:**

- Weekly checks by school nurse or designated staff
- Battery and pads replaced per manufacturer's recommendations
- Maintenance logs will be present at each AED location.
  - i. Full log forms should be sent to the Educational Center Front Office for storage and retention.

#### **B. Cardiac Emergency Response Team (CERT)**

##### **1. Team Members Include:**

- School Principal or Designee
- School Nurse
- Trained Teachers and School Staff within the vicinity of the incident.

##### **2. Team Responsibilities:**

- Immediate response to cardiac emergencies
- Retrieval and use of AED
- Activation of EMS (911)
- Real time completion of incident report
- Crowd control and scene management
- Communication with emergency contacts and administration



## **Cardiac Emergency Response Plan (CERP)**

### **C. Communication Plan**

#### **1. Internal Communication Tools:**

- Walkie-talkies
- Staff cell phones
- Overhead announcement for cardiac emergencies
  - i. **“Attention Educational Center Staff, HOLD - Cardiac Emergency Response needed at (State Location of Emergency)” -State twice before concluding announcement.**

#### **2. Emergency Notification Protocol:**

- Notify 911 immediately
- Alert internal CERT via intercom, walkie talkie, or group message
- Provide access and guide EMS personnel upon arrival

### **D. CPR and AED Training Plan**

#### **1. Staff Training:**

- Biannual certification/re-certification in CPR/AED for all Educational Center staff
- Conduct a cardiac emergency drill at least once per year

### **E. Integration with Local Emergency Response System**

#### **1. Partnerships:**

- Local Responding EMS team
- Local Fire Departments
- Local Police Departments
- Michigan State Police (as applicable)

### **F. Annual Review and Evaluation**

#### **1. Review Committee:**

- School Administrator/Director
- Principal
- School Nurse
- CERT Lead (If Different from School Nurse or Principal)

#### **2. Review Process:**

- Assess training participation, AED readiness, incident reports (As Applicable)
- Make necessary updates to the plan and training materials



## **Cardiac Emergency Response Plan (CERP)**

- Submit documentation to the Principal's office for retention

E. Approve an updated Student and  
Parent Handbook for the COOR  
Educational Center

31



# C.O.O.R.

## EDUCATIONAL CENTER

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Crawford • Oscoda • Ogemaw • Roscommon

***2025-2026***

Center-Based Program Student/Parent Handbook

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## LETTER TO GUARDIANS

Dear Parents, Students and Guardians,

The Parent/Student Handbook was developed to answer many commonly asked questions about C.O.O.R. ISD schools and programs. This handbook contains important information that students and families participating in the C.O.O.R. ISD center-based programs are likely to need to ensure a successful school year. Throughout the handbook, the term “parents” refers to parents, legal guardians, or other persons who have agreed to assume school–related responsibility for a student.

The handbook summarizes and aligns with school district policies, administrative guidelines, state and federal regulations and student code of conduct. Policy adoption and revision is an ongoing process. If the handbook is ambiguous or conflicts with district policies and guidelines, the district policies and guidelines take precedence over the handbook. Changes in policy that affect student handbook provisions will be communicated via memos or other means to students and parents. These changes will generally supersede the provisions found in this handbook and those made obsolete by any newly adopted policy. This handbook is effective immediately and supersedes any prior handbook and other written materials on the same subjects.

Please become familiar with the enclosed information and keep the handbook available for frequent reference. If you have questions that are not addressed in this handbook, you are encouraged to contact the school principal. After reading the handbook, please sign the acknowledgement form on the last page and return the signed form to your child’s school within one week of receipt. We appreciate your support of your child’s education and look forward to working with you to make this school year a success!

Sincerely,



Joseph Moore, M.Ed  
Principal/Special Education Supervisor  
C.O.O.R. Educational Center/Adult Transition Center

### **C.O.O.R. ISD Program Leadership**

Joseph Moore, School Principal	(989) 275-9583
Melisa Akers, Director of Special Education	(989) 275-9562
Kerri Smitz, Transition Coordinator	(989) 275-2917
Nicole Grace, Compliance Monitor	(989) 275-9528
Shawn Petri, ISD Superintendent	(989) 275-9520

## OVERVIEW

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

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

The rules and information provided in this handbook may be supplemented or amended by the administration at any time, consistent with applicable law and policy. Policies and guidelines of the C.O.O.R. ISD Board of Education are periodically reviewed and updated in response to changes in the law and other circumstances. Complete policy documentation can be found on the district’s website at [www.coorisd.net](http://www.coorisd.net) or by contacting the C.O.O.R. administration office or the school principal.

## C.O.O.R. ISD PHILOSOPHY

The C.O.O.R. Educational Center (CEC) is an educational institution providing specialized services to students who are Moderate to Severely Cognitively Impaired (CI) within the C.O.O.R. ISD service area. The CEC provides services for approximately 75 students.

Programs for students with Severe Cognitive Impairments (SCI) and Severe Multiple Impairments (SXI) are divided into two classrooms: Intermediate and Secondary. Programs for students with Moderate Cognitive Impairments (MoCI) are divided into five classrooms: Primary, Elementary, Intermediate, Secondary, and Adult. All programs are housed at the C.O.O.R. Educational Center and in downtown Roscommon at the CRAF Center.

Students attending the centralized programs at the CEC, participate in educational programming based on a functional skills curriculum that is focused on [Michigan’s Alternate Content Expectations/Essential Elements](#). This allows the Center to provide students with a realistic set of achievable expectations, which mirror the Michigan Curriculum framework.

Keeping with the functional skills curriculum concept, the purpose of the educational process at the center is to facilitate the student’s success in the larger community. The CEC experience provides an extensive set of age appropriate, community-based educational activities focusing on hands-on participation. Programming for primary and secondary age students includes the development of communication skills, self-care skills, daily living skills, socialization skills, physical education, pre-vocational education and vocational education. Adult students are provided with a very intense set

of community-based training experiences designed to provide a coordinated set of activities between the school and adult service providers. These activities include pre-vocational training, work-study, self-determination skills, integration of community skills, and assistance in developing an adult living plan, with referral to agencies such as Michigan Rehabilitation Services, Community Mental Health, and other public or private agencies that can assist the student.

**CEC/ATC Mission:** Empowering students' independence by teaching them communication, life skills, academics, self-advocacy, and success.

**C.O.O.R. ISD Mission:** C.O.O.R. ISD provides programs and services with our partners to support the current and emerging teaching and learning needs of our schools and communities.

## **IMPORTANT DISTRICT INFORMATION**

District Website:

[www.coorisd.net](http://www.coorisd.net)

C.O.O.R. ISD Board Policies:

<https://meetings.boardbook.org/Public/Organization/1970>

Location Addresses:

### **Administration Office**

11051 North Cut Rd, Roscommon, MI 48653

Office Hours: 8:00 a.m. – 4:00 p.m.

Superintendent: Shawn Petri, Phone: 989-275-9520

Director of Special Education: Melisa Akers, Phone: 989-275-9562

### **C.O.O.R. Educational Center (CEC)**

11018 North Cut Rd, Roscommon, MI 48653

School Day Office Hours: 8:00 a.m. – 4:00 p.m.

Phone: 989-275-9550

Principal: Joe Moore

### **C.O.O.R. Adult Transition Center (ATC) - Program Satellite Location**

606 Lake St, Roscommon, MI 48653

School Day Office Hours: 8:00 a.m. – 4:00 p.m.

Phone: 989-275-9550

Principal: Joe Moore

# 2025-2026 C.O.O.R. Educational Center Calendar (Updated 4/29/2025)

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
SCI-19 Staff-0 MoCI-0						

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
SCI-1 Staff-3 MoCI-0						

September 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
SCI-21 Staff-21 MoCI-21						

October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
SCI-22 Staff-23 MoCI-22						

November 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
SCI-17 Staff-18 MoCI-17						

December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
SCI-14 Staff-15 MoCI-14						

January 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
SCI-20 Staff-20 MoCI-20						

February 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
SCI-19 Staff-20 MoCI-19						

March 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
SCI-18 Staff-19 MoCI-18						

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
SCI-17 Staff-18 MoCI-17						

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
SCI-20 Staff-20 MoCI-20						

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
SCI-12 Staff-13 MoCI-12						

SCI Classrooms
School in Session
Prof. Development
No School/Holiday
Staff Collaboration

## **EMERGENCY SCHOOL CLOSING PROCEDURES**

In the event that school is canceled, delayed or closed early because of inclement weather or some other event, school officials will notify local media (9 & 10) and post an announcement on the C.O.O.R. ISD Facebook page. An all call will also be sent out to all families via phone, text, and/or email. Please make sure your contact information is always kept up to date with the school office.

With our first snowfall of the season comes confusion about snow days. Closing of school because of weather conditions or mechanical failure will be broadcasted on 9 & 10.

When Roscommon Area Public Schools are closed, C.O.O.R. ISD programs are also closed. If the CEC is open but the local district in which you reside cancels school, transportation will not be provided. You may choose to transport your child to school; however, you are responsible for transportation at dismissal as well.

### **Dean Transportation:**

For questions regarding busing for the C.O.O.R. Educational Center, please contact Dean Transportation at 989-275-9531.

## **NOTICE OF NON-DISCRIMINATION**

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

The District prohibits unlawful discrimination, including unlawful harassment and retaliation. The District will investigate all allegations of unlawful discrimination and will take appropriate action, including discipline, against any person who, following an investigation, is determined to have engaged in unlawful discrimination.

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

- Race, color, and national origin harassment can take many forms, including, but not limited to, slurs, taunts, stereotypes, or name-calling, as well as racially motivated physical threats, attacks, or other hateful conduct. Harassment based on ethnicity, ancestry, or perceived ancestral, ethnic, or religious characteristics is considered race, color, and national origin harassment.
- Disability harassment can take many forms, including, but not limited to, slurs, taunts, stereotypes, or name-calling, as well as disability-motivated physical threats, attacks, or other hateful conduct.
- Sex-based harassment can take many forms. For the definition of sex-based harassment, including sexual harassment under Title IX, see Policies 3118 and 5202. The District's Title IX Policy is attached to this handbook as Appendix A.

Any student who witnesses an act of unlawful discrimination, including unlawful harassment or retaliation, is encouraged to report it to District personnel. No student will be retaliated against based on any report of suspected discrimination. A student may also anonymously report an incident of unlawful discrimination. The

District will investigate anonymous reports pursuant to its investigation procedures described by Policy. Minor students do not need parent permission to file complaints or participate in the formal complaint resolution process described by Policy.

If you or someone you know has been subjected to sex-based discrimination, harassment, or retaliation, you may file a report with any District employee. Formal Complaints of sexual harassment must be filed with the Title IX Coordinator:

Alexis Wilson, Director of Human Resources  
11051 N Cut Rd, Roscommon, MI 48653  
989-275-9554  
Email: [wilsona@coorisd.net](mailto:wilsona@coorisd.net)

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

Alexis Wilson, Director of Human Resources  
11051 N Cut Rd, Roscommon, MI 48653  
989-275-9554  
Email: [wilsona@coorisd.net](mailto:wilsona@coorisd.net)

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

Alexis Wilson, Director of Human Resources  
11051 N Cut Rd, Roscommon, MI 48653  
989-275-9554  
Email: [wilsona@coorisd.net](mailto:wilsona@coorisd.net)

A report of unlawful discrimination, including unlawful harassment or retaliation, may be made orally or in writing. A student found to have engaged in unlawful discrimination, including unlawful harassment or retaliation, may be subject to discipline, including suspension or expulsion, consistent with [Policy 5206](#).

## **SECTION 1: DISTRICT-WIDE POLICIES AND PROCEDURES**

### **PROGRAM STAFFING**

Per Michigan Administrative Rules for Special Education (MARSE) regulations, the program for students with Severe Cognitive Impairments is staffed with one certified teacher and a minimum of two paraprofessionals for a maximum of 12 students. The maximum number of students may be extended to 15 if an additional paraprofessional is assigned with the placement of the 13th student. Individual educational activities focus on behavior, self-care, communication, motor development, community functioning, socialization and daily living skills for the students.

Per MARSE regulations, the program for students with Moderate Cognitive Impairments is staffed with one certified teacher and a minimum of one paraprofessional for a maximum of 15 students with not more than 10 students for each paraprofessional. Individual educational activities focus on behavior, self-care, communication, motor development, community functioning, socialization and daily living skills for students.<sup>39</sup>

Please note that the staffing requirements above are the minimum requirements and the ISD exceeds those minimums to ensure that our students and staff are fully supported. All classrooms currently have a minimum of at least three paraprofessionals.

## **ANNUAL PAPERWORK**

Before the beginning of each school year, a school packet will be mailed to the parents/guardians of each student at the CEC. Included in this packet are forms which need to be completed and returned to the office each school year. Application guidelines and forms for hot lunch are also enclosed. This same packet is given to all new students entering school.

Enrollment packets for the following school year will be sent home with students in May. The enrollment packets are expected to be returned prior to the end of the current school year.

If there are any questions regarding any of the forms, call the CEC Administrative Assistant at (989) 275-9550.

## **SCHOOL SAFETY**

It is important that all schools, regardless of size, promote and preserve a safe environment. Safe schools do not happen automatically. They require collaboration and support from students, parents, the faculty and the community. C.O.O.R. ISD has, in conjunction with other school districts in Roscommon County, developed and implemented a school safety plan. This safety plan has been developed with assistance from the local law enforcement and fire departments. Components of this plan include:

- Emergency evacuation plans for crisis situations
- Alternative staging area if school must be evacuated
- Emergency Communications Plan to inform parents of events

If it becomes necessary to remove students from our school facility because of a building crisis, students will be moved to a secondary staging location. In such a case, parents will be notified. Removal to the secondary location will make it easier to release students when it is safe to do so.

Parents wishing to pick up students from the secondary location may do so only after the situation has been stabilized and all students have been accounted for. In such a situation, the student will only be released to an authorized parent or guardian. No student will be released on their own.

## **School Security**

For safety concerns, it is requested that all individuals entering the building do so via the main entrance. Visitors are asked to check in at the front office prior to visiting classroom areas. Anyone who is not a C.O.O.R. staff member is considered a visitor.

## **Student Release From School**

Students are expected to attend school for the entire school day as prescribed by the IEP. Parents/legal guardians wishing students to leave school early should inform the school office no later than 9:00 a.m. that day.

Students will not be released to individuals other than their parents/legal guardians without written permission from the parent/legal guardian. If parents or guardians want someone other than themselves to pick up a student on a regular basis, they should have this on file with the school secretary.

## **ATTENDANCE**

Students are expected to attend school every day school is in session. Students need to remain at school throughout the entirety of the defined school day, 9:00 am to 3:30 pm (M-F). If a student is unable to attend school, the student or parent must report that absence to the child's teacher or to the school office by 9:00 a.m. the day of the absence to report an illness.

### **Excused Absence**

Some examples of an excused absence: illness, transportation problems, death of a family member, doctor appointment, counseling and/or court appointment (note may be required), or pre-arranged vacations. The school will contact the student's parent/guardian if they have not been notified of the student's absence.

### **Unexcused Absence**

An unexcused absence is when the parent has not called or written to the school to report an absence or a doctor's note has not been received when required for prolonged student illness. Some examples of an unexcused absence are: oversleeping, babysitting, shopping, non-prearranged vacations, missing the bus, skipping school, excessive absences due to illness without a doctor's note.

### **Planned Absences**

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

Notes:

- Parents are expected to sign out their child at the office if leaving school during the school day.
- Absences from school for reasons other than illness are discouraged. Excessive unexcused absences may result in truancy intervention.
- For more information, see [Policy 5301](#).

### **Truancy**

A student's attendance shall be continuous and consecutive for the school year. Failure to comply with compulsory education can subject parent(s)/guardian(s) to criminal prosecution.

If a student is reported to be skipping, the school principal will contact the parents. Skipping school is defined as follows:

- A parent reports that a student is refusing to go to school
- A student is known to be skipping school (witnessed in the community when he/she should be in school)
- A student leaves school without permission
- A student refuses to attend class

When a student is absent 10% of the school year the building principal or designee may provide written notice to the student's parent/guardian encouraging the student's regular daily attendance and explaining the truancy process.

If the principal or designee determines that a student is repeatedly absent from school without valid excuse or

has behavior problems and attempts to confer with the student's parent/guardian have not been successful, the principal or designee may request the law enforcement who has jurisdiction in the District to send notice to the parent/guardian requiring them to meet with District personnel to discuss the matter.

When a student is absent 25% of the school year, the principal or designee may notify local law enforcement who will investigate and take all other steps permitted and required by law. For more information, see [Policy 5301](#).

## **BOOKS AND SUPPLIES**

The District will provide free instruction to all students and will not charge a fee for materials. Students and parents may purchase additional supplies at their own expense. A teacher may provide a list of suggested materials that students and parents may purchase. Purchasing materials is voluntary and not required.

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

## **BULLYING**

All types of bullying, including cyberbullying, without regard to subject matter or motivation, are prohibited. The District's Anti-Bullying Policy [5207](#) is attached to this handbook as Appendix B.

## **CELL PHONE USE**

Students may use cell phones or other electronic devices while at school, so long as they do so safely, responsibly, and respectfully, and comply with all other school rules while using the devices. Students are personally and solely responsible for the security of their cell phones and other electronic devices. The District is not responsible for theft, loss, or damage of any cell phone or other electronic device.

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

Teachers may also develop classroom rules for use of cell phones and other electronic devices. School administrators and teachers may confiscate a student's cell phone or other electronic device if the student's use or possession of a cell phone or electronic device violates Board Policy [5209](#), the student code of conduct, or any applicable building or classroom rule. The building principal or designee may require a meeting with the student's parent to discuss the rule violation before returning the cell phone or electronic device.

## **CHILDREN/ADULT PROTECTIVE SERVICES INVESTIGATIONS**

Michigan Child Protection Law requires school employees to report their suspicions of abuse or neglect of a child or vulnerable adult to Centralized Intake (CI) at the Michigan Department of Health and Human Services (MDHHS). All staff must report to the principal their intent to report suspected abuse and neglect.

The District will cooperate with Children/Adult Protective Services (CPS/APS) during an investigation of suspected child/vulnerable adult abuse or neglect. Cooperation may include allowing CPS/APS access to a student without parent consent if CPS/APS determines access is necessary to complete the investigation or prevent abuse or neglect. As a matter of law, the identity of an individual who makes a report of suspected child abuse or neglect is confidential and will not be disclosed.

"Abuse" is defined as harm or threatened harm to a child's/vulnerable adult's health or welfare, which occurs through non-accidental physical or mental injury, and includes sexual abuse, sexual exploitation, or maltreatment.

"Neglect" includes negligent failure to provide adequate food, clothing, shelter, or medical care, and placing a child/vulnerable adult at unreasonable risk to health or welfare to eliminate that risk when able to do so and the risk is known.

## **CLASSROOM BEHAVIOR**

Teachers may establish classroom conduct rules that students must follow. The District's center programs utilize school-wide Positive Behavior Interventions and Support to establish the social culture and behavior supports needed for all children in a school to achieve both social and academic success. All student behavior is considered a function of communication. Behavior, like any skill, can be taught and learned.

As educators we:

- emphasize positive and proactive practices,
- respond to challenging behavior with an instructional focus (i.e., teach and strengthen social, emotional, and behavioral skills to replace the challenging behavior), and
- minimize their use of exclusionary and reactive discipline.

Routines and strategies which promote student success include but are not limited to:

- Structuring the physical environment
- Reducing visual and auditory distractions
- Teaching routines which promote independence
- Keeping directions short and simple
- Using visual supports
- Avoiding power struggles – offering choices whenever possible
- Being flexible
- Teaching behavioral expectations and consequences
- Utilizing positive language (i.e. "keep your feet on the floor" versus "stop kicking")
- Modeling and reinforcing desired behaviors
- Establishing classroom rules and expectations

Some children may present behaviors that require more intentional measures to ensure that the behaviors do not interfere with learning in the classroom. These measures may be outlined in a Behavior Intervention Plan (BIP). A BIP, although not defined in IDEA and its implementing regulations, is generally understood to mean a component of a child's educational program designed to address behaviors that interfere with the child's learning or that of others and behaviors that are inconsistent with school expectations. A BIP generally describes the behavior that inhibits the child from accessing learning and the positive behavioral interventions and other strategies that are to be implemented to reinforce positive behaviors and prevent negative behavior. In the discipline context, such plans are important to prevent the child's behavior that resulted in 43 disciplinary action from recurring.

For a child with a disability whose behavior impedes their learning or that of others, and for whom the IEP Team has determined that a BIP is appropriate, or for a child with a disability whose violation of the code of student conduct is a manifestation of the child's disability, the IEP Team must identify that there is a BIP in the child's IEP (and review and modify it as necessary) to address the behavioral needs of the child.

If a student exhibits a pattern of behavior that poses a risk of creating an emergency situation in the future that could result in the use of emergency seclusion or restraint, school personnel should develop a written emergency intervention plan to protect the health, safety, and dignity of the pupil.

[Questions and Answers: Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions](#)- US DOE OSERS July 2022

## **COMMUNICABLE DISEASES**

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

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

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

## **DAMAGE TO SCHOOL PROPERTY**

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

## **DRESS AND GROOMING**

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

The final decision in any situation involving inappropriate attire rests with building administrators. Students who are dressed inappropriately will be asked to change clothing immediately. If necessary, parents will be called to bring appropriate clothing, students can use extra clothing provided by the District, or the student may be sent home to change. Repeated dress code violations may result in more severe consequences.

### **Dress Code**

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

- Is materially and substantially disruptive or that school officials can reasonably forecast will create a substantial disruption;
- Is obscene, sexually explicit, indecent, or lewd;

- Promotes the use of or advertises illegal substances, including but not limited to substances illegal for minors;
- Incites violence;
- Contains “fighting words”;
- Constitutes a true threat of violence;
- Constitutes hate speech, including, but not limited to, swastikas or Confederate flags;
- Involves a student walkout;
- Urges a violation of law, Board Policy, rule or is not constitutionally protected. Students who represent the District at an official or school-sponsored function or public event may be required to follow specific dress requirements as a condition of participation or attendance.

## **EMERGENCY CONTACT INFORMATION**

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

## **FOOD SERVICE**

C.O.O.R. ISD understands the impact that access to healthy food has on student learning. C.O.O.R. ISD partners with Roscommon Area Public Schools and Chartwells to offer healthy and delicious breakfast and lunch meals to our students in all of our special education programs. During the 2024-2025 school year, all C.O.O.R. ISD program students will have access to free breakfast and lunch each school day due to State of Michigan legislation.

Even though all students will have access to free meals this school year, we requested that C.O.O.R. ISD families complete a free and reduced meal application. The information obtained from these applications allows districts to apply for grants and state and federal funds for programs that support all students.

The district follows all guidelines regarding school meals specific to portions and diet and will accommodate special diets with proper paperwork from a student's physician. Students requiring a specified feeding plan will be supported through collaboration between the school team, parents, and the student's physician or feeding therapist. These plans may include special preparation of food or special assistance with feeding to ensure student safety during eating activities.

Menus are normally sent home with students at the beginning of each month. For more details about food service, please reach out to your child's program administrator. National income guidelines for free and reduced-price food service programs are available [here](#).

## **FIELD TRIPS**

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

A student’s failure to comply with Board Policy [5506](#), the Student Code of Conduct, or any other applicable rules or behavioral expectations while on a field trip may result in disciplinary action and removal or exclusion from the trip or future field trips.

Students who have not met academic or behavioral expectations may not be allowed to attend field trips.

## FIRST AID, ILLNESS OR INJURY AT SCHOOL

Children learn best when they are well and able to attend school regularly. When a child is not feeling well, he/she is not able to deal effectively with the demands of the illness and with the demands of school at the same time.

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

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

Students showing symptoms of a [communicable disease](#) may be sent home. The District may require a statement from a licensed physician or local health official before allowing the student to return to school. Students at the CEC will be sent home, when any of these conditions are present:

- A low-grade temperature of 100 degrees taken by mouth or in the ear canal
- Diarrhea
- Vomiting
- Green drainage from the nose
- Heavy coughing for two (2) days

Children should not return to school for at least 24 hours after any of the above symptoms have subsided. In addition to the conditions listed above, a student will be sent home or not transported to/from school if he/she has a suspected or confirmed contagious condition. Specific information will be sent home with the student outlining the required steps for the student to be allowed to return to school.

Parents/guardians will be notified when a suspected or confirmed outbreak of a contagious condition occurs in the student's classroom, as appropriate. More information regarding C.O.O.R.'s policy on Communicable Disease can be found in Board Policy [3404](#).

## GUARDIANSHIP

When students reach the age of 18, they become their own legal guardian by law. If parents wish to continue to make educational decisions and provide consent for legal documents, they need to petition the Probate Court for guardianship. Documentation of acquisition of legal guardianship is required for the school to allow parents/guardians to continue to make educational decisions and provide consent for legal documents.

## HEAD LICE

A student with nits within  $\frac{1}{4}$  inch of the scalp or live lice may remain at school until the end of the school day. The student will be restricted from activities that involve close head-to-head contact or sharing of personal items. The District will notify the student's Parent and provide educational materials on head lice prevention and treatment.

The student will be readmitted to school after treatment so long as the Parent consents to a head examination and the examining District official does not find live lice on the student. If the District official finds nits within  $\frac{1}{4}$

inch of the student's scalp, the student may return to class, but the District must inform the student's Parent about the need to remove the nits.

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

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

## **BED BUGS**

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

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

If bed bugs are found in a classroom or elsewhere in the school building, the building principal or designee will notify the Parents of all students in the affected school building and will provide information on bed bug prevention and treatment. The school building will not be closed due to bed bug presence. If pest management is necessary, it will be provided to affected areas of the school building consistent with Policy [3406](#).

## **STUDENTS EXPERIENCING HOMELESSNESS**

The District will provide a free public education to children and youth experiencing homelessness in the District and will afford them the educational rights and legal protections provided by federal and state law. Support services are provided through McKinney-Vento eligibility. Unhoused students (individuals who lack a fixed, regular, and adequate nighttime residence) will not be stigmatized or segregated based on their homeless status and will have the same access to services offered to students who have secure housing.

A student or family experiencing homelessness should contact the District's McKinney-Vento liaison:

Joseph Moore  
McKinney-Vento Liaison  
11051 N. Cut Rd. Roscommon, MI 48653  
Phone: 989-275-9583  
[moorej@coorisd.net](mailto:moorej@coorisd.net)

For detailed information about Homeless Children and Youth, see Policy [5307](#).

## **IMMUNIZATIONS**

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

The student's parent must provide the certificate or documentation at the time of registration, or no later than the first day of school. A parent of a student who has not received all doses of any required immunizing agent must provide the District an updated immunization certificate demonstrating that the immunizations have been completed as required by the MDHHS. The updated certificate must be provided within 4 months of the student entering the District for the first time or upon entering 7th grade. The District will not permit a student to attend school unless the parent provides evidence of immunizations or exemptions consistent with [Policy 5713](#) and state law.

Local county Health Departments can provide immunizations free of charge or for a minimal fee.

County Health Departments:

Roscommon County.....	989-366-9166
Grayling Office.....	989-348-7800
West Branch Office.....	989-345-5020
Mio Office.....	989-826-3970

## **LAW ENFORCEMENT INTERVIEWS**

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

## **LIMITED ENGLISH PROFICIENCY**

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

## **LOCKER USE**

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

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

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

## **LOST AND FOUND**

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

## MEDICATION

Children's health conditions sometimes make it necessary for them to receive medication during school hours. The school is able to assist in the administering of medication following the policies and guidelines summarized below.

All medications, including prescription, over-the-counter, herbal remedies, supplements, and vitamins require the submission of an [Authorization for Short-Term Medication Administration](#) form. This form must be completed with the physician's signature and include written authorization from the parents before any medication can be administered by staff.

- In the event that the medication is no longer necessary, or the prescription is modified, the school must be notified immediately, and a new physician's order submitted.
- **Medication may only be delivered to school by a parent or the bus driver using the District-approved medication envelope which is properly completed.** Medication may not be sent in the child's lunch box, pocket or backpack.
- The medication must be brought to school in a container appropriately labeled by the physician or pharmacy. A minimum of a two-week and a maximum of one-month supply of medication is encouraged. Daily carrying of medication is to be avoided.
- If a child needs prescription pain medication after surgery or injury, they must recover at home until this medication is no longer needed during school hours.
- One medication form is needed for each medication.
- New [Authorization for Administration of Medication](#) forms, complete with physician signature and parent authorization, are required for each school year.
- If your child misses his/her morning medication at home, please do not send him/her to school until the medication is received.
- All prescription medication will be maintained in a secured place, accessible to authorized personnel only.
- Nurses or trained school personnel may apply topical school-stocked ointments or skin protectants and use wound cleansers for minor medical concerns identified by the nurse on an as-needed basis (to students with no documented allergy to the products), without obtaining a medication authorization form. The school stocked supplies include:

Saline	Dermoplast Pain Relieving Spray	Aquaphor
Antibiotic Ointment	Lip Guard	Deodorant
Hydrocortisone Cream	Burn Cream/Gel	Epsom Salt
Antifungal Cream	Bug spray	Eucerin Cream
Vitamin A&D Ointment	Zinc Oxide Skin Protectant	Toothpaste
Petroleum Jelly	Hand Sanitizer	
Liquid Bandage	Sunblock	

For additional information and requirements, see [Policy 5703](#).

## **PARTIES**

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

## **PLAYGROUND USE**

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

## **PROTECTION OF PUPIL RIGHTS**

The District respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy as required by law. The policy is available on the District's website or upon request from the District's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the Superintendent. Parents may have access to any survey or other material described in the Protection of Pupil Rights Policy [5308](#) by submitting a written request to the Superintendent. A copy of the District's annual notice to parents regarding the Protection of Pupil Rights Amendment is attached as Appendix E.

## **RIGHTS OF CUSTODIAL AND NON-CUSTODIAL PARENTS**

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

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

## **SEARCH AND SEIZURE**

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

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

## **STUDENT EDUCATION RECORDS**

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

Authorized staff members will review student records in the C.O.O.R. offices only. Permission to remove student records from the room in which they are stored is granted to the staff provided those staff members sign the items out. Permission to remove student records may be obtained from the school principal. Records must be returned to the office within one workday of removal. The C.O.O.R. Administrator assigned to safeguard all student records is Joseph Moore, School Principal.

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

### **Right to Request Explanation or Interpretation**

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

### **Right to Request Amendment of Education Records**

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

### **Directory Information**

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

- student names, addresses, and telephone numbers;
- photographs, including photographs and videos depicting a student's participation in school-related activities and classes;
- major field of study;
- grade level;
- enrollment status (e.g., full-time or part-time);
- dates of attendance (e.g., 2013-2017);
- participation in officially recognized activities and sports;
- weight and height of athletic team members;
- degrees, honors, and awards received; and
- the most recent educational agency or institution attended.

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

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

## **STUDENT AND FAMILY SCHOOL RELATIONS**

Collaboration between home and school is important to the success of students. Open communication is a necessary component of collaboration. Parents are encouraged to contact their child's teacher whenever they have questions or concerns. Parents are further encouraged to contact the principal if they feel their questions or concerns have not been adequately addressed. If a complaint goes unresolved, a written complaint and a request for a conference should be sent to the Director of Special Education.

### **Incident Report**

Incident reports are used to document unusual events or occurrences including situations in which crisis intervention is necessary, behaviors that lead to suspension from school, and behaviors leading to other disciplinary measures.

Parents will receive copies of completed incident reports. Parents will be notified within 24 hours of incidents involving the use of emergency restraint or seclusion.

### **IDEA Procedural Safeguards**

"Procedural Safeguards for Parents of Students with Disabilities" is a document that explains the rights and safeguards provided under the Individuals with Disabilities Education Act (IDEA 2004). A copy of this document will be provided to you by the school at least annually. You may also access a copy of the Procedural Safeguards on the [C.O.O.R. ISD website](#). If you would like an additional copy of this document or need assistance in understanding the provisions of [IDEA](#), please contact the principal.

## **TECHNOLOGY**

Use of District technology resources is a privilege, not a right. Students are expected to use computers, the Internet, and other District technology resources for school-related educational purposes only. Students and their parents are required to sign and return the [Acceptable Use Policy](#) and [AUP Signature Page](#) attached as Appendix G before they may use or access District technology resources.

Students who violate the District's Acceptable Use Agreement may have technology privileges terminated or suspended and may be subject to discipline, up to and including expulsion.

## **TRANSPORTATION SERVICES**

Students attending C.O.O.R. ISD special education programs are provided transportation to and from their programs in accordance with their IEPs. C.O.O.R. contracts with Dean Transportation to provide these transportation services.

At the beginning of each school year, parents/guardians will receive information from the Transportation Coordinator regarding emergency procedures, designated secondary drop-off locations, and inclement weather policies. Specific driver names and estimated pick-up times will be provided along with a copy of the Transportation Rules.

While students are expected to follow school conduct rules while riding the bus, we understand that many students attending C.O.O.R. programs may need additional support to achieve this expectation. A student's failure to comply with Board Policy, applicable codes of conduct, and any other applicable rules or behavioral expectations while using District-provided transportation, including while at a designated bus stop, may result in disciplinary action. When a student's behavior becomes a safety concern, the transportation team, school team, and parents may meet to develop a Behavior Intervention Plan. Video cameras are placed on vehicles and buses to monitor student behavior on the vehicle/bus.

When a student has a health concern that requires a transportation health plan, the school nurse will work with the student's IEP team and Dean Transportation to develop a plan based on information obtained from the student's physician and parents. The nurse is responsible for training transportation staff and is available to transportation staff by phone during busing times to address health-related questions or concerns.

Should you have any questions in regards to transportation, please contact the Transportation Coordinator for Dean Transportation at (989) 275-9531.

## **STUDENT PARKING**

Students of legal driving age and that possess a valid driver's license at the Adult Transition Center may be entitled to student parking privileges. Parking space at the CRAF Center is limited. Interested students will need to complete a [Student Parking Agreement](#) form. Student parking is a privilege, not a right, and can be revoked at any time for failure to adhere to guidelines.

## **VIDEO SURVEILLANCE AND PHOTOGRAPHS**

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

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

Students may not make recordings on school property, while in a vehicle owned, leased, or contracted by the District, or at a school-sponsored activity or athletic event unless otherwise authorized by Policies [5210](#) or [5805](#), applicable law, or a District employee.

Students who attend programs through C.O.O.R. may be asked to participate in photo opportunities while involved in school activities. Student reference may be used for editorial, illustrative, or promotional purposes designed to represent and support C.O.O.R. programs and services and student success. Publication activities may include use of a student's first name only, individual or group photos, school-approved videos, digital or electronic media, or the ISD website. The district works to represent students in a positive light and strives to protect student privacy by obtaining parental consent prior to publication. [Photo release forms](#) are issued at the start of each school year or can be obtained from the school office.

## **VISITOR EXPECTATIONS**

While we welcome parents and visitors, we also seek to provide continuity of instruction and abide by the federal law regarding privacy and confidentiality of students. When picking up or dropping off your child, please stop at the front desk and notify the secretary.

Parents are welcome to visit and observe classroom programs. However, please adhere to the following guidelines when doing so.

- We generally ask that parents and visitors limit their time in the classroom to no more than thirty minutes per visit. Longer visits may occur with prior approval.
- Please call at least one day ahead to make an appointment with the principal. Keep in mind that permission may not be granted for the day requested if that classroom has plans, such as a field trip or mandated testing.
- When you arrive, please sign-in at the front office. Please wait until the secretary has notified the classroom of your arrival.
- Visitors will also be asked to sign a [confidentiality policy form](#).
- When in the classroom, please avoid talking with staff during instructional time. We expect that the staff is focused at all times on the students.
- Remember to try to be invisible when you are in the classroom. At first you will be distracting to the students, but if you try to be invisible, the students will get used to you and behave as if you were not there.
- While everyone wants to help children, remember that our students are working on goals such as independently washing hands, picking up objects they dropped, learning to use words or communication devices to ask for things, and staying in the classroom. Only the staff know which student is working on which goal, so please do not assist or interfere with students or staff unless asked to do so.
- Please do not talk about students while in the classroom.
- If you would like to talk to the teacher after your visit, please schedule another time to do so when the teacher can provide you with their full attention.
- The teacher knows the classroom and the students. If the teacher asks you to leave the classroom, it may be because a student is becoming agitated. Please respect the wishes of the teacher and leave the classroom immediately.
- If your presence or leaving will cause your student to be upset, talk to the teacher and try to brainstorm ways to see your student in the classroom.
- If you want to leave with your student early, please make sure the teacher knows this prior to your visit.

All visitors are expected to abide by the same code of conduct as indicated for students in the handbook, including demonstrating self-respect, respect for others, and respect for property. Additionally, visitors must demonstrate appropriate behavior that allows everyone an equal opportunity to learn.

## **Volunteers**

Programs and activities can be enhanced with volunteers who have particular knowledge or skills that will be helpful to members of the professional staff responsible for the conduct of those programs and activities (Board Policy [3105](#)). Individuals interested in volunteer opportunities should contact the principal. Any volunteer who works with or has access to students shall be screened through the Internet sites for the Sex Offenders Registry (SOR) list, the Internet Criminal History Access Tool (ICHAT) criminal history records check, and the Offender Tracking Information System (OTIS) prior to being allowed to participate in any activity or program.

Each volunteer shall:

- agree to abide by all Board policies and district guidelines while on duty as a volunteer including signing, if appropriate, the district's Network and Internet Access Agreement Forms;
- be covered under the district's liability policy but the district cannot provide any type of health insurance

to cover illness or accident incurred while serving as a volunteer, nor is the person eligible for workers compensation;

- be asked to sign a form releasing the district of any obligation should the volunteer become ill or receive an injury as a result of his/her volunteer services.

## **WITHDRAWAL FROM SCHOOL**

Students who are transferring from the District are requested to submit written notice to the building principal at least 1 week before the withdrawal.

## **Enrolling Student in Another School**

If a student withdraws from a C.O.O.R. center-based program and a request for records is not received from the student's new district within ten (10) school days, the C.O.O.R. center-based program will take further action to ensure that the student has enrolled in school. If a parent elects to homeschool a student, written notification must be made to the building administrator by the parents.

## **SECTION II: ACADEMICS**

### **HOMEWORK**

Depending on the program, classroom teachers may assign homework. Parents who have questions about homework or concerns about class work should contact their student's teacher.

### **PLACEMENT**

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

### **STUDENTS WITH DISABILITIES**

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

### **200-DAY PROGRAMMING**

Programs designated as Severe Multiple Impairments (SXI) and Severe Cognitive Impairments (SCI) operate for 200 days, with 16 of those days during the months of July and August. The school calendar, which is distributed annually, will identify these dates.

### **HOMEBOUND/HOSPITALIZED SERVICES**

Homebound/hospitalized services provide instruction for students who are unable to attend school due to a physical or medical condition and must be confined to the home or are hospitalized. Requests for homebound/hospitalized services must be made by a physician licensed in the state of Michigan.

The physician must certify a medical condition that requires that the student must be confined to the home or hospitalized during regular school hours, state the probable duration of confinement, indicate the student's 55

ability to participate in instruction, and specify any limitations imposed by the student's medical treatment program. Homebound and hospitalized services shall not be substituted for special education programs.

Students whose health allows them to attend school even on a reduced schedule should do so. Students receiving homebound or hospital services shall receive a minimum of two non-consecutive hours of instruction per week. Parents are directed to contact the building administrator should their child or student require home confinement due to medical conditions or hospitalization.

## **WORK PERMITS**

Information about student work permits is available at the school office.

## **SECTION III: DISCIPLINE AND CODE OF CONDUCT**

### **DISCIPLINE GENERALLY**

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 appropriately 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.

If an administrator determines that an emergency requires the immediate removal of a student from school, the administrator may contact the student's parent or local law enforcement or take other measures to have the student safely removed from school.

Students who are involved in extracurricular activities and engage in misconduct may face consequences related to the activity in addition to the consequences provided in this handbook. The District reserves the right to refer to an appropriate non-school agency any act or conduct which may constitute a crime. The District will cooperate with those agencies in their investigations as permitted by law.

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

## **FORMS OF SCHOOL DISCIPLINE & APPLICABLE DUE PROCESS**

### **In-School Suspension**

The building administrator may require a student to serve in-school suspension. Students not completing their In-School Suspension will face further disciplinary action.

### **Suspension from Class, Subject, or Activity by Teacher**

A teacher and building administrator, in collaboration, may suspend a student from any class, subject, or activity for up to 1 full school day if the teacher has good reason to believe that the student jeopardized the health or safety of any of the other participants in the class, subject, or activity.

All teachers will ensure that all procedures applicable to students with disabilities are followed. Any teacher who suspends a student from a class, subject, or activity must, as soon as possible following the suspension, request that the student's parent attend a parent/teacher conference to discuss the suspension. The building principal or designee will attend the conference if either the teacher or the parent requests the building principal's attendance. The building principal or designee will make reasonable efforts to invite a school psychologist or school social worker to attend the conference.

### **Removal for 10 or Fewer School Days**

Before a student is suspended for 10 or fewer school days, an administrator will: (1) provide the student verbal notice of the offense the student is alleged to have committed, and (2) provide the student an informal opportunity to respond and explain what happened. Except in emergency circumstances, an administrator will not suspend the student unless, after providing the student notice and an opportunity to explain, the administrator is reasonably certain that the student committed a violation of the Student Code of Conduct and that suspension is the appropriate consequence.

### **Removal for More than 10 and Fewer than 60 School Days**

Before a student is suspended for more than 10 school days but less than 60 school days, the Superintendent or designee will provide the parent or student with: (1) written notice of the offense the student is suspected to have committed; (2) an explanation of the evidence relied upon by the District in arriving at the conclusion that disciplinary action may be warranted; and (3) an opportunity for a hearing at which the student may present evidence and witnesses to show that the student did not commit the alleged offense or that suspension is not an appropriate consequence.

The Superintendent or designee will provide the parent or student at least 3 calendar days' notice before the hearing. The parent and student may be represented, at their cost, by an attorney or another adult advocate at the hearing.

The Superintendent or designee will not suspend the student unless, following the hearing, he or she is convinced by a preponderance of the evidence that the student committed a violation of the Student Code of Conduct and that suspension is the appropriate consequence. The Superintendent or designee will consider the [7 factors](#) noted in the Student Code of Conduct before suspending a student.

### **Removal for 60 or More School Days**

Before the Board suspends or expels a student, the Superintendent or designee must provide the parent or student with: (1) written notice of the offense the student is suspected to have committed; (2) an explanation of the evidence relied upon by the District in arriving at the conclusion that disciplinary action may be warranted; and (3) an opportunity for a Board hearing at which the student may present evidence and witnesses to show that the student did not commit the suspected offense or that suspension or expulsion is not an appropriate consequence.

The Superintendent or designee will provide the parent or student at least 3 calendar days' notice before the hearing. The parent and student may be represented, at their cost, by an attorney or another adult advocate at the hearing.

The Board will not suspend or expel the student unless, following the hearing, a majority of the Board finds by a preponderance of the evidence that the student committed misconduct that should result in suspension or<sup>57</sup>

expulsion under either the Student Code of Conduct or Board Policy and that suspension or expulsion is the appropriate consequence. The Board will consider the [7 factors](#) noted in the Student Code of Conduct before suspending or expelling a student. The Board’s decision is final.

## STUDENT CODE OF CONDUCT

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

Administration will, as required or permitted by state law, always consider the use of restorative practices as an alternative to, or in addition to suspension or expulsion. Nothing in the following table limits the District’s ability to impose more or less severe disciplinary consequences depending on the situation’s unique circumstances and the following 7 factors:

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

Nothing in this handbook limits the District’s authority to discipline a student for conduct that is inappropriate in school, but that is not specifically provided in this table. Depending on the circumstances of a particular situation, separate athletic or extracurricular sanctions may be imposed, in accordance with the applicable handbook or rules.

Prohibited Conduct	Potential Consequence(s)
<p><b>Illegal Substances or Paraphernalia, including Alcohol:</b> possession, sale, attempted sale, distribution, attempted distribution, use, or attempted use of drugs, alcohol, fake drugs, illegal steroids, illegal inhalants, or look-alike drugs</p>	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Expulsion</li> <li>● Police Referral</li> </ul>
<p><b>Tobacco/Nicotine:</b> possession, sale, attempted sale, distribution, attempted distribution, use, or attempted use of any form of tobacco, including vaping devices or supplies. All use of tobacco is prohibited on school grounds by school policy, as well as, state law.</p>	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Expulsion</li> <li>● Police Referral</li> </ul>
<p><b>Disruptive Behavior or Insubordination:</b> disrupting the learning environment or school activity or violating a school rule or directive.</p>	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Expulsion</li> </ul>
<p><b>Dangerous Weapon Possession:</b> firearm, dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocketknife opened by a mechanical device, iron bar, or brass knuckles.</p>	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Permanent Expulsion</li> <li>● Police Referral</li> </ul>
<p><b>Other Weapons and Look-Alike Weapons Possession:</b> an object that is not a “dangerous weapon,” including but not limited</p>	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> </ul>

to a pellet or air-soft gun, a knife with a blade of 3 inches or less, items intended to look like a dangerous weapon, or similar items.	<ul style="list-style-type: none"> <li>● Suspension or Permanent Expulsion</li> <li>● Police Referral</li> </ul>
<b>Use of an Object as a Weapon:</b> any object used to threaten or harm another, regardless of whether injury results.	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Permanent Expulsion</li> <li>● Police Referral</li> </ul>
<b>Arson:</b> purposefully, intentionally, or maliciously setting a fire on school property.	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Permanent Expulsion</li> <li>● Police Referral</li> </ul>
<b>Physical Assault (Student to Student):</b> causing or attempting to cause physical harm to another through intentional use of force or violence.	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Expulsion up to 180 school days</li> <li>● Police Referral</li> </ul>
<b>Physical Assault (Student to Employee, Volunteer, or Contractor):</b> causing or attempting to cause physical harm to another through intentional use of force or violence.	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Permanent Expulsion</li> <li>● Police Referral</li> </ul>
<b>Verbal or Written Threat, including Bomb or Similar Threat:</b> statement that constitutes a threat against a student, employee, other person, or school property.	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Expulsion</li> <li>● Police Referral</li> </ul>
<b>Plagiarism, Cheating, or other Falsification of Schoolwork:</b> submitting work that is not your own, including copying from others' work.	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Credit Loss or Grade Reduction</li> <li>● Parent Notification</li> <li>● Suspension or Expulsion</li> </ul>
<b>Discrimination, Harassment (including Sexual Harassment), and Bullying:</b> violating Board Policy addressing anti-discrimination, anti-harassment, and anti-bullying.	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Expulsion</li> </ul>
<b>Criminal Sexual Conduct:</b> commits criminal sexual conduct 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 same school district; or commits criminal sexual conduct against another student enrolled in the same school district.	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Permanent Expulsion</li> <li>● Police Referral</li> </ul>
<b>Fighting, Inciting Violence, Filming a Fight or Assault, Distributing or Publishing a Fight or Assault Video</b>	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Expulsion</li> </ul>
<b>Sexting:</b> distribution or publication of lewd, pornographic, or	<ul style="list-style-type: none"> <li>● Restorative Practices</li> </ul>

sexually suggestive videos or photographs of students or staff.	<ul style="list-style-type: none"> <li>● Parent Notification</li> <li>● Suspension or Expulsion</li> <li>● Police Referral</li> </ul>
<b>Misuse of District Technology:</b> violating the District's acceptable use policies and agreement.	<ul style="list-style-type: none"> <li>● Restorative Practices</li> <li>● Parent Notification</li> <li>● Suspension or Expulsion</li> <li>● Police Referral</li> </ul>

**APPENDIX A: [TITLE IX SEXUAL HARASSMENT \(Policy 3118\)](#)**

**APPENDIX B: [ANTI-BULLYING \(Policy 5207\)](#)**

**APPENDIX C: [ASBESTOS CONTROL PROGRAM](#)**

**APPENDIX D: [PEST MANAGEMENT](#)**

**APPENDIX E: [PROTECTION OF PUPIL RIGHTS \(Policy 5308\)](#)**

**APPENDIX F: [DIRECTORY INFORMATION AND OPT OUT FORM](#) (Form 5309 F-2)**

**APPENDIX G: [ACCEPTABLE USE AGREEMENT](#) & [SIGNATURE PAGE](#) (Form 3116 F-1 and F-2)**

# STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT

We, \_\_\_\_\_ and \_\_\_\_\_ have received and read the  
Parent/Guardian Student

C.O.O.R. ISD handbook for the 25-26 school year. We understand the rights and responsibilities pertaining to students and agree to support and abide by the rules, guidelines, procedures, and policies of C.O.O.R. ISD.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Student Signature

F. Designate Jared Socia, Director of Operations, to oversee the district's compliance with the asbestos management plan and the Asbestos Hazard Emergency Response Act (AHERA.)

G. Approve a contract with Michelle Patterson, Early Math Specialist, to provide services at Houghton Lake Schools from August 18, 2025 to June 30, 2026 with 23h funds.

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## Letter of Agreement

This Letter of Agreement is between the COOR intermediate School District Board of Education hereafter referred to as the “Board” and Michelle Patterson, hereafter referred to as “employee” or “Early Math Specialist”.

1. The Board agrees to employ the Early Math Specialist beginning August 18, 2025 to and including June 30, 2026.
2. The Early Math Specialist agrees to perform the duties as assigned and put forth in the job description in a competent and professional manner subject to Michigan School Laws and Board policies.
3. The Board agrees to pay the Early Math Specialist the amount of \$459.05 per day, \$65.57 per hour for the 2025-2026 fiscal year. The Early Math Specialist shall be scheduled to work as determined by the Director of Instructional Services and the Early Math Specialist on a monthly basis for a maximum of 40 days. Said amount shall be paid in accordance with normal payroll procedures.
4. The Early Math Specialist does not receive vacation days.
5. The Early Math Specialist does not receive holiday pay.
6. The Early Math Specialist will be granted sick time in accordance with the current Paid Medical Leave Act parameters.
7. The Early Math Specialist will not be eligible to receive or be offered health, dental or vision insurance.
8. The Early Math Specialist understands that this position is a grant funded position and may permanently end on June 30th, 2026.
9. The Board agrees, as a further condition to this agreement, that it shall defend, hold harmless and indemnify the employee from any and all demands, claims, suites, actions and legal proceedings brought against the employee in their capacity as agent and employee of the Board, provided the incident arose while the employee was acting within the scope of their employment.
10. The Board reserves the right to reassign or discharge the employee for reasons not found to be arbitrary or capricious. The process shall follow the regulations as prescribed in the General School Laws of the State of Michigan.
11. Any part of this Agreement found to be in conflict with public statutes shall be voided: however, the remainder of the Agreement shall be considered valid.
12. The Early Math Specialist will not receive bereavement time.

13. The Early Math Specialist will not receive personal time.

14. The Early Math Specialist will not receive snow days.

Signature of Employee

Signature of the Superintendent

Date

Date

**9. Action Items**

A. Approve contracts with both Alisha Springle, Play on Words LLC (Early On part time speech), and Ashton Poet of Elevate Therapy Company, LLC for speech services through 6-30-2026

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# Play on Words, LLC

Phone: 574-307-6062

Fax: 574-381-5750

Email: [alisha@playonwordsllc.com](mailto:alisha@playonwordsllc.com)

Address: 6421 Valleyview Drive, Elmira MI 49730

## Contract for Services

Contractor, as defined below, hereby accepts employment with the School District named below to provide Speech Language Pathology services under the following terms and conditions:

Contractor: Play on Words, LLC  
6421 Valleyview Drive  
Elmira, MI 49730

School District: Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District (COOR ISD)  
11051 N. Cut Road  
Roscommon, MI 48653

COOR ISD, "District", has need of the specialized services of Play on Words, LLC, "Contractor", to meet the needs of their special education and early childhood programs.

## Terms and Conditions

1. **Compensation.** District shall pay Contractor \$75.00 per hour for services provided on site as a certified, licensed speech language pathologist. Travel time to and from service locations will be billed at the therapy rate. Billable time begins when the Contractor enters the first service location and ends when the Contractor leaves the last service location for that day. District shall pay Contractor \$65.00 per hour for services provided via telepractice. No travel time is necessary for telepractice services.
  - a. Contractor shall bill the District on the 1<sup>st</sup> of each month for services provided in the previous month.
  - b. District shall pay each bill within 30 days of billing. Services not paid within 30 days become subject to a \$100.00 late fee. Services not paid within 60 days may be terminated due to nonpayment.
  - c. Contractor, for the purpose of this contract is a licensed, certified Speech-Language Pathologist (SLP), will work up to twenty-one (21) hours per week, pursuant to District needs. Contracted hours will not exceed compensation over \$75,600.00 as agreed by both Contractor and District. Once this compensation limit is earned, this contract becomes completed (null and void). Continued services require a new contract.
2. **Services.** Contractor agrees to provide speech language services, including:
  - a. Provide professional development for district staff, consultation, evaluation, and direct treatment of individuals requiring speech pathology services.
  - b. Use assessment and treatment criteria in agreement with state guidelines.
  - c. Adequately document individual student charts to comply with all applicable state laws, regulations and guidelines. Documentation to be completed as outlined by District.



4. **Confidentiality.** Contractor recognizes and acknowledges that District possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term “confidential information” includes all information and materials belonging to, used by, or in possession of District relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Contractor, or (b) information that subsequently becomes public through no act or omission of Contractor. CONTACTOR agrees that all of the confidential information is and shall continue to be the exclusive property of District, whether or not prepared in whole or in part by Contractor and whether or not disclosed to or in trusted to Contractor’S custody. Contractor agrees that Contractor shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of District.
5. **Documentation.** Contractor shall provide copies of current documentation, including but not limited to those listed below, as required by District:
  - a. Completed W-9 form
  - b. Professional Liability Insurance
  - c. Professional License for state of employment
  - d. ASHA Certification (upon request)
  - e. TB Testing results (upon request)

This agreement is in effect from 7/22/2025 to 6/30/2026. Continued services require a new contract agreement. Either party may terminate this agreement at will during this term following written notice of 30 days in advance. Agreement shall terminate immediately in the event that the provider’s right to practice Speech Language Pathology in the state of employment is suspended or revoked.

District may immediately terminate this agreement in the event the Contractor (1) is convicted of a crime other than minor traffic violation; or (2) has a guardian of his/her person or estate appointed by a court of competent jurisdiction; or (3) is disabled to the extent he/she is unable to perform the duties required by this Agreement; or (4) fails to perform services required hereunder in accordance with the School District’s standards of quality; or (5) fails to comply with any of the terms and conditions of this Agreement, Bylaws, or Code of Ethics.

Unforeseen questions or any problems between the District and Contractor arising during the administration of this Contract shall be resolved through negotiation.

School District

Contractor

X \_\_\_\_\_

Printed Name:

Title:

X *Alisha P. Springler* 7/22/2025 \_\_\_\_\_

Alisha P. Springler

Owner, Play on Words, LLC



**Elevate Therapy Company**  
**1770 E. Rock Rd. Farwell, MI 48622**  
**apoet@elevatetherapyco.com**  
**(989) 429-8138**

## **Speech-Language Therapy Contract Agreement**

Elevate Therapy Company, LLC (“Company”) and C.O.O.R. ISD (“School”) (each a “Party” and both the “Parties”) mutually agree as follows:

1. Three licensed speech-language pathologists associated with Company, will provide Speech-Language Services to the School beginning August 2025 and continuing until June 2026 otherwise terminated by either Party, for any reason or no reason at all, given 7 days notice (the “Term”). Services shall be provided once per week, in-person, totaling 21 hours per week. Billable hours shall not exceed 31 hours per week without prior written approval from the Director of Special Education.

1.2 Contract dates are subject to change. The parties acknowledge and agree that the Start Date and End Date are stated for administrative convenience and are not intended to, and do not, provide for a stated duration of the contract period. Unless otherwise notified, when the end date set forth above has elapsed, this Agreement shall be deemed to have been extended beyond the original end date on a month-to-month basis, on the same terms and conditions stated herein, until such time as the above mentioned project is completed, or Company provides 30-day prior written notice of a refusal to extend this Agreement.

### **1. “Speech-Language Services” are:**

1.1 Therapy services provided by a licensed and certified speech-language pathologist.

1.2 Any, all or some of the following:

1.2.1. Screening of speech-language and dysphagia disorders.

1.2.2. Diagnosis of speech-language and dysphagia disorders.

1.2.3. Treatment of speech-language and dysphagia disorders.

1.2.4. Preparation of materials necessary for such treatment.

1.2.5. Record keeping and documentation.



1.2.6. Report writing.

1.2.7. Writing speech-language IEP goals and objectives.

1.2.8. Consultation with school officials and families.

1.2.9. Attendance at IEP and other meetings as necessary.

## **2. Compensation:**

2.1 Company shall be compensated \$90.00 an hour for all Speech-Language Services provided in monthly payments consistent with current pay schedule.

2.2. All amounts payable under this Agreement shall be paid directly to Company.

2.3. In the event that additional or less hours are actually completed, Company shall adjust the invoice to reflect the actual number of hours worked multiplied by an hourly rate of \$90.00 and such product become due and payable within fifteen (15) days of invoice to School.

## **3. Company Responsibilities:**

3.1. Company shall provide Speech-Language Services to a standard of quality typical of professionals in the speech-language industry.

3.2. Company shall perform its duties and responsibilities under this Agreement with commercially reasonable best efforts.

3.3. Company shall obtain and maintain comprehensive professional liability insurance with limits of not less than \$1 million per occurrence / \$6,000,000 Annual Aggregate and general liability insurance with limits of not less than \$1 million per occurrence / \$2,000,000 Annual Aggregate combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Company and School against liability or claims of liability which may arise out of Company's provision of services under this Agreement.

3.4. Company will communicate with the hired speech-language pathologist(s) per any adjustments that the school is inquiring to make.

3.5. Company shall be solely responsible for all tax obligations, including but not limited to federal, state, and local taxes, payroll taxes, and any other financial liabilities associated with compensation for its employees or contractors. The School shall not be responsible for withholding, reporting, or paying any such taxes on behalf of the Company.



#### **4. School Responsibilities:**

- 4.1. School will use commercially reasonable efforts to assist Company in providing Speech-Language Services.
- 4.2. School will provide a clean, quiet, and private treatment space as well as any materials or support services required by Company.
- 4.3. School will communicate directly with Company owner for any adjustments that need to be made for the position(s).
- 4.4. School will keep Contract Agreement and information disclosed in this agreement confidential and only shared amongst the Parties involved, unless given permission by Company.

#### **5. General Terms:**

- 5.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one signed agreement between the Parties. Signatures may be transmitted by facsimiles or a scanned copy and shall be deemed original.
- 5.2. This Agreement, including all schedules and exhibits that are incorporated herein by reference, contains the entire agreement of the Parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing by authorized representatives of both Parties.
- 5.3. Company is an independent contractor of School and not an employee, agent, partners, representative or broker of School.
- 5.4. Each Party shall at all times comply with all applicable laws and government rules, regulations, and guidelines pertaining to its business, products or services, employment obligations, and the subject matter of this Agreement. This Agreement shall be governed by and construed under the laws of the State of Michigan, without giving effect to its choice of law rules.

If services vary from the contracted number of hours in paragraph one above, due to illness, professional meetings, inclement weather, school closing, or additional hours approved by the Director of Special Education, appropriate adjustment will be reflected in the invoice.



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Authorized Signature for C.O.O.R. ISD

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Date

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Ashton Poet, Founder & CEO  
Elevate Therapy Company, LLC

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Date

B. Approve amended Policies and  
Forms as provided by Thrun Law Firm  
and reviewed by the Policy  
Committee

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Policies: 2504,  
3110,3115,3115A,03118, 3121, 3201A,  
3211, 3212, 3301, 3301A, 3307, 3402,  
3407, 3408, 4101, 4103, 4105B,  
4106, 4221, 4403, 4407, 4408, 4409

Policy Update these are blue  
Red current

**Series 2000: Bylaws**

**2500 Board Meetings and Open Meetings Act Compliance**

**2504 Public Participation at Board Meetings**

Any member of the public may address the Board at a Board meeting, subject to the following rules:

- A. Except during a public participation portion of a Board meeting, no member of the public or other person may address the Board during a public meeting without the express permission of the President or other presiding officer.
- B. The Board will follow public participation rules that balance the District's interest in an orderly public meeting with an individual's First Amendment rights. A copy of these rules and any additional public participation rules adopted by the Board will be made available at Board meetings. The Board's public participation rules include, but are not limited to, the following:
  - 1. before addressing the Board, a member of the public will state their name and address;
  - 2. each person's public comments are limited to 5 minutes per public participation period. This time limit may be adjusted by the President or other presiding officer to facilitate public participation at Board meetings; Good
  - 3. persons who are part of a group or organization or who share similar viewpoints are encouraged to designate a spokesperson to address the Board;
  - 4. public comments of a personal nature are prohibited when: (a) the comments are unrelated to the manner in which a Board member or District employee performs that person's duties, and (b) the comments cause a substantial disruption to the meeting;
  - 5. any public comment not protected by the First Amendment of the U.S. Constitution is prohibited;
  - 6. Board members may ask questions of the speakers but are not required to answer questions or make statements in response to a public comment;
  - 7. written statements and documents presented to the Board by a public participant or group are public records and must be given to the Secretary or designee; and
  - 8. any audio recording, video recording, broadcasting, or telecasting must be performed from the seating area designated for the public or in the area otherwise designated by the President, Superintendent, or designee, and must not disrupt the meeting.

- C. Once the President or other presiding officer has determined that each member of the public requesting to do so has had a reasonable opportunity to address the Board during a public participation portion of a Board meeting, the President or other presiding officer will announce that the public participation portion of the meeting has ended.
- D. If the President or other presiding officer determines that a member of the public has violated 1 or more of the above rules and refuses to come into compliance with those rules, the member of the public will lose the right to speak during public comment at that meeting. A person who persistently engages in disorderly conduct or otherwise breaches the peace at a Board meeting, after notice from the President or other presiding officer, may be removed.

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

Date adopted: November 11, 2020

Date revised: August 14, 2024, August 13, 2025

## **Series 3000: Operations, Finance, and Property**

### **3100 General Operations**

#### **3110 Data Breach Response**

“Data breach,” as used in this Policy, means “a breach of the security database” as defined in the Michigan Identity Theft Protection Act.

If the District experiences a data breach or receives notice of a breach of a database with District data, the Superintendent or designee, with the assistance of other staff or consultants as necessary, must do the following:

#### **A. Assess and Investigate the Data Breach**

1. Make a reasonable effort to identify the cause of the data breach and secure known access points.
2. Promptly conduct a reasonable investigation to determine the extent of the data breach and the identity of persons whose personal information has been compromised. The investigation will include, to the extent possible, an assessment of the software, hardware, and physical documents that were accessed; which personnel and third parties had access to the compromised data; and what specific information was compromised.
3. Contact legal counsel, insurance carriers, and any other person or consultant necessary to investigate the cause of or response to the data breach. If appropriate, the Superintendent or designee may also contact law enforcement.

#### **B. Notifications Involving Michigan Resident Data**

1. Promptly notify:
  - a. each Michigan resident whose personal information was accessed, including encrypted information, if the person accessing the information also had unauthorized access to the encryption key;
  - b. any other person or organization that owns or licenses data subject to a data breach affecting a Michigan resident; and
  - c. each consumer reporting agency that compiles and maintains files on consumers on a nationwide basis, if more than 1,000 Michigan residents receive notice of the breach.
2. Notices must:
  - a. be in writing;

- b. describe the data breach in general terms, the type of personal information accessed in the data breach, the District's response to protect data from further breaches, and remind the affected person of the need to remain vigilant for incidents of fraud and identity theft;
  - c. include the District's telephone number and any other telephone number where the recipient may receive additional information; and
  - d. whenever possible, be mailed to the postal address of the affected person.
- C. If a data breach or other digital intrusion compromises information of a non-Michigan resident, comply with the data breach notification law of that resident's state.

Legal authority: MCL 445.63, 445.72

Date adopted: November 11, 2020

Date revised: August 13, 2025

## Series 3000: Operations, Finance, and Property

### 3100 General Operations

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

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

Title IX sexual harassment is covered by Policy 3118.

A contract to which the District is a party will be read to include a covenant by the contractor and its subcontractors not to discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, ~~or a matter directly or indirectly related to employment~~, because of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, height, weight, and marital status.

The Board directs the Superintendent or designee to designate one or more employees to serve as the District's applicable Coordinator(s), as described in Policy 3115B.

- A. Definitions: For definitions related to the District's non-discrimination, anti-harassment, and non-retaliation policy, including examples of prohibited conduct, see Policy 3115A – Definitions.
- B. Designation of Coordinators: To find the appropriate coordinator/compliance officer, see Policy 3115B – Designation of Coordinators.
- C. Supportive Measures: For more information about supportive measures, see Policy 3115C – Supportive Measures.
- D. Informal Resolution: For more information about informal resolution, see Policy 3115D – Informal Resolution.
- E. Grievance Procedure and Remedies: For more information about the grievance procedure for investigating unlawful discrimination, harassment, and retaliation complaints, and for possible remedies, see Policy 3115E – Grievance Procedure and Remedies.
- F. Complaint Dismissal and Appeals: For more information about dismissing a complaint, appealing a complaint dismissal, or appealing a determination of responsibility, see Policy 3115F – Complaint Dismissal and Appeals.
- G. Reserved

H. Training and Notice: For more information about training requirements and notice of the District's non-discrimination policy, see Policy 3115H – Training Requirements and Policy Notice.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

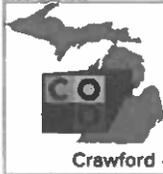
Date adopted: November 11, 2020

Date revised: August 14, 2024, February 13, 2025, August 13, 2025

Series 3000: Operation, Finance, and Property

3100 General Operations

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



**C.O.O.R.**  
**INTERMEDIATE**  
**SCHOOL DISTRICT**  
 Crawford • Oscoda • Ogemaw • Roscommon

11051 North Cut Road  
 Roscommon, MI 48653  
 Phone (989) 275-9555

This form is being submitted by: \_\_\_\_\_

Complainant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**If the Complainant is a student:**

Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_

School Building Attending: \_\_\_\_\_

**If the Complainant is an employee:**

Job Title: \_\_\_\_\_ Building: \_\_\_\_\_

**Complaint Details**

Reporter's Name and Relationship to Complainant: \_\_\_\_\_

Reporter's Phone: \_\_\_\_\_ Reporter's Email: \_\_\_\_\_

Respondent's Name: \_\_\_\_\_

Respondent's Relationship to Complainant: \_\_\_\_\_

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

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

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

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Signature

Date

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

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

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

## **Series 3000: Operations, Finance, and Property**

### **3100 General Operations**

#### **3115A Definitions for 3115 Series**

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

11. "Key Role" means Coordinator, Investigator, Decisionmaker, Informal Resolution Facilitator, or Appeals Officer.
12. "Party" means a Complainant or Respondent.
13. "Remedies" means measures provided, as appropriate, to a Complainant or any other person the District identifies as having had their equal access to the District's education program or activity limited or denied by Unlawful Discrimination. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that Unlawful Discrimination occurred.
14. "Respondent" means a person who is alleged to have violated the District's prohibition on Unlawful Discrimination.
15. "Retaliation" means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by the 3115 Policy Series, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the 3115 Policy Series. Retaliation does not include a requirement that a District employee participate in a Grievance Procedure.
16. "Supportive Measures" means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to:
  - a. restore or preserve that Party's access to the District's education program or activity, including measures that are designed to protect the safety of the Parties or the District's educational environment; or
  - b. provide support during the District's Grievance Procedure or during an informal resolution process.
17. "Unlawful Discrimination" means to treat a person differently or less favorably due to the person's race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally protected basis or any other legally protected class, and includes unlawful harassment and retaliation based on a person's membership in a protected classification.

## B. Examples of Unlawful Harassment

Unlawful harassment may include, but is not limited to:

1. ***Race, Color, or National Origin Harassment***, which is prohibited by Title VI and Title VII of the Civil Rights Act of 1964 and the Michigan Elliott-Larsen Civil Rights Act. Race, color, or national origin harassment is unwelcome conduct based on a person's actual or perceived race, color, or national origin that creates a hostile environment or becomes a condition of continued employment. Race includes traits historically associated with race, including, but not limited to, hair texture and protective hairstyles. Race, color, or national origin harassment may take many forms, including slurs, taunts, stereotypes, or name-calling, as well as racially motivated physical threats, attacks, or other hateful conduct.

Under this Policy, harassment based on ethnicity, ancestry, or perceived ancestral, ethnic, or religious characteristics, will be considered race, color, or national origin harassment.

2. ***Disability Harassment***, which is prohibited by the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Michigan Persons with Disabilities Civil Rights Act. Disability harassment is unwelcome conduct based on a person's actual or perceived disability that creates a hostile environment or becomes a condition of continued employment. Disability harassment may take many forms, including slurs, taunts, stereotypes, or name-calling, as well as disability motivated physical threats, attacks, or other hateful conduct.
3. ***Sex-Based Harassment***, which is prohibited by Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Michigan Elliott-Larsen Civil Rights Act, and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy, sexual orientation, and gender identity. Title IX sexual harassment is governed by Policy 3118.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted: November 11, 2020

Date revised: August 14, 2024, February 13, 2025, August 13, 2025



## **Series 3000: Operations, Finance, and Property**

### **3100 General Operations**

#### **3118 Title IX Sexual Harassment**

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

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

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

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

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

#### **A. Definitions**

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

1. "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:
  - a. a District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct;
  - b. unwelcome conduct that a reasonable person would determine to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
  - c. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).
    - i. "Sexual assault" is an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. It includes unlawful sexual intercourse (including incest and statutory rape) and any sexual act, including rape, sodomy, sexual assault with an object, or fondling, directed against another person without the consent of that person, including when that person is incapable of giving consent.
      - A) Rape: (Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
      - B) Sodomy: Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
      - C) Sexual Assault With an Object: To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
      - D) Fondling: The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

- E) Incest: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
  - F) Statutory Rape: Nonforcible sexual intercourse with a person who is under the statutory age of consent.
- ii. "Dating violence" means violence committed by a person who is or has been in a romantic or intimate relationship with the Complainant. The existence of such a relationship is based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
  - iii. "Domestic violence" means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, person with whom the Complainant shares a child, person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Michigan; or any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Michigan.
  - iv. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.
2. "Actual Knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator or any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only District employee with actual knowledge is the Respondent.
  3. "Appeals Officer" is the person designated by the District to decide appeals of a dismissal or determination of responsibility for matters investigated under this Policy. The Appeals Officer may not be the same person as the Investigator, Title IX Coordinator, Decision-Maker, or person designated to facilitate an informal resolution process on a specific matter.
  4. "Complainant" is a person who is alleged to be the victim of conduct that could constitute Title IX sexual harassment.
  5. "Consent" means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with

another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or relationships between District employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.

6. "Day," unless otherwise indicated, means a day that the District's central office is open for business.
7. "Decision-Maker" is the person designated by the District to review the investigation report and provide a written determination of responsibility that provides the evidentiary basis for the Decision-Maker's conclusions. The Decision-Maker may not be the same person as the Investigator, Title IX Coordinator, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter.
8. "Education Program or Activity" means any location, event, or circumstance over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred.
9. "Formal Complaint" means a written document or electronic submission signed and filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the sexual harassment allegation.
10. "Grievance Process" is the process by which the District investigates and determines responsibility for Formal Complaints.
11. "Investigator" is the person designated by the District to investigate a Title IX Formal Complaint. The Investigator cannot be the same person as the Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator has a conflict of interest or bias.
12. "Report" means an account of alleged Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).
13. "Respondent" is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.
14. "Supportive Measures" are non-disciplinary, non-punitive, individualized supports offered and implemented by the Title IX Coordinator as appropriate, as reasonably available, and at no-cost to the Complainant and the Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

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

#### B. Posting Requirement

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

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

#### C. Designation of Title IX Coordinator

All Coordinators, including the Title IX Coordinator, are identified in Policy 3115B.

#### D. Reporting Title IX Sexual Harassment:

A person may make a report of sexual harassment or retaliation at any time. Reports may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

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

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

#### E. General Response to Sexual Harassment

## 1. District's Obligation to Respond without Deliberate Indifference

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

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

## 2. Response to Report of Title IX Sexual Harassment

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

## 3. Formal Complaint Filed

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

## 4. Equitable Treatment

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

## 5. Documentation and Recordkeeping

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

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

## 6. Supportive Measures

After receiving a report of Title IX sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of

supportive measures, with or without the filing of a Formal Complaint. If the District does not provide a Complainant with supportive measures, then the Title IX Coordinator must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

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

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

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

Supportive measures may include, but are not limited to:

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

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

## 7. Respondent Removal

### a. Emergency Removal (Student)

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

### b. Administrative Leave (Employee)

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

## 8. Law Enforcement

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

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

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

## F. Grievance Process

### 1. Generally

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

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

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

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

At any point, the Title IX Coordinator, Investigator, Decision-Maker, or Appeals Officer may temporarily delay the Grievance Process or permit a limited extension of time frames for good cause. Good cause may include, but is not limited to, absence of a party, party's advisor, or witness; concurrent law enforcement activity; or the need for accommodations (e.g., language assistance or accommodation of disabilities). If there is a delay or extension, the parties will receive written notice of the delay or extension and the reasons for the action.

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

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

## 2. Notice of Allegations

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

- a. a copy of this Policy, which includes the District's Grievance Process, and any informal resolution process;
- b. the sexual harassment allegations, including sufficient details known at the time and with sufficient time so that parties may prepare a response before the initial interview. Sufficient details include parties involved in the incident, if known; the alleged conduct constituting sexual harassment; and the date and time of the alleged incident;
- c. a statement that the Respondent is presumed not responsible for the alleged conduct;
- d. a statement that a determination of responsibility is made at the Grievance Process's conclusion;
- e. a statement that the parties may have an advisor of their choice, who may be an attorney, although any attorney or advisor who is not a District employee will be at the party's own cost;
- f. a statement that the parties will be provided an opportunity to inspect and review any evidence before the investigation report is finalized; and
- g. if the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during an investigation or the disciplinary process, a citation to that portion of the Code of Conduct. If, during the course of an investigation, the Investigator

decides to investigate allegations that are not included in the initial notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

### 3. Informal Resolution

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

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

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

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

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

- a. allegations;
- b. informal resolution requirements, including the circumstances under which the informal resolution precludes the parties from resuming a Formal Complaint arising from the same allegations;
- c. right to withdraw from informal resolution and resume the Grievance Process at any time prior to a final resolution; and
- d. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or that could be disclosed.

### 4. Investigation

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

#### a. Investigation Process

The District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected

under a legally recognized privilege unless the person holding the privilege has waived the privilege in writing.

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

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

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

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

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

The Investigator must ensure that the Complainant and Respondent have an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party has the opportunity to meaningfully respond to the evidence before the investigation's conclusion. This evidence includes (1) evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and (2) inculpatory or exculpatory evidence obtained from any source.

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

#### b. Investigation Report

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

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

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

## 5. Determination of Responsibility

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

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

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

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

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

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

- a. identification of the sexual harassment allegations;
- b. description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
  - i. notification to the parties;

- ii. party and witness interviews;
  - iii. site visits;
  - iv. methods used to collect evidence; and
  - v. hearings held.
- c. factual findings that support the determination;
  - d. conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;
  - e. a statement of, and rationale for, the result as to each allegation, including:
    - i. a determination of responsibility;
    - ii. any disciplinary action taken against the Respondent (consistent with Policies 4309, 4407, 4506, 4606, or 5206, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and
    - iii. whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.
  - f. appeal rights.
- ## 2. Appeals

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

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

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

*Remove* ~~d. [District may choose to include additional appeal grounds, but should consult with legal counsel before doing so.]~~

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

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

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

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

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

## B. Dismissal

### 1. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

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

### 2. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

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

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

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

### C. Consolidation of Complaints

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

### D. Remedies and Disciplinary Sanctions

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

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

1. providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;
2. offering the parties school-based counseling services, as necessary;
3. providing the parties with academic support services, such as tutoring, as necessary;
4. rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;
5. moving the Complainant's or the Respondent's locker or work space;
6. issuing a "no contact" directive between the Complainant and Respondent;
7. providing counseling memoranda with directives or recommendations.

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

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

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

1. assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;
2. additional staff training;
3. a climate survey; or
4. letters to students, staff, and parents/guardians reminding persons of their obligations under this Policy and applicable handbooks.

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

#### B. False Statements

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

#### C. Confidentiality

The District will keep confidential the identity of a person who reports sexual harassment or files a Formal Complaint, including parties and witnesses, except as permitted or required by law or to carry out any provision of this Policy, applicable regulations, or laws.

#### D. Retaliation

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

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

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

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

#### E. Training

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

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

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

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

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

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

#### F. Record Keeping

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

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

#### G. Office for Civil Rights

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

U.S. Department of Education Office for Civil Rights  
Cesar E. Chavez Memorial Building  
1244 Speer Boulevard, Suite 310  
Denver, CO 80204-3582  
Telephone: 303-844-5695  
FAX: 303-844-4303; TDD: 800-877-8339  
Email: OCR.Denver@ed.gov

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

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

Date adopted: August 14, 2024

Date revised: February 13, 2025, August 13, 2025

Series 3000: Operation, Finance, and Property

3100 General Operations

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



**C.O.O.R.**  
**INTERMEDIATE**  
**SCHOOL DISTRICT**  
 Crawford • Oscoda • Ogemaw • Roscommon

11051 North Cut Road  
 Roscommon, MI 48653  
 Phone (989) 275-9555

This form is being submitted by:  Complainant  Title IX Coordinator

Complainant Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

**If the Complainant is a student:**

Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_

School Building Attending: \_\_\_\_\_

**If the Complainant is an employee:**

Job Title: \_\_\_\_\_ Building: \_\_\_\_\_

**Complaint Details**

Reporter's Name (if different than Complainant): \_\_\_\_\_

Reporter's Relationship to Complainant: \_\_\_\_\_

Reporter's Contact Information: \_\_\_\_\_

Respondent's Name (if known): \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Complainant's/Coordinator's Signature

Date

**Please submit this form to:**

Alexis Wilson, Human Resources  
11051 N. Cut Road  
Roscommon, MI 48653  
989-275-9555  
HR@coorisd.net

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

## Series 3000: Operations, Finance, and Property

### 3100 General Operations

**3121 Public School Academy Authorization** [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

The Board believes that the establishment of a public school academy ("PSA"), as authorized by the Michigan Legislature under the Revised School Code (the "Code"), may offer a means of furthering the mission and goals of the District by ~~insert basis for serving as an authorizer, such as~~ fostering diversity of educational opportunity within the District without sacrificing quality of education or creating unnecessary duplication]. good

Consistent with these purposes, the Board may determine from time to time, in its sole discretion, whether to open a PSA application window.

#### A. Definitions

1. "Application window" means a 14-calendar day period in which the Board will accept applications from PSA(s) in which the Board may choose to authorize. Opening an application window does not require that a Board select a PSA for authorization.
2. "Public School Academy" or "PSA" means a school authorized under Part 6A of the Michigan Revised School Code, a school of excellence authorized under Part 6E of the Code, and a strict discipline academy authorized under MCL 380.1311b-1311m.

#### B. Delegation of Authority

The Superintendent or designee shall be responsible to the Board to develop, recommend to the Board, and administer such processes as necessary for the Board to fulfill the following statutory responsibilities:

1. to issue (or to enter into an interlocal or intergovernmental agreement with another authorizing body to issue) PSA contracts only in compliance with controlling law;
2. to oversee (or to enter into an agreement with one or more other authorizing bodies to oversee) compliance by the board of directors of the PSA operating under a contract issued by the Board with the contract and all applicable law (this subsection does not relieve any other governmental entity of its enforcement or supervisory responsibility); and
3. to serve as fiscal agent for the PSA operating under a contract issued by the Board to receive state school aid payments for the PSA, which then shall be forwarded to the PSA, in accordance with such contract.

The Superintendent also is responsible to the Board to develop and administer a PSA board selection and appointment process, consistent with the method of selection resolution adopted by the Board, establishing the method of selection, length of term, and number of members of the board of directors of the PSA subject to its jurisdiction.

### C. Contract Issuance

The Board is not required to issue a charter contract to any person or entity. If the Board determines from time to time, in its sole discretion, to open an Application Window, any charter contract that may be issued will be issued on a competitive basis taking into consideration required statutory criteria.

The Board may authorize PSAs which best meet the following guidelines [Note: These are examples. This list can be modified to reflect the District's hopes/expectations for a PSA]:

1. further a well-defined and clearly stated mission and goals consistent with the mission and goals of the District;
  2. fill an identified and substantiated educational need or provide an opportunity for new learning experiences at a facility located within the boundaries of the District;
  3. involve students, parents, faculty, community and administration in planning, operating, and/or evaluating the program, as appropriate;
  4. reflect the needs, interests, resources and facilities of the area;
  5. utilize resources creatively, possibly incorporating the use of community resources;
  6. design programs to attract diverse and representative enrollments;
  7. work to establish and maintain constructive relationships with existing public schools in the area, including striving to create similar school calendars and expectations for staff and students;
  8. use a rigorous curriculum consistent with existing public schools in the area;
  9. adopt policies and procedures that are consistent with state and federal law;
  10. ensure students are assessed using approved assessment tools; and
- ~~T~~adequately meet the needs of potential students, which must include providing meals and transportation within an established transportation zone.

### D. Authorization Limitations

1. Operational Boundaries

The Board shall *not* issue a charter contract for a PSA that is not a cyber school to operate outside the District's geographic boundaries, and a PSA authorized by the Board that is not a cyber school shall *not* operate outside the District's boundaries.

2. Enrollment Boundaries

The Board shall include in any contract that it executes authorizing a PSA to operate a requirement that enrollment in the PSA: (a) *shall* be open to all pupils who reside within the geographic boundaries of the District that meet the PSA's enrollment policy; (b) *may* be open to all pupils who reside in the state of Michigan that meet the PSA's enrollment policy, provided, however that an School of Excellence operating as a cyber school *shall* be open to pupils in grades K-12 in the state; and (c) except for a foreign exchange student who is not a United States citizen, *shall not* be open to a pupil who is not a resident of the state of Michigan.

3. Limitation on Cyber Schools

The Board will not authorize more than one (1) school of excellence that is a cyber school.

E. Contract Terms and Conditions

The Board also shall include in any contract that it executes authorizing or re-authorizing a PSA to operate such terms and conditions as required by law.

F. Supplemental Agreements

The Board may require execution of such companion agreements to the Terms and Conditions of the Charter Contract as it deems necessary or appropriate, including, by way of example, an Oversight Agreement and Master Calendar of Reporting Requirements and Fiscal Agency Agreement.

G. Submission of Contract to MDE

Within 10 days after issuing a contract for a PSA, the Board (or its designee) shall submit to the State Superintendent (or designee) a copy of the contract and of the PSA application as required under the Revised School Code.

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

Date adopted: August 13, 2025

Date revised:



Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

**3201A Financial Management for Federal Awards [Optional] [Note: If the Board elects not to adopt this policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]**

This Policy applies to the District's use of federal awards, subject to the Uniform Grant Guidance, 2 CFR Part 200. Policy 3301A governs procurement with federal funds:

*Adopt Policy as written*

A. The District shall implement and maintain a system of internal cash management controls that comply with the requirements of 2 CFR 200.302(b) ("Financial Management System") and provide for the following:

1. identification in its accounts of all federal awards received and expended and the programs under which they were received;
2. accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with applicable reporting requirements;
3. records that adequately identify the source and application of awards for federally-funded activities;
4. effective control over, and accountability for, all funds, property, and other assets that must be safeguarded and only used for authorized purposes;
5. a comparison of expenditures with budget amounts for each federal award;
6. written procedures governing federal payments, in accordance with subsection B below; and
7. written procedures for determining the allowability of costs, in accordance with subsection C below.

B. Cash Management and Federal Payments

In addition to any other written procedures the District may implement, the District shall comply with the requirements of 2 CFR 200.305 for federal payments, including:

1. The District's payment methods shall minimize the time elapsing between the receipt and disbursement of funds. The District shall request payment using forms and procedures designated by the awarding agency.
2. The Superintendent or designee may submit requests for advance payments and reimbursement (i) at least monthly when electronic fund transfers are not

used, and (ii) as often as deemed appropriate when electronic fund transfers are used in accordance with applicable laws:

- ~~3. Advance payments shall be limited to the minimum amounts needed and timed with the District's actual, immediate cash requirements in carrying out the program or project. The amount and timing of advance payments must be as close as is administratively feasible to the District's actual disbursements.~~
- ~~4. The District must make timely payment to contractors in accordance with applicable contract provisions.~~
- ~~5. To the extent possible, the District must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.~~
- ~~6. Advance payments of federal awards must be deposited and maintained in insured accounts whenever possible.~~
- ~~7. The District must maintain advance payments of federal awards in interest-bearing accounts, unless:
  - ~~a. the District receives less than \$250,000 in federal awards per year;~~
  - ~~b. the best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances;~~
  - ~~c. the depository would require an average or minimum balance so high that it would not be feasible; or~~
  - ~~d. a foreign government or banking system prohibits or precludes interest-bearing accounts.~~~~
- ~~8. The District may retain interest earned up to \$500 per year for administrative expenses. Additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted to the Department of Health and Human Services Payment Management System through an electronic medium, either the Automated Clearing House network or a Fedwire Funds Service payment.~~

#### ~~G. Allowability of Costs~~

~~The District shall comply with the cost principles of 2 CFR Part 200, Subpart E, as applicable, including the following general criteria for allowable costs under 2 CFR 200.403:~~

- ~~1. be necessary and reasonable for the performance of the award and be allocable under the cost principles;~~

- ~~2. conform to any limitations or exclusions set forth in the cost principles or in the federal award as to types or amount of cost items;~~
- ~~3. be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the District;~~
- ~~4. be accorded consistent treatment. For example, a cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost;~~
- ~~5. be determined in accordance with generally accepted accounting principles;~~
- ~~6. not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period;~~
- ~~7. be adequately documented; and~~
- ~~8. be incurred during the approved budget period unless the awarding agency waives such requirement.~~

#### ~~D. Capital Asset Accounting~~

- ~~1. The District will implement and maintain a capital asset accounting system, including recordation of all necessary reporting information, as prescribed by MDE, the Michigan Public School Accounting Manual (Bulletin 1022), generally accepted accounting practices, and GASB-34 standards. The Superintendent, business manager, etc. or designee may establish specific procedures for ensuring compliance with this Policy.~~
- ~~2. Unless otherwise governed by federal, state, or local law or regulation or the terms and conditions of an award, the District will utilize the criteria provided in Bulletin 1022, Section II.E. for distinguishing between supplies and equipment items.~~
- ~~3. The District's capitalization threshold is \$[up to \$10,000].~~ *check w/ Thrun*

#### ~~E. Disposal of Federally Funded Equipment~~

- ~~1. The District will maintain an inventory of all District-owned equipment and supplies, which will be updated at a frequency determined by the Board.~~
- ~~2. The District will manage equipment consistent with the requirements in 2-CFR 200.313(d).~~
- ~~3. When equipment acquired through a federal award is no longer needed for its original purpose, the District will follow the disposition procedures in 2-CFR 200.313(e) and as provided in the terms and conditions of the award, as applicable.~~

~~Legal authority: 15 USC 1693, et seq.; 2 CFR Part 200, et seq.~~

Date adopted: ?

Date revised: August 13, 2025

## Series 3000: Operations, Finance, and Property

### 3200 Finance and Borrowing

#### 3211 *Post-Issuance Tax Compliance*

##### A. Policy

Federal tax law requires that issuers of outstanding tax-exempt or tax credit debt obligations (“Obligations”) comply with certain post-issuance requirements in the Internal Revenue Code (IRC) and Treasury Regulations. Obligations include, but are not limited to, tax-exempt bonds, refunding bonds, tax credit bonds, installment and lease purchase agreements, lines of credit, state aid notes, and tax anticipation notes.

##### B. Policy Implementation

To preserve the tax-exempt or tax credit status of the Obligations and to comply with federal tax law after Obligations have been issued, the Board authorizes the Superintendent or designee to establish administrative guidelines in connection with Obligations to comply with federal tax law.

##### C. Designation of Debt Compliance Officer

The District’s chief business official will be the debt compliance officer responsible for implementing this Policy (“Debt Compliance Officer”). In the absence of a chief business official, the Superintendent or designee will serve as the Debt Compliance Officer until a replacement Debt Compliance Officer is assigned. The Superintendent will ensure that a person serves in this position at all times. If the District contracts with a third party for business services, including another school district, the Superintendent or designee remains responsible for the oversight of the third-party Debt Compliance Officer.

##### D. Responsibilities of Debt Compliance Officer

The Debt Compliance Officer will be responsible for administration and oversight of post-issuance tax compliance requirements and other provisions of this Policy related to the District’s Obligations, including implementation and compliance with remedial action procedures outlined below. The Debt Compliance Officer’s responsibilities will include:

1. overseeing and managing compliance with federal rules and regulations applicable to post-issuance tax compliance for all outstanding Obligations from the date of issuance through the date of maturity of such Obligations, including any refunding Obligations related to the original issuance of debt;
2. consulting with bond counsel, financial advisors, and other professionals about non-compliance, if any, and required remedial actions as necessary;

3. maintaining written records of expenditures and investments of Obligations in accordance with subsection G;
4. supervising and ensuring timely filings of reports and forms required by state and federal agencies related to Obligations;
5. providing written documentation and other requested disclosures, including to the District's bond counsel, financial advisors, and other professionals, upon request;
6. monitoring arbitrage, yield restriction, and rebate requirements under IRC Section 148. This duty includes monitoring compliance with 6-month, 18-month, or 2-year spending exceptions, as applicable; and
7. monitoring all record retention requirements and oversee compliance with record retention requirements set forth in this Policy.

#### E. Internal Written Procedures and Protocols

1. The Debt Compliance Officer will develop written internal controls and procedures related to post-issuance tax compliance that address at least the following:
  - a. identifying and reporting non-compliance, including protocols for contacting bond counsel and financial advisors;
  - b. monitoring compliance with arbitrage, yield restriction, and rebate requirements under IRC Section 148; and
  - c. monitoring and tracking the use of bond-financed or refinanced assets, including identifying non-compliance and taking appropriate remedial action in accordance with Treasury Regulation 1.141-12.
2. Internal procedures and controls will provide for detailed written guidelines to be used for the purpose of identifying potential non-compliance. If non-compliance is confirmed, the Debt Compliance Officer will take immediate action to report and resolve non-compliance in accordance with the District's internal procedures and federal law and regulations.

#### F. Periodic Compliance Review

1. Annual Review. The Debt Compliance Officer will conduct an annual review of District records related to outstanding Obligations to ensure that such records, including tax documentation, are adequately maintained.
2. Periodic Review. The Debt Compliance Officer will review and update District records, including tax documentation, related to an Obligation upon the occurrence of any of the following events:
  - a. the retirement, defeasance, or refunding of an Obligation; and

- b. upon the sale, re-purposing, change in use, or refinancing of property purchased with outstanding Obligations that remain outstanding.

#### G. Record Retention

The District will maintain detailed written records of all expenditures and investments of Obligations for the life of the Obligation, which will be maintained until final maturity. With respect to bond issues, the District will maintain records of all expenditures and investments for the life of the bonds, including any subsequent refunding bonds, plus 3 years.

#### H. Training and Education

In the discretion of the Superintendent, the District may provide, at its cost, training for the Debt Compliance Officer and any additional personnel who assist the Debt Compliance Officer in the performance of duties described in this Policy.

Legal Authority: IRC 148; Treasury Regulation 1.141-12

Date adopted: November 11, 2020

Date revised: August 14, 2024, August 13, 2025



## Series 3000: Operations, Finance, and Property

### 3200 Finance and Borrowing

#### 3212 *Post-Issuance Disclosure Compliance*

In connection with the District's issuance of securities that are subject to the requirements of Securities and Exchange Commission Rule 15c2-12 ("Bonds"), the District may be subject to a continuing disclosure undertaking or agreement ("CDA") to disclose certain information after issuance of Bonds. A CDA may be found in the Bond transcript of proceedings.

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

*Keep* ~~[Optional:~~ If the Board determines that compliance with this Policy in a particular situation would impose an unreasonable burden on the District, it may forego compliance with the advice of bond counsel.]

#### A. The Compliance Officer

##### 1. The Compliance Officer will:

- a. monitor and verify compliance with the CDAs; and
- b. create and maintain an inventory of the District's outstanding financial obligations.

##### i. A financial obligation means:

- a debt obligation or a guarantee of a debt obligation; or
- a derivative instrument entered into in connection with, or pledged as security or a source of payment for, existing or future debt obligations or a guarantee of such derivative instrument.

ii. Solely for the purposes of subsection C.2.b of this Policy, "financial obligation" does not include any municipal security for which a final official statement has been provided to the Municipal Securities Rulemaking Board pursuant to Rule 15c2-12.

2. The District, at its cost, will provide the Compliance Officer with training and educational resources necessary to ensure compliance with the CDAs.
3. The Compliance Officer has authority to seek guidance from the District's bond counsel and financial advisors to comply with the CDAs.

#### B. Review of Offering Materials

When the District issues Bonds, the Compliance Officer will review the preliminary official statement, final official statement, and other applicable offering materials to ensure they do not:

1. contain any untrue statement of a material fact; or
2. omit any material fact that needs to be included to ensure the statements are not misleading.

#### C. Post-Issuance Obligations

1. The Compliance Officer will review continuing disclosure requirements before each annual disclosure deadline.
2. The Compliance Officer's annual review will include ensuring the following information, where applicable, is reported to the proper repository (as of the date of adoption of this Policy, the repository is the Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board at <http://www.emma.msrb.org>):
  - a. By December 27 of each year (or as otherwise required in an applicable CDA):
    - i. audited financial statements for the most recently ended fiscal year in compliance with state laws, administrative rules, and generally accepted accounting principles applicable to the District as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board; and
    - ii. additional annual financial information and operating data set forth in the respective CDA or in the respective official statement for a particular Bond issue under the heading "CONTINUING DISCLOSURE" or similar heading.
  - b. Notice of certain reportable events, subject in some cases to a determination of materiality by the District, within 10 business days after the occurrence. See each CDA for the respective list of events, which typically includes the following:
    - non-payment related defaults, if material;
    - modifications to rights of bondholders, if material;
    - bond calls, if material;
    - release, substitution, or sale of property securing repayment of the Bonds, if material;

- the consummation of a merger, consolidation, or acquisition, or certain asset sales involving the District, or entry into or termination of a definitive agreement relating to the foregoing, if material;
- appointment of a successor or additional trustee or the change of name of a trustee, if material;
- incurrence of a financial obligation by the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders, if material;
- principal and interest payment delinquencies;
- unscheduled draws on debt service reserves reflecting financial difficulties;
- unscheduled draws on credit enhancements reflecting financial difficulties;
- substitution of credit or liquidity providers, or their failure to perform;
- defeasances;
- credit rating changes, including the District's underlying rating or an enhanced rating on the Bonds due to credit enhancement;
- adverse tax opinions or events affecting the status of the Bonds, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices, or determinations as to the tax status of the Bonds;
- tender offers;
- bankruptcy, insolvency, receivership, or similar event of the District; and
- default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

c. If the District retains a third party to assist the District with fulfilling its continuing disclosure responsibilities under any CDA, the Compliance

Officer will annually review the contract and verify that the third party has fulfilled all of the District's continuing disclosure responsibilities.

Legal authority: 17 CFR 240.15c2-12; MCL 380.1351a

Date adopted: November 11, 2020

Date revised: August 13, 2025

## Series 3000: Operations, Finance, and Property

### 3300 Facilities, Real, and Personal Property

#### 3301 Purchasing and Procurement

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

##### A. Responsibility for Purchasing

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

##### B. When Competitive Bidding is Required

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

##### C. Bidding Procedure

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

- e. any other process, in the Superintendent's or designee's discretion, that is likely to result in at least 3 known vendors providing bids for the item sought, regardless of whether at least 3 bids are actually received.
2. Each bidder responding to a request for proposals must certify that it is not an Iran-linked business as defined by MCL 129.312.

### 3. Awarding Bids

- a. If competitive bidding is required by law, any contract must be awarded by the Board to the lowest responsible bidder.
- b. In determining bidder responsibility, the District may take 1 or more of the following into account:
  - the District's experience with the bidder;
  - others' experience with the bidder;
  - the bidder's history of satisfactory performance or questionable litigation, protests, or disputes;
  - the bidder's capitalization and solvency;
  - the length of time the bidder has been engaged in its business;
  - the recommendation of the District's professional consultants; and
  - any other factor consistently and lawfully applied.
- c. In any bid procedure, the District reserves the right to reject any or all bids or waive any informalities or irregularities in the bid process.

### 4. Michigan-Based Business Preference

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

## D. Purchases Using State Aid Act Funds

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

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

#### E. Purchases Using Federal Funds

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

Legal authority: 2 CFR 200.1 et seq.; MCL 129.311 et seq.; MCL 380.623a; MCL 388.1764c

Date adopted: November 11, 2020

Date revised: October 19, 2022, August 14, 2024, August 13, 2025



## Series 3000: Operations, Finance, and Property

### 3300 Facilities, Real, and Personal Property

#### 3301A Purchasing and Procurement with Federal Funds

This Policy applies to purchases of property and services with federal funds that are subject to the Uniform Grant Guidance. The federal regulation is incorporated by reference, and all terms in this Policy have the same meanings as defined therein (2 CFR 200.1-99).

##### A. State Law Requirements Still Apply

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

##### B. Procurement Methods

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

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

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

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

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

##### 3. Purchases over \$250,000

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

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

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

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

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

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

Legal authority: 2 CFR 200.1 et seq.

Date adopted: October 19, 2022

Date revised: August 13, 2025

## Series 3000: Operations, Finance, and Property

### 3300 Facilities, Real, and Personal Property

#### 3307 Construction Administration

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

##### A. Plan Review

1. Before commencing construction, the District, or an authorized agent on the District's behalf, will submit project plans and specifications to the Michigan Bureau of Construction Codes Plan Review Division.
2. Alternatively, the District may submit the plans and specifications to the applicable local building department if the Board and the municipality's governing body have properly certified that full-time code officials, inspectors, and plan reviewers registered under the Skilled Trades Regulation Act will conduct plan reviews and inspections. In that situation, the District must also submit the plans and specifications to the Bureau of Fire Safety.
3. *Remove* [Optional but recommended for a District that may construct or expand a high school with an athletic field or facility in a township: If required by Revised School Code Section 1263, before building a new high school or expanding a high school by at least 20% of its existing square footage, the District, or an authorized agent on the District's behalf, will submit the site plan to the local zoning authority for administrative review.]
4. Before the District commences new construction or major renovation of a school building or athletic facility, the Superintendent or designee will consult with the law enforcement agency that will be the first responder for that building or facility about safety issues.

##### B. Professional Consultants

1. If the total cost of a school building construction project will be \$15,000 or more:
  - a. a Michigan-licensed architect or professional engineer must prepare the plans and specifications; and
  - b. a qualified person or firm must supervise construction as provided in MCL 388.852.
2. The District may hire a construction manager for any project. If the construction manager also performs construction, either directly or by assuming responsibility for the work of other contractors (e.g., construction manager as constructor):

- a. the construction manager may not supervise such construction under MCL 388.852; and
- b. the District must still bid the project as required by law.

#### C. Payment and Performance Bonds

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

#### D. Prevailing Wage

1. Bid materials, project specifications, and contract documents must comply with applicable federal and state law prevailing wage requirements.
2. The responsibility for paying prevailing wage rates rests solely with the contractor. The District has no duty to ensure that a contractor has paid prevailing wage rates.

Legal authority: 40 USC 3141, et seq.; MCL 129.201 et seq.; MCL 339.6001 et seq.; MCL 380.1263, 380.1264; MCL 388.851 et seq.; MCL 408.1101, et seq.

Date adopted: October 19, 2022

Date revised: August 14, 2024, August 13, 2025

## **Series 3000: Operations, Finance, and Property**

### **3400 School Safety and Security**

#### **3402 Drills, Plans, and Reports**

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

##### **A. Emergency Drills**

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

##### **B. Cardiac Emergency Response Plan**

The Board will develop, adopt, and provide for annual review a cardiac emergency response plan as required by law. The Board will integrate the cardiac emergency response plan into the protocols of the local emergency response system and emergency response agencies. All high school athletic coaches must be certified in CPR and use of an AED by the American Red Cross, the American Heart Association, or a comparable organization approved by MDE.

##### **C. Drinking Water Management Plan**

The Board will develop, adopt, update, implement, and make available upon request a Drinking Water Management Plan as required by law.

##### **D. Cooperation**

The Superintendent or designee will act as liaison to work with the School Safety Commission and the Office of School Safety, including to identify model practices for determining school safety measures.

##### **E. Safety and Emergency Plans**

The Board will comply with the statewide school information policy, and the Superintendent or designee will provide all reports, information, and notices required by that policy. If the policy does not satisfy the requirements of Revised School Code Section 1308b(3), the Board will develop and adopt an emergency operations plan with public input and participation by at least 1 law enforcement agency having jurisdiction over the District. The statewide school information policy or the emergency operations plan, as applicable, will be reviewed every 2 years in conjunction with at least 1 law enforcement agency having jurisdiction over the District. The Board will notify MDE within 30 days after completing a required review.

##### **F. Reporting Incidents of Crime**

Each building principal will collect and update information at least weekly on incidents of crime in the applicable building. At least annually, the Board will post information on its website about incidents of crime in the District and will make this information available to Parents on a per-building basis. Within 24 hours after an incident occurs, the Superintendent or designee will report to the Michigan State Police crimes and attempted crimes identified in MCL 380.1310a(2).

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

Date adopted: November 11, 2020

Date revised: August 14, 2024, August 13, 2025

## Series 3000: Operations, Finance, and Property

### 3400 School Safety and Security

#### 3407 Asbestos Management

##### A. Asbestos Management Plan

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

1. Each asbestos management plan will address building inspections, re-inspections, preventative measures, periodic surveillance, response actions, operations and maintenance, notices, and other information required by law.
2. Each school building will maintain in its administrative offices a complete, updated copy of the asbestos management plan for that school building. The District's administrative offices will maintain complete, updated copies of asbestos management plans for all school buildings. The District will make asbestos management plans available for inspection without cost but may charge a reasonable amount to make copies.
3. The District will provide training and information, maintain records, and perform asbestos-related obligations with accredited persons as required by law.
4. The Board designates *Director of Operations* ~~the Superintendent or designee (may be an employee or consultant)~~ to oversee the District's compliance with the asbestos management plan and AHERA.

##### B. Asbestos Abatement Contractors

1. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project unless the contractor provides an affidavit describing (i) any criminal convictions relating to compliance with environmental laws or regulations, (ii) any notices of violation of environmental laws or regulations, and (iii) whether it has been subject to any administrative order or consent judgment within the preceding 5 years.
2. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project unless the District conducts a background investigation of the contractor seeking to bid on the project. At a minimum, the background investigation will include (i) consulting the webpage of the Michigan Department of Environment, Great Lakes, and Energy to determine if the contractor has received notices of violation of environmental regulations, or has been subject to an administrative consent order or a consent judgment involving environmental regulations, and (ii) consulting the

webpage of the United States Department of Labor, Occupational Safety and Health Administration to determine if the contractor has received notices of violation of asbestos regulations.

3. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project if:
  - a. the contractor's affidavit discloses a criminal conviction related to compliance with environmental regulations; and/or
  - b. the contractor has been issued five or more notices of violation of environmental regulations, or has been subject to an administrative consent order or a consent judgment involving environmental regulations within the immediately preceding five years, unless (i) the District investigates each of the notices, administrative consent order, or consent judgment and determines that the contractor is able to adhere to the agreement based on the District's observations of improvements or other demonstrated ability to comply with environmental regulations, (ii) the District makes such determinations in writing and publicly available, and (iii) the District conducts at least one public hearing for public input with at least thirty days' notice.

Legal authority: 15 USC 2641 et seq.; 29 CFR 1910.1001; 40 CFR 763 Subpart E; MCL 338.3351, et seq.; MCL 388.861 et seq.

Date adopted: November 11, 2020

Date revised: February 14, 2024, August 13, 2025

## Series 3000: Operations, Finance, and Property

### 3400 School Safety and Security

#### 3408 Firearms and Weapons

The District is a weapon-free school zone. Except as otherwise permitted by Policy or required by applicable law, a person may not possess a weapon on District property. See also Policy 5206. Each person on District property must also comply with the federal Gun- Free School Zones Act.

##### A. As used in this Policy:

1. ~~{Optional in conjunction with subsection B.7.}~~ An "antique firearm" means that term as defined by MCL 750.237a.] Yes
2. A "firearm" means any weapon that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive.
3. "Pistol" means that term as defined by MCL 28.421.
4. "District property" means:
  - a. a building, playing field, or property used for school purposes to impart instruction to students or used for functions and events sponsored by a school, except a building used primarily for adult education or college extension courses; and
  - b. a vehicle used by the District to transport students to or from a place described in subsection A.4.a above. Yes
5. A "weapon" means a firearm, pneumatic gun, ~~{Optional:}~~ dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles, or any other object used, intended, or represented to inflict serious bodily injury or property damage].

##### B. Permitted Uses

The following persons may possess a weapon on District property:

1. a peace officer as defined by law or those persons listed in MCL 28.425o(5);
2. a student's Parent licensed to carry a concealed pistol may carry a concealed pistol (but no other weapons) while in a vehicle if the Parent is dropping the student off at, or picking the student up from, the student's school;
3. a person with permission from the Superintendent or designee to possess a firearm (but no other weapons) within any lawful parameters established by the Board;

[The following are optional and should be discussed in conjunction with legal counsel.]

4. an employee or contracted person if the possession of that weapon is to provide security services for the District;
5. a person licensed to carry a concealed pistol may possess a pistol but is only allowed to open carry;
6. a person who possesses a weapon provided by the District or the District's instructor for purposes of providing or receiving instruction in the use of that weapon; and
7. ~~Use in conjunction with subsection A.1:~~ a non-student at least 18 years old who possesses an unloaded firearm (but no other weapons) in a wrapper or container in a vehicle's trunk while transporting a student to or from the school if any of the following apply:
  - a. the person is carrying an antique firearm while en route to or from a hunting or target shooting area or function involving the exhibition, demonstration, or sale of antique firearms;
  - b. the person is carrying a firearm while in possession of a valid Michigan hunting license or proof of valid membership in an organization having shooting range facilities and while en route to or from a hunting or target shooting area;
  - c. the person is carrying a firearm from the place of purchase to his or her home or place of business or to a place of repair or back to his or her home or place of business, or in moving goods from one abode or business to another abode or business; or
  - d. if the vehicle does not have a trunk, the person is carrying a firearm in the passenger compartment and the person is otherwise complying with the requirements of subsection b or c and the wrapper or container is not readily accessible to the vehicle's occupants.]

Yes

#### C. Violations

1. Students and District personnel with knowledge that a person is in violation of this Policy should immediately report the violation to the building principal or designee.
2. Violation of this Policy will result in discipline of students, employees, and contractors, up to and including expulsion or termination, removal from District property, and referral to law enforcement.

#### D. Notices

1. The District will annually distribute the Michigan Department of Health and Human Services notice concerning the best practices for the safe storage of firearms to the parent or legal guardian of each student enrolled no later than October 1 of each year.
2. By October 1, 2025, and each October 1 thereafter, the District will annually post the Michigan Department of Health and Human Services notice to the District webpage.

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

Date adopted: February 14, 2024

Date revised: August 14, 2024, August 13, 2025



## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

#### 4101 Non-Discrimination

##### A. Equal Employment Opportunity

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

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

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

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

- Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination against qualified persons with disabilities in employment, public service, public accommodations, and telecommunications;
- Pregnancy Discrimination Act of 1978, which prohibits discrimination based on pregnancy, childbirth, or related medical conditions;
- Pregnant Workers Fairness Act (PWFA), which requires covered employers to provide reasonable accommodations to a worker's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause an undue hardship;
- Genetic Information Non-Discrimination Act of 2008 (GINA), which prohibits discrimination based on genetic information as to health insurance and employment;
- Michigan Elliott-Larsen Civil Rights Act of 1976 (ELCRA), which prohibits discrimination based on race, color, national origin, age, sex, pregnancy, sexual orientation, gender identity or expression, religion, height, weight, or marital status;
- Michigan Persons with Disabilities Civil Rights Act of 1976 (MPDCRA), which prohibits discrimination against qualified persons based on disability that is unrelated to that person's ability to perform the duties of a particular position or genetic information; and
- Michigan Equal Pay Act, which prohibits discriminatory wage practices based on sex.

The District also complies with and prohibits employment action that violates the following statutes:

- Family and Medical Leave Act of 1993 (FMLA), which requires covered employers to provide up to 12 work weeks of unpaid, job-protected leave to eligible employees for certain family, military, and medical reasons, and up to 26 work weeks to care for a covered service member with a serious injury or illness;
- Earned Sick Time Act (ESTA), which provides eligible employees with earned sick time that may be used for certain reasons;

- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which provides job protection and reemployment rights to individuals who voluntarily or involuntarily leave employment to undertake military service, including military reservists and National Guard members called to duty;
- Public Employment Relations Act of 1947 (PERA), which prohibits a public employer from discriminating against an employee based on membership or non-membership in a labor organization;
- Fair Labor Standards Act of 1938 (FLSA), which establishes minimum wage, overtime pay, record keeping, and youth employment standards affecting employees; and
- Michigan Whistleblower Protection Act of 1980, which protects employees who report a violation or suspected violation of state, local, or federal law and employees who participate in hearings, investigations, or court actions.

## B. Reporting Requirements

Any employee who believes he/she has been subjected to behavior that violates this Policy is encouraged to file a complaint promptly with a supervisor. A complaint implicating an individual's civil rights will be investigated pursuant to the procedures outlined in Policy 4104 and 3115-3115H. A complaint alleging Title IX sexual harassment will be investigated pursuant to the procedures outlined in Policy 3118.

Employees with questions about compliance with this Policy and applicable laws should contact the Superintendent or the Employment Compliance Officer(s) identified in Policy 3115B.

Board members, administrators, and supervisors must promptly report incidents of Unlawful Discrimination and Retaliation that he/she observes or about which he/she receives information.

Board members, administrators, or supervisors who receive a complaint alleging a violation of this Policy must promptly report the complaint, in writing, to the Employment Compliance Officer(s) identified in Policy 3115B.

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

## C. Employment Discrimination Compliance Training

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

The District may also provide Unlawful Discrimination and Retaliation training to Board members and employees.

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

Legal authority: 20 USC 1681 et seq.; 29 USC 206 et seq., 701 et seq., 2601 et seq.; 38USC 4301 et seq.; 42 USC 2000d et seq., 2000e et seq., 2000ff et seq., 12101 et seq.; H.R. 2617-1626, 117th Cong. § 103(1) (signed into law December 29, 2022); MCL 37.1101 et seq., 37.2101 et seq.; MCL 423.201 et seq.; MCL 750.556; 34 CFR 106.1 et seq.; MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 2024 Mich LEXIS 1454 (July 31, 2024)

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Date revised: August 14, 2024, August 13, 2025

## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

#### 4103 Whistleblowers' Protection

An employee shall report, on his/her own behalf or on behalf of another employee, a violation or a suspected violation of a federal, state, or local law, regulation, or rule to the employee's supervisor or the Employment Compliance Officer(s) identified in Policy 3115B. Reports must be made in good faith. An employee who makes or is about to make a report in good faith and in compliance with this Policy will not be discharged, subject to adverse employment action, or subject to other discrimination or retaliation because the employee was about to make or made a report.

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

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

Legal authority: MCL 15.361 et seq.

Date adopted: August 11, 2021

Date revised: August 14, 2024, August 13, 2025



## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

#### 4105B Religious Workplace Accommodations for Employees and Applicants

The District complies with Title VII and state and local laws that prohibit discrimination in employment against employees or applicants for employment based on religion. The District will reasonably accommodate sincerely held religious beliefs, practices, and observances of employees and applicants for employment absent an undue hardship.

An employee or applicant for employment who requests a reasonable accommodation based on religion must promptly inform the Superintendent or designee. Upon receipt of an accommodation request, the District will begin the interactive process with the employee or applicant to consider reasonable accommodation options consistent with Title VII ~~[Optional: using the interactive process form, Form 4105B-F]~~. Reasonable accommodation requests that do not pose an undue hardship will be considered.

After considering the requested accommodation and other relevant information, the District will, as appropriate, implement reasonable accommodations that do not pose an undue hardship (as defined by law). The District is not obligated to adopt the applicant's or employee's specific accommodation request.

The District may engage or re-engage in accommodation discussions, as necessary.

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

Legal authority: 42 USC 2000e, et seq.; *Groff v DeJoy*, 143 S Ct 646 (2023)

Date adopted: August 13, 2025

Date revised:



## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

**4106 Family and Medical Leave Act (FMLA)** [Optional for Districts with Less Than 50 Employees / Required for Districts with 50 or More Employees] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

This Policy will be interpreted and applied consistent with the FMLA, as amended, and its regulations. This Policy should not be interpreted to conflict with an applicable collective bargaining agreement where the collective bargaining agreement provides rights or obligations beyond those conferred by FMLA and that are not prohibited by FMLA.

#### A. Qualifying for FMLA Leave

##### 1. Employee Eligibility

a. To be eligible for FMLA leave, an employee must:

- i. have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave (full-time instructional employees are presumed to meet the 1,250 hour requirement);
- ii. have completed 12 months (cumulative) of work for the District before the commencement of the leave. This includes non-consecutive intervals of employment with the District occurring up to 7 years before the commencement of the FMLA leave; and
- iii. make the request at a time when the District has 50 or more employees at, or within 75 miles of, the worksite.

b. The applicable 12-month period to determine an employee's entitlement to FMLA leave (i.e., the FMLA leave year) is ~~Choose one: a "rolling" 12-month period measured backward from when the FMLA leave would commence / a "rolling" 12-month period measured forward from the date the employee first takes FMLA leave / the period from [ ] to [ ] / the calendar year, January 1 to December 31.~~

c. An eligible employee taking FMLA leave to care for a covered service member or veteran with a serious injury or illness is allowed to take up to 26 work weeks of leave in a single 12-month period measured forward from the date the employee first takes leave.

##### 2. Qualifying Events

- a. An eligible employee may take FMLA leave, up to a total of 12 work weeks, during any 12-month period for any one or more of the following:
  - i. the birth or care of the employee's newborn child;
  - ii. the employee's care for a newly adopted child or child placed in the employee's home for foster care;
  - iii. to care for a spouse, child (who is younger than age 18, or over 18 but incapable of self-care), a Parent (but not parent-in-law), or an individual for whom the employee stands *in loco parentis* who has a serious health condition;
  - iv. the employee's own serious health condition; or
  - v. a qualifying military exigency about an employee, the employee's spouse, child (regardless of age), or Parent.
- b. An eligible employee may take up to 26 work weeks of leave during a single 12-month period to care for a covered service member who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness. The employee must be the spouse, child, Parent (regardless of their child's age), or next of kin of the covered service member. This subsection applies to veterans of the Armed Services who suffered an injury or illness, or aggravated an injury or illness, in the line of duty on active duty if the veteran was a member of the Armed Forces at any time during the 5 years before receiving treatment.

### 3. Limitations on FMLA Leave

- a. The entitlement to leave for the birth of a child or placement of a child with an employee for the purposes of adoption or foster care expires at the end of the 12-month period beginning on the date of the birth or placement, and these circumstances do not qualify for intermittent or reduced schedule leave ~~[Optional: unless the Superintendent or designee approves an intermittent or reduced schedule leave in writing].~~
- b. Concerning spouses who are both employed by the District, and both eligible for FMLA leave, they are limited to a combined total of 12 work weeks of FMLA leave for the birth or placement, or related care, of a child for adoption or foster care with the employees or the care of a Parent with a serious health condition. This limitation does not apply to the care of a spouse or child with a serious health condition or to an employee's own serious health condition.
- c. Concerning the entitlement to 26 work weeks of leave to care for a covered service member with a serious illness or injury, the 26 work week allotment may include other reasons for FMLA leave authorized by the

Act. But in that allotment, an employee is not entitled to more than 12 work weeks of leave for reasons unrelated to the care for a covered service member with a serious illness or injury.

- d. Concerning spouses who are both employed by the District, and both eligible for FMLA leave to care for a covered service member, they are limited to a combined total of 26 work weeks of leave for all leaves authorized by the Act during the 12-month period commencing with FMLA leave to care for a covered service member. The spouses are subject to the 12 work week limitation for leave related to the birth or placement, or related care, of a child for adoption or foster care with the employees or the care of a Parent with a serious health condition.

## B. FMLA Notice

1. An employee must give the District notice of FMLA leave as follows:
  - a. When the need for FMLA leave is foreseeable (e.g., for the birth of a child, placement for adoption or foster care, or planned medical treatment), 30 calendar days' notice is required. If the employee fails to give 30 calendar days' notice with no reasonable excuse, the District reserves the right to deny or to delay the employee's FMLA leave. If the FMLA leave is for planned medical treatment, the employee must make reasonable efforts to schedule treatment so as not to unduly disrupt the District's operations.
  - b. When the need for FMLA leave is unexpected, the employee must provide notice to the District as soon as practicable.
2. For both foreseeable and unexpected leave, employees must comply with District Policies, work rules, collective bargaining agreement provisions, and customary absence reporting procedures. Failure to comply with these requirements may be grounds to delay or deny the employee's FMLA leave request and may result in discipline.
3. Absent extenuating circumstances, within 5 work days after an employee requests FMLA leave or the District has reasonable information that an employee may qualify for FMLA leave, the District will provide to the employee a copy of this Policy and the U.S. Department of Labor's (DOL) "Notice of Eligibility and Rights & Responsibilities" DOL Form WH-381 (as updated).
4. Once the District receives sufficient notice, including any requested medical certification (see below), that an employee's leave qualifies as FMLA leave, the District will, absent extenuating circumstances, within 5 work days, notify the employee in writing whether the leave is designated as FMLA leave using DOL Form WH-382 (as updated).

## C. Certification

1. If an employee requests FMLA leave due to the employee's serious health condition or to care for a Parent, child, or spouse with a serious health condition, the employee must provide medical certification from a health care provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the family member and the expected duration of the leave. Employees requesting leave for a qualifying exigency or leave to care for a covered service member with a serious injury or illness must provide the appropriate certification. The District will provide the employee with the appropriate DOL form applicable to the employee's requested leave.
2. Employees must return the requested certification within 15 calendar days after the request. The District may delay or deny FMLA leave if submission of the certification is not timely.
3. Failure or refusal to provide requested medical certification within 15 calendar days may result in denial of the leave being designated as FMLA leave.
4. If an employee provides an incomplete or insufficient certification, the District will advise the employee, in writing, of the deficiencies and what additional information is needed. An employee must return the requested additional information within 7 calendar days. The District, but not the employee's direct supervisor, may contact an employee's health care provider for clarification or authentication of a certification. The District may not contact the employee's health care provider if a complete and sufficient certification, signed by the health care provider, is submitted.
5. If the District has reason to doubt the medical certification an employee submits, the District may require, at its expense, that the employee obtain a second opinion from a health care provider of the District's choice. If the second opinion differs, the District may require, at its expense, that a third opinion be obtained from a health care provider who is mutually selected by the employee and the District. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third health care provider, the employee will be bound by the second opinion. The District may not request a second opinion for leave to care for a covered service member or veteran with a serious injury or illness.

The District may request recertification consistent with FMLA regulations. Recertification will be at the employee's expense.

The District may request recertification in less than 30 calendar days if: an employee requests an extension of FMLA leave; circumstances stated in the prior certification have changed significantly; or the District receives information that casts doubt upon the employee's stated reason for the absence or the certification's validity.

#### D. Concurrent Leave and Substitution of Paid Leave

FMLA leave provided to employees is unpaid, unless the employee has applicable paid leave. Applicable paid leave (e.g., sick, personal, business, vacation, paid time off, leave under Michigan Earned Sick Time Act (ESTA), or workers' compensation) will run concurrently with FMLA leave at the election of either the District or the employee. The ability to use paid leave concurrently with FMLA leave is subject to compliance with the procedures and conditions normally associated with the paid leave. A medical leave of absence covered by workers' compensation runs concurrently with FMLA leave and consistent with an applicable individual employment contract or collective bargaining agreement. FMLA leave beyond an employee's applicable accrued paid leave is unpaid.

#### E. Intermittent and Reduced Schedule Leave

1. Eligible employees may take FMLA leave intermittently or on a reduced schedule when leave is taken to care for a family member with a serious health condition, for an employee's own serious health condition, because of a qualifying exigency, or to care for a covered service member or veteran, an eligible employee may take leave intermittently or on a reduced schedule when medically necessary.
2. Intermittent or reduced schedule leave will not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken. Intermittent and reduced schedule FMLA leave will be accounted for in the shortest increment used to account for leave generally within the employee's classification.

Employees must follow the District's absence reporting procedures when using intermittent leave.

3. When an instructional employee seeks to take intermittent or reduced schedule leave to care for a family member with a serious health condition, to care for a covered service member or veteran, or for the employee's own serious health condition which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20% of the total number of work days over the leave period, the District may either require the employee to take leave on a full-time basis for the duration of the requested intermittent or reduced schedule leave or temporarily transfer the employee to an alternate position with equivalent pay and benefits.
4. If an eligible employee requests intermittent or reduced schedule leave for a foreseeable medical treatment, including during a period of recovery from a serious health condition, the District may require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. The alternate position must have equivalent pay and benefits as the employee's regular position.

#### F. Group Health Plan Benefits

1. Eligible employees are generally entitled to the continuation of District-provided group health plan benefits while on FMLA leave. Group health plan benefits include medical, dental, and optical insurance coverages in which the employee is enrolled at the time that FMLA leave is taken.
2. The District will continue paying its portion, if any, of the employee's group health plan costs and insurance premiums or representative premiums while the employee is on FMLA leave and in accordance with any applicable collective bargaining or individual employment contract. Any share or portion of the group health plan costs, insurance premiums, or representative premiums paid by the employee before FMLA leave must continue to be paid by the employee during FMLA leave. See DOL Form WH-381. An employee's failure to pay his/her portion of group health plan costs, insurance premiums, or representative premiums during FMLA leave may result in loss of coverage if the employee's contribution is more than 30 calendar days late. The District will provide the employee with written notice at least 15 calendar days before cancelling the employee's coverage because of a failure to make employee contributions.
3. As addressed in subsection I below, an employee who fails to voluntarily return to work after FMLA leave may be required to repay the District for his/her group health plan benefit costs.

#### G. Return to Work

1. At the expiration date of an employee's FMLA leave, the employee will be returned to that employee's former position or an equivalent position with the same pay, benefits, and working conditions. An employee taking FMLA leave has no greater right to reinstatement than if the employee had been continuously employed during the FMLA leave period.
2. If an employee was unable to renew a license or certification because of FMLA leave and is no longer qualified for the employee's former position, the District will provide the employee reasonable time, on unpaid status, to fulfill the necessary return to work conditions.
3. Instructional Employees
  - a. "Instructional" employees are those whose principal function is to teach and instruct students in a class, small group, or individual setting.
  - b. If an instructional employee begins FMLA leave more than 5 weeks before the end of a term or semester, the District may require the employee to take FMLA leave until the end of the term or semester if the FMLA leave is to last at least 3 weeks and the employee would return to work during the 3-week period before the end of the term or semester.
  - c. If an instructional employee begins FMLA leave during the 5-week period before the end of a term or semester because of the birth or placement for

adoption or foster care of a child, to care for a spouse, child, or Parent with a serious health condition, or to care for a covered service member or veteran, the District may require that FMLA leave be taken until the end of the term or semester if the instructional employee would return to work during the 2-week period immediately before the end of the term or semester and the leave is to last more than 2 weeks.

- d. If an instructional employee begins FMLA leave during the 3-week period before the end of a term or semester because of the birth or placement for adoption or foster care of a child, to care for a spouse, child, or Parent with a serious health condition, or to care for a covered service member or veteran, the District may require the employee to take FMLA leave until the end of the term or semester, if the leave will last more than five (5) work days.
- e. Any additional FMLA leave required of an instructional employee by the District will not count against the employee's allotment of FMLA leave.

#### 4. Fitness for Duty

The District may require that an employee returning from FMLA leave submit a fitness-for-duty certification from a health care provider which addresses the employee's ability to return to work and perform the essential functions of the employee's position. The District must provide the employee with notice of the requirement to provide a fitness-for-duty certification and the essential functions of the employee's position when the District provides the employee the designation of FMLA leave notice (DOL Form WH-382, as updated). If the employee fails to submit the fitness-for-duty certification in a timely manner, return from FMLA leave may be delayed by the District. The employee may be terminated if he/she fails to submit the fitness-for-duty certification.

- 5. Unless a collective bargaining agreement provides otherwise, an employee on unpaid FMLA leave is not entitled to accrue seniority, employment benefits (other than medical insurance), or any benefit conditioned on length of service or work performed.

#### H. Denial of Key Employee Restoration

- 1. The District reserves the right to deny restoration to the same or equivalent position to any eligible employee who is a key employee, meaning any employee who is paid a salary and is in the highest paid 10% of employees. The District may deny restoration if necessary to prevent substantial and grievous economic injury to the District's operations. If the District intends to deny restoration to a key employee, it will:
  - a. use DOL Form WH-381, as updated, to notify the employee of his/her status as a key employee in response to the employee's request for FMLA leave and provide the employee with an explanation of the consequences for the employee if the District determines that substantial and grievous

injury will result to its operations if the employee is reinstated after FMLA leave;

- b. notify the employee, in person or by certified mail, as soon as the District decides it will deny restoration and the reasons for the denial;
- c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice;
- d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration; and
- e. the District must maintain its group health plan cost, contributions, premium, or representative premium contributions for the employee's group health plan benefits for the entire term of the employee's FMLA leave, even after giving the employee notice that restoration will be denied.

#### I. Failure to Return to Work

1. An employee's unexcused failure to return to work upon expiration of FMLA leave will subject the employee to discharge unless the District grants an extension of leave as required by law or under a collective bargaining agreement, employee handbook, or individual employment contract. An employee who requests an extension of leave due to the continuation, recurrence, or onset of the employee's serious health condition, or the serious health condition of the employee's spouse, child, Parent, or covered service member or veteran, must submit to the employee's supervisor a written request for an extension. This written request must be made as soon as possible before the expiration of the employee's FMLA leave. Medical certification or recertification will be required to support any request for leave extension.
2. If an employee is unable to perform the essential functions of the position or an equivalent position at the end of FMLA leave, the District will comply with ADA requirements, as applicable.
3. If an employee fails to return to work after his/her FMLA leave expires, the employee must reimburse the District for any group health plan costs, contributions, premiums, and representative premiums that the District paid for continuation of the employee's group health benefits coverage during FMLA leave, unless the employee does not return due to: (a) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the District with sufficient certification from the proper health care provider of the continuation, recurrence, or onset of the serious health condition; or (b) other circumstances beyond the employee's control. This provision does not apply to any group health plan cost, insurance premium, or representative premium

contributions made by the District for periods during which the employee used paid leave concurrently with FMLA leave.

#### J. Recordkeeping

1. The District will maintain the following records related to FMLA requests and use:
  - a. basic payroll information;
  - b. dates (or hours) during which eligible employees take FMLA leave;
  - c. copies of all notices, requests, and other documents related to FMLA leave;
  - d. copies of documents evidencing group health plan cost contributions, insurance premium, and representative premium payments made by the District on behalf of an eligible employee on FMLA leave; and
  - e. documents related to disputes about eligibility or designation of FMLA leave.
2. Medical certifications and other medical documentation related to FMLA leave will be maintained in a separate, confidential file from an employee's personnel file. See Policy 4224.

#### K. Notice to Employees

The District will post the appropriate notice of rights poster in a location easily seen by employees and include a general notice of employee FMLA rights in applicable employee handbooks or by providing employees notice at their time of hire.

Legal authority: 29 USC 2601 et seq.; 29 CFR 825.100 et seq.

Date adopted: August 11, 2024

Date revised: August 14, 2024, August 13, 2025



## Series 4000: District Employment

### 4400 Professional Staff

#### 4403 Performance Evaluation

Performance evaluations are essential to provide quality educational services and to measure competency. This Policy does not diminish the Board's authority or ability to non-renew a professional staff member's contract at the end of the contract's term, consistent with applicable statutes, collective bargaining agreements, Policies, and individual employment contracts. This Policy must be implemented consistent with Policy 1101.

A. Teachers as Defined by Revised School Code Section 1249 (K-12 certified teachers of record)

Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. a year-end evaluation process that meets statutory standards;
2. an evaluation tool that incorporates components required by law, including:
  - a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
  - b. the teacher's performance; and
  - c. objective criteria.
3. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
  - a. all probationary teachers;
  - b. teachers rated needing support or developing; or
  - c. at the evaluator's discretion when performance deficiencies are noted.
4. classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;
5. a mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals

developed by the evaluator, and any recommended training identified by the evaluator;

6. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
7. tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated [~~Choose one: biennially or triennially~~], but if the teacher is not rated as effective on one of the [~~Choose one: biennial or triennial~~] year-end evaluations, the teacher must receive year-end evaluations;
8. a mentor for teachers rated developing or needing support or for teachers in the first year of probation;
9. opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
10. a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
11. website posting of required information for the evaluation tool;
12. training on the evaluation tool for teachers and evaluators as required by law; and
13. other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher must be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

#### B. Non-Teaching Professionals Subject to the Teachers' Tenure Act

The performance evaluation system for a Non-Teaching Professional with a teaching certificate subject to the Teachers' Tenure Act must include multiple observations. An IDP will be developed during the employee's probationary period. Except during the probationary period, which must include annual evaluations, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

To the extent required by law, a tenured Non-Teaching Professional subject to the Teachers' Tenure Act rated as needing support may request a review consistent with Revised School Code 1249.

C. Non-Teaching Professionals and Teachers Not Subject to Revised School Code Section 1249

For Non-Teaching Professionals and teachers not subject to Revised School Code Section 1249, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee, except annual evaluation will be performed during the employee's probationary period. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

An IDP may be established at the Superintendent's or designee's discretion.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1233b, 380.1248, 380.1249; 380.1249a(2); MCL 423.215

Date adopted: August 11, 2021

Date revised: August 14, 2024, August 13, 2025

The Board's action may be based upon the Superintendent's or designee's written recommendation and applicable procedures set forth in the Teachers' Tenure Act.

## **B. Tenured and Non-Probationary Professional Staff**

Tenured teacher discipline or demotion will occur only for a reason(s) that is not arbitrary or capricious. Likewise, the disciplining of Non-Teaching Professionals will be governed by the arbitrary or capricious standard unless expressly stated otherwise in a collective bargaining agreement, employee handbook, or individual employment contract. Under the arbitrary or capricious standard, a disciplinary decision must be supported by a preponderance of the evidence and the discipline must have a rational relationship to the established misconduct or inappropriate behavior.

Before imposing discipline, the Superintendent or designee will investigate whether a Professional Staff member engaged in conduct that may justify discipline. The investigation should include discussions with witnesses determined by the Superintendent or designee to have relevant information and a review of tangible evidence (e.g., documents, video, electronic communications). The Professional Staff member will be provided an opportunity to respond to the allegation(s).

If a Professional Staff member is governed by a collective bargaining agreement or individual employment contract, the Superintendent or designee will adhere to the disciplinary standards and procedures in that agreement. If the collective bargaining agreement or individual employment contract does not have an applicable provision, then the standards and procedures outlined below will apply.

The following procedures may be used for investigating allegations of Professional Staff misconduct or inappropriate conduct:

1. The Superintendent or designee may consult with legal counsel in appropriate cases and may request that legal counsel assist with an investigation.
2. The Superintendent or designee will give the Professional Staff member oral or written notice of the allegation(s).
3. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.
4. The Superintendent or designee will give oral or written notice of the time, date, and location of a meeting to provide the Professional Staff member with an opportunity to respond to the allegation(s) and substantiating factor(s).
5. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

6. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.
7. If an investigation concludes that a preponderance of the evidence (i.e., more likely than not) establishes that the Professional Staff member engaged in conduct warranting discipline, the appropriate level of discipline will be guided by the following:
  - a. the seriousness of the offense;
  - b. the Professional Staff member's prior disciplinary and employment record;
  - c. whether other Professional Staff members have engaged in similar or like past conduct known to the District's administration and the discipline imposed for those infractions;
  - d. the existence of aggravating or mitigating factors, as determined by the Superintendent or designee;
  - e. applicable federal or state law;
  - f. the Professional Staff member's acceptance of responsibility;
  - g. the likelihood of recurrence; and
  - h. any other factors the Superintendent or designee determine are relevant.
8. Disciplinary measures may include:
  - a. warning;
  - b. reprimand;
  - c. unpaid suspension;
  - d. financial penalty; or
  - e. discharge.

This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measure. The District may consider additional preventative measures to address the misconduct, including training, coaching, and other remedial measures.

9. Discipline will be confirmed in writing and placed in that person's personnel file. The discipline imposed may also be reflected in the person's year-end performance evaluation.

10. The Superintendent or designee is authorized to impose discipline except for:

- a. the discharge of a Professional Staff member; or
- b. the demotion of a tenured teacher, as defined in the Teachers' Tenure Act.

The Board's action may be based on the Superintendent's or designee's written recommendation and applicable procedures in the Teachers' Tenure Act.

11. A tenured teacher's salary may be escrowed after tenure charges are approved by the Board pursuant to Policy 4208.

#### C. Extracurricular Positions, Including Athletic Coaches

Unless otherwise provided by an applicable collective bargaining agreement or individual employment contract, employees holding extracurricular positions, including athletic coaches, may be disciplined for any lawful reason. For contracted extracurricular positions, including athletic coaches, see Policy 4207.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a; *NLRB v J Weingarten, Inc*, 420 US 251 (1975)

Date adopted: November 11, 2020

Dated revised: January 10, 2024, August 13, 2025

## Series 4000: District Employment

### 4400 Professional Staff

#### 4408 Termination

This Policy must be implemented consistent with Policy 1101.

##### A. Probationary Teachers

For purposes of this Policy, the “termination” of a probationary teacher occurs when the probationary teacher is discharged during the term of an existing individual employment contract between the probationary teacher and the Board. Discontinuation of a probationary teacher’s employment at the expiration of an individual employment contract is not termination for purposes of this Policy and is addressed separately in Policy 4409.

The Board may terminate a probationary teacher for misconduct, inappropriate behavior, performance that is not effective, or for any other lawful reason at any time.

The Superintendent or designee may recommend the termination of a probationary teacher to the Board. The recommendation will include the reason(s) for the proposed termination.

Probationary teachers recommended for termination by the Superintendent or designee will be provided advance notice of the allegations; an opportunity for a hearing in closed or open session before the Board; and the time, date, and location of the Board hearing.

##### B. Tenured Teachers

The Superintendent or designee may recommend the termination of a tenured teacher by filing tenure charges with the Board. The Board will consider whether to proceed on the tenure charges or modify the charges. A tenured teacher may be terminated for a reason that is not arbitrary or capricious.

The tenured teacher may challenge the Board’s decision to discharge or demote the teacher by timely filing an appeal with the State Tenure Commission.

##### C. Non-Teaching Professionals and Teachers not subject to the Teachers’ Tenure Act (preschool, GSRP, or other teachers if they did not serve a probationary period under the Tenure Act)

{Choose Option 1 or 2:}

[Option 1: Unless otherwise provided by a collective bargaining agreement or individual employment contract: (1) a Non-Teaching Professional or teacher who is not subject to the Teachers’ Tenure Act is subject to 4 years of probationary service and may be non-renewed or terminated at-will by the Board; and (2) after

4 years, the non-probationary Non-Teaching Professional or teacher may be terminated for any reason that is not arbitrary or capricious, subject to due process.]

~~[Option 2: Unless otherwise provided by a collective bargaining agreement or individual employment contract, a Non-Teaching Professional or teacher who is not subject to the Teachers' Tenure Act may be terminated by the Board for any reason that is not arbitrary or capricious, subject to due process.]~~

The Superintendent or designee may recommend the termination of a Non-Teaching Professional or teacher to the Board. The recommendation will include the reason(s) for the proposed termination.

Non-Teaching Professionals or teachers recommended for termination by the Superintendent or designee will be provided advance written notice of the allegations; an opportunity for a hearing in closed or open session before the Board; and the time, date, and location of the Board hearing.

#### D. Extracurricular Positions, Including Athletic Coaches

Unless otherwise provided by a collective bargaining agreement or individual employment contract, extracurricular positions, including athletic coaches, may be non-renewed or terminated at-will by the Superintendent or designee. For contracted extracurricular positions, including athletic coaches, see Policy 4207.

Legal authority: MCL 38.83(2), 38.101, 38.121

Date adopted: November 11, 2020

Date revised: January 10, 2024, August 13, 2025

## Series 4000: District Employment

### 4400 Professional Staff

#### 4409 Non-Renewal

For purposes of this Policy, “non-renewal” of a probationary teacher refers to the discontinuation of the employment relationship between the Board and a probationary teacher at the expiration of the probationary year following the process set forth in the Teachers’ Tenure Act.

Teachers must serve a probationary period as required by the Teachers’ Tenure Act. A probationary teacher’s contract may be non-renewed for performance-based reasons or any other lawful reason.

This Policy must be implemented consistent with Policy 1101.

#### A. Probationary Period

1. A probationary teacher rated developing or needing support may be subject to non-renewal consistent with the Teachers’ Tenure Act. To attain tenure, a probationary teacher must receive a “highly effective” or “effective” rating on 3 year-end performance evaluations, including their most recent evaluation and have completed at least 4 full school years of employment. A teacher’s probationary period may extend, or the probationary teacher may be nonrenewed, if the teacher does not receive 3 consecutive effective ratings during the probationary period.

For a teacher who previously held tenure in another Michigan public school district, the teacher is subject to a 2-year probationary period, unless the Board acts to reduce the teacher’s probationary period. The Board may make such a reduction if it determines that it is in the District’s best interest considering factors such as the teacher’s employment history; certifications, approvals, or authorizations; experience in subject matter or grade level; professional development, training, and academic preparation; and any other relevant factors as determined by the Board.

2. ~~Optional:~~ Unless otherwise provided by a collective bargaining agreement or individual employment contract:
  - a. Non-Teaching Professionals who are not subject to the Teachers’ Tenure Act are subject to 4 years of probationary service and may be non-renewed or terminated at-will by the Board; and
  - b. After 4 years, the non-probationary Non-Teaching Professional may be non-renewed or terminated for any reason that is not arbitrary or capricious, subject to due process.]

#### B. Non-renewal

1. Probationary teacher non-renewal is subject to the non-renewal procedures specified in the Teachers' Tenure Act. This Policy will be implemented consistent with that statute.
  2. Before non-renewing a probationary teacher, the probationary teacher must receive written notice of the Superintendent's or designee's recommendation for non-renewal and the time, date, and place of the Board meeting at which the Board will consider the recommendation. The recommendation for non-renewal will state the reason(s) for the recommendation and may include supporting documentation.
  3. The probationary teacher must receive written notice of Board action to non-renew the teacher's contract at least 15 calendar days before the end of the school year (June 30) except as provided in subsection 4 below. If the teacher is hired after the beginning of the school year, notice of non-renewal must be received at least 15 calendar days before the teacher's anniversary date of hire.
  4. For a teacher who previously held tenure in another Michigan public school district, the teacher must receive written notice of non-renewal at least 60 calendar days before the completion of the probationary period.
- C. The probationary teacher will be provided an opportunity to address the Board in open or closed session and respond to the Superintendent's or designee's recommendation to non-renew.
- D. The Board must take action in open session on the recommendation to non-renew the probationary teacher.
- E. The probationary teacher must be served with written notice of the Board's action non-renewing the teacher's employment and a copy of the Board action within the timeframe required by the Teachers' Tenure Act. The non-renewal notice will specify that a probationary teacher has the right to appeal the timeliness or legal effect of a notice of non-renewal. The appeal must be filed with the State Tenure Commission within 20 calendar days after the probationary teacher's receipt of the notice of non-renewal. A copy of the Teachers' Tenure Act should also be included with the notice.
- F. Teachers who are not subject to the Teachers' Tenure Act may be non-renewed at the discretion of the Board for any lawful reason subject to an applicable collective bargaining agreement or individual employment contract. [Option: The teacher must have advance notice that the Board is considering nonrenewal and an opportunity to be heard. The teacher will receive written notice of a nonrenewal decision.]

Remove

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

Date adopted: November 11, 2020

Date revised: August 14, 2024, August 13, 2025



## Series 4000: District Employment

### 4200 Employee Conduct and Ethics

#### 4221 Employee Speech

As role models, employees must exercise sound judgment in their interactions with students, Parents, and members of the community and maintain a high degree of professionalism and objectivity. Employees must act within the scope of their respective duties and responsibilities.

##### A. Curriculum, Instruction, and Controversial Topics

During instruction and discussion of controversial issues, employees must follow these guidelines:

1. the issues discussed must be relevant to the curriculum and be part of a planned educational program;
2. students and Parents must have free access to appropriate materials and information for analysis and evaluation of the issues;
3. employees must allow discussion of a variety of viewpoints so long as that discussion does not substantially disrupt the educational environment;
4. the topic and materials used must be within the students' range, knowledge, maturity, and competence;
5. employees must obtain pre-approval from the building principal before instructing students about sensitive or controversial issues; ~~and~~
6. employees must not advocate partisan causes, sectarian religious views, or self-propaganda of any kind during school or school-related functions. Employees may express a personal opinion as long as students are encouraged to reach independent decisions; ~~and~~
7. if a Parent objects to their student's instructional materials, employees will refer the Parent to Policy 5407 and Form 5407-F.

Employees who are unsure of their obligations must confer with their building principal or supervisor.

##### B. Speech on Matters of Public Concern

The District respects and supports its employees' right as citizens to exercise free speech in a responsible manner.

Free speech rights are not absolute and are subject to restriction when the employee is acting within the course and scope of their employment.

Added Reference  
to opt out in  
Policy 5407-f

When speaking as a citizen on a matter of public concern, an employee must not make written, verbal, online, or nonverbal statements that cause a substantial disruption to the school environment, violate federal or state law, or otherwise violate these Policies. An employee's right as a citizen to comment upon matters of public concern must be balanced against the District's interest in promoting the efficiency of the public services it performs through its employees.

Employees do not speak on behalf of the District or a school unless specifically authorized by the Board or Superintendent.

Legal authority: U.S. CONST. amend. I; Const 1963, art I, § 5

Date adopted:

Date revised:

Clarified opt out process as ruled by Supreme Court  
(We will have to decide if we want optionals)

**Series 5000: Students, Curriculum, and Academic Matters**

**5400 Curriculum, Instruction, and Parent Involvement**

**5407 Instructional Program and Curriculum Development**

The District will provide students with at least the minimum number of instructional hours and days each school year required by the state for full state aid funding. The District may deviate from this requirement only as permitted by state law.

The Board, advised by the Superintendent, will adopt a curriculum and procure textbooks and materials to support the curriculum.

The Superintendent or designee is responsible for providing and directing District-wide planning for curriculum, instruction, assessment, and staff development in accordance with Policy 2203. Committees consisting of educational professionals, including administrators, and community members, may be established to design instructional strategies and assessments to implement the curriculum.

**A. Parent Rights**

As described in Policy 5401, the District will provide a Parent the opportunity to review District-approved curriculum, textbooks, and instructional materials upon request to the building principal. See Policy 5401 for appropriate procedures.

**B. [Optional, but recommended] Complaints about Instructional Materials**

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

1. ~~First Level – Objection to Teacher/Building Principal. The Parent must submit an objection and explanation in writing to the relevant classroom teacher/building principal using Form 5407-F. The teacher/building principal will review the Parent's objection and either (1) exempt the student from using the material; (2) discontinue using the material for some or all students; or (3) advise the Parent of the educational and pedagogical reasons for the material objected materials to determine whether:~~
2. ~~Second Level – Appeal to Building Principal. If the Parent disagrees with the teacher's response, the Parent may submit a written appeal to the building principal stating the reasons why the Parent objects to the materials. The building principal will confer with the relevant classroom teacher within 5 school days. The building principal will review the written objection and the materials in question to determine whether:~~
  - a. ~~the stated objection outweighs the educational and pedagogical reasons the material was selected.~~

- b. the materials require the student to engage in conduct or practice that violates ~~the or substantially interferes with the~~ student's sincerely held religious belief ~~or religious development~~;
- c. the materials lack serious educational, literary, artistic, political, or scientific value for the age range of the students in question; or
- d. the materials are inappropriate or harmful for the age range of the students in question.

The building principal will confer with the teacher as part of their review of the Parent's objection.

The building principal will provide all parties with a written response granting or denying the ~~appeal~~Parent's objection within 10 school days ~~after conferring~~. If the Parent's objection is granted, the student will be excused from this instructional material with the teacher ~~no negative consequence~~.

- 3. ~~[Optional—If selected, choose]~~ Choose Option 1 Superintendent Review or Option 2 Committee Review]

~~Option 1—Third:~~ **Option 1** ~~Third:~~ **Second** Level - Superintendent Review. If the Parent disagrees with the building principal's response, the Parent may submit a written appeal to the Superintendent within 5 school days after receiving the building principal's response. The Superintendent will review the Parent's written objection, the building principal's written response, the Parent's written appeal, the materials being challenged, and any other information the Superintendent deems relevant. The Superintendent will issue a written decision within 30 calendar days of receiving the appeal based on the factors described in Section 21 above. The Superintendent's decision is final. ~~If the Parent's appeal is granted, the student will be excused from this instructional material with no negative consequence.~~

~~Option 2—Third:~~ **Option 2** ~~Third:~~ **Second** Level – Committee Review. If the Parent disagrees with the building principal's response, the Parent may submit a written appeal to the Superintendent within 5 school days after receiving the building principal's response. The Superintendent will create a committee to review the appeal. The committee will review the Parent's written objection, the building principal's ~~written~~ response, the Parent's written appeal, the materials being challenged, and any other information the committee deems relevant. The committee will issue a written decision within 30 calendar days of receiving the appeal based on the factors described in Section 21 above. The committee's decision is final. ~~If the Parent's appeal is granted, the student will be excused from this instructional material with no negative consequence.~~

C. ~~[Optional, but recommended]~~ Complaints about Library Materials

- 1. ~~If a Parent objects to materials in the school library, the Parent must submit an objection and explanation in writing to the Superintendent identifying:~~

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

The Superintendent may, in his or her sole discretion, designate review to another administrator or employee. The Superintendent or designee will endeavor to provide a written response to the Parent within 30 calendar days after receiving the objection. The Superintendent or designee's decision is final.

The District will not restrict access to the challenged material during the review process.

Legal Authority: MCL 380.1137; MCL 388.1706; *Mahmoud v Taylor*, 606 US \_\_ (2025)

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

New Form

5400 Curriculum, Instruction, and Parent Involvement

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

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

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

I request that my child, \_\_\_\_\_, be excused from the following

class instruction: \_\_\_\_\_

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

Reason for opt-out:

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

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

Parent's Name (Print): \_\_\_\_\_

Date \_\_\_\_\_

Parent's Signature: \_\_\_\_\_

Principal Response:

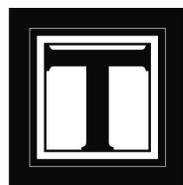
- Granted

Denied (provide denial rationale): \_\_\_\_\_

# Marked PDF of Changes

***Tracked Changes to the  
ISD Board Policy Manual  
June 11, 2025***

***Note: use the Bookmarks tab to quickly  
access different updates in this PDF***



**THRUN**  
LAW FIRM, P.C.  
POLICY SERVICE

## Series 2000: Bylaws

### 2500 Board Meetings and Open Meetings Act Compliance

#### 2504 Public Participation at Board Meetings

Any member of the public may address the Board at a Board meeting, subject to the following rules:

- A. Except during a public participation portion of a Board meeting, no member of the public or other person may address the Board during a public meeting without the express permission of the President or other presiding officer.
- B. The Board will follow public participation rules that balance the District's interest in an orderly public meeting with ~~the public's~~ an individual's First Amendment rights. A copy of these rules and any additional public participation rules adopted by the Board will be made available at Board meetings. The Board's public participation rules include, but are not limited to, the following:
  1. before addressing the Board, a member of the public will state their name and address;
  2. each person's public comments are limited to [REDACTED] minutes per public participation period. This time limit may be adjusted by the President or other presiding officer to facilitate public participation at Board meetings;
  3. persons who are part of a group or organization or who share similar viewpoints are encouraged to designate a spokesperson to address the Board;
  4. public comments of a personal nature are prohibited when: (a) the comments are unrelated to the manner in which a Board member or District employee performs that person's duties, and (b) the comments cause a substantial disruption to the meeting;
  5. any public comment not protected by the First Amendment of the U.S. Constitution is prohibited;
  6. Board members may ask questions of the speakers but are not required to answer questions or make statements in response to a public comment;
  7. written statements and documents presented to the Board by a public participant or group are public records and must be given to the Secretary or designee; and
  8. any audio recording, video recording, broadcasting, or telecasting must be performed from the seating area designated for the public or in the area otherwise designated by the President, Superintendent, or designee, and must not disrupt the meeting.

- C. Once the President or other presiding officer has determined that each member of the public requesting to do so has had a reasonable opportunity to address the Board during a public participation portion of a Board meeting, the President or other presiding officer will announce that the public participation portion of the meeting has ended.
- D. If the President or other presiding officer determines that a member of the public has violated 1 or more of the above rules and refuses to come into compliance with those rules, the member of the public will lose the right to speak during public comment at that meeting. A person who persistently engages in disorderly conduct or otherwise breaches the peace at a Board meeting, after notice from the President or other presiding officer, may be removed.

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

Date adopted:

Date revised:

## Series 3000: Operations, Finance, and Property

### 3100 General Operations

#### 3110 Data Breach Response

“Data breach,” as used in this Policy, means “a breach of the security database” as defined in the Michigan Identity Theft Protection Act.

If the District experiences a data breach or receives notice of a breach of a database with District data, the Superintendent or designee, with the assistance of other staff or consultants as necessary, must do the following:

#### A. Assess and Investigate the Data Breach

1. Make a reasonable effort to identify the cause of the data breach and secure known access points.
2. Promptly conduct a reasonable investigation to determine the extent of the data breach and the identity of persons whose personal information has been compromised. The investigation will include, to the extent possible, an assessment of the software, hardware, and physical documents that were accessed; which personnel and third parties had access to the compromised data; and what specific information was compromised.
3. Contact legal counsel, insurance carriers, and any other person or consultant necessary to investigate the cause of or response to the data breach. If appropriate, the Superintendent or designee may also contact law enforcement.

#### B. Notifications Involving Michigan Resident Data

1. Promptly notify:
  - a. each Michigan resident whose personal information was accessed, including encrypted information, if the person accessing the information also had unauthorized access to the encryption key; ~~and~~
  - b. any other person or organization that owns or licenses data subject to a data breach affecting a Michigan resident; and
  - c. each consumer reporting agency that compiles and maintains files on consumers on a nationwide basis, if more than 1,000 Michigan residents receive notice of the breach.
2. Notices must:
  - a. be in writing;

- b. describe the data breach in general terms, the type of personal information accessed in the data breach, the District's response to protect data from further breaches, and remind the affected person of the need to remain vigilant for incidents of fraud and identity theft;
  - c. include the District's telephone number and any other telephone number where the recipient may receive additional information; and
  - d. whenever possible, be mailed to the postal address of the affected person.
- C. If a data breach or other digital intrusion compromises information of a non-Michigan resident, comply with the data breach notification law of that resident's state.

Legal authority: MCL 445.63, 445.72

Date adopted:

Date revised:

## Series 3000: Operations, Finance, and Property

### 3100 General Operations

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

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

Title IX sexual harassment is covered by Policy 3118.

A contract to which the District is a party will be read to include a covenant by the contractor and its subcontractors not to discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, national origin, religion, sex, ~~(including pregnancy, gender identity, or sexual orientation)~~, gender identity or expression, pregnancy, age, height, weight, and marital status.

The Board directs the Superintendent or designee to designate one or more employees to serve as the District's applicable Coordinator(s), as described in Policy 3115B.

- A. Definitions: For definitions related to the District's non-discrimination, anti-harassment, and non-retaliation policy, including examples of prohibited conduct, see Policy 3115A – Definitions.
- B. Designation of Coordinators: To find the appropriate coordinator/compliance officer, see Policy 3115B – Designation of Coordinators.
- C. Supportive Measures: For more information about supportive measures, see Policy 3115C – Supportive Measures.
- D. Informal Resolution: For more information about informal resolution, see Policy 3115D – Informal Resolution.
- E. Grievance Procedure and Remedies: For more information about the grievance procedure for investigating unlawful discrimination, harassment, and retaliation complaints, and for possible remedies, see Policy 3115E – Grievance Procedure and Remedies.
- F. Complaint Dismissal and Appeals: For more information about dismissing a complaint, appealing a complaint dismissal, or appealing a determination of responsibility, see Policy 3115F – Complaint Dismissal and Appeals.
- G. Reserved

H. Training and Notice: For more information about training requirements and notice of the District's non-discrimination policy, see Policy 3115H – Training Requirements and Policy Notice.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted:

Date revised:

**Series 3000: Operation, Finance, and Property**

**3100 General Operations**

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

**District Letterhead**

This form is being submitted by: \_\_\_\_\_

Complainant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**If the Complainant is a student:**

Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_

School Building Attending: \_\_\_\_\_

**If the Complainant is an employee:**

Job Title: \_\_\_\_\_ Building: \_\_\_\_\_

**Complaint Details**

Reporter's Name and Relationship to Complainant: \_\_\_\_\_

Reporter's Phone: \_\_\_\_\_ Reporter's Email: \_\_\_\_\_

Respondent's Name: \_\_\_\_\_

Respondent's Relationship to Complainant: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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Signature

Date

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

A person alleging discrimination may file a Complaint using the District’s Grievance Procedure. A Complaint may also be filed at any time with the Office for Civil Rights (OCR), U.S. Department of Education, ~~1350 Euclid Avenue~~1244 Speer Boulevard, Suite ~~325, Cleveland, OH 44115~~310, Denver, Colorado, 80204-3582. Filing a Complaint with the District is not a prerequisite to filing with OCR.

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

## Series 3000: Operations, Finance, and Property

### 3100 General Operations

#### 3115A Definitions for 3115 Series

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

11. “Key Role” means Coordinator, Investigator, Decisionmaker, Informal Resolution Facilitator, or Appeals Officer.
12. “Party” means a Complainant or Respondent.
13. “Remedies” means measures provided, as appropriate, to a Complainant or any other person the District identifies as having had their equal access to the District’s education program or activity limited or denied by Unlawful Discrimination. These measures are provided to restore or preserve that person’s access to the District’s education program or activity after the District determines that Unlawful Discrimination occurred.
14. “Respondent” means a person who is alleged to have violated the District’s prohibition on Unlawful Discrimination.
15. “Retaliation” means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District’s education program or activity, for the purpose of interfering with any right or privilege secured by the 3115 Policy Series, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the 3115 Policy Series. Retaliation does not include a requirement that a District employee participate in a Grievance Procedure.
16. “Supportive Measures” means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to:
  - a. restore or preserve that Party’s access to the District’s education program or activity, including measures that are designed to protect the safety of the Parties or the District’s educational environment; or
  - b. provide support during the District’s Grievance Procedure or during an informal resolution process.
17. “Unlawful Discrimination” means to treat a person differently or less favorably due to the person’s race, color, national origin, ethnicity, religion, sex ~~(including , sexual orientation, gender identity or expression, sexual orientation, or pregnancy)~~, age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally protected basis or any other legally protected class, and includes unlawful harassment and retaliation based on a person’s membership in a protected classification.

## B. Examples of Unlawful Harassment

Unlawful harassment may include, but is not limited to:

1. ***Race, Color, or National Origin Harassment***, which is prohibited by Title VI and Title VII of the Civil Rights Act of 1964 and the Michigan Elliott-Larsen Civil Rights Act. Race, color, or national origin harassment is unwelcome conduct based on a person's actual or perceived race, color, or national origin that creates a hostile environment or becomes a condition of continued employment. Race includes traits historically associated with race, including, but not limited to, hair texture and protective hairstyles. Race, color, or national origin harassment may take many forms, including slurs, taunts, stereotypes, or name-calling, as well as racially motivated physical threats, attacks, or other hateful conduct.

Under this Policy, harassment based on ethnicity, ancestry, or perceived ancestral, ethnic, or religious characteristics, will be considered race, color, or national origin harassment.

2. ***Disability Harassment***, which is prohibited by the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Michigan Persons with Disabilities Civil Rights Act. Disability harassment is unwelcome conduct based on a person's actual or perceived disability that creates a hostile environment or becomes a condition of continued employment. Disability harassment may take many forms, including slurs, taunts, stereotypes, or name-calling, as well as disability motivated physical threats, attacks, or other hateful conduct.
3. ***Sex-Based Harassment***, which is prohibited by Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Michigan Elliott-Larsen Civil Rights Act, and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy, sexual orientation, and gender identity. Title IX sexual harassment is governed by Policy 3118.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted:

Date revised:

## Series 3000: Operations, Finance, and Property

### 3100 General Operations

#### 3118 Title IX Sexual Harassment

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

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

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

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

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

#### A. Definitions

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

1. "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:
  - a. a District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct;
  - b. unwelcome conduct that a reasonable person would determine to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
  - c. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).
    - i. "Sexual assault" is an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. It includes unlawful sexual intercourse (including incest and statutory rape) and any sexual act, including rape, sodomy, sexual assault with an object, or fondling, directed against another person without the consent of that person, including when that person is incapable of giving consent.
      - A) Rape: (Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
      - B) Sodomy: Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
      - C) Sexual Assault With an Object: To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
      - D) Fondling: The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

- E) Incest: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
  - F) Statutory Rape: Nonforcible sexual intercourse with a person who is under the statutory age of consent.
- ii. “Dating violence” means violence committed by a person who is or has been in a romantic or intimate relationship with the Complainant. The existence of such a relationship is based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
  - iii. “Domestic violence” means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, person with whom the Complainant shares a child, person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Michigan; or any other person against an adult or youth Complainant who is protected from that person’s acts under the domestic or family violence laws of Michigan.
  - iv. “Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person’s safety or the safety of others; or (2) suffer substantial emotional distress.
2. “Actual Knowledge” means notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only District employee with actual knowledge is the Respondent.
  3. “Appeals Officer” is the person designated by the District to decide appeals of a dismissal or determination of responsibility for matters investigated under this Policy. The Appeals Officer may not be the same person as the Investigator, Title IX Coordinator, Decision-Maker, or person designated to facilitate an informal resolution process on a specific matter.
  4. “Complainant” is a person who is alleged to be the victim of conduct that could constitute Title IX sexual harassment.
  5. “Consent” means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or relationships between District

employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.

6. “Day,” unless otherwise indicated, means a day that the District’s central office is open for business.
7. “Decision-Maker” is the person designated by the District to review the investigation report and provide a written determination of responsibility that provides the evidentiary basis for the Decision-Maker’s conclusions. The Decision-Maker may not be the same person as the Investigator, Title IX Coordinator, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter.
8. “Education Program or Activity” means any location, event, or circumstance over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred.
9. “Formal Complaint” means a written document or electronic submission signed and filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the sexual harassment allegation.
10. “Grievance Process” is the process by which the District investigates and determines responsibility for Formal Complaints.
11. “Investigator” is the person designated by the District to investigate a Title IX Formal Complaint. The Investigator cannot be the same person as the Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator has a conflict of interest or bias.
12. “Report” means an account of alleged Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).
13. “Respondent” is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.
14. “Supportive Measures” are non-disciplinary, non-punitive, individualized supports offered and implemented by the Title IX Coordinator as appropriate, as reasonably available, and at no-cost to the Complainant and the Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed. Supportive measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment.

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

#### B. Posting Requirement

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

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

#### C. Designation of Title IX Coordinator

All Coordinators, including the Title IX Coordinator, are identified in Policy 3115B.

#### D. Reporting Title IX Sexual Harassment:

A person may make a report of sexual harassment or retaliation at any time. Reports may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

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

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

#### E. General Response to Sexual Harassment

##### 1. District's Obligation to Respond without Deliberate Indifference

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

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

## 2. Response to Report of Title IX Sexual Harassment

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

## 3. Formal Complaint Filed

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

## 4. Equitable Treatment

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

## 5. Documentation and Recordkeeping

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

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

## 6. Supportive Measures

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

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

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

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

Supportive measures may include, but are not limited to:

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

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

## 7. Respondent Removal

### a. Emergency Removal (Student)

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

### b. Administrative Leave (Employee)

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

## 8. Law Enforcement

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

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

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

## F. Grievance Process

### 1. Generally

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

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

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

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

At any point, the Title IX Coordinator, Investigator, Decision-Maker, or Appeals Officer may temporarily delay the Grievance Process or permit a limited extension of time frames for good cause. Good cause may include, but is not limited to, absence of a party, party's advisor, or witness; concurrent law

enforcement activity; or the need for accommodations (e.g., language assistance or accommodation of disabilities). If there is a delay or extension, the parties will receive written notice of the delay or extension and the reasons for the action.

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

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

## 2. Notice of Allegations

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

- a. a copy of this Policy, which includes the District's Grievance Process, and any informal resolution process;
- b. the sexual harassment allegations, including sufficient details known at the time and with sufficient time so that parties may prepare a response before the initial interview. Sufficient details include parties involved in the incident, if known; the alleged conduct constituting sexual harassment; and the date and time of the alleged incident;
- c. a statement that the Respondent is presumed not responsible for the alleged conduct;
- d. a statement that a determination of responsibility is made at the Grievance Process's conclusion;
- e. a statement that the parties may have an advisor of their choice, who may be an attorney, although any attorney or advisor who is not a District employee will be at the party's own cost;
- f. a statement that the parties will be provided an opportunity to inspect and review any evidence before the investigation report is finalized; and
- g. if the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during an investigation or the disciplinary process, a citation to that portion of the Code of Conduct. If, during the course of an investigation, the Investigator decides to investigate allegations that are not included in the initial notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

## 3. Informal Resolution

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

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

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

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

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

- a. allegations;
- b. informal resolution requirements, including the circumstances under which the informal resolution precludes the parties from resuming a Formal Complaint arising from the same allegations;
- c. right to withdraw from informal resolution and resume the Grievance Process at any time prior to a final resolution; and
- d. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or that could be disclosed.

#### 4. Investigation

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

##### a. Investigation Process

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

The District may not access, consider, disclose, or otherwise use a party's medical records, including mental health records, which are made and maintained by a healthcare provider in connection with the party's treatment

unless the District obtains that party's voluntary, written consent to do so for the Grievance Process.

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

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

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

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

The Investigator must ensure that the Complainant and Respondent have an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party has the opportunity to meaningfully respond to the evidence before the investigation's conclusion. This evidence includes (1) evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and (2) inculpatory or exculpatory evidence obtained from any source.

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

#### b. Investigation Report

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

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

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

## 5. Determination of Responsibility

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

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

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

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

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

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

- a. identification of the sexual harassment allegations;
- b. description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
  - i. notification to the parties;
  - ii. party and witness interviews;
  - iii. site visits;
  - iv. methods used to collect evidence; and

- v. hearings held.
  - c. factual findings that support the determination;
  - d. conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;
  - e. a statement of, and rationale for, the result as to each allegation, including:
    - i. a determination of responsibility;
    - ii. any disciplinary action taken against the Respondent (consistent with Policies 4309, 4407, 4506, 4606, or 5206, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and
    - iii. whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.
  - f. appeal rights.
6. Appeals

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

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

- a. A procedural irregularity that affected the outcome.
- b. New evidence that was not reasonably available at the time the determination of responsibility or dismissal decision was made that could affect the outcome.
- c. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent, generally or individually, that affected the outcome.
- d. [District may choose to include additional appeal grounds, but should consult with legal counsel before doing so.]

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

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

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

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

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

## G. Dismissal

### 1. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

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

### 2. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

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

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

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

## H. Consolidation of Complaints

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

## I. Remedies and Disciplinary Sanctions

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

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

1. providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;
2. offering the parties school-based counseling services, as necessary;
3. providing the parties with academic support services, such as tutoring, as necessary;
4. rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;
5. moving the Complainant’s or the Respondent’s locker or work space;
6. issuing a “no contact” directive between the Complainant and Respondent;
7. providing counseling memoranda with directives or recommendations.

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

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

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

1. assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;
2. additional staff training;
3. a climate survey; or

4. letters to students, staff, and parents/guardians reminding persons of their obligations under this Policy and applicable handbooks.

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

#### J. False Statements

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

#### K. Confidentiality

The District will keep confidential the identity of a person who reports sexual harassment or files a Formal Complaint, including parties and witnesses, except as permitted or required by law or to carry out any provision of this Policy, applicable regulations, or laws.

#### L. Retaliation

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

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

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

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

#### M. Training

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

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

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

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

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

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

#### N. Record Keeping

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

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

#### O. Office for Civil Rights

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

U.S. Department of Education Office for Civil Rights  
~~1350 Euclid Avenue~~ Cesar E. Chavez Memorial Building  
1244 Speer Boulevard, Suite 325310  
Cleveland, Ohio 44115  
Phone: (216) 522-4970  
E-mail: [OCR.Cleveland@ed.gov](mailto:OCR.Cleveland@ed.gov)

Denver, CO 80204-3582  
Telephone: 303-844-5695  
FAX: 303-844-4303; TDD: 800-877-8339  
Email: [OCR.Denver@ed.gov](mailto:OCR.Denver@ed.gov)

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

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

Date adopted:

Date revised:

**Series 3000: Operation, Finance, and Property**

**3100 General Operations**

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

**District Letterhead**

This form is being submitted by:       Complainant       Title IX Coordinator

Complainant Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

**If the Complainant is a student:**

Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_

School Building Attending: \_\_\_\_\_

**If the Complainant is an employee:**

Job Title: \_\_\_\_\_ Building: \_\_\_\_\_

**Complaint Details**

Reporter's Name (if different than Complainant): \_\_\_\_\_

Reporter's Relationship to Complainant: \_\_\_\_\_

Reporter's Contact Information: \_\_\_\_\_

Respondent's Name (if known): \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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Complainant's/Coordinator's Signature

Date

**Please submit this form to:**

[Title IX Coordinator Name]  
[Title IX Coordinator Title]  
[School District Name]  
[Street Address]  
[City, State, Zip Code]  
[Title IX Coordinator Email Address]  
[Title IX Coordinator Phone Number]

**A person alleging discrimination by the District on the basis of sex may file a complaint through the District's grievance procedure. A complaint may also be filed at any time with the Office for Civil Rights (OCR), U.S. Department of Education, 1350 Euclid Avenue1244 Speer Boulevard, Suite 325, Cleveland, OH 44115310, Denver, Colorado, 80204-3582. Filing a complaint with the District is not a prerequisite to filing with OCR. For additional information about the District's grievance procedure, please contact the Title IX Coordinator identified above.**

## Series 3000: Operations, Finance, and Property

### 3100 General Operations

3121 Public School Academy Authorization [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

The Board believes that the establishment of a public school academy ("PSA"), as authorized by the Michigan Legislature under the Revised School Code (the "Code"), may offer a means of furthering the mission and goals of the District by [insert basis for serving as an authorizer, such as fostering diversity of educational opportunity within the District without sacrificing quality of education or creating unnecessary duplication].

Consistent with these purposes, the Board may determine from time to time, in its sole discretion, whether to open a PSA application window.

#### A. Definitions

1. "Application window" means a 14-calendar day period in which the Board will accept applications from PSA(s) in which the Board may choose to authorize. Opening an application window does not require that a Board select a PSA for authorization.
2. "Public School Academy" or "PSA" means a school authorized under Part 6A of the Michigan Revised School Code, a school of excellence authorized under Part 6E of the Code, and a strict discipline academy authorized under MCL 380.1311b-1311m.

#### B. Delegation of Authority

The Superintendent or designee shall be responsible to the Board to develop, recommend to the Board, and administer such processes as necessary for the Board to fulfill the following statutory responsibilities:

1. to issue (or to enter into an interlocal or intergovernmental agreement with another authorizing body to issue) PSA contracts only in compliance with controlling law;
2. to oversee (or to enter into an agreement with one or more other authorizing bodies to oversee) compliance by the board of directors of the PSA operating under a contract issued by the Board with the contract and all applicable law (this subsection does not relieve any other governmental entity of its enforcement or supervisory responsibility); and
3. to serve as fiscal agent for the PSA operating under a contract issued by the Board to receive state school aid payments for the PSA, which then shall be forwarded to the PSA, in accordance with such contract.

The Superintendent also is responsible to the Board to develop and administer a PSA board selection and appointment process, consistent with the method of selection resolution adopted by the Board, establishing the method of selection, length of term, and number of members of the board of directors of the PSA subject to its jurisdiction.

### C. Contract Issuance

The Board is not required to issue a charter contract to any person or entity. If the Board determines from time to time, in its sole discretion, to open an Application Window, any charter contract that may be issued will be issued on a competitive basis taking into consideration required statutory criteria.

The Board may authorize PSAs which best meet the following guidelines [Note: These are examples. This list can be modified to reflect the District's hopes/expectations for a PSA]:

1. further a well-defined and clearly stated mission and goals consistent with the mission and goals of the District;
2. fill an identified and substantiated educational need or provide an opportunity for new learning experiences at a facility located within the boundaries of the District;
3. involve students, parents, faculty, community and administration in planning, operating, and/or evaluating the program, as appropriate;
4. reflect the needs, interests, resources and facilities of the area;
5. utilize resources creatively, possibly incorporating the use of community resources;
6. design programs to attract diverse and representative enrollments;
7. work to establish and maintain constructive relationships with existing public schools in the area, including striving to create similar school calendars and expectations for staff and students;
8. use a rigorous curriculum consistent with existing public schools in the area;
9. adopt policies and procedures that are consistent with state and federal law;
10. ensure students are assessed using approved assessment tools; and
11. adequately meet the needs of potential students, which must include providing meals and transportation within an established transportation zone.

### D. Authorization Limitations

#### 1. Operational Boundaries

The Board shall *not* issue a charter contract for a PSA that is not a cyber school to operate outside the District's geographic boundaries, and a PSA authorized by the Board that is not a cyber school shall *not* operate outside the District's boundaries.

## 2. Enrollment Boundaries

The Board shall include in any contract that it executes authorizing a PSA to operate a requirement that enrollment in the PSA: (a) *shall* be open to all pupils who reside within the geographic boundaries of the District that meet the PSA's enrollment policy; (b) *may* be open to all pupils who reside in the state of Michigan that meet the PSA's enrollment policy, provided, however that an School of Excellence operating as a cyber school *shall* be open to pupils in grades K-12 in the state; and (c) except for a foreign exchange student who is not a United States citizen, *shall not* be open to a pupil who is not a resident of the state of Michigan.

## 3. Limitation on Cyber Schools

The Board will not authorize more than one (1) school of excellence that is a cyber school.

## E. Contract Terms and Conditions

The Board also shall include in any contract that it executes authorizing or re-authorizing a PSA to operate such terms and conditions as required by law.

## F. Supplemental Agreements

The Board may require execution of such companion agreements to the Terms and Conditions of the Charter Contract as it deems necessary or appropriate, including, by way of example, an Oversight Agreement and Master Calendar of Reporting Requirements and Fiscal Agency Agreement.

## G. Submission of Contract to MDE

Within 10 days after issuing a contract for a PSA, the Board (or its designee) shall submit to the State Superintendent (or designee) a copy of the contract and of the PSA application as required under the Revised School Code.

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

Date adopted:

Date revised:

## Series 3000: Operations, Finance, and Property

### 3200 Finance and Borrowing

**3201A *Financial Management for Federal Awards*** [Optional] [Note: If the Board elects not to adopt this policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

This Policy applies to the District’s use of federal awards, subject to the Uniform Grant Guidance, 2 CFR Part 200. Policy 3301A governs procurement with federal funds.

A. The District shall implement and maintain a system of internal cash management controls that comply with the requirements of 2 CFR 200.302(b) (“Financial Management System”) and provide for the following:

1. identification in its accounts of all federal awards received and expended and the programs under which they were received;
2. accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with applicable reporting requirements;
3. records that adequately identify the source and application of awards for federally-funded activities;
4. effective control over, and accountability for, all funds, property, and other assets that must be safeguarded and only used for authorized purposes;
5. a comparison of expenditures with budget amounts for each federal award;
6. written procedures governing federal payments, in accordance with subsection B below; and
7. written procedures for determining the allowability of costs, in accordance with subsection C below.

B. Cash Management and Federal Payments

In addition to any other written procedures the District may implement, the District shall comply with the requirements of 2 CFR 200.305 for federal payments, including:

1. The District’s payment methods shall minimize the time elapsing between the receipt and disbursement of funds. The District shall request payment using forms and procedures designated by the awarding agency.
2. The Superintendent or designee may submit requests for advance payments and reimbursement (i) at least monthly when electronic fund transfers are not

used, and (ii) as often as deemed appropriate when electronic fund transfers are used in accordance with applicable laws.

3. Advance payments shall be limited to the minimum amounts needed and timed with the District's actual, immediate cash requirements in carrying out the program or project. The amount and timing of advance payments must be as close as is administratively feasible to the District's actual disbursements.
4. The District must make timely payment to contractors in accordance with applicable contract provisions.
5. To the extent possible, the District must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
6. Advance payments of federal awards must be deposited and maintained in insured accounts whenever possible.
7. The District must maintain advance payments of federal awards in interest-bearing accounts, unless:
  - a. the District receives less than \$250,000 in federal awards per year;
  - b. the best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances;
  - c. the depository would require an average or minimum balance so high that it would not be feasible; or
  - d. a foreign government or banking system prohibits or precludes interest-bearing accounts.
8. The District may retain interest earned up to \$500 per year for administrative expenses. Additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted to the Department of Health and Human Services Payment Management System through an electronic medium, either the Automated Clearing House network or a Fedwire Funds Service payment.

#### C. Allowability of Costs

The District shall comply with the cost principles of 2 CFR Part 200, Subpart E, as applicable, including the following general criteria for allowable costs under 2 CFR 200.403:

1. be necessary and reasonable for the performance of the award and be allocable under the cost principles;

2. conform to any limitations or exclusions set forth in the cost principles or in the federal award as to types or amount of cost items;
3. be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the District;
4. be accorded consistent treatment. For example, a cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost;
5. be determined in accordance with generally accepted accounting principles;
6. not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period;
7. be adequately documented; and
8. be incurred during the approved budget period unless the awarding agency waives such requirement.

#### D. Capital Asset Accounting

1. The District will implement and maintain a capital asset accounting system, including recordation of all necessary reporting information, as prescribed by MDE, the Michigan Public School Accounting Manual (Bulletin 1022), generally accepted accounting practices, and GASB-34 standards. The [Superintendent, business manager, etc.] or designee may establish specific procedures for ensuring compliance with this Policy.
2. Unless otherwise governed by federal, state, or local law or regulation or the terms and conditions of an award, the District will utilize the criteria provided in Bulletin 1022, Section II.E. for distinguishing between supplies and equipment items.
3. The District's capitalization threshold is \$[up to \$10,000].

#### E. Disposal of Federally Funded Equipment

1. The District will maintain an inventory of all District-owned equipment and supplies, which will be updated at a frequency determined by the Board.
2. The District will manage equipment consistent with the requirements in 2 CFR 200.313(d).
3. When equipment acquired through a federal award is no longer needed for its original purpose, the District will follow the disposition procedures in 2 CFR 200.313(e) and as provided in the terms and conditions of the award, as applicable.

Legal authority: 15 USC 1693, et seq.; 2 CFR Part 200, et seq.

Date adopted:

Date revised:

## Series 3000: Operations, Finance, and Property

### 3200 Finance and Borrowing

#### 3211 *Post-Issuance Tax Compliance*

##### A. Policy

Federal tax law requires that issuers of outstanding tax-exempt or tax credit debt obligations (“Obligations”) comply with certain post-issuance requirements in the Internal Revenue Code (IRC) and Treasury Regulations. Obligations include, but are not limited to, tax-exempt bonds, refunding bonds, tax credit bonds, installment and lease purchase agreements, lines of credit, state aid notes, and tax anticipation notes.

##### B. Policy Implementation

To preserve the tax-exempt or tax credit status of the Obligations and to comply with federal tax law after Obligations have been issued, the Board authorizes the Superintendent or designee to establish administrative guidelines in connection with Obligations to comply with federal tax law.

##### C. Designation of Debt Compliance Officer

The District’s chief business official will be the debt compliance officer responsible for implementing this Policy (“Debt Compliance Officer”). In the absence of a chief business official, the Superintendent or designee will serve as the Debt Compliance Officer until a replacement Debt Compliance Officer is assigned. The Superintendent will ensure that a person serves in this position at all times. If the District contracts with a third party for business services, including another school district, the Superintendent or designee remains responsible for the oversight of the third-party Debt Compliance Officer.

##### D. Responsibilities of Debt Compliance Officer

The Debt Compliance Officer will be responsible for administration and oversight of post-issuance tax compliance requirements and other provisions of this Policy related to the District’s Obligations, including implementation and compliance with remedial action procedures outlined below. The Debt Compliance Officer’s responsibilities will include:

1. overseeing and managing compliance with federal rules and regulations applicable to post-issuance tax compliance for all outstanding Obligations from the date of issuance through the date of maturity of such Obligations, including any refunding Obligations related to the original issuance of debt;
2. consulting with bond counsel, financial advisors, and other professionals about non-compliance, if any, and required remedial actions as necessary;

3. maintaining written records of expenditures and investments of Obligations in accordance with subsection G;
4. supervising and ensuring timely filings of reports and forms required by state and federal agencies related to Obligations;
5. providing written documentation and other requested disclosures, including to the District's bond counsel, financial advisors, and other professionals, upon request;
6. monitoring arbitrage, yield restriction, and rebate requirements under IRC Section 148. This duty includes monitoring compliance with 6-month, 18-month, or 2-year spending exceptions, as applicable; and
7. monitoring all record retention requirements and oversee compliance with record retention requirements set forth in this Policy.

#### E. Internal Written Procedures and Protocols

1. The Debt Compliance Officer will develop written internal controls and procedures related to post-issuance tax compliance that address at least the following:
  - a. identifying and reporting non-compliance, including protocols for contacting bond counsel and financial advisors;
  - b. monitoring compliance with arbitrage, yield restriction, and rebate requirements under IRC Section 148; and
  - c. monitoring and tracking the use of bond-financed or refinanced assets, including identifying non-compliance and taking appropriate remedial action in accordance with Treasury Regulation 1.141-12.
2. Internal procedures and controls will provide for detailed written guidelines to be used for the purpose of identifying potential non-compliance. If non-compliance is confirmed, the Debt Compliance Officer will take immediate action to report and resolve non-compliance in accordance with the District's internal procedures and federal law and regulations.

#### F. Periodic Compliance Review

1. Annual Review. The Debt Compliance Officer will conduct an annual review of District records related to outstanding Obligations to ensure that such records, including tax documentation, are adequately maintained.
2. Periodic Review. The Debt Compliance Officer will review and update District records, including tax documentation, related to an Obligation upon the occurrence of any of the following events:
  - a. the retirement, defeasance, or refunding of an Obligation; and

- b. upon the sale, re-purposing, change in use, or refinancing of property purchased with outstanding Obligations that remain outstanding.

G. Record Retention

The District will maintain detailed written records of all expenditures and investments of Obligations for the life of the Obligation, which will be maintained until final maturity. With respect to bond issues, the District will maintain records of all expenditures and investments for the life of the bonds, including any subsequent refunding bonds, plus 3 years.

H. Training and Education

~~The~~In the discretion of the Superintendent, the District ~~will~~may provide, at its cost, training for the Debt Compliance Officer. ~~The Debt Compliance Officer will complete training at least annually. Annual training may be provided to and any additional personnel who assist the Debt Compliance Officer~~ in the performance of duties described in this Policy.

Legal Authority: IRC 148; Treasury Regulation 1.141-12

Date adopted:

Date revised:

## Series 3000: Operations, Finance, and Property

### 3200 Finance and Borrowing

#### 3212 *Post-Issuance Disclosure Compliance*

In connection with the District's issuance of securities that are subject to the requirements of Securities and Exchange Commission Rule 15c2-12 ("Bonds"), the District may be subject to a continuing disclosure undertaking or agreement ("CDA") to disclose certain information after issuance of Bonds. A CDA may be found in the Bond ~~issue's~~ transcript of proceedings.

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

[Optional: If the Board determines that compliance with this Policy in a particular situation would impose an unreasonable burden on the District, it may forego compliance with the advice of bond counsel.]

#### A. The Compliance Officer

##### 1. The Compliance Officer will:

- a. monitor and verify compliance with the CDAs; and
- b. create and maintain an inventory of the District's outstanding financial obligations.
  - i. A financial obligation means:
    - a debt obligation or a guarantee of a debt obligation; or
    - a derivative instrument entered into in connection with, or pledged as security or a source of payment for, existing or future debt obligations or a guarantee of such derivative instrument.
  - ii. ~~Financial obligation~~Solely for the purposes of subsection C.2.b of this Policy, "financial obligation" does not include any municipal security for which a final official statement has been provided to the Municipal Securities Rulemaking Board pursuant to Rule 15c2-12.

2. The District, at its cost, will provide the Compliance Officer with training and educational resources necessary to ensure compliance with the CDAs.

3. The Compliance Officer has authority to seek guidance from the District's bond counsel and financial advisors to comply with the CDAs.

#### B. Review of Offering Materials

When the District issues Bonds, the Compliance Officer will review the preliminary official statement, final official statement, and other applicable offering materials to ensure they do not:

1. contain any untrue statement of a material fact; or
2. omit any material fact that ~~would need~~needs to be included to ~~make~~ensure the statements are not misleading.

### C. Post-Issuance Obligations

1. The Compliance Officer will review continuing disclosure requirements before each annual disclosure deadline.
2. The Compliance Officer's annual review will include ensuring the following information, where applicable, is reported to the proper repository (as of the date of adoption of this Policy, the repository is the Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board at <http://www.emma.msrb.org>):
  - a. By December 27 of each year (~~unless the deadline differs~~ or as otherwise required in an applicable CDA):
    - i. audited financial statements for the most recently ended fiscal year in compliance with state laws, administrative rules, and generally accepted accounting principles applicable to the District as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board; and
    - ii. additional annual financial information and operating data set forth in the respective CDA or in the respective official statement for a particular Bond issue under the heading "CONTINUING DISCLOSURE" or similar heading.
  - b. Notice of certain reportable events, subject in some cases to a determination of materiality by the District, within 10 business days after the occurrence. See each CDA for the respective list of events, which typically includes the following:
    - non-payment related defaults, if material;
    - modifications to rights of bondholders, if material;
    - bond calls, if material;
    - release, substitution, or sale of property securing repayment of the Bonds, if material;

- the consummation of a merger, consolidation, or acquisition, or certain asset sales involving the District, or entry into or termination of a definitive agreement relating to the foregoing, if material;
  - appointment of a successor or additional trustee or the change of name of a trustee, if material;
  - incurrence of a financial obligation by the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders, if material;
  - principal and interest payment delinquencies;
  - unscheduled draws on debt service reserves reflecting financial difficulties;
  - unscheduled draws on credit enhancements reflecting financial difficulties;
  - substitution of credit or liquidity providers, or their failure to perform;
  - defeasances;
  - credit rating changes, including the District's underlying rating or an enhanced rating on the Bonds due to credit enhancement;
  - adverse tax opinions or events affecting the status of the Bonds, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices, or determinations as to the tax status of the Bonds;
  - tender offers;
  - bankruptcy, insolvency, receivership, or similar event of the District; and
  - default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.
- c. If the District retains a third party to assist the District with fulfilling its continuing disclosure responsibilities under any CDA, the Compliance Officer will annually review the contract and verify that the third party has fulfilled all of the District's continuing disclosure responsibilities.

Legal authority: 17 CFR 240.15c2-12; MCL 380.1351a

Date adopted:

Date revised:

## Series 3000: Operations, Finance, and Property

### 3300 Facilities, Real, and Personal Property

#### 3301 Purchasing and Procurement

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

##### A. Responsibility for Purchasing

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

##### B. When Competitive Bidding is Required

1. The District must competitively bid the purchase of an item or group of items costing an amount equal to or greater than the then-current state bid threshold published annually by MDE.
2. The District does not need to competitively bid a purchase [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

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

Legal authority: 2 CFR 200.1 et seq.; MCL 129.311 et seq.; MCL 380.623a; 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 that are subject to the Uniform Grant Guidance. ~~All~~The federal regulation is incorporated by reference, and all terms in this Policy have the same meanings as defined ~~in federal regulation therein~~ (2 CFR 200.1-99).

#### A. State Law Requirements Still Apply

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

#### B. Procurement Methods

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

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

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

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

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

##### 3. Purchases over \$250,000

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

- C. The District will take affirmative steps to assure that small businesses, minority-owned businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are included in bidding opportunities.
- D. A person may protest the veracity, conformity, or eligibility of a bid. The District will handle bid protests as follows:
1. within 48 hours of the time bid results are available, the protesting person will submit a written protest to the Superintendent describing in detail the nature of the protest;
  2. the Superintendent or designee will review the written protest, and the Superintendent may bring it to the Board's attention in the Superintendent's discretion; and
  3. a person's failure to file a protest as described above is an irrevocable waiver of the bid protest.

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

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

Legal authority: 2 CFR 200.1 et seq.

Date adopted:

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 but recommended for a District that may construct or expand a high school with an athletic field or facility in a township: If required by Revised School Code Section 1263, before building a new high school or expanding a high school by at least 20% of its existing square footage, the District, or an authorized agent on the District's behalf, will submit the site plan to the local zoning authority for administrative review.]
4. Before the District commences new construction or major renovation of a school building or athletic facility, the Superintendent or designee will consult with the law enforcement agency that will be the first responder for that building or facility about safety issues.

##### B. Professional Consultants

1. If the total cost of a school building construction project will be \$15,000 or more:
  - a. a Michigan-licensed architect or professional engineer must prepare the plans and specifications; and
  - b. a qualified person or firm must supervise construction as provided in MCL 388.85~~21~~.
2. The District may hire a construction manager for any project. If the construction manager also performs construction, either directly or by assuming responsibility for the work of other contractors (e.g., construction manager as constructor):

- a. the construction manager may not supervise such construction under MCL 388.85~~2~~<sup>4</sup>; and
- b. the District must still bid the project as required by law.

C. Payment and Performance Bonds

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

D. Prevailing Wage

1. Bid materials, project specifications, and contract documents must comply with applicable federal and state law prevailing wage requirements.
2. The responsibility for paying prevailing wage rates rests solely with the contractor. The District has no duty to ensure that a contractor has paid prevailing wage rates.

Legal authority: 40 USC 3141, et seq.; MCL 129.201 et seq.; MCL 339.6001 et seq.; MCL 380.1263, 380.1264; MCL 388.851 et seq.; MCL 408.1101, et seq.

Date adopted:

Date revised:

## Series 3000: Operations, Finance, and Property

### 3400 School Safety and Security

#### 3402 Drills, Plans, and Reports

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

##### A. Emergency Drills

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

##### B. Cardiac Emergency Response Plan

The Board will develop, adopt, and provide for annual review a cardiac emergency response plan as required by law. ~~Beginning in the 2025-26 school year, the~~The Board will integrate the cardiac emergency response plan into the protocols of the local emergency response system and emergency response agencies. ~~Beginning in the 2025-26 school year, all~~All high school athletic coaches must be certified in CPR and use of an AED by the American Red Cross, the American Heart Association, or a comparable organization approved by MDE.

##### C. Drinking Water Management Plan

~~By January 2025, the~~The Board will develop, adopt, update, implement, and make available upon request a Drinking Water Management Plan as required by law.

##### D. Cooperation

The Superintendent or designee will act as liaison to work with the School Safety Commission and the Office of School Safety, including to identify model practices for determining school safety measures.

##### E. Safety and Emergency Plans

The Board will comply with the statewide school information policy, and the Superintendent or designee will provide all reports, information, and notices required by that policy. If the policy does not satisfy the requirements of Revised School Code Section 1308b(3), the Board will develop and adopt an emergency operations plan with public input and participation by at least 1 law enforcement agency having jurisdiction over the District. The statewide school information policy or the emergency operations plan, as applicable, will be reviewed every 2 years in conjunction with at least 1 law enforcement agency having jurisdiction over the District. The Board will notify MDE within 30 days after completing a required review.

##### F. Reporting Incidents of Crime

Each building principal will collect and update information at least weekly on incidents of crime in the applicable building. At least annually, the Board will post information on its website about incidents of crime in the District and will make this information available to Parents on a per-building basis. Within 24 hours after an incident occurs, the Superintendent or designee will report to the Michigan State Police crimes and attempted crimes identified in MCL 380.1310a(2).

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

Date adopted:

Date revised:

## Series 3000: Operations, Finance, and Property

### 3400 School Safety and Security

#### 3407 Asbestos Management

##### A. Asbestos Management Plan

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

~~A-1.~~ Each asbestos management plan will address building inspections, re-inspections, preventative measures, periodic surveillance, response actions, operations and maintenance, notices, and other information required by law.

~~B-2.~~ Each school building will maintain in its administrative offices a complete, updated copy of the asbestos management plan for that school building. The District's administrative offices will maintain complete, updated copies of asbestos management plans for all school buildings. The District will make asbestos management plans available for inspection without cost but may charge a reasonable amount to make copies.

~~C-3.~~ The District will provide training and information, maintain records, and perform asbestos-related obligations with accredited persons as required by law.

~~D-4.~~ The Board designates [redacted] (may be an employee or consultant)] to oversee the District's compliance with the asbestos management plan and AHERA.

##### B. Asbestos Abatement Contractors

1. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project unless the contractor provides an affidavit describing (i) any criminal convictions relating to compliance with environmental laws or regulations, (ii) any notices of violation of environmental laws or regulations, and (iii) whether it has been subject to any administrative order or consent judgment within the preceding 5 years.

2. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project unless the District conducts a background investigation of the contractor seeking to bid on the project. At a minimum, the background investigation will include (i) consulting the webpage of the Michigan Department of Environment, Great Lakes, and Energy to determine if the contractor has received notices of violation of environmental regulations, or has been subject to an administrative consent order or a consent judgment involving environmental regulations, and (ii) consulting the webpage of the United States Department of Labor, Occupational Safety and Health

Administration to determine if the contractor has received notices of violation of asbestos regulations.

3. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project if:

a. the contractor's affidavit discloses a criminal conviction related to compliance with environmental regulations; and/or

b. the contractor has been issued five or more notices of violation of environmental regulations, or has been subject to an administrative consent order or a consent judgment involving environmental regulations within the immediately preceding five years, unless (i) the District investigates each of the notices, administrative consent order, or consent judgment and determines that the contractor is able to adhere to the agreement based on the District's observations of improvements or other demonstrated ability to comply with environmental regulations, (ii) the District makes such determinations in writing and publicly available, and (iii) the District conducts at least one public hearing for public input with at least thirty days' notice.

Legal authority: 15 USC 2641 et seq.; 29 CFR 1910.1001; 40 CFR 763 Subpart E; MCL 338.3351, et seq.; MCL 388.861 et seq.

Date adopted:

Date revised:

## Series 3000: Operations, Finance, and Property

### 3400 School Safety and Security

#### 3408 Firearms and Weapons

The District is a weapon-free school zone. Except as otherwise permitted by Policy or required by applicable law, a person may not possess a weapon on District property. See also Policy 5206. Each person on District property must also comply with the federal Gun-Free School Zones Act.

##### A. As used in this Policy:

1. [Optional in conjunction with subsection B.7: An “antique firearm” means that term as defined by MCL 750.237a.]
2. A “firearm” means any weapon that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive.
3. “Pistol” means that term as defined by MCL 28.421.
4. “District property” means:
  - a. a building, playing field, or property used for school purposes to impart instruction to students or used for functions and events sponsored by a school, except a building used primarily for adult education or college extension courses; and
  - b. a vehicle used by the District to transport students to or from a place described in subsection A.4.a above.
5. A “weapon” means a firearm, pneumatic gun, [Optional: dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles, or any other object used, intended, or represented to inflict serious bodily injury or property damage].

##### B. Permitted Uses

The following persons may possess a weapon on District property:

1. a peace officer as defined by law or those persons listed in MCL 28.425o(5);
2. a student’s Parent licensed to carry a concealed pistol may carry a concealed pistol (but no other weapons) while in a vehicle if the Parent is dropping the student off at, or picking the student up from, the student’s school;
3. a person with permission from the Superintendent or designee to possess a firearm (but no other weapons) within any lawful parameters established by the Board;

[The following are optional and should be discussed in conjunction with legal counsel.]

4. an employee or contracted person if the possession of that weapon is to provide security services for the District;
5. a person licensed to carry a concealed pistol may possess a pistol but is only allowed to open carry;
6. a person who possesses a weapon provided by the District or the District's instructor for purposes of providing or receiving instruction in the use of that weapon; and
7. [Use in conjunction with subsection A.1: a non-student at least 18 years old who possesses an unloaded firearm (but no other weapons) in a wrapper or container in a vehicle's trunk while transporting a student to or from the school if any of the following apply:
  - a. the person is carrying an antique firearm while en route to or from a hunting or target shooting area or function involving the exhibition, demonstration, or sale of antique firearms;
  - b. the person is carrying a firearm while in possession of a valid Michigan hunting license or proof of valid membership in an organization having shooting range facilities and while en route to or from a hunting or target shooting area;
  - c. the person is carrying a firearm from the place of purchase to his or her home or place of business or to a place of repair or back to his or her home or place of business, or in moving goods from one abode or business to another abode or business; or
  - d. if the vehicle does not have a trunk, the person is carrying a firearm in the passenger compartment and the person is otherwise complying with the requirements of subsection b or c and the wrapper or container is not readily accessible to the vehicle's occupants.]

### C. Violations

1. Students and District personnel with knowledge that a person is in violation of this Policy should immediately report the violation to the building principal or designee.
2. Violation of this Policy will result in discipline of students, employees, and contractors, up to and including expulsion or termination, removal from District property, and referral to law enforcement.

### D. Notices

1. The District will annually distribute the Michigan Department of Health and Human Services notice concerning the best practices for the safe storage of firearms to the parent or legal guardian of each student enrolled no later than October 1 of each year.
2. By October 1, 2025, and each October 1 thereafter, the District will annually post the Michigan Department of Health and Human Services notice to the District webpage.

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

Date adopted:

Date revised:

## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

#### 4101 Non-Discrimination

##### A. Equal Employment Opportunity

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

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

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

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

- Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination against qualified persons with disabilities in employment, public service, public accommodations, and telecommunications;
- Pregnancy Discrimination Act of 1978, which prohibits discrimination based on pregnancy, childbirth, or related medical conditions;
- Pregnant Workers Fairness Act (PWFA), which requires covered employers to provide reasonable accommodations to a worker's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause an undue hardship;
- Genetic Information Non-Discrimination Act of 2008 (GINA), which prohibits discrimination based on genetic information as to health insurance and employment;
- Michigan Elliott-Larsen Civil Rights Act of 1976 (ELCRA), which prohibits discrimination based on race, color, national origin, age, sex, pregnancy, sexual orientation, gender identity or expression, religion, height, weight, or marital status;
- Michigan Persons with Disabilities Civil Rights Act of 1976 (MPDCRA), which prohibits discrimination against qualified persons based on disability that is unrelated to that person's ability to perform the duties of a particular position or genetic information; and
- Michigan Equal Pay Act, which prohibits discriminatory wage practices based on sex.

The District also complies with and prohibits employment action that violates the following statutes:

- Family and Medical Leave Act of 1993 (FMLA), which requires covered employers to provide up to 12 work weeks of unpaid, job-protected leave to eligible employees for certain family, military, and medical reasons, and up to 26 work weeks to care for a covered service member with a serious injury or illness;
- ~~Michigan Paid Medical Leave~~ Earned Sick Time Act of 2018 (PMLA(ESTA)), which provides eligible employees ~~paid medical leave~~ with earned sick time that may be used for certain reasons;
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which provides job protection and reemployment rights to individuals who voluntarily or involuntarily leave employment to undertake military service, including military reservists and National Guard members called to duty;

- Public Employment Relations Act of 1947 (PERA), which prohibits a public employer from discriminating against an employee based on membership or non-membership in a labor organization;
- Fair Labor Standards Act of 1938 (FLSA), which establishes minimum wage, overtime pay, record keeping, and youth employment standards affecting employees; and
- Michigan Whistleblower Protection Act of 1980, which protects employees who report a violation or suspected violation of state, local, or federal law and employees who participate in hearings, investigations, or court actions.

## B. Reporting Requirements

Any employee who believes he/she has been subjected to behavior that violates this Policy is encouraged to file a complaint promptly with a supervisor. A complaint implicating an individual's civil rights will be investigated pursuant to the procedures outlined in Policy 4104 and 3115-3115H. A complaint alleging Title IX sexual harassment will be investigated pursuant to the procedures outlined in Policy 3118.

Employees with questions about compliance with this Policy and applicable laws should contact the Superintendent or the Employment Compliance Officer(s) identified in Policy 3115B.

Board members, administrators, and supervisors must promptly report incidents of Unlawful Discrimination and Retaliation that he/she observes or about which he/she receives information.

Board members, administrators, or supervisors who receive a complaint alleging a violation of this Policy must promptly report the complaint, in writing, to the Employment Compliance Officer(s) identified in Policy 3115B.

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

## C. Employment Discrimination Compliance Training

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

The District may also provide Unlawful Discrimination and Retaliation training to Board members and employees.

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

Legal authority: 20 USC 1681 et seq.; 29 USC 206 et seq., 701 et seq., 2601 et seq.; 38 USC 4301 et seq.; 42 USC 2000d et seq., 2000e et seq., 2000ff et seq., 12101 et seq.; H.R. 2617-1626, 117th Cong. § 103(1) (signed into

law December 29, 2022); MCL 37.1101 et seq., 37.2101 et seq.; MCL 423.201 et seq.; MCL 750.556; 34 CFR 106.1 et seq.; MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 2024 Mich LEXIS 1454 (July 31, 2024)

Date adopted:

Date revised:

## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

#### 4103 Whistleblowers' Protection

An employee shall report, on his/her own behalf or on behalf of another employee, a violation or a suspected violation of a federal, state, or local law, regulation, or rule to the employee's supervisor or the Employment Compliance Officer(s)- identified in Policy 3115B. Reports must be made in good faith. An employee who makes or is about to make a report in good faith and in compliance with this Policy will not be discharged, subject to adverse employment action, or subject to other discrimination or retaliation because the employee was about to make or made a report.

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

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

Legal authority: MCL 15.361 et seq.

Date adopted:

Date revised:

## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

#### ***4105B Religious Workplace Accommodations for Employees and Applicants***

The District complies with Title VII and state and local laws that prohibit discrimination in employment against employees or applicants for employment based on religion. The District will reasonably accommodate sincerely held religious beliefs, practices, and observances of employees and applicants for employment absent an undue hardship.

An employee or applicant for employment who requests a reasonable accommodation based on religion must promptly inform the Superintendent or designee. Upon receipt of an accommodation request, the District will ~~meet~~begin the interactive process with the employee or applicant to consider reasonable accommodation options consistent with Title VII- [Optional: using the interactive process form, Form 4105B-F]. Reasonable accommodation requests that do not pose an undue hardship will be considered.

After considering the requested accommodation and other relevant information, the District will, as appropriate, implement reasonable accommodations that do not pose an undue hardship (as defined by law). The District is not obligated to adopt the applicant's or employee's specific accommodation request.

The District may engage or re-engage in accommodation discussions, as necessary.

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

Legal authority: 42 USC 2000e, et seq.; *Groff v DeJoy*, 143 S Ct 646 (2023)

Date adopted:

Date revised:

## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

#### 4106 **Family and Medical Leave Act (FMLA)** [Optional for Districts with Less Than 50 Employees / Required for Districts with 50 or More Employees] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

This Policy will be interpreted and applied consistent with the FMLA, as amended, and its regulations. This Policy should not be interpreted to conflict with an applicable collective bargaining agreement where the collective bargaining agreement provides rights or obligations beyond those conferred by FMLA and that are not prohibited by FMLA.

#### A. Qualifying for FMLA Leave

##### 1. Employee Eligibility

- a. To be eligible for FMLA leave, an employee must:
  - i. have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave (full-time instructional employees are presumed to meet the 1,250 hour requirement);
  - ii. have completed 12 months (cumulative) of work for the District before the commencement of the leave. This includes non-consecutive intervals of employment with the District occurring up to 7 years before the commencement of the FMLA leave; and
  - iii. make the request at a time when the District has 50 or more employees at, or within 75 miles of, the worksite.
- b. The applicable 12-month period to determine an employee’s entitlement to FMLA leave (i.e., the FMLA leave year) is [Choose one: a “rolling” 12-month period measured backward from when the FMLA leave would commence / a “rolling” 12-month period measured forward from the date the employee first takes FMLA leave / the period from [ ] to [ ] / the calendar year, January 1 to December 31].
- c. An eligible employee taking FMLA leave to care for a covered service member or veteran with a serious injury or illness is allowed to take up to 26 work weeks of leave in a single 12-month period measured forward from the date the employee first takes leave.

##### 2. Qualifying Events

- a. An eligible employee may take FMLA leave, up to a total of 12 work weeks, during any 12-month period for any one or more of the following:

- i. the birth or care of the employee's newborn child;
  - ii. the employee's care for a newly adopted child or child placed in the employee's home for foster care;
  - iii. to care for a spouse, child (who is younger than age 18, or over 18 but incapable of self-care), a Parent (but not parent-in-law), or an individual for whom the employee stands *in loco parentis* who has a serious health condition;
  - iv. the employee's own serious health condition; or
  - v. a qualifying military exigency about an employee, the employee's spouse, child (regardless of age), or Parent.
- b. An eligible employee may take up to 26 work weeks of leave during a single 12-month period to care for a covered service member who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness. The employee must be the spouse, child, Parent (regardless of their child's age), or next of kin of the covered service member. This subsection applies to veterans of the Armed Services who suffered an injury or illness, or aggravated an injury or illness, in the line of duty on active duty if the veteran was a member of the Armed Forces at any time during the 5 years before receiving treatment.

### 3. Limitations on FMLA Leave

- a. The entitlement to leave for the birth of a child or placement of a child with an employee for the purposes of adoption or foster care expires at the end of the 12-month period beginning on the date of the birth or placement, and these circumstances do not qualify for intermittent or reduced schedule leave [Optional: unless the Superintendent or designee approves an intermittent or reduced schedule leave in writing].
- b. Concerning spouses who are both employed by the District, and both eligible for FMLA leave, they are limited to a combined total of 12 work weeks of FMLA leave for the birth or placement, or related care, of a child for adoption or foster care with the employees or the care of a Parent with a serious health condition. This limitation does not apply to the care of a spouse or child with a serious health condition or to an employee's own serious health condition.
- c. Concerning the entitlement to 26 work weeks of leave to care for a covered service member with a serious illness or injury, the 26 work week allotment may include other reasons for FMLA leave authorized by the Act. But in that allotment, an employee is not entitled to more than 12 work weeks of leave for reasons unrelated to the care for a covered service member with a serious illness or injury.

- d. Concerning spouses who are both employed by the District, and both eligible for FMLA leave to care for a covered service member, they are limited to a combined total of 26 work weeks of leave for all leaves authorized by the Act during the 12-month period commencing with FMLA leave to care for a covered service member. The spouses are subject to the 12 work week limitation for leave related to the birth or placement, or related care, of a child for adoption or foster care with the employees or the care of a Parent with a serious health condition.

## B. FMLA Notice

1. An employee must give the District notice of FMLA leave as follows:
  - a. When the need for FMLA leave is foreseeable (e.g., for the birth of a child, placement for adoption or foster care, or planned medical treatment), 30 calendar days' notice is required. If the employee fails to give 30 calendar days' notice with no reasonable excuse, the District reserves the right to deny or to delay the employee's FMLA leave. If the FMLA leave is for planned medical treatment, the employee must make reasonable efforts to schedule treatment so as not to unduly disrupt the District's operations.
  - b. When the need for FMLA leave is unexpected, the employee must provide notice to the District as soon as practicable.
2. For both foreseeable and unexpected leave, employees must comply with District Policies, work rules, collective bargaining agreement provisions, and customary absence reporting procedures. Failure to comply with these requirements may be grounds to delay or deny the employee's FMLA leave request and may result in discipline.
3. Absent extenuating circumstances, within 5 work days after an employee requests FMLA leave or the District has reasonable information that an employee may qualify for FMLA leave, the District will provide to the employee a copy of this Policy and the U.S. Department of Labor's (DOL) "Notice of Eligibility and Rights & Responsibilities" DOL Form WH-381 (as updated).
4. Once the District receives sufficient notice, including any requested medical certification (see below), that an employee's leave qualifies as FMLA leave, the District will, absent extenuating circumstances, within 5 work days, notify the employee in writing whether the leave is designated as FMLA leave using DOL Form WH-382 (as updated).

## C. Certification

1. If an employee requests FMLA leave due to the employee's serious health condition or to care for a Parent, child, or spouse with a serious health condition, the employee must provide medical certification from a health care provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the family member and the expected

duration of the leave. Employees requesting leave for a qualifying exigency or leave to care for a covered service member with a serious injury or illness must provide the appropriate certification. The District will provide the employee with the appropriate DOL form applicable to the employee's requested leave.

2. Employees must return the requested certification within 15 calendar days after the request. The District may delay or deny FMLA leave if submission of the certification is not timely.
3. Failure or refusal to provide requested medical certification within 15 calendar days may result in denial of the leave being designated as FMLA leave.
4. If an employee provides an incomplete or insufficient certification, the District will advise the employee, in writing, of the deficiencies and what additional information is needed. An employee must return the requested additional information within 7 calendar days. The District, but not the employee's direct supervisor, may contact an employee's health care provider for clarification or authentication of a certification. The District may not contact the employee's health care provider if a complete and sufficient certification, signed by the health care provider, is submitted.
5. If the District has reason to doubt the medical certification an employee submits, the District may require, at its expense, that the employee obtain a second opinion from a health care provider of the District's choice. If the second opinion differs, the District may require, at its expense, that a third opinion be obtained from a health care provider who is mutually selected by the employee and the District. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third health care provider, the employee will be bound by the second opinion. The District may not request a second opinion for leave to care for a covered service member or veteran with a serious injury or illness.

The District may request recertification consistent with FMLA regulations. Recertification will be at the employee's expense.

The District may request recertification in less than 30 calendar days if: an employee requests an extension of FMLA leave; circumstances stated in the prior certification have changed significantly; or the District receives information that casts doubt upon the employee's stated reason for the absence or the certification's validity.

#### D. Concurrent Leave and Substitution of Paid Leave

FMLA leave provided to employees is unpaid, unless the employee has applicable paid leave. Applicable paid leave (e.g., sick, personal, business, vacation, paid time off, leave under Michigan ~~Paid Medical Leave~~Earned Sick Time Act (MPMLAESTA), or workers' compensation) will run concurrently with FMLA leave at the election of either the District or the employee. The ability to use paid leave concurrently with FMLA leave is subject to compliance with the procedures and

conditions normally associated with the paid leave. A medical leave of absence covered by workers' compensation runs concurrently with FMLA leave and consistent with an applicable individual employment contract or collective bargaining agreement. FMLA leave beyond an employee's applicable accrued paid leave is unpaid.

#### E. Intermittent and Reduced Schedule Leave

1. Eligible employees may take FMLA leave intermittently or on a reduced schedule when leave is taken to care for a family member with a serious health condition, for an employee's own serious health condition, because of a qualifying exigency, or to care for a covered service member or veteran, an eligible employee may take leave intermittently or on a reduced schedule when medically necessary.
2. Intermittent or reduced schedule leave will not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken. Intermittent and reduced schedule FMLA leave will be accounted for in the shortest increment used to account for leave generally within the employee's classification.

Employees must follow the District's absence reporting procedures when using intermittent leave.

3. When an instructional employee seeks to take intermittent or reduced schedule leave to care for a family member with a serious health condition, to care for a covered service member or veteran, or for the employee's own serious health condition which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20% of the total number of work days over the leave period, the District may either require the employee to take leave on a full-time basis for the duration of the requested intermittent or reduced schedule leave or temporarily transfer the employee to an alternate position with equivalent pay and benefits.
4. If an eligible employee requests intermittent or reduced schedule leave for a foreseeable medical treatment, including during a period of recovery from a serious health condition, the District may require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. The alternate position must have equivalent pay and benefits as the employee's regular position.

#### F. Group Health Plan Benefits

1. Eligible employees are generally entitled to the continuation of District-provided group health plan benefits while on FMLA leave. Group health plan benefits include medical, dental, and optical insurance coverages in which the employee is enrolled at the time that FMLA leave is taken.

2. The District will continue paying its portion, if any, of the employee's group health plan costs and insurance premiums or representative premiums while the employee is on FMLA leave and in accordance with any applicable collective bargaining or individual employment contract. Any share or portion of the group health plan costs, insurance premiums, or representative premiums paid by the employee before FMLA leave must continue to be paid by the employee during FMLA leave. See DOL Form WH-381. An employee's failure to pay his/her portion of group health plan costs, insurance premiums, or representative premiums during FMLA leave may result in loss of coverage if the employee's contribution is more than 30 calendar days late. The District will provide the employee with written notice at least 15 calendar days before cancelling the employee's coverage because of a failure to make employee contributions.
3. As addressed in subsection I below, an employee who fails to voluntarily return to work after FMLA leave may be required to repay the District for his/her group health plan benefit costs.

#### G. Return to Work

1. At the expiration date of an employee's FMLA leave, the employee will be returned to that employee's former position or an equivalent position with the same pay, benefits, and working conditions. An employee taking FMLA leave has no greater right to reinstatement than if the employee had been continuously employed during the FMLA leave period.
2. If an employee was unable to renew a license or certification because of FMLA leave and is no longer qualified for the employee's former position, the District will provide the employee reasonable time, on unpaid status, to fulfill the necessary return to work conditions.
3. Instructional Employees
  - a. "Instructional" employees are those whose principal function is to teach and instruct students in a class, small group, or individual setting.
  - b. If an instructional employee begins FMLA leave more than 5 weeks before the end of a term or semester, the District may require the employee to take FMLA leave until the end of the term or semester if the FMLA leave is to last at least 3 weeks and the employee would return to work during the 3-week period before the end of the term or semester.
  - c. If an instructional employee begins FMLA leave during the 5-week period before the end of a term or semester because of the birth or placement for adoption or foster care of a child, to care for a spouse, child, or Parent with a serious health condition, or to care for a covered service member or veteran, the District may require that FMLA leave be taken until the end of the term or semester if the instructional employee would return to work

during the 2-week period immediately before the end of the term or semester and the leave is to last more than 2 weeks.

- d. If an instructional employee begins FMLA leave during the 3-week period before the end of a term or semester because of the birth or placement for adoption or foster care of a child, to care for a spouse, child, or Parent with a serious health condition, or to care for a covered service member or veteran, the District may require the employee to take FMLA leave until the end of the term or semester, if the leave will last more than five (5) work days.
- e. Any additional FMLA leave required of an instructional employee by the District will not count against the employee's allotment of FMLA leave.

#### 4. Fitness for Duty

The District may require that an employee returning from FMLA leave submit a fitness-for-duty certification from a health care provider which addresses the employee's ability to return to work and perform the essential functions of the employee's position. The District must provide the employee with notice of the requirement to provide a fitness-for-duty certification and the essential functions of the employee's position when the District provides the employee the designation of FMLA leave notice (DOL Form WH-382, as updated). If the employee fails to submit the fitness-for-duty certification in a timely manner, return from FMLA leave may be delayed by the District. The employee may be terminated if he/she fails to submit the fitness-for-duty certification.

5. Unless a collective bargaining agreement provides otherwise, an employee on unpaid FMLA leave is not entitled to accrue seniority, employment benefits (other than medical insurance), or any benefit conditioned on length of service or work performed.

#### H. Denial of Key Employee Restoration

1. The District reserves the right to deny restoration to the same or equivalent position to any eligible employee who is a key employee, meaning any employee who is paid a salary and is in the highest paid 10% of employees. The District may deny restoration if necessary to prevent substantial and grievous economic injury to the District's operations. If the District intends to deny restoration to a key employee, it will:
  - a. use DOL Form WH-381, as updated, to notify the employee of his/her status as a key employee in response to the employee's request for FMLA leave and provide the employee with an explanation of the consequences for the employee if the District determines that substantial and grievous injury will result to its operations if the employee is reinstated after FMLA leave;
  - b. notify the employee, in person or by certified mail, as soon as the District decides it will deny restoration and the reasons for the denial;

- c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice;
- d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration; and
- e. the District must maintain its group health plan cost, contributions, premium, or representative premium contributions for the employee's group health plan benefits for the entire term of the employee's FMLA leave, even after giving the employee notice that restoration will be denied.

I. Failure to Return to Work

- 1. An employee's unexcused failure to return to work upon expiration of FMLA leave will subject the employee to discharge unless the District grants an extension of leave as required by law or under a collective bargaining agreement, employee handbook, or individual employment contract. An employee who requests an extension of leave due to the continuation, recurrence, or onset of the employee's serious health condition, or the serious health condition of the employee's spouse, child, Parent, or covered service member or veteran, must submit to the employee's supervisor a written request for an extension. This written request must be made as soon as possible before the expiration of the employee's FMLA leave. Medical certification or recertification will be required to support any request for leave extension.
- 2. If an employee is unable to perform the essential functions of the position or an equivalent position at the end of FMLA leave, the District will comply with ADA requirements, as applicable.
- 3. If an employee fails to return to work after his/her FMLA leave expires, the employee must reimburse the District for any group health plan costs, contributions, premiums, and representative premiums that the District paid for continuation of the employee's group health benefits coverage during FMLA leave, unless the employee does not return due to: (a) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the District with sufficient certification from the proper health care provider of the continuation, recurrence, or onset of the serious health condition; or (b) other circumstances beyond the employee's control. This provision does not apply to any group health plan cost, insurance premium, or representative premium contributions made by the District for periods during which the employee used paid leave concurrently with FMLA leave.

J. Recordkeeping

- 1. The District will maintain the following records related to FMLA requests and use:
  - a. basic payroll information;

- b. dates (or hours) during which eligible employees take FMLA leave;
  - c. copies of all notices, requests, and other documents related to FMLA leave;
  - d. copies of documents evidencing group health plan cost contributions, insurance premium, and representative premium payments made by the District on behalf of an eligible employee on FMLA leave; and
  - e. documents related to disputes about eligibility or designation of FMLA leave.
2. Medical certifications and other medical documentation related to FMLA leave will be maintained in a separate, confidential file from an employee's personnel file. See Policy 4224.

#### K. Notice to Employees

The District will post the appropriate notice of rights poster in a location easily seen by employees and include a general notice of employee FMLA rights in applicable employee handbooks or by providing employees notice at their time of hire.

Legal authority: 29 USC 2601 et seq.; 29 CFR 825.100 et seq.

Date adopted:

Date revised:

## Series 4000: District Employment

### 4400 Professional Staff

#### 4403 Performance Evaluation

Performance evaluations are essential to provide quality educational services and to measure competency. This Policy does not diminish the Board's authority or ability to non-renew a professional staff member's contract at the end of the contract's term, consistent with applicable statutes, collective bargaining agreements, Policies, and individual employment contracts. This Policy must be implemented consistent with Policy 1101.

A. Teachers as Defined by Revised School Code Section 1249 (K-12 certified teachers of record)

Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. a year-end evaluation process that meets statutory standards;
2. an evaluation tool that incorporates components required by law, including:
  - a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
  - b. the teacher's performance; and
  - c. objective criteria.
3. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
  - a. all probationary teachers;
  - ~~b. teachers rated minimally effective or ineffective during the 2023-24 school year;~~
  - ~~c.~~ b. teachers rated needing support or developing; or
  - ~~d.~~ c. at the evaluator's discretion when performance deficiencies are noted.
4. classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;

5. a mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator;
6. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
7. tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated [Choose one: biennially or triennially], but if the teacher is not rated as effective on one of the [Choose one: biennial or triennial] year-end evaluations, the teacher must receive year-end evaluations;
8. a mentor for teachers rated developing or needing support or for teachers in the first year of probation;
9. opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
10. a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
11. website posting of required information for the evaluation tool;
12. training on the evaluation tool for teachers and evaluators as required by law; and
13. other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher must be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

#### B. Non-Teaching Professionals Subject to the Teachers' Tenure Act

The performance evaluation system for a Non-Teaching Professional with a teaching certificate subject to the Teachers' Tenure Act must include multiple observations. An IDP will be developed during the employee's probationary period. Except during the probationary period, which must include annual evaluations, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee. The Superintendent or designee

has discretion to select and use an evaluation tool that serves the District's best interests.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

To the extent required by law, a tenured Non-Teaching Professional subject to the Teachers' Tenure Act rated as needing support may request a review consistent with Revised School Code 1249.

C. Non-Teaching Professionals and Teachers Not Subject to Revised School Code Section 1249

For Non-Teaching Professionals and teachers not subject to Revised School Code Section 1249, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee, except annual evaluation will be performed during the employee's probationary period. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

An IDP may be established at the Superintendent's or designee's discretion.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1233b, 380.1248, 380.1249; 380.1249a(2); MCL 423.215

Date adopted:

Date revised:

## Series 4000: District Employment

### 4400 Professional Staff

#### 4407 Discipline

Maintaining appropriate procedures and standards for addressing misconduct and other inappropriate behavior by Professional Staff is a critical component in furthering an effective educational environment and in providing quality educational services to students. Off-duty conduct may result in discipline if it adversely impacts the District and is not a legally protected activity. Information about substantiated unprofessional conduct will not be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b. This Policy must be implemented consistent with Policy 1101.

##### A. Probationary Professional Staff

Probationary Professional Staff discipline or demotion may occur for any lawful reason.

1. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.
2. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.
3. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.
4. Disciplinary measures may include warning, reprimand, unpaid suspension, financial penalty, or discharge. This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measures for the circumstances. The District may also consider preventative measures, including training, coaching, and other remedial measures.
5. Discipline will be confirmed in writing and placed in that person's personnel file. The person's year-end performance evaluation may also reflect the discipline.
6. The Superintendent or designee is authorized to impose discipline except for:
  - a. nonrenewal of a probationary teacher; or
  - b. discharge of a probationary teacher.

The Board's action may be based upon the Superintendent's or designee's written recommendation and applicable procedures set forth in the Teachers' Tenure Act.

## B. Tenured and Non-Probationary Professional Staff

Tenured teacher discipline or demotion will occur only for a reason(s) that is not arbitrary or capricious. Likewise, the disciplining of Non-Teaching Professionals will be governed by the arbitrary or capricious standard unless expressly stated otherwise in a collective bargaining agreement, employee handbook, or individual employment contract. Under the arbitrary or capricious standard, a disciplinary decision must be supported by a preponderance of the evidence and the discipline must have a rational relationship to the established misconduct or inappropriate behavior.

Before imposing discipline, the Superintendent or designee will investigate whether a Professional Staff member engaged in conduct that may justify discipline. The investigation should include discussions with witnesses determined by the Superintendent or designee to have relevant information and a review of tangible evidence (e.g., documents, video, electronic communications). The Professional Staff member will be provided an opportunity to respond to the allegation(s).

If a Professional Staff member is governed by a collective bargaining agreement or individual employment contract, the Superintendent or designee will adhere to the disciplinary standards and procedures in that agreement. If the collective bargaining agreement or individual employment contract does not have an applicable provision, then the standards and procedures outlined below will apply.

The following procedures may be used for investigating allegations of Professional Staff misconduct or inappropriate conduct:

1. The Superintendent or designee may consult with legal counsel in appropriate cases and may request that legal counsel assist with an investigation.
2. The Superintendent or designee will give the Professional Staff member oral or written notice of the allegation(s).
3. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.
4. The Superintendent or designee will give oral or written notice of the time, date, and location of a meeting to provide the Professional Staff member with an opportunity to respond to the allegation(s) and substantiating factor(s).
5. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

6. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.
7. If an investigation concludes that a preponderance of the evidence (i.e., more likely than not) establishes that the Professional Staff member engaged in conduct warranting discipline, the appropriate level of discipline will be guided by the following:
  - a. the seriousness of the offense;
  - b. the Professional Staff member's prior disciplinary and employment record;
  - c. whether other Professional Staff members have engaged in similar or like past conduct known to the District's administration and the discipline imposed for those infractions;
  - d. the existence of aggravating or mitigating factors, as determined by the Superintendent or designee;
  - e. applicable federal or state law;
  - f. the Professional Staff member's acceptance of responsibility;
  - g. the likelihood of recurrence; and
  - h. any other factors the Superintendent or designee determine are relevant.
8. Disciplinary measures may include:
  - a. warning;
  - b. reprimand;
  - c. unpaid suspension;
  - d. financial penalty; or
  - e. discharge.

This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measure. The District may consider additional preventative measures to address the misconduct, including training, coaching, and other remedial measures.

9. Discipline will be confirmed in writing and placed in that person's personnel file. The discipline imposed may also be reflected in the person's year-end performance evaluation.

10. The Superintendent or designee is authorized to impose discipline except for:
- a. the discharge of a Professional Staff member; or
  - b. the demotion of a tenured teacher, as defined in the Teachers' Tenure Act.

The Board's action may be based on the Superintendent's or designee's written recommendation and applicable procedures in the Teachers' Tenure Act.

11. A tenured teacher's salary may be escrowed after tenure charges are approved by the Board pursuant to Policy 4208.

C. Extracurricular Positions, Including Athletic Coaches

Unless otherwise provided by an applicable collective bargaining agreement or individual employment contract, employees holding extracurricular positions, including athletic coaches, may be disciplined for any lawful reason. For contracted extracurricular positions, including athletic coaches, see Policy 4207.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a; *NLRB v J Weingarten, Inc*, 420 US 251 (1975)

Date adopted:

Dated revised:

## Series 4000: District Employment

### 4400 Professional Staff

#### 4408 Termination

This Policy must be implemented consistent with Policy 1101.

##### A. Probationary Teachers

For purposes of this Policy, the “termination” of a probationary teacher occurs when the probationary teacher is discharged during the term of an existing individual employment contract between the probationary teacher and the Board. Discontinuation of a probationary teacher’s employment at the expiration of an individual employment contract is not termination for purposes of this Policy and is addressed separately in Policy 4409.

The Board may terminate a probationary teacher for misconduct, inappropriate behavior, performance that is not effective, or for any other lawful reason at any time.

The Superintendent or designee may recommend the termination of a probationary teacher to the Board. The recommendation will include the reason(s) for the proposed termination.

Probationary teachers recommended for termination by the Superintendent or designee will be provided advance notice of the allegations; an opportunity for a hearing in closed or open session before the Board; and the time, date, and location of the Board hearing.

##### B. Tenured Teachers

The Superintendent or designee may recommend the termination of a tenured teacher by filing tenure charges with the Board. The Board will consider whether to proceed on the tenure charges or modify the charges. A tenured teacher may be terminated for a reason that is not arbitrary or capricious.

The tenured teacher may challenge the Board’s decision to discharge or demote the teacher by timely filing an appeal with the State Tenure Commission.

##### C. Non-Teaching Professionals and Teachers not subject to the Teachers’ Tenure Act (preschool, GSRP, or other teachers if they did not serve a probationary period under the Tenure Act)

[Choose Option 1 or 2:]

[Option 1: Unless otherwise provided by a collective bargaining agreement or individual employment contract: (1) a Non-Teaching Professional or teacher who is not subject to the Teachers’ Tenure Act is subject to 4 years of probationary service and may be non-renewed or terminated at-will by the Board; and (2) after

4 years, the non-probationary Non-Teaching Professional or teacher may be terminated for any reason that is not arbitrary or capricious, subject to due process.]

[Option 2: Unless otherwise provided by a collective bargaining agreement or individual employment contract, a Non-Teaching Professional or teacher who is not subject to the Teachers' Tenure Act may be terminated by the Board for any reason that is not arbitrary or capricious, subject to due process.]

The Superintendent or designee may recommend the termination of a Non-Teaching Professional or teacher to the Board. The recommendation will include the reason(s) for the proposed termination.

Non-Teaching Professionals or teachers recommended for termination by the Superintendent or designee will be provided advance written notice of the allegations; an opportunity for a hearing in closed or open session before the Board; and the time, date, and location of the Board hearing.

#### D. Extracurricular Positions, Including Athletic Coaches

Unless otherwise provided by a collective bargaining agreement or individual employment contract, extracurricular positions, including athletic coaches, may be non-renewed or terminated at-will by the Superintendent or designee. For contracted extracurricular positions, including athletic coaches, see Policy 4207.

Legal authority: MCL 38.83(2), 38.101, 38.121

Date adopted:

Date revised:

## Series 4000: District Employment

### 4400 Professional Staff

#### 4409 Non-Renewal

For purposes of this Policy, “non-renewal” of a probationary teacher refers to the discontinuation of the employment relationship between the Board and a probationary teacher at the expiration of the probationary year following the process set forth in the Teachers’ Tenure Act.

Teachers must serve a probationary period as required by the Teachers’ Tenure Act. A probationary teacher’s contract may be non-renewed for performance-based reasons or any other lawful reason.

This Policy must be implemented consistent with Policy 1101.

#### A. Probationary Period

1. A probationary teacher rated developing or needing support may be subject to non-renewal consistent with the Teachers’ Tenure Act. To attain tenure, a probationary teacher must ~~be rated effective (after July 1, 2024) or receive a “highly effective (before July 1, 2024)” or “effective” rating on the teacher’s 3 most recent year-end annual performance evaluations, including their most recent evaluation~~ and ~~serve have completed~~ at least 4 full school years ~~of employment~~. A teacher’s probationary period may extend, or the probationary teacher may be nonrenewed, if the teacher does not receive 3 consecutive effective ratings during the probationary period.

For a teacher who previously held tenure in another Michigan public school district, the teacher is subject to a 2-year probationary period, unless the Board acts to reduce the teacher’s probationary period. The Board may make such a reduction if it determines that it is in the District’s best interest considering factors such as the teacher’s employment history; certifications, approvals, or authorizations; experience in subject matter or grade level; professional development, training, and academic preparation; and any other relevant factors as determined by the Board.

2. [Optional: Unless otherwise provided by a collective bargaining agreement or individual employment contract:
  - a. Non-Teaching Professionals who are not subject to the Teachers’ Tenure Act are subject to 4 years of probationary service and may be non-renewed or terminated at-will by the Board; and
  - b. After 4 years, the non-probationary Non-Teaching Professional may be non-renewed or terminated for any reason that is not arbitrary or capricious, subject to due process.]

## B. Non-renewal

1. Probationary teacher non-renewal is subject to the non-renewal procedures specified in the Teachers' Tenure Act. This Policy will be implemented consistent with that statute.
  2. Before non-renewing a probationary teacher, the probationary teacher must receive written notice of the Superintendent's or designee's recommendation for non-renewal and the time, date, and place of the Board meeting at which the Board will consider the recommendation. The recommendation for non-renewal will state the reason(s) for the recommendation and may include supporting documentation.
  3. The probationary teacher must receive written notice of Board action to non-renew the teacher's contract at least 15 calendar days before the end of the school year (June 30) except as provided in subsection 4 below. If the teacher is hired after the beginning of the school year, notice of non-renewal must be received at least 15 calendar days before the teacher's anniversary date of hire.
  4. For a teacher who previously held tenure in another Michigan public school district, the teacher must receive written notice of non-renewal at least 60 calendar days before the completion of the probationary period.
- C. The probationary teacher will be provided an opportunity to address the Board in open or closed session and respond to the Superintendent's or designee's recommendation to non-renew.
- D. The Board must take action in open session on the recommendation to non-renew the probationary teacher.
- E. The probationary teacher must be served with written notice of the Board's action non-renewing the teacher's employment and a copy of the Board action within the timeframe required by the Teachers' Tenure Act. The non-renewal notice will specify that a probationary teacher has the right to appeal the timeliness or legal effect of a notice of non-renewal. The appeal must be filed with the State Tenure Commission within 20 calendar days after the probationary teacher's receipt of the notice of non-renewal. A copy of the Teachers' Tenure Act should also be included with the notice.
- F. Teachers who are not subject to the Teachers' Tenure Act may be non-renewed at the discretion of the Board for any lawful reason subject to an applicable collective bargaining agreement or individual employment contract. [Option: The teacher must have advance notice that the Board is considering nonrenewal and an opportunity to be heard. The teacher will receive written notice of a nonrenewal decision.]

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

Date adopted:

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5100 Student Rights

#### 5104 Age of Majority

State law recognizes students are adults at age 18 or when otherwise legally emancipated. Except as noted below, all Board Policies, applicable codes of conduct, and any other applicable rules or behavioral expectations apply to all students regardless of age.

Unless inconsistent with a court order, students who are 18 years or older or legally emancipated may:

- A. ~~have the same rights as their Parents as they relate to~~ access ~~to~~ or control ~~of~~ their student records as provided by law;
- ~~B. represent themselves during disciplinary conferences;~~
- B. make decisions related to special education and Section 504;
- C. request a personal curriculum;
- D. represent themselves during disciplinary conferences;
- ~~D.E.~~ \_\_\_\_\_ have other rights or privileges as determined by the Superintendent or designee;
- ~~E.F.~~ \_\_\_\_\_ [Optional] sign themselves in and out of school; and
- ~~F.G.~~ \_\_\_\_\_ [Optional] provide reason(s) for their absences and tardies.

Eligible students who wish to assert these rights must notify the building principal in writing. Otherwise, sections ~~B-FD-G~~ above will not apply. The building principal or designee may notify an eligible student's Parent that the eligible student has exercised the rights listed under this Policy.

Legal authority: MCL 380.1278b; MCL 722.4, 722.52

Date adopted:

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5200 Student Conduct and Discipline

#### ***5202 Unlawful Discrimination, Harassment, and Retaliation Against Students***

The District prohibits unlawful discrimination. “Unlawful Discrimination” includes unlawful harassment and retaliation, unless specifically stated otherwise. The District will investigate all allegations of Unlawful Discrimination and will take appropriate action, including discipline, against any person who, following an investigation, is determined to have engaged in Unlawful Discrimination.

Complaints alleging Unlawful Discrimination, harassment, and Retaliation against a student will be investigated using the process outlined in Policies 3115-3115H.

Complaints alleging Title IX sexual harassment will be investigated using the Grievance Process outlined in Policy 3118.

The identities of the District’s Title IX Coordinator, Section 504 Coordinator, and Civil Rights Coordinator are listed in Policy 3115B.

#### A. Student Handbooks

The Superintendent or designee will include in student handbooks a statement explaining the District’s policy against Unlawful Discrimination, including unlawful harassment and Retaliation. This statement must include an explanation of types of Unlawful Discrimination, examples of harassment, reporting requirements, and consequences as described in this Policy.

#### B. Reporting Requirements

District personnel must immediately report incidents of alleged Unlawful Discrimination, including incidents that District personnel witness or about which they receive reports or information, regardless of whether the incidents are verbal, visual, or physical, and whether the incidents also constitute harassment, bullying, or hazing.

District personnel who witness an act of Unlawful Discrimination must intervene immediately, unless circumstances would make intervention dangerous. A person who is unable to intervene should promptly attempt to find another person who is able to intervene, contact a building administrator, or contact law enforcement, as the situation requires.

Any student who witnesses an act of Unlawful Discrimination is encouraged to report it to District personnel. No student will be retaliated against based on any report of suspected Unlawful Discrimination. A student may also anonymously report an incident of Unlawful Discrimination. The District will investigate anonymous reports to the extent possible pursuant to Policies 3115-3115H or Policy 3118, as applicable. Minor students do not need Parent permission to file a

Complaint or participate in the Grievance Procedure described in Policies 3115-3115H and 3118.

### C. Office for Civil Rights

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

U.S. Department of Education  
Office for Civil Rights  
1350 Euclid Avenue Cesar E. Chavez Memorial Building  
1244 Speer Boulevard, Suite 325310  
Cleveland, Ohio 44115  
Phone: (216) 522-4970  
E-mail: OCR.Cleveland@ed.gov

Denver, CO 80204-3582  
Telephone: 303-844-5695  
FAX: 303-844-4303; TDD: 800-877-8339  
Email: OCR.Denver@ed.gov

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

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted:

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5400 Curriculum, Instruction, and Parent Involvement

#### 5401 Parent Involvement in Education

##### A. Parent Involvement

The District will take the following steps to encourage Parent involvement in their student's education:

1. Parents will be provided the opportunity to review District-approved curriculum, textbooks, and instructional materials, including any material that will be used in connection with a survey, analysis, or evaluation, upon request.
  - a. Requests to review curriculum, textbooks, and instructional materials must be made to the building principal.
  - b. Parents may review textbooks based on availability and may review instructional materials within a time frame determined by the building principal or designee.
2. Parents will be permitted to attend and observe instructional activities in a class or course in which their student is enrolled and present.

Parents must make an appointment with the building principal to observe instructional activities in a class or course in which the student is enrolled and present. The building principal will permit a Parent observation unless the building principal determines that the observation would disrupt the class or course. Frequent observations are likely disruptive. Absent unusual circumstances, as determined by the building principal, observations that last more than 30 minutes or occur on consecutive days will not be permitted. Parents who want to observe instructional activities also must adhere to Policy 3105.

Parents are not permitted to observe testing.

3. Parents may inspect and review their student's education records, upon written request, consistent with Policy 5309 and state and federal law.

~~4. At the beginning of the school year, the District will notify Parents of students attending Title I schools of the right to request a copy of this Policy. The District will provide a copy of this must be included in the Student Handbook.~~

~~4.5. See Policy to a requesting 5405 for Parent in a timely manner and Family Engagement Policy at schools receiving Title I funds.~~

~~5.6. [Optional: The Superintendent is directed to develop and implement parental involvement contracts with Parents. These contracts must be voluntary and must include the following:~~

- a. The Parent will:
  - i. review homework and offer assistance when needed;
  - ii. ensure the student arrives at school each day on time and ready to learn;
  - iii. attend school functions and support the student's school activities; and,
  - iv. make every effort to attend parent-teacher conferences.
- b. The student will:
  - i. participate in class discussions;
  - ii. complete assignments in an accurate, neat, and timely manner;
  - iii. come to school each day on time;
  - iv. pay attention in class and complete assigned lessons;
  - v. obey applicable rules and codes of conduct; and
  - vi. respect teachers, school administrators, and other students.
- c. The teacher will:
  - i. set high standards for quality instruction that promote grade-appropriate academic skills;
  - ii. keep accurate attendance records;
  - iii. teach students how to study;
  - iv. review basic concepts taught in class;
  - v. maintain a welcoming atmosphere; and
  - vi. provide flexible scheduling for Parent visits and participation.
- d. Ways for the Parent to explain any obstacles that prevent compliance with the contract.

If a parental involvement contract identifies obstacles to participation, the Superintendent will consider accessing possible resources to help overcome those obstacles.]

## B. Assessments and Surveys

### 1. State assessments

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

## 2. National Assessment of Educational Progress

As a condition of receiving federal funds and as required by state law, the District may be selected to participate in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. Student participation in NAEP is voluntary.

The District will notify Parents of students eligible to take the NAEP before the assessment is administered. Parents wishing to opt their students out of the NAEP assessment must notify the District in writing at least 3 school days before the assessment date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

## 3. Surveys

Parents will be notified before their student participates in surveys on certain topics in accordance with Policy 5308.

Legal authority: MCL 380.1137, 380.1280b, 380.1295, 380.1507(3)

Date adopted:

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5400 Curriculum, Instruction, and Parent Involvement

**5405 Title I Parent and Family Engagement Policy** [Optional if the District does not receive Title I Part A funding / Required for Districts that receive Title I Part A funding. Section D (Implementation) requires the District to insert the activities identified through Parent and family consultation] [Note: If the Board elects not to adopt this Policy, delete the policy language and replace 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.]

[Note: If the Board adopts this policy, it must be reviewed annually, and Parents must be given an opportunity to provide input.]

#### A. Development and Annual Review

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

Parents and family members must have opportunities for meaningful input during the annual review process. Information about how Parents and families may provide input will be posted on the District’s website. The annual review of this Policy’s content and effectiveness will be used to design evidence-based strategies for more effective parental involvement, to revise the Engagementthis Policy, and to remove barriers to Parent and family participation. The Engagement Policy will be reviewed annually at a meeting where concerned parties can discuss possible changes to the Engagement Policy.

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

#### B. Parent and Family Engagement

The District recognizes the unique needs of students ~~who are being~~ served in its Title I program and the importance of Parent and family engagement in the Title I program. ~~Parent and family engagement in the Title I Program must include, but is not limited to:~~

1. Parent and family engagement means the participation of Parents through regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring that:

- a. Parents play an integral role in assisting their child's learning;
  - b. Parents are encouraged to be actively involved in their child's education at school;
  - c. Parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child; and
  - d. other activities, such as those described in section 1116 of the Elementary and Secondary Education Act (ESEA) are carried out.
2. Parent and family engagement activities are required under this Policy and include, for example, activities such as:
- A.a. ~~\_\_\_\_\_ an annual school meeting to which all Parents of participating students will be invited to;~~ inform Parents of their school's participation under this part, to explain Title I, Part A; clarify the requirements of this part, Title I, Part A; and ~~to explain the Parents' right to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter.~~ Additional meetings may be scheduled, based on need and interest;
  - B.b. ~~\_\_\_\_\_ an explanation of providing Parents information about the details for student and Parent participationschool's Title I, Part A programs, including but not limited to a description of the school's: curriculum objectives, the forms of academic assessment used to measure student progress and proficiency levels students are expected to meet, achievement levels of the state academic standards, type and extent of participation, parental input in educational decisions, and coordination and integration with other federal, state, and District programs, and evaluations of progress;~~
  - C. ~~opportunities to participate in activities to build Parent involvement activitiescapacity, such as training and providing materials to help Parents to work with their students to improve achievement. A goal of Parent activities is to provide Parents with opportunities to participate in education-related decisions for their students, as appropriate;~~
  - D.c. ~~\_\_\_\_\_ to and encouraging volunteer work at the extent practicable, opportunities for involvement in the Title I Program for Parents of limited English proficiency, Parents with disabilities, Parents with limited literacy, Parents who are economically disadvantaged, Parents of a minority background, or Parents of migratory children. Communication to Parents about student progress and other Title I matters will be provided in a language the Parent can understand, to the extent practicable. Responses to Parent concerns will be provided in a timely mannerschool as appropriate;~~

E.d. \_\_\_\_\_ opportunities for Parent-teacher conferences, in addition to those regularly scheduled by the District, if requested by the Parents or as deemed necessary by District staff;

F.e. \_\_\_\_\_ coordination and integration of parental involvement programs and activities with other community programs. These may include cooperation with ~~other~~ community programs such as Head Start, preschools, and other community services; and

G.f. \_\_\_\_\_ educating teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of Parents, in the value and utility of parental contributions, how to reach out to, communicate with, and work with Parents as equal partners.

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

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

### C. District Obligations

The District will:

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

### D. Implementation

1. The District will take the following actions to involve Parents in the joint development of this Policy:
  - [List additional actions]
2. The District will provide the following coordination, technical assistance, and other support to assist Title I, Part A schools in planning and implementing effective Parent and family engagement activities to improve student academic achievement and school performance:
  - [List activities]
3. The District will take the following actions to conduct, with the involvement of Parents, an annual evaluation of the content and effectiveness of this Policy:
  - [List actions, such as describing how the evaluation will be conducted, identifying who will be responsible for conducting it, and explaining what role Parents will play]
4. To encourage strong Parent and family engagement, the District will:
  - a. hold an informational meeting at least annually to explain this Policy and the school's Title I programming. All Parents of participating students will be invited to this meeting. Invitations may take the form of notes sent with students, announcements in the school newsletter, and notice posted on the school's website;
  - b. provide assistance to Parents and children served by the District in understanding topics such as:
    - state academic standards;
    - state and local academic assessments including alternate assessments;
    - Title I, Part A requirements;
    - child progress monitoring; and
    - collaboration with educators.
  - c. provide materials and training to help Parents work with their children to improve academic achievement and use technology to foster Parent and family engagement by:
    - [List materials and training activities]
  - d. educate Employees on how to communicate and work with Parents as equal partners, implement Parent programs, and build ties between Parents and schools by:
    - [List activities]

e. to the extent feasible and appropriate, coordinate and integrate Parent and family engagement programs and activities with other relevant federal, state, and local programs, and conduct other activities, such as parent resource centers, that encourage and support Parents in participating in the education of their children, by:

- [List activities]

f. ensure that information related to the District and Parent programs, meetings, and other activities is sent to the Parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the Parents can understand by:

- [List actions]

Legal Authority: 20 USC 6318

Date adopted:

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5400 Curriculum, Instruction, and Parent Involvement

#### 5406 Title I Funds

The District will use Title I funds (including Perkins V funds) to supplement, not supplant, state and local funds that would, in the absence of Title I funds, be spent on Title I programs. The District will ensure that Title I funds will not be used to provide services that otherwise take the place of public education services that are to be provided to all students. A student's eligibility for Title I services may not disqualify the student from any service for which the student is otherwise eligible.

The District will maintain records of Title I-funded professional development. The Superintendent or designee will ensure that professional development is aligned with the needs of the District's Title I programs. Title I-funded professional development will not duplicate that which is funded from other sources and which, in the absence of Title I funds, would be provided to all staff.

Legal Authority: 20 USC 6301 et seq.

Date adopted:

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5400 Curriculum, Instruction, and Parent Involvement

#### 5411 Student Promotion, Retention, and Placement

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

##### A. Student Promotion and Retention

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

##### B. Student Placement

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

##### C. Reserved

##### D. Nontraditional Programs

The District may operate nontraditional programs to meet the needs of all students. Nontraditional programs may include alternative education or virtual settings. The building principal or designee will attempt to consult with a student's Parent before finalizing a decision to move a student to a nontraditional program. If the Parent disagrees with the building principal's or designee's decision, the Superintendent or designee will make the final decision, consistent with applicable law. Nothing in this section may be construed to limit or modify rights under state or federal laws applicable to students with disabilities, including the right to have placement decisions made by an IEP or Section 504 Team.

##### E. Reserved

Legal authority: 20 USC 7912; MCL 380.1278a, 380.1278b, ~~380.1280f~~ MCL 388.1621f

Date adopted:

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5400 Curriculum, Instruction, and Parent Involvement

#### 5420 Sex Education

[Choose Option 1 or 2:]

[Option 1: Communicable Disease Instruction (mandatory for those districts not electing to provide sex education and reproductive health instruction).]

##### A. Communicable Disease Instruction

The Superintendent or designee will ensure that students are taught about dangerous communicable diseases. Instruction must include the principal modes by which dangerous communicable diseases, including, but not limited to, human immunodeficiency virus infection and acquired immunodeficiency syndrome, are spread and the best methods for disease restriction and prevention.

Instruction must be provided by qualified instructors as defined by state law. Instruction must stress that abstinence from sex is: (1) a responsible and effective method of preventing sexually transmitted diseases, and (2) a positive lifestyle for unmarried young people.

##### B. Revision to Materials and Methods of Instruction

Before revising curriculum about dangerous communicable diseases, the Board will hold at least 2 public hearings occurring at least 1 week apart on the proposed revisions.

Legal authority: MCL 380.1169]

[Option 2: Sex Education and Reproductive Health (for districts electing to provide sex and reproductive health education in addition to mandated communicable disease instruction).]

##### A. Communicable Disease Instruction

The Superintendent or designee will ensure that students are taught about dangerous communicable diseases. Instruction must include the principal modes by which dangerous communicable diseases, including, but not limited to, human immunodeficiency virus infection and acquired immunodeficiency syndrome, are spread and the best methods for disease restriction and prevention.

Instruction must be provided by qualified instructors as defined by state law. Instruction must stress that abstinence from sex is: (1) a responsible and effective method of preventing sexually transmitted diseases, and (2) a positive lifestyle for unmarried young people.

##### B. Revision to Materials and Methods of Instruction

Before revising curriculum about dangerous communicable diseases, the Board will hold at least 2 public hearings occurring at least 1 week apart on the proposed revisions.

#### C. Sex Education Advisory Board

The Board will create a sex education advisory board to:

1. establish sex education program goals and objectives for student knowledge and skills that are likely to reduce the rates of sex, pregnancy, and sexually transmitted diseases;
2. review materials and methods of instruction used in the District's sex education program;
3. make recommendations to the Board for implementation of a sex education program; and
4. evaluate, measure, and report the attainment of program goals and objectives at least every 2 years.

The sex education advisory board must include the following members: Parents, students, educators, local clergy, and community health professionals. At least half of the members must be Parents who have a student in the District. A majority of those Parents must not be employed by a school district.

The sex education advisory board will have 2 co-chairs appointed by the Board. One co-chair must be a Parent of a student in the District.

The Board may, in its discretion, determine and modify terms of service for sex education advisory board members, the number of members, and the membership selection process.

Co-chairs or their designees will provide members of the sex education advisory board 2 weeks' electronic or written notice of meetings.

#### D. Sex Education Courses

The Board authorizes age-appropriate, medically-accurate instruction in sex education including, but not limited to, family planning, human sexuality, and the emotional, physical, psychological, hygienic, economic, and social aspects of family life. Instruction may also include the subjects of reproductive health and the recognition, prevention, and treatment of sexually transmitted diseases. The District's sex education curriculum must comply with state law.

~~Instruction must include principal modes by which dangerous communicable diseases, including, but not limited to, human immunodeficiency virus infection and acquired immunodeficiency syndrome, are spread and the best methods for disease prevention.~~

Sex education instruction must be provided by qualified instructors as defined by state law. Instruction must stress that abstinence is (1) a responsible and effective method of preventing unplanned pregnancy, out-of-wedlock pregnancy, and sexually transmitted diseases, and (2) a positive lifestyle for unmarried young people.

Sex education is an elective course and is not required for graduation.

E. Reproductive Health Instruction

A reproductive health instruction program must be supervised by a licensed physician, a registered nurse, or other person certified by the State Board of Education as qualified.

No person may dispense or distribute a family planning drug or device on District property.

Clinical abortion is not considered a method of family planning, and abortion must not be taught as a method of reproductive health.

F. Revision to Materials and Methods of Instruction

Before revising sex education materials or methods of instruction, or before revising curriculum about dangerous communicable diseases, the Board will hold at least 2 public hearings occurring at least 1 week apart on the proposed revisions.

G. Parental Notice and Opt-Out

A student may not be enrolled in a class in which family planning or reproductive health is discussed unless the student's Parent is provided advance notice of the course content, is given a prior opportunity to review the course materials, and is provided advance notice of the right to excuse the student from the class. If a Parent excuses a student from the class in writing, the student will not be penalized or lose academic credit for not attending the class.

A Parent may file written notice that the student is excused from all sex education offered by the District. If the District receives written notice, the student may not be enrolled in a sex education class unless authorized by the Parent in writing.

Legal authority: MCL 380.1169, 380.1506, 380.1507, 380.1507a, 380.1507b]

Date adopted:

Date Revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5400 Curriculum, Instruction, and Parent Involvement

**5421 *Work-Based Learning Experience*** [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number *and* in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

The District permits students to participate in approved work-based learning (WBL) experiences. All WBL experiences must comply with applicable law, regulations, and guidance, particularly those applicable to the employment of minors, workplace safety, workers’ compensation, nondiscrimination, and unlawful harassment.

~~A WBL experience will be coordinated by the District through a training agreement with an employer. The employer must provide a training plan, acceptable to the District, which explains how the WBL experience relates to the student’s educational objectives. The WBL experience must be supervised by the employer and monitored by a certified teacher employed by the District or an individual working under a valid substitute permit, authorization, or approval issued by MDE. The training agreement and training plan must comply with MDE guidance and be in effect by the applicable pupil count day. A copy of the training agreement and training plan will be kept on file at the District and with the employer.~~

A WBL experience may be paid or unpaid.

The Superintendent will designate a WBL Coordinator ~~who~~. The WBL Coordinator or a CTE program teacher will determine whether a proposed WBL experience complies with applicable state and federal laws, regulations, and guidance and is consistent with the student’s educational objectives.

If the WBL Coordinator or CTE program teacher denies a student’s request for a WBL experience, the student may appeal the decision to the Superintendent or designee, whose decision is final.

If the WBL Coordinator or CTE program teacher determines during the course of the WBL experience that the experience or worksite no longer complies with the approved training plan, District Policy, or state or federal laws, regulations, or guidance, the WBL Coordinator or CTE program teacher will, in consultation with the Superintendent or designee, determine whether the WBL experience should continue.

Credit for a WBL experience will be consistent with Policy 5409 and the applicable student handbook.

Legal authority: *Work-Based Learning Manual*, Michigan Department of Education

Date adopted:

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5600 Student Support Services

#### 5603 Section 504

The District does not discriminate against any student with a disability, as that term is defined in Section 504 of the Rehabilitation Act (Section 504), in any District program or activity. Any claim of disability-based discrimination will be addressed pursuant to ~~Policy~~[Policies 3115-3115H and 5202](#).

Eligible students are entitled to a free appropriate public education through a Section 504 plan. Students with disabilities who are also eligible for services under Policy 5601 will receive a free appropriate public education through an IEP.

The District will follow federal law and applicable regulations and guidance in identifying, locating, evaluating, and educating students with disabilities under Section 504. The Superintendent or designee will develop and implement procedures for identifying and serving eligible students under Section 504 that are consistent with federal law.

For purposes of this Policy, a free appropriate public education means the provision of regular or special education and related services that are designed to meet the individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met, and that are provided without cost (except for District fees imposed on students without disabilities and their Parents).

Date adopted:

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5700 Student Health and Safety

#### 5701 Abuse and Neglect

##### A. Child Abuse and Neglect

Mandated reporters must immediately report all instances of suspected child abuse or neglect pursuant to Michigan's Child Protection Law and Policy 4202. All other employees, volunteers, and contractors who are not mandated reporters are also expected to immediately report all instances of suspected child abuse or neglect.

The District will cooperate with Children's Protective Services (CPS) during an investigation of suspected child abuse or neglect. Cooperation may include allowing CPS access to a student without Parent consent if CPS determines access is necessary to complete the investigation or prevent abuse or neglect. The District will not impose conditions on the investigator or investigation beyond what is permitted by law.

Before a CPS investigator is given access to a student, the building principal or designee will verify the investigator's credentials.

The building principal or designee may be present for the student's interview, at the discretion of CPS. If CPS seeks to remove a student from school, the building principal or designee will: (1) provide CPS with the student's Parent phone number and address; and (2) request that the CPS official sign a statement certifying that the student is being removed because of safety-related concerns. If the CPS official refuses to or is unable to sign the requested certification, the building principal or designee will document the removal, including the name(s) of the CPS official(s) removing the student, the stated reason(s) given for the removal, the identity of the person(s) witnessing the removal, and the date and time of the removal.

The District may share student records with CPS only as permitted by Policy 5309 and the Family Educational Rights and Privacy Act.

If the District makes a report to CPS, the District will maintain a copy of the written report with the reporter's identity redacted. The reporter's identity will remain confidential unless disclosure is authorized by the reporter's consent or by court order.

"Mandated reporter" means a physician, dentist, physician's assistant, registered dental hygienist, medical examiner, nurse, person licensed to provide emergency medical care, audiologist, psychologist, physical therapist, physical therapist assistant, occupational therapist, athletic trainer, marriage and family therapist, licensed professional counselor, social worker, licensed master's social worker, licensed bachelor's social worker, registered social service technician, social

service technician, a person employed in a professional capacity in any office of the friend of the court, school administrator, school counselor or teacher, law enforcement officer, member of the clergy, or regulated child care provider who has reasonable cause to suspect child abuse or child neglect.

#### B. Vulnerable Adults

All school employees must report suspected abuse, neglect, or exploitation of a vulnerable adult consistent with Michigan's Social Welfare Act.

The District will cooperate with an Adult Protective Services (APS) investigation to the extent required by law. The District may share student records with APS only as permitted by Policy 5309 and the Family Educational Rights and Privacy Act.

If the District makes a report to APS, the District will maintain a copy of the written report with the reporter's identity redacted. The reporter's identity will remain confidential unless disclosure is authorized by the reporter's consent or by court order.

Legal authority: 20 USC 1232g; MCL 722.621 et seq.; MCL 400.11a

Date adopted:

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5700 Student Health and Safety

#### 5707 School Wellness Policy

The District is committed to providing a school environment that enhances opportunities for learning and lifelong wellness.

##### A. Nutrition Promotion and Education Goals

All students will receive nutrition education annually that is aligned with the Michigan Health Education Grade Level Content Expectations and the Michigan Merit Curriculum Guidelines for Health Education. Teaching healthy eating behaviors will be part of the curriculum.

The District promotes healthy food and beverage choices for students. The District will implement evidence-based healthy food promotion techniques through:

1. offering school meal programs; and
2. publicizing foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards. The District will collaborate with public and private entities to promote student wellness.

The District will make water available to students throughout the school day.

##### B. Physical Activity Goals

The District will offer physical education programs that are designed to equip students with the knowledge, skills, and values necessary for lifelong physical activity. Physical education instruction will be aligned with the Michigan Physical Education Grade Level Content Expectations and the Michigan Merit Curriculum Guidelines for Physical Education.

Students will have the opportunity to participate regularly in supervised physical activities, either organized or unstructured, intended to maintain physical fitness and an understanding of the benefits of a physically active and healthy lifestyle.

The District strives to provide physical activity breaks for all students, including recess for elementary students and before and after school activities, and encourages students to use active transport (e.g., walking, biking).

The District encourages Parents to support their students' participation in physical activity, to be physically active role models, and to include physical activities in family events.

##### C. Goals for Other School-Based Activities Designed to Promote Student Wellness

The District may partner with community members or groups to implement this Policy. The District will also:

1. participate in state and federal child nutrition programs as appropriate;
2. allow other health-related entities to use school facilities for activities such as health clinics, screenings, and wellness events consistent with Policy 3304;
3. use evidence-based strategies to develop, structure, and support student wellness; and
4. create environments conducive to healthy eating, physical activity, and conveying consistent health messages.

D. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day

The District will ensure that students have access to foods and beverages that comply with applicable laws and guidelines including, but not limited to, the USDA Nutrition Standards for School Meals and the USDA Smart Snacks in School nutrition standards.

The District will offer students a variety of age-appropriate, healthy food and beverage selections including fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements to promote student health and reduce childhood obesity.

E. Standards for All Foods and Beverages Provided, But Not Sold, to Students During the School Day

The District may provide a list of healthy food and beverage alternatives to Parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The District discourages the use of unhealthy food and beverages as a reward or incentive for performance or behavior.

F. Food and Beverage Marketing

Marketing and advertising is allowed on school grounds or at school activities only for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards. Food and beverage fundraising and marketing that occurs at events outside of school hours need not comply with the USDA Smart Snacks in School nutrition standards.

In-school fundraising events must comply with Policy 5501 and MDE's Non-Compliant Food Fundraiser Guidance, which permits 2 fundraisers per week, per school building that do not comply with USDA Smart Snacks in School nutrition standards. In-school fundraising events may last up to 1 day and may not be held in the food service area during meal times.

Equipment that currently displays noncompliant marketing materials (e.g., scoreboard with soft drink logo) need not be immediately removed or replaced. As the District reviews and considers new contracts and as durable equipment, like scoreboards, is replaced or updated, any food or beverages marketed and advertised will meet or exceed the USDA Smart Snacks in School nutrition standards.

#### G. Wellness Committee

The District will form a Wellness Committee to establish goals for, oversee, and periodically review and update school health policies and programs. The Wellness Committee will also oversee this Policy's implementation.

The Wellness Committee will represent all school buildings and include, to the extent possible, Parents, students, food service representatives, physical and health education teachers, school and community health care professionals, and community members. The Board encourages community participation in the Wellness Committee. When possible, membership will also include Supplemental Nutrition Assistance Program education coordinators.

#### H. Implementation and Oversight

The Superintendent or designee is responsible for ensuring that each school building complies with this Policy.

The Board will review this Policy at least every 3 years to determine compliance, progress, and the extent to which this Policy compares to model school wellness policies. Parents, students, school employees, school health professionals, Board members, and community members may provide input to the District during the Wellness Policy review process.

A copy of this Policy will be maintained in the District's administrative offices and posted on the District's website. The Superintendent or designee will maintain all legally required documentation for implementation of this Policy.

The Superintendent or designee will annually provide notice about this Policy and any updates to the community.

#### I. School Meal Program

##### 1. Meal Modifications

The District will accommodate reasonable meal modification requests for students with disabilities, as defined in Section 504 of the Rehabilitation Act, with no additional cost to the student. The modification request must be related to the disability or limitations caused by the disability.

##### 4.2. Delinquent Meal Charge Debt and Bad Debt

The District is required to make reasonable efforts to collect unpaid meal charges of current students. The building principal or designee will contact households about unpaid meal charges and may establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the District may pursue any other methods to collect delinquent debt of current students as allowed by law. Collection efforts may continue into a new school year.

Unpaid meal charges of inactive students, such as graduated students and students no longer enrolled at the District, that are not collected by the end of the school year will be classified as bad debt. No later than December 31 of the following school year, non-federal funds will be used to reimburse the school meal program for the amount of bad debt.

### 2.3. Elimination of “Lunch Shaming”

The District will strive to eliminate any form of “lunch shaming.” “Lunch shaming” is the public identification or stigmatization of students who cannot pay for a school meal. In furtherance of this goal, the District prohibits the following:

- a. requiring a student who cannot pay for a school meal or who has unpaid meal charges to wear a wristband or handstamp;
- b. requiring a student to dispose of a meal after it has been served because the student cannot pay for the meal or has unpaid meal charges;
- c. communicating directly with a student about unpaid meal charges unless the District has attempted but has been unable to contact the student’s Parent by telephone, e-mail, or other written or oral communication;
- d. requiring a student to perform chores or other labor to pay a student meal debt; and
- e. discussing a student’s unpaid meal charges in the presence of other students.

### 3.4. Meal Charge Policy

The District’s policy on charged meals is: [Choose Option 1 or 2:]

[Option 1:] [If a student has no funds available to pay for a meal, the student will be provided a meal, and the student’s account will be charged.]

[Option 2:] [Insert District’s practice for charging meals]

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases.

The District will encourage Parents to complete financial eligibility forms as part of the student enrollment process to determine eligibility for free or reduced-price meals.

The Board directs the Superintendent to include this Policy in the student handbook and to distribute it to Parents.

[Legal Authority: 7 CFR 210 et seq., 42 USC 1751 et seq.](#)

Date adopted:

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5700 Student Health and Safety

**5712 Concussion Awareness** [Optional if the District does not sponsor or operate an athletic activity, including physical education / Required if the District sponsors or operates an athletic activity, including physical education.] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

A. Each coach, employee, volunteer, and other adult who works with ~~student athletes~~students in an athletic activity, including physical education classes, sponsored or operated by the District, must complete the concussion awareness training program required by the Michigan Public Health Code at least once every 3 years.

B. Before allowing a student ~~athlete~~ to participate in any athletic activity, including physical education classes, the District will annually:

A-1. provide the MHSAA- or state-approved educational materials on concussion awareness to each student ~~athlete~~ and to the ~~student athlete's~~student's Parent; and

B-2. obtain a statement signed by each student-~~athlete~~ and respective Parent acknowledging receipt of the MHSAA- or state-approved concussion awareness educational materials. The District will maintain this signed statement for 5 years or until the student is 18, whichever is longer.

C. A student ~~athlete~~ must be removed from any practice, game, or game physical education class activity when the student ~~athlete~~ is reasonably suspected of sustaining a concussion during a practice or game. The student-~~athlete~~ will not be permitted to participate in any school athletic activities involving physical exertion, including practices-~~or games~~, games, or physical education class activities until the student has:

A-1. been evaluated by a licensed physician, physician's assistant, or nurse practitioner;

B-2. received written and signed clearance to resume participation in athletic activities from a licensed physician, physician's assistant, or nurse practitioner; and

C-3. submitted to the school the written and signed clearance to resume participation in athletic activities, accompanied by written permission from the student's Parent to resume participation.

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

D. A student who has sustained a concussion may need accommodations, supports, and monitoring until the student is fully recovered. Nothing in this Policy automatically entitles a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act or the Individuals with Disabilities Education Act. Staff should refer a student who has sustained a concussion for evaluation if they suspect the student may have a disability, consistent with Policies 5601 and 5603.

Legal authority: MCL 333.9155, 333.9156

Date adopted:

Date revised:

C. Ratify the hiring of Kaitlyn King, Early Childhood Specialist, contracted for 37 days beginning August 7th to September 30th and then 190 days from Oct 1, 2025 to Sept 30, 2026

D. Approve contract with Mark A Sloan from September 1, 2025 to May 31, 2026 in alignment with the 31n project.

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AGREEMENT FOR CONSULTING SERVICES

BETWEEN

CRAWFORD OGEMAW OSCODA ROSCOMMON

INTERMEDIATE SCHOOL DISTRICT

AND

MARK A. SLOANE, DO, PLC

d/b/a Center for Behavioral Pediatrics

This agreement is made by and between the Crawford Ogemaw Oscoda Roscommon Intermediate School District (hereinafter referred to as "COOR ISD") and Mark A. Sloane, DO, PLC (hereinafter referred to as "MAS");

WHEREAS, COOR ISD is a Michigan public school intermediate school district with service locations in Crawford, Ogemaw, Oscoda, and Roscommon counties in Michigan;

AND, WHEREAS, COOR ISD has an existing professional relationship with MAS (involving recent professional development and consultation activities) that both parties desire to continue, that involves bringing additional trauma-informed practices to COOR ISD;

AND, WHEREAS, MAS is a national expert in the field of trauma-informed/ Fetal Alcohol Spectrum Disorder (FASD)-informed primary/specialty care medical practice who previously participated in Western Michigan University (WMU) Children's Trauma Assessment Center (CTAC) assessments for traumatized/ prenatally-exposed children across the State of Michigan, and who provides trauma-informed/ FASD-informed consultation/ training for various state and private agencies, public/private/charter schools, and medical professionals across Michigan and the USA;

AND, WHEREAS, the parties desire to enter into an agreement whereby MAS will provide virtual and/or in-person trauma-informed consultation services for COOR ISD-affiliated teaching, diagnostic, support, and administrative staff including: Whole Child Assessments (WCA) and subsequent WCA follow-up sessions for students from COOR ISD-affiliated districts, and collaboration with community partners including local medical providers/staff, as part of the Michigan Department of Education (MDE) 31N *Mental Health in Schools* statewide initiative;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

This agreement will commence September 1, 2025. Services will be provided by MAS (as requested by COOR ISD Superintendent Office) for the period from September 1, 2025 to May 31, 2026.

**The services provided by MAS will be compensated as follows:**

MAS will receive:

- \$1250.00 per WCA X 18 **(\$22,500.00)**
- \$250.00 / hour for WCA follow-up sessions X 40 hours **(\$10,000.00)**
- \$250.00/hour for medication consultations/mentoring with local medical providers X 8 hours **(\$2000.00)**
- \$500.00/session for "Lunch and Learn" sessions with local medical providers X 2 sessions **(\$1,000.00)**
- \$250.00 / hour for Behavioral Health Coordinator strategic planning X 3.0 hours **(\$750.00)**

The total compensation for this agreement is agreed to be up to but not to exceed **\$36,250.00**.

These consultation services will be rendered from September 2025 to May 2026; with services to be delivered virtually (via Zoom) or in person 2-4 days per month during this agreement.

This compensation amount will also cover any MAS off-site activities (conference calls not covered above, report editing, document preparation, et al) related to the trauma-informed direct consultation services provided each month for COOR ISD.

These virtual/ in-person consultation services will be provided to COOR ISD school districts that were prior participants in previous COOR ISD Trauma Projects (including Crawford AuSable, West Branch/Rose City, Fairview, Mio AuSable, Charlton Heston Academy, Houghton Lake, Roscommon, and the COOR ISD Education Center). The virtual/in-person sessions will involve assessments of and follow-up sessions for students from COOR ISD-affiliated districts. These students will be referred by individual school districts mentioned above and approved by designated COOR ISD administration. All these activities are employed to facilitate sustainability of trauma-informed practices at COOR ISD.

**PAYMENT:** COOR ISD will pay MAS upon receiving monthly invoices (September 2025 through May 2026) for services performed under

this agreement. The total compensation for this agreement is agreed to be up to but not to exceed **\$36,250.00**.

**CONFIDENTIALITY:** The parties agree to comply with all applicable federal and state laws, rules and regulations and organizational policies on confidentiality with regard to disclosure of materials or information for the purposes of this contract.

**CHOICE OF LAW:** This contract shall be construed in accordance with the laws of the State of Michigan.

**ANTI-DISCRIMINATION:** The parties shall adhere to all federal, state and local laws, ordinances, rules and regulations prohibiting discrimination.

**TERMINATION:** Either party may terminate this agreement at any time and for any reason. Termination shall be effective immediately upon delivery of written notification of termination to the other party.

**IN WITNESS WHEREOF,** the undersigned concur with terms, conditions and understandings as set forth in this Agreement and have executed the Agreement as of the date and year first written above:

CRAWFORD OGEMAW OSCODA ROSCOMMON INTERMEDIATE SCHOOL DISTRICT

By: \_\_\_\_\_  
**Shawn Petri, COOR ISD Superintendent**

Dated: \_\_\_\_\_  
-

MARK A. SLOANE, DO, PLC

By: \_\_\_\_\_  
**Mark A. Sloane, DO**

Dated: \_\_\_\_\_

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E. Approve a contract with Roscommon Area Public Schools to provide a Secondary Consultant 1 day a week for 40 weeks of LEA Administrator contracted days, dedicated to COOR ISD secondary consulting from July 1, 2025 to June 30, 2026

F. Approve a work order with Foxbright in the amount of \$649.00 to update the COOR ISD website design

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# Work Order

# WO-000196

**Foxbright**

1115 Ionia Ave NW  
Suite 109  
Grand Rapids, Michigan 49503

Organization:

**COOR ISD**

PO Box 827  
11051 North Cut Road  
Roscommon, MI 48653

Work Order Date : 07/31/2025

Expiry Date : 08/31/2025

Item & Description	Qty	Rate	Amount
Design Updates - Other COOR ISD site re-coloring	1.00	649.00	649.00
<b>Total</b>			<b>\$649.00</b>

Client Signature \_\_\_\_\_

10. Resolution: Recognition of Retirement

"BE IT RESOLVED" . . . the COOR Intermediate School District Board of Education expresses sincere appreciation to Brenda Vaughan-Ide for her valued and dedicated services to the C.O.O.R. Intermediate School District for the period of July 2017 to June 2025, and offers her best wishes in her retirement.

11. Information Items

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-Social Media Report

- Register now for MASB's 2025 Annual Leadership Conference at the Grand Traverse Resort on October 23-26.

"Beyond the Horizon" is the theme.

("Our vision must extend beyond the horizon of today's challenges to shape the educational landscape of tomorrow.")

# Schedule at-a-Glance

## Beyond the Horizon

**Choose Your Own Adventure**

**Oct. 23 – 26, 2025**

**Grand Traverse Resort and Spa, Acme**

[REGISTER NOW →](#)

[ABOUT THE CONFERENCE →](#)

[REGISTRATION CHECKLIST ↓](#)

Questions?

[CONTACT US →](#)

**Schedule subject to change; all functions for registered attendees only.**

\* Separate registration required, in person only.

\*\* Live Streaming for virtual and in-person attendees.

# Schedule at-a-Glance

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**Wednesday, Oct. 22**



**Thursday, Oct. 23**



**Friday, Oct. 24**



7:30 a.m. – 5 p.m.	Registration Open
7:30 – 8:30 a.m.	Networking Breakfast
7:30 a.m. – 4 p.m.	MASB Bookstore Open
8:30 – 10 a.m.	<a href="#">Opening General Session: Embracing Innovation to Help Every Learner Find Success in Their Own Way**</a>
	Book Signing With George Couros
10 – 10:30 a.m.	Travel Time/Break
10:30 – 11:30 a.m.	<a href="#">Clinic Sessions A</a>
11:30 a.m. – 12:15 p.m.	Networking Lunch
Noon – 2 p.m.	<a href="#">Exhibit Show</a>
Noon – 12:30 p.m.	First Time Attendee Session
2 – 3 p.m.	<a href="#">Clinic Sessions B</a>
3 – 3:30 p.m.	Travel Time/Break
3:30 – 6:30 p.m.	<a href="#">Board Member Certification (CBA) Classes*</a>
8 – 9 p.m.	Sips and S'mores Social Event

---

**Saturday, Oct. 25**

Yoga and Meditation Sponsored by SET SEG\*

No cost, pre-registration required. Must register by Oct. 3 to be guaranteed a t-shirt.

6:30 – 7:30 a.m.

[REGISTER NOW →](#)

7:30 a.m. – 5 p.m.

Registration Open

7:30 – 8:30 a.m.

Networking Breakfast

7:30 a.m. – 4 p.m.

MASB Bookstore Open

8:30 – 10 a.m.

[General Session: Leading Through Complexity: Strengthening Trust and Decision-Making\\*\\*](#)

10 – 10:30 a.m.

Travel Time/Break

10:30 – 11:30 a.m.

[Clinic Sessions C](#)

11:30 a.m. – 12:15 p.m.

Networking Lunch

12:15 – 1 p.m.

[Legislative Update\\*\\*](#)

1 – 1:15 p.m.

Travel Time/Break

1:15 – 2:15 p.m.

[Clinic Sessions D](#)

2:15 – 2:30 p.m.

Travel Time/Break

2:30 – 3:15 p.m.

Closing Networking Activity

3:15 – 3:30 p.m.

Travel Time/Break

3:30 – 6:30 p.m.

[Board Member Certification \(CBA\) Classes\\*](#)

The Den Social Event\*

No cost, pre-registration required.

8 – 10 p.m.

[REGISTER NOW →](#)

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Sunday, Oct. 26



- 7:30 – 10 a.m. Registration Open
- 7:30 – 8:30 a.m. Networking Breakfast
- 8:30 – 11:30 a.m. [Board Member Certification \(CBA\) Classes\\*](#)

**EXPAND ALL**

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## Friday Education Opportunities

### General Session



Friday, Oct. 24 8:30 – 10 a.m.

**Opening General Session: Embracing Innovation to Help Every Learner Find Success in Their Own Way**

*George Couros, Leadership Consultant and Author*

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### Clinic Sessions A

Friday, Oct. 24 10:30 – 11:30 a.m.

In-person participation only.

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### Clinic Sessions B

Friday, Oct. 24 2 – 3 p.m.

In-person participation only.

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## Saturday Education Opportunities

### General Sessions



**Saturday, Oct. 25 8:30 – 10 a.m.**

#### **General Session: Leading Through Complexity: Strengthening Trust and Decision-Making**

*Matt Lehrman, Managing Director of Social Prosperity Partners*



**Saturday, Oct. 25 12:15 – 1 p.m.**

#### **Legislative Update**

Get the most up-to-date information about the upcoming elections, what to expect on your ballot, and all the legislative happenings in Lansing and Washington, D.C.

*Jennifer Smith, Director of Government Relations and Brenda Pilgrim, Assistant Director of Government Relations, MASB*

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### Clinic Sessions C

**Saturday, Oct. 25 10:30 – 11:30 a.m.**

In-person participation only.

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### Clinic Sessions D

**Saturday, Oct. 25 1:15 – 2:15 p.m.**

In-person participation only.

---

## **+ Add-on Registration Options**

Separate registration required, in person only.

## Thursday Preconference

\$249 each

Thursday, Oct. 23 8:30 a.m. – 3:30 p.m.

Breakfast and lunch included.



### Michigan Council of School Attorneys Fall Conference

The 2025 edition of the Michigan Council of School Attorneys Fall Conference includes sessions for school board members and other school officials that focus on trending legal issues impacting school districts. The MCSA Board of Directors invites you to attend this unique conference to learn about the latest updates and details on complying with school-related laws and court decisions from school law attorneys who work directly with boards of education and their superintendents.

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## Thursday Board Member Certification Classes (CBAs)

All classes are \$125 each except for CBA 101, which is \$249.

[\\*Training qualifies for reimbursement by the Michigan Department of Education. School Districts may receive up to \\$100 per class per board member.](#)

Morning classes include breakfast, afternoon classes include lunch, and full-day registration includes both breakfast and lunch.

**8:30 a.m. – 3:30 p.m.**

---

**CBA 101: Fundamentals of School Board Service\***



**EXPAND ALL**

**8:30 – 11:30 a.m.**

<b>CBA 103: Basic School Finance*</b>	+
<b>CBA 248: Building Board Effectiveness: Team Development, Communication and Conflict</b>	+
<b>CBA 253: Board Operating Procedures*</b>	+
<b>CBA 276: Board/Superintendent Relations*</b>	+
<b>CBA 298: Professional Learning Communities: A Building Block of High-Performing Schools*</b>	+
<b>NEW! CBA 299: Leading With Purpose: Advanced Leadership for School Board Members</b>	+
<b>CBA 315: Anatomy of an Audit Report*</b>	+

**EXPAND ALL**

## **12:30 – 3:30 p.m.**

<b>CBA 107: Labor Relations*</b>	+
<b>CBA 252: Media Relations</b>	+
<b>CBA 268: Leadership Styles</b>	+
<b>NEW! CBA 270: Leadership by Consensus: Confidence in Leadership</b>	+
<b>CBA 310: Budget Anatomy and Shortfalls*</b>	+

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**CBA 330: Legal Issues In Interscholastic Athletics** +

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**CBA 344: High School and Beyond** +

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**CBA 375: Board Leadership: A Case Study Approach** +

**EXPAND ALL**

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## **Friday Board Member Certification Classes (CBAs)**

**All classes are \$125 each.**

[\\*Training qualifies for reimbursement by the Michigan Department of Education. School Districts may receive up to \\$100 per class per board member.](#)

**3:30 – 6:30 p.m.**

---

**CBA 102: Governing Through Policy\*** +

---

**CBA 108: Navigating the Legislative Process** +

---

**CBA 255: Culturally Competent Leaders** +

---

**CBA 263: Collecting Feedback** +

---

**CBA 302: Understanding Assessments** +

---

**NEW! CBA 304: Empowering Education** +

---

**NEW! CBA 305: Practical Governance: Case Studies in Effective School Board Leadership** +

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**NEW! CBA 308: A Guide to Understanding the Legislature**



---

**CBA 370: Managing a Construction Project**



**EXPAND ALL**

---

## **Saturday Board Member Certification Classes (CBAs)**

**All classes are \$125 each.**

[\\*Training qualifies for reimbursement by the Michigan Department of Education. School Districts may receive up to \\$100 per class per board member.](#)

**3:30 – 6:30 p.m.**

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**CBA 104: Basic School Law\***



---

**CBA 105: Curriculum and Instruction\***



---

**CBA 227: Ethical Challenges\***



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**CBA 229: Reporting and Monitoring Organizational Performance\***



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**CBA 251: District Strategic Planning and Goal Setting\***



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**CBA 265: Practical Advocacy**



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**CBA 303: Overseeing the Superintendency\***



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**CBA 325: Leadership: Overcoming Obstacles**



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**NEW! CBA 363: Leveraging Feedback**



**EXPAND ALL**

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## **Sunday Board Member Certification Classes (CBAs)**

**All classes are \$125 each.**

[\\*Training qualifies for reimbursement by the Michigan Department of Education. School Districts may receive up to \\$100 per class per board member.](#)

Breakfast included.

**8:30 – 11:30 a.m.**

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**CBA 106: Community Relations\***



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**CBA 109: Data-Informed Decisionmaking \***



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**CBA 214: Open Meetings Act\***



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**CBA 257: School District Safety and Security\***



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**CBA 258: Conflict Resolution—Techniques for School Boards\***



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**CBA 262: Spokesperson Training**



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**CBA 274: Board Self-Evaluation for Continuous Improvement**



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**CBA 345: Data Dashboards**



**EXPAND ALL**



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1001 Centennial Way, Suite 400  
Lansing, MI 48917-8249

 517.327.5900

 517.327.0775

 [info@masb.org](mailto:info@masb.org)

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[Tools and Templates](#)

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[Services](#)



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Acme, Michigan

Grand Traverse Resort

Oct. 23 - 26, 2025

**REGISTER BY AUG. 29 AND SAVE!**

## Thursday Preconference

Separate registration required, in person only. Breakfast and lunch included.

### Michigan Council of School Attorneys Fall Conference

8:30 a.m. - 3:30 p.m.



**\$249**

Select from other sessions on page 2



MASB

## CONFERENCE REGISTRATION RATES



### Main Conference

**\$440**



**\$465** after Aug. 29, 2025.

Includes Thursday Welcome Reception, Friday and Saturday Breakfast, Lunch, General Sessions and Clinic Sessions.



### Virtual Conference

**\$249**



Includes access to event mobile app and livestreaming of Friday and Saturday General Sessions.



### Friday One-Day Conference

**\$249**



**\$275** after Aug. 29, 2025.

Includes Friday ONLY Breakfast, Lunch, General Session and Clinic Sessions.



### Saturday One-Day Conference

**\$249**



**\$275** after Aug. 29, 2025.

Includes Saturday ONLY Breakfast, Lunch, General Session and Clinic Sessions.

Keep this for your records to assist with registering online at [masb.org/alc](https://masb.org/alc).

If you have registration questions, please contact Katie Kosmider at [registrar@masb.org](mailto:registrar@masb.org) or 517.327.5918.

# CBA SCHEDULE

All classes are \$125 each except for CBA 101, which is \$249. CBAs are not included in conference pricing. Morning classes include breakfast, afternoon classes include lunch, and full-day registration includes both breakfast and lunch.

## THURSDAY

### Full-Day CBAs 8:30 a.m. – 3:30 p.m.

**CBA 101\***  
Fundamentals of School Board Service

### Morning CBAs 8:30 – 11:30 a.m.

**CBA 103\***  
Basic School Finance

**CBA 248**  
Building Board Effectiveness: Team Development, Communication and Conflict

**CBA 253\***  
Board Operating Procedures

**CBA 276\***  
Board/Superintendent Relations

**CBA 298\***  
Professional Learning Communities:  
A Building Block of High-Performing Schools

**NEW! CBA 299**  
Leading With Purpose: Advanced Leadership  
for School Board Members

**CBA 315\***  
Anatomy of an Audit Report

### Afternoon CBAs 12:30 – 3:30 p.m.

**CBA 107\***  
Labor Relations

**CBA 252**  
Media Relations

**CBA 268**  
Leadership Styles

**NEW! CBA 270**  
Leadership by Consensus:  
Confidence in Leadership

**CBA 310\***  
Budget Anatomy and Shortfalls

**CBA 330**  
Legal Issues In Interscholastic Athletics

**CBA 344**  
High School and Beyond

**CBA 375**  
Board Leadership: A Case Study Approach

## FRI – SAT

### Friday CBAs 3:30 – 6:30 p.m.

**CBA 102\***  
Governing Through Policy

**CBA 108**  
Navigating the Legislative Process

**CBA 255**  
Culturally Competent Leaders

**CBA 263**  
Collecting Feedback

**CBA 302**  
Understanding Assessments

**NEW! CBA 304**  
Empowering Education

**NEW! CBA 305**  
Practical Governance: Case Studies in  
Effective School Board Leadership

**NEW! CBA 308**  
A Guide to Understanding the Legislature

**CBA 370**  
Managing a Construction Project

### Saturday CBAs 3:30 – 6:30 p.m.

**CBA 104\***  
Basic School Law

**CBA 105\***  
Curriculum and Instruction

**CBA 227\***  
Ethical Challenges

**CBA 229\***  
Reporting and Monitoring  
Organizational Performance

**CBA 251\***  
District Strategic Planning and Goal Setting

**CBA 265**  
Practical Advocacy

**CBA 303\***  
Overseeing the Superintendency

**CBA 325**  
Leadership: Overcoming Obstacles

**NEW! CBA 363**  
Leveraging Feedback

## SUNDAY

### Morning CBAs 8:30 – 11:30 a.m.

**CBA 106\***  
Community Relations

**CBA 109\***  
Data-Informed Decisionmaking

**CBA 214\***  
Open Meetings Act

**CBA 257\***  
School District Safety and Security

**CBA 258\***  
Conflict Resolution—Techniques  
for School Boards

**CBA 262**  
Spokesperson Training

**CBA 274**  
Board Self-Evaluation for  
Continuous Improvement

**CBA 345**  
Data Dashboards

\*Qualifies for reimbursement by MDE,  
up to \$100/class per board member.

# JULY 2025 SOCIAL MEDIA STATS



**C.O.O.R.**  
INTERMEDIATE  
SCHOOL DISTRICT

## TOP 6 POSTS OUT OF 10:

**MONTHLY REACH: 4,054**

1



**REACH: 2,612**

July 1  
**Summer Camp**  
9 shares - 45 reactions  
56 interactions

2



**REACH: 340**

July 17  
**Life Jackets-Great Start**  
0 shares - 21 reactions  
21 interactions

3

**DOWN FROM 12,291**

Intermediate School District  
by [Joseph Moore](#) on July 10 at 9:33 AM  
Happy Summer, CEC & ATC families! At  
alendar for the 25-26 school year. This  
paperwork that was sent home with yo  
office has temporarily relocated to the  
re to our ongoing building renovation  
e is located directly across from the pic  
hed at (989) 275-9550. Please stop by

**REACH 317**

July 10  
**School Calendar**  
0 shares - 4 reactions  
7 interactions

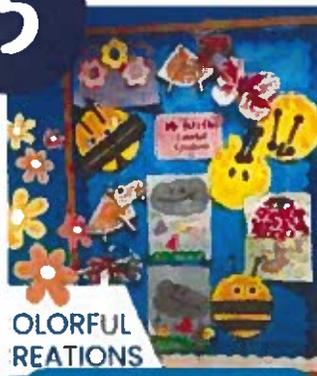
4



**REACH: 209**

July 4  
**Happy 4<sup>th</sup> of July**  
0 shares - 7 reactions  
7 interactions

5



**REACH: 205**

July 9  
**Admin Bulletin Board**  
0 shares - 10 reactions  
10 nteractions

6



**REACH: 204**

July 9th  
**Board Meeting rescheduled**  
0 shares - 2 reactions -  
2 nteractions

12. Superintendent's Report  
CEC Construction Update (walkthrough at 5:00  
before meeting)  
Lyle Spalding Award presented to Tanya Wolcott on  
Monday  
State Budget  
April 9th Board Dinner  
Recognize hard work done by the maintenance  
group  
Bus repair update
13. Communications - None.

14. **Adjournment**