

**PORTAGE PUBLIC SCHOOLS' BOARD OF EDUCATION
REGULAR MEETING
CENTRAL HIGH SCHOOL RM #1136, 8135 S. WESTNEDGE, PORTAGE, MI 49002
APRIL 13, 2026, 6:30 PM
AGENDA**

VISION STATEMENT
We are inspired to be an exceptional community grounded in fostering strengths, growth, and lifelong learning. Every student. Every future.
MISSION STATEMENT
Portage Public Schools will educate all students to achieve their potential.

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**PORTAGE PUBLIC SCHOOLS
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CENTRAL HIGH SCHOOL, ROOM #1136
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II. Revisions/Approval of Agenda

Recommended Motion:

Motion offered by _____, seconded by _____, that the Board of Education approve the Agenda as printed (or as amended).

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III. Reports

1. Superintendent's Report
 - a. Bond Project Update

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VI. Consent Agenda

1. Approval of Minutes
 - a. March 9, 2026 Policy Governance Retreat & Regular Business Meeting
 - b. April 8, 2026 Special Meeting & Closed Session Minutes

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION**

**POLICY GOVERNANCE RETREAT & REGULAR BUSINESS MEETING
JANUARY 26, 2026**

POLICY GOVERNANCE RETREAT

The Policy Governance Retreat of the Board of Education of Portage Public Schools held on Monday, March 9, 2026, was called to order at 4:03 p.m. by President Van Antwerp. The meeting was held in Conference Room #1 of the Administration Building.

Board Trustees Present: Emily Crawford, Kimberly Larson, Mary Lou Rohwer, Bo Snyder, Mark Stevenson, Randy Van Antwerp

Board Trustees Absent: Terri Novaria

Executive Leadership Present: Johnny Edwards, Superintendent

Others Present: Gary Goscenski of Perspectives Consulting

REVISIONS/APPROVAL OF AGENDA

Motion offered by Mr. Snyder, seconded by Mrs. Rohwer, that the Board of Education approve the Agenda as printed.

The motion carried unanimously.

COMMENTS OR COMMUNICATIONS

There were no comments.

DISCUSSION ITEMS

Mr. Gary Goscenski of Perspectives Consulting facilitated the discussion portion of the meeting. The topics discussed covered Ends 1.1 and 1.3 as well as Executive Limitations 2.1 and 2.2.

With no further business to come before the Board, the retreat was adjourned at 6:24 p.m.

REGULAR BUSINESS MEETING

The Regular Business Meeting of the Board of Education of Portage Public Schools held on Monday, March 9, 2026, was called to order at 6:33 p.m. by President Van Antwerp. The meeting was held in Room #1136 of Portage Central High School. The Pledge of Allegiance was recited.

Board Trustees Present: Emily Crawford, Kimberly Larson, Mary Lou Rohwer, Bo Snyder, Mark Stevenson, Randy Van Antwerp

Board Trustees Absent: Terri Novaria

REVISIONS/APPROVAL OF AGENDA

Motion offered by Mrs. Crawford, seconded by Dr. Stevenson, that the Board of Education approve the agenda as amended to add an action item – 2026 NHS Student Trip to Japan.

The motion carried unanimously.

REPORTS

Superintendent's Report

Presentation of 2026 NHS Student Trip to Japan

Superintendent Edwards provided introductory remarks. Northern High teacher Sarah Nott detailed plans for a student trip to Japan and responded to questions from Trustees.

Trustees thanked Ms. Nott for providing this wonderful experience for the students.

Bond Project Update

Mr. Russ Gerbers, Assistant Superintendent of Operations, provided the Board with a photo update on construction progress at the Woodland Elementary site.

In addition, Mr. Gerbers reminded board members of the April 7, 2026 Amberly Community Walk at 6:00 p.m.

COMMENTS OR COMMUNICATIONS

President Van Antwerp opened the floor to public comments.

Sarah Nott, on behalf of the PEA, shared the many positive activities taking place throughout the district.

President Van Antwerp thanked Ms. Nott for her comments and opened the floor to Trustee comments.

Mrs. Rohwer participated in the One Choice event today at Central High, where students learned about the risks of opioids and other drugs, as well as the importance of making positive choices. The program was well done. She also encouraged the community to attend the next session for the public, scheduled for March 11, 2026, at 6:15 p.m. at Central High School.

Mr. Snyder thanked his board colleagues for good conversation at today's Policy Governance Retreat.

Mr. Van Antwerp commended Northern High for their Black History Month assembly and praised Superintendent Edwards for his presentation at the event – excellent work.

CONSENT AGENDA

President Van Antwerp presented the following Consent Agenda items for approval by the Board of Education: approve minutes from the February 23, 2026 Regular Business Meeting & Closed Session, and approve the June 2027 Portage Central High student trip to Puerto Rico.

As there were no objections, the consent agenda was adopted as presented.

ASSURANCE OF DISTRICT PERFORMANCE

Monitoring Report 1.2, Ends

Superintendent Edwards reviewed highlights from his report.

Motion offered by Dr. Stevenson, seconded Mrs. Rohwer, that the Board of Education accept Monitoring Report 1.2 Ends, as a reasonable interpretation and evidence of compliance with policy.

The motion carried unanimously.

REQUIRED ACTION ITEMS

Approve Performance Resolution

Dr. Ryan Miller, Director of Information & Technology Systems, reviewed the resolution and its purpose.

Motion offered by Mr. Snyder, seconded by Ms. Larson, that the Board of Education approve the Performance Resolution, as presented.

The motion carried unanimously.

ACTION ITEMS

2026 NHS Student Trip to Japan

Motion offered by Mrs. Rohwer, seconded by Mrs. Crawford, that the Board of Education approve the 2026 NHS student trip to Japan, as presented.

The motion carried unanimously.

DISCUSSION ITEMS

AMB Bond Project – Earthwork & Construction Prep Contracts

Per Mr. Russ Gerbers, this contract recommendation is one of several that will come to the Board for the new Amberly Elementary bond project. This recommendation covers contracts for demolition, earthwork and general trades work.

Ms. Anastasia Wojcik, Assistant Project Manager for Owen-Ames-Kimball, detailed the recommendation.

The Board opted to move this discussion item to action.

Motion offered by Mrs. Crawford, seconded by Mrs. Rohwer, that the Board of Education move the Amberly earthwork and construction prep contracts discussion item to action.

The motion carried unanimously.

Motion offered by Mrs. Rohwer, seconded by Dr. Stevenson, that the Board of Education approve the award of contracts totaling \$2,899,600 for the Amberly Elementary earthwork and construction prep work to the following contractors, as presented, the funding for which will come from the 2026 bond fund (fourth series from the 2021 vote):

- **Specialized Demolition, Inc. for demolition work, \$23,000,**
- **Cripps Fontaine Excavating, Inc. for earthwork, \$2,823,600, and**
- **Hazelhoff Builders, Inc. for general trades work, \$53,000.**

The motion carried unanimously.

Installation of Generator at WMS

Per Mr. Russ Gerbers, the Board previously approved the purchase of a generator for West Middle School. This recommendation covers the installation of that generator.

The Board opted to move this discussion item to action.

Motion offered by Ms. Larson, seconded by Mrs. Rohwer, that the Board of Education move the generator installation discussion item to action.

The motion carried unanimously.

Motion offered by Dr. Stevenson, seconded by Mrs. Rohwer, that the Board of Education approve the award of contracts totaling \$471,000 for the generator installation project at West Middle School to the following contractors, as presented, with funding to come from the Lunch Fund Excess Fund Balance and the 2019 Building and Site Sinking Fund:

- **James E. Fulton & Sons for earthwork, \$47,800 and**
- **Parkway Electric & Communications LLC for electrical work, \$423,200.**

The motion carried unanimously.

Student Chromebook Purchase

Per Dr. Ryan Miller, we are bringing our annual recommendation to the Board to purchase student Chromebooks as part of the inventory refresh, in advance of steep pricing increases in April.

The Board took action to move this discussion item to action.

Motion offered by Mr. Snyder, seconded by Dr. Stevenson, that the Board of Education move the Chromebook purchase discussion item to action.

The motion carried unanimously.

Motion offered by Dr. Stevenson, seconded by Mrs. Crawford, that the Board of Education approve the purchase of 1,198 student Chromebooks from Inacomp TSG in the amount of \$249,902.80 as presented, the funds for which will come from the Building and Site Sinking Fund.

The motion carried unanimously.

Purchase of Data Center Storage Array

Dr. Ryan Miller reviewed the recommendation and requested that the Board consider moving the item to action in order to avoid significant pricing increases scheduled to take effect in April.

The Board moved this discussion item to action.

Motion offered by Dr. Stevenson, seconded by Mrs. Crawford, that the Board of Education move the data center storage array purchase discussion item to action.

The motion carried unanimously.

Motion offered by Mrs. Rohwer, seconded by Ms. Larson, that the Board of Education approve the purchase of the data center storage array from 45 Drives, Inc. in the amount of \$570,573.17, as presented, the funds for which will come from the 2025 bond fund (third series from the 2021 vote).

The motion carried unanimously.

With no further business to come before the Board, the meeting was adjourned at 7:18 p.m.

Respectfully Submitted,

Barb Atkinson
Recording Secretary

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

Michigan Department
Of Transportation
2207C (10/11)

PERFORMANCE RESOLUTION FOR PUBLIC SCHOOL DISTRICT

Page 1 of 2

This Performance and Indemnification Resolution is required by the Michigan Department of Transportation for purposes of issuing to a Michigan Public School District an "Individual Permit for Use of State Trunkline Right of Way," or an "Annual Application and Permit for Miscellaneous Operations Within State Trunkline Right of Way."

RESOLVED WHEREAS, the Portage Public Schools
(PUBLIC SCHOOL DISTRICT)

hereinafter referred to as the "PUBLIC SCHOOL DISTRICT", periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT", for permits, referred to as "PERMIT", to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under state trunkline right of way at various locations; within and adjacent to its corporate limits;

NOW, THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the PUBLIC SCHOOL DISTRICT agrees that:

1. It will fulfill all permit requirements and will, to the extent permitted by law, indemnify, save harmless, represent and defend the State of Michigan, Michigan Transportation Commission, and the DEPARTMENT and all officers, agents, employees and those contracting governmental bodies performing permit activities for the DEPARTMENT according to a maintenance contract:
 - a. from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the PUBLIC SCHOOL DISTRICT as the result of the PUBLIC SCHOOL DISTRICT's installation, construction, operation, or maintenance activities which are being performed under the terms of the PERMIT on, over, and/or under the state trunkline right of ways, except claims resulting from the negligence or willful acts or omissions of said DEPARTMENT, the State of Michigan or the Michigan Transportation Commission; and
 - b. from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the PUBLIC SCHOOL DISTRICT's installation, construction, operation or maintenance activities which are being performed under the terms of the PERMIT on, over, and/or under the state trunkline right of way, except claims resulting from the negligence or willful acts or omissions of said DEPARTMENT, the State of Michigan or the Michigan Transportation Commission; and
 - c. from any and all claims made by any and all persons, firms, or corporations furnishing or supplying materials, supplies, work, or services on, over, and/or under the State trunkline right of way pursuant to an agreement with the State of Michigan, the DEPARTMENT and/or the Michigan Transportation Commission, as a result of the PUBLIC SCHOOL DISTRICT's failure to move or otherwise relocate its facilities in a timely manner after being requested to do so by the DEPARTMENT.
2. Any work performed for the PUBLIC SCHOOL DISTRICT will be solely for the PUBLIC SCHOOL DISTRICT and not as a contractor or agent of the DEPARTMENT. Any claims against the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof will be the sole responsibility of the PUBLIC SCHOOL DISTRICT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the PUBLIC SCHOOL DISTRICT, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT.

3. Any unlawful action or conduct taken by the PUBLIC SCHOOL DISTRICT, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof pursuant to a maintenance contract will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
4. It will, by its own volition and/or request by the DEPARTMENT, promptly and reasonably restore and/or correct physical or operating damages to any State trunkline right of way resulting from the installation construction, operation and/or maintenance of the PUBLIC SCHOOL DISTRICT's facilities according to a PERMIT issued by the DEPARTMENT.
5. With respect to any activities authorized by PERMIT, when the PUBLIC SCHOOL DISTRICT requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
6. The incorporation by the DEPARTMENT of this indemnification resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring insurance before issuance of a PERMIT, in amounts currently carried by the PUBLIC SCHOOL DISTRICT.
7. This indemnification resolution shall continue in force from this date until cancelled by the PUBLIC SCHOOL DISTRICT or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the PUBLIC SCHOOL DISTRICT with regard to any PERMIT which has already been issued or activity which has already been undertaken.

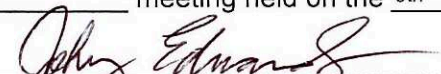
BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the Michigan Department of Transportation for the necessary permit to work within state trunkline right of way on behalf of the PUBLIC SCHOOL DISTRICT.

Name	And/Or	Title
Ryan Miller, Director of Information & Technology Systems for Portage Public Schools		
Steve VanDyke, Data Center Systems Specialist for Portage Public Schools		

I HEREBY CERTIFY that the foregoing is a true copy of the Resolution adopted by the Board of Education

(Name of Board, etc.)
 of the Portage Public Schools of Kalamazoo
 (Name of PUBLIC SCHOOL DISTRICT) (County)

at a regular meeting held on the 9th day of March, 2026.

Signed:  Title: Superintendent

Print Name: Johnny Edwards

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION
SPECIAL MEETING
APRIL 8, 2026**

The special meeting of the Board of Education of Portage Public Schools held on Wednesday, April 8, 2026, was called to order at 4:30 p.m. by President Van Antwerp. The meeting was held in Conference Room #1 of the Administration Building.

Board Trustees Present: Emily Crawford, Kimberly Larson, Terri Novaria, Mary Lou Rohwer, Bo Snyder, Mark Stevenson, Randy Van Antwerp

Board Trustees Absent: None

Executive Leadership Present: Johnny Edwards, Superintendent; Brad Galin, Director of Human Resources; Anne Gordon, Director of Educational Supports and Intervention

Others Present: District's Attorney Mark Ostrowski of Kludzynski Girtz & Vogelzang

REVISIONS/APPROVAL OF AGENDA

Motion offered by Mrs. Rohwer seconded by Mrs. Crawford, that the Board of Education approve the agenda as printed.

The motion carried unanimously.

COMMENTS OR COMMUNICATIONS

There were no comments or communications.

CLOSED SESSION

Consult with Attorney on Pending Litigation-Driver vs Portage Public Schools

Motion offered by Mrs. Novaria, seconded by Ms. Larson, that the Board of Education move into closed session to consult with its attorney on pending litigation, specifically Driver vs Portage Public Schools, as allowed under the Open Meetings Act 15.268, Sections 8(e).

Upon a roll call vote, the motion carried unanimously.

The Board entered into closed session at 4:31 p.m. and returned to open session at 4:48 p.m.

Post-Closed Action

In open session, the Board took the following action.

Motion offered by Mrs. Crawford, seconded by Ms. Larson, that the Board of Education accept the proposed settlement.

The motion carried unanimously.

The special meeting adjourned at 4:49 p.m.

Respectfully Submitted,

Barb Atkinson,
Recording Secretary

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
PORTAGE CENTRAL HIGH SCHOOL, ROOM #1136
APRIL 13, 2026, 6:30 P.M.**

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VII Assurance of District Performance

1. Monitoring Report 1.3, Ends (GP 4.4)

Recommended Motion:

Motion offered by _____, seconded by _____, that the Board of Education accept as presented, the Monitoring Report on 1.3, Ends, as a reasonable interpretation and evidence of compliance with policy.

**Portage Public Schools
Monitoring Report**

Policy Type: Ends
Policy Title: Ends Policy 1.3

Certification

I hereby present my monitoring report on Ends Policy 1.3 in accordance with the monitoring schedule established by the Board. I certify that the information provided in this report is true as of April 8, 2026.



Signature



Date

1.3 POLICY LANGUAGE

Students have social-emotional learning competencies, including:

- Skills in self-management
- Self-awareness
- Social awareness
- Relationship skills, and
- Responsible decision-making to build resilience to navigate life

Interpretation

The Board has defined social-emotional learning competencies to include the five bulleted competencies listed above. By doing so, the administration has the latitude to include additional competencies. For the time being, the listed competencies will be interpreted/defined and used for reporting purposes.

Self-management is defined as the ability to regulate one's emotions, thoughts, and behaviors effectively in different situations. This includes managing stress, controlling impulses, motivating oneself, and setting and working toward achieving personal and academic goals.

Self-awareness is defined as the ability to accurately recognize one's emotions and thoughts and their influence on behavior. This includes accurately assessing one's strengths and limitations and possessing a well-grounded sense of confidence and optimism.

Social awareness is defined as the ability to take the perspective of and empathize with others from diverse backgrounds and cultures, to understand social and ethical norms for behavior, and to recognize family, school, and community resources and supports.

Relationship skills are defined as the ability to establish and maintain healthy and rewarding relationships with diverse individuals and groups. This includes communicating clearly, listening actively, cooperating, resisting unwanted or inappropriate social pressure, negotiating conflict constructively, and seeking and offering help when needed.

Responsible decision-making is defined as the ability to make constructive and respectful choices about personal behavior and social interactions based on consideration of ethical standards, safety concerns, social norms, the realistic evaluation of consequences of various actions, and the well-being of self and others.

Note: The definitions for these competencies come from the Michigan Department of Education and are derived from the Collaborative for Academic, Social, and Emotional Learning. (2015). Social and emotional learning core competencies. Chicago, IL: Author. Retrieved from casel.org/social-and-emotional-learning/core-competencies/

Report Section

The Michigan Department of Education (MDE) adopted the Collaborative for Academic, Social, and Emotional Learning (CASEL) Competencies for student development in addition to academic standards that already exist for each grade. The five competencies are:

- Self-management
- Self-awareness
- Social awareness
- Relationship skills
- Responsible decision-making

Social Emotional Learning (SEL) is the process through which individuals learn to recognize and manage emotions, care about others, make good decisions, behave ethically and responsibly, develop positive relationships, and avoid negative behaviors. Within the student's natural environment and/or school setting, SEL can best be accomplished through a layered approach of skills lessons taught through the curriculum and infused into the environment, including safety, respect, and caring. SEL competencies help support a well-rounded education that teaches the whole child. This focus creates an environment that enables teachers to teach and students to learn, which research shows is necessary for school and life success (MDE, 2017). The 2025-2026 school year marks the sixth year that the social-emotional learning competencies have been adopted by the Portage Public Schools (PPS) Curriculum Instruction Council, as prescribed by MDE.

During the 2022-2023 school year, a team began unpacking the SEL competencies at the elementary level. The unpacking of the competencies includes:

1. Identifying and Prioritizing Learning Outcomes using the MDE Indicators K-5
2. Identifying Essential Questions
3. Developing Key Vocabulary, Questions, and Sentence Stems
4. Developing Sample Performance Tasks as Formative Assessments
5. Developing a Learning Progression that Identifies Beginning Skills through Advanced Skills
6. Identifying Connections to Content Area Strategies
7. Cross-walking Competency with Student Experience Survey questions

Following the unpacking of the SEL competencies by the elementary team in 2022-2023, the development of proficiency scales took place. Proficiency scales are necessary tools that provide students, families, and teachers with feedback on the student's current skill level and the next steps in developing the skill. During the 2023-2024 school year, the elementary team delivered professional learning sessions on SEL during each professional learning day. In 2024-2025, the elementary team began developing guidance around assessing and monitoring student growth in each competency. The data collected is captured in the district's data warehouse. Elementary buildings are now incorporating additional information into the building data review process and providing guardians with an SEL competencies report twice a year during conferences.

Since adopting the K-12 SEL competencies, we have continued to embed social-emotional learning experiences in our classrooms across the district. Active forms of learning, such as role playing, reflection, and behavioral rehearsal, provide students with opportunities to practice these skills. SEL skills are best taught when infused throughout the school day and in all aspects of a student's experience (Payton, Weissberg, Durlak, Dymnicki, Taylor, Schellinger, & Pachan, 2008). According to CASEL, research shows that embedding SEL strategies within school curricula promotes improved behavior, academic performance, and social skills (Wilson, Gottfredson, & Najaka, 2001; Durlak, Weissberg, Dymnicki, Taylor, & Schellinger, 2011). MDE (2017) provides examples of additional SEL activities that you might find occurring in PPS classrooms:

Self-Management

- K-5 All classrooms begin the day with a morning meeting that fosters a community environment. Some of the students now run the morning meetings, demonstrating their self-management skills and positively contributing to their classroom community
- Grades 6-8 Students are exposed to project-based learning, which provides an educational opportunity for individuals to learn self-management skills
- Grades 9-10 Students interview people they feel could help them meet a goal to learn from
- Grades 11-12 Monitor progress toward achieving a goal, make adjustments in the plan as needed

Self Awareness

- K-5 Students learn about their emotions and are able to articulate what emotions they are feeling
- Grades 6-8 have increased guidance around self-awareness daily by trained professionals who have been trained to process emotions with students
- Grades 9-12 Students continue to learn healthy strategies to recognize contributing factors that impact their well-being

Social Awareness

- K-2 Students have class responsibilities and have a discussion about how they are helpful for the group
- 3-5 Adopt a community service project
- Grades 6-8 Students draw an “Impact web” of how their actions could potentially affect others, or how a historical figure's actions affected society
- Grades 9-10 Participate in a research project to determine community need
- Grades 11-12 Students select a topic of interest or concern in the local community and compare this to concerns on the national level, considering community reaction and involvement

Relationship Skills

- K-5 Students participate and learn restorative skills to improve or repair peer and adult relationships
- Grades 6-8 Students are reading short stories and hold discussions about the characters' relationships in the story
- Grades 9-10 Students give advice to fictitious characters about how they could better maintain positive relationships

- Grades 11-12 Students write scripts that they could use to make a request, then do peer editing to evaluate the effectiveness

Responsible decision-making

- K-2 Students identify bullying and teasing situations and then brainstorm strategies on how to handle each situation
- Grades 3-5 Students role-play the different roles in bullying – bystander, “upstander”, a student who bullies, and target of bullying
- Grades 6-8 Students participate in conflict resolution to increase their own decision-making skills
- Grades 9-10 Analyze the decisions made by characters in novels and short stories
- Grades 11-12 Model advocating for personal needs in accomplishing goals

As part of Portage Public School District’s balanced assessment system, we continue to incorporate the social-emotional universal screener called the Social, Academic, and Emotional Behavior Risk Screener (SAEBRS). This is the fifth year of implementing the screener, and the data is valuable to make decisions based on student needs. SAEBRS is designed as a universal screening tool to identify potential social-emotional learning needs and strengths. The creators of the screening tool developed it to provide teachers with an easy-to-use way to identify students who might need support to grow in specific social-emotional skills. As we become more experienced with this tool, teachers may use it to inform their classroom practices and address specific student needs. However, the data gathered around individual students is not the ideal reporting tool for Ends Policy 1.3. Instead, we are looking at the Student Experience Survey as a possible tool for reporting on the Ends Policy 1.3 monitoring report.

The Student Experience Survey is administered each spring, and the results are typically rolled out by the end of May or early in the following school year. This survey is administered to students Y5-12 at all of our PPS schools. The survey consists of 20 questions that students anonymously answer on a Likert scale. In the future, we will crosswalk the competencies and the survey questions to identify connections. This will allow us to use the data from the survey to pinpoint how to support our students in Self-management, Self-awareness, Social awareness, Relationship skills, and Responsible decision-making. Four of the survey questions that relate to the SEL Competencies are as follows:

- I set learning goals and track my progress.
- My learning is important at my school.
- I feel safe at my school.
- My teachers challenge me to think.

We now have multiple data points from the Student Experience Survey that can be used as baseline data for Ends Policy 1.3 monitoring reports.

Student Experience Survey	2023	2024	2025
Student participation, Y5-12	4,893	5,389	4,823
I set learning goals and track my progress	3.51	3.60	3.62
My learning is important at my school	4.22	4.24	4.31
I feel safe at school	3.82	3.99	4.04
My teachers challenge me to think	3.94	3.99	4.05

The student data shows improvement over the last three years in these four areas. This demonstrates that there are short-term and possible long-term benefits to embedding SEL skills in our curriculum. CASEL (2019) identifies several impacts on students, such as the short-term benefits of improved attitudes about self, others, tasks, and classroom and school climate. There are also long-term benefits such as positive social behaviors and relationships, academic success, fewer behavior problems, less emotional distress, less drug use, increased high school graduation, college/career readiness, safe sexual behaviors, healthy relationships, improved mental health, reduced criminal behavior, and engaged citizenship (Borowski, 2019). As we continue our learning and implementation of the K-12 SEL competencies, we predict that the short-term and long-term benefits will positively impact our community.

Conclusion Statement

The organization met expectations.

Sources:

Borowski, T. (2019). Casel's framework for systemic social and emotional learning ... - AWG. Measuring SEL Using Data to Inspire Practice. Retrieved April 5, 2023, from <https://measuringsel.casel.org/wp-content/uploads/2019/08/AWG-Framework-Series-B.2.pdf>

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Monitoring Report Evaluation Form

Policy: _____

Is the Superintendent's interpretation reasonable? Yes No

Comments:

Is evidence of compliance reasonable? Yes No

Comments:

For Ends Policies: Comments about long-term achievement of Ends Policy

Comments Regarding Further Policy Development

1. Do you have a concern that is not addressed in this policy?

2. What policy language would address your concern?

Evaluation submitted to Board President By: _____

Adopted: 9/22/08

Revised: 5/25/09, 3/22/10, 2/26/18, 11/20/23

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
CENTRAL HIGH SCHOOL, ROOM #1136
APRIL 13, 2026, 6:30 P.M.**

Note Page

VIII. Required Action Items

1. Resolution Authorizing 2026 School Building and Site and Refunding Bonds (EL 2.5.7, MCL 380.1351a)

Recommended Motion:

Motion offered by _____, seconded by _____, that the Board of Education approve the Resolution Authorizing 2026 School Building and Site and Refunding Bonds, as presented.

April 13, 2026



TO : Johnny Edwards, Superintendent
Board of Education

FROM : Paula Johnson, Director of Finance

DATE : April 8, 2026

SUBJ : Resolution Authorizing Issuance of the 2026 School Building and Site Bonds

RECOMMENDATION

That the Board of Education adopt the attached resolution which authorizes the issuance of the 2026 School Building and Site Bonds and a possible refunding of the 2016 bonds if economically advantageous.

BACKGROUND INFORMATION

Bond counsel (Miller Canfield) has prepared the attached resolution for the Board's consideration at the next board meeting. This action is possible due to the positive vote received from the voters on August 3, 2021. We would like to thank the community for this continued support of technology and facility improvements this will allow. This is the final of four planned series of the original 2021 bond issue.

The recommended standard resolution is the first step in issuing bonds and is similar to past bond resolutions. The amount of the fourth bond issue will be \$72,345,000 with an additional option of refunding up to \$86,500,000 of the 2016 bonds bringing the grand total to \$158,845,000. Included in the resolution you will find continued use of Miller, Canfield, Paddock and Stone as the District's Bond Counsel, Baker Tilly Municipal Advisors as the District's Financial Advisor, and Stifel, Nicolaus & Company, Inc. along with Huntington Bank as the District's Co-Manager Underwriters. Due to the size of the bond sale and a potential refunding using an additional underwriter is advantageous. The District has established strong relationships with all four of these companies during previous bond issues and the process was completed in an efficient, streamlined manner.

The administration recommends that the Board monitor this project through the following steps:

1. Bond issuance resolution approval by the Board of Education
2. Preparation of preliminary official statement
3. Participation in the sale of the bonds on the day of pricing by the Superintendent, Assistant Superintendent of Operations, and the Director of Finance
4. Settlement and closing

The resolution facilitates this borrowing process by having the Board formally authorize the issuance of this financing, potential refinancing and execution of all necessary documents. Upon passage by the Board, this resolution will allow our bond counsel to issue its legal opinion on the status of these bonds.

Based on past history, these bonds will be sold at a negotiated bond sale instead of what is referred to as a competitive sale. At this time a target date for pricing will occur on May 19th. The District plans to accept the bond proceeds around the middle of June 2026.

I would be happy to answer any questions that you or Board members have at this time.

**PORTAGE PUBLIC SCHOOLS
COUNTY OF KALAMAZOO, STATE OF MICHIGAN**

**RESOLUTION AUTHORIZING
2026 SCHOOL BUILDING AND SITE AND REFUNDING BONDS
(UNLIMITED TAX GENERAL OBLIGATION)**

At a regular meeting of the Board of Education (the “Board”) of the Portage Public Schools, County of Kalamazoo, State of Michigan (the “School District”), held in the School District on April 13, 2026, at 6:30 p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

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

WHEREAS, at a special election held in the School District on August 3, 2021, the qualified electors of the School District approved a proposal authorizing the issuance of bonds by the School District, to be issued in one or more series, in an aggregate amount of not to exceed \$175,725,000 (the “2021 Bond Proposal”) for the purpose of erecting and completing new school buildings, including buildings to replace existing elementary schools; acquiring, remodeling, equipping, reequipping, furnishing and refurbishing and constructing additions to buildings in the school district; acquiring school buses; acquiring and installing instructional technology, technology infrastructure and equipment in and connecting new and existing school district facilities; and acquiring, preparing, developing, and improving sites, including playfields, playgrounds, facilities and structures (the “Projects”); and

WHEREAS, under the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the tax levies for said bonds authorized pursuant to the 2021 Bond Proposal shall be without limitation as to rate or amount; and

WHEREAS, pursuant to the 2021 Bond Proposal, the School District previously issued its 2021 School Building and Site Bonds (Unlimited Tax General Obligation), dated November 3, 2021 (the “2021 Bonds”) in the principal amount of \$45,795,000, as the first series of bonds pursuant to the 2021 Bond Proposal; and

WHEREAS, pursuant to the 2021 Bond Proposal, the School District previously issued its 2023 School Building and Site Bonds (Unlimited Tax General Obligation), dated June 22, 2023

(the “2023 Bonds”) in the principal amount of \$9,835,000, as the second series of bonds pursuant to the 2021 Bond Proposal; and

WHEREAS, pursuant to the 2021 Bond Proposal, the School District previously issued its 2025 School Building and Site Bonds (Unlimited Tax General Obligation), dated February 6, 2025 (the “2025 Bonds”) in the principal amount of \$43,380,000, as the third series of bonds pursuant to the 2021 Bond Proposal; and

WHEREAS, due to the prevailing market conditions at the time of the sale of the previous bonds issued pursuant to the 2021 Bond Proposal, the 2021 Bonds were issued with net original issue premium in the total amount of \$4,200,974, the 2023 Bonds were issued with net original issue premium in the total amount of \$163,593 and the 2025 Bonds were issued with net original issue discount in the total amount of \$4,028, all of which net original issue premiums/discounts are counted against the total \$175,725,000 authorization under the 2021 Bond Proposal; and

WHEREAS, the Board desires to authorize the issuance of the fourth and final series of bonds authorized pursuant to the 2021 Bond Proposal in the aggregate principal amount of not to exceed \$72,345,000 to pay a portion of the cost of the Projects and the costs of issuance associated with such bonds; and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), permits the Board to refund all or part of the funded indebtedness of the School District; and

WHEREAS, the School District has previously issued its 2016 School Building and Site and Refunding Bonds (Unlimited Tax General Obligation), dated May 25, 2016 (the “Prior Bonds”); and

WHEREAS, the Board determines that it is in the best interest of the School District to currently refund all or a portion of the Prior Bonds maturing on or after November 1, 2026 (the “Refunded Bonds”); and

WHEREAS, because the source of payment will be the same, and to reduce the cost of issuance and administration, the Board determines that it makes practical and economic sense to combine the above referenced new money and refunding bond issues into a single series, to be issued in an aggregate principal amount of not to exceed \$158,845,000, while maintaining a separate capital projects fund for the Projects; and

WHEREAS, if market interest rates rise so that a refunding of the Prior Bonds becomes noneconomic or inefficient, the Board intends to maintain the option of authorizing only the issuance of bonds in the aggregate principal amount of not to exceed \$72,345,000, for the purpose of paying the costs of the Projects; and

WHEREAS, the School District desires to sell the bonds pursuant to a negotiated sale in order to preserve maximum flexibility in the timing and structure of the transaction and to minimize the costs of issuance thereof; and

WHEREAS, the School District also deems it advisable to authorize the Superintendent and the Director of Finance, or either one acting alone (each an “Authorized Officer”), to accept an offer to purchase the bonds from an underwriter, negotiate, approve and execute a bond purchase agreement with the underwriter and to approve various other terms and documents in connection with the sale and delivery of the bonds to the underwriter; and

WHEREAS, the School District must either be granted qualified status within the meaning of Act 34, or receive prior approval of the bonds from the Michigan Department of Treasury (“Treasury”).

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Issuance of Bonds. Bonds of the School District designated 2026 School Building and Site and Refunding Bonds (Unlimited Tax General Obligation) (the “Bonds”), are hereby authorized to be issued in one or more series, with such changes to the bond name, designation or suffix as may be appropriate for each series based on the type of bonds issued, in the aggregate principal amount of not to exceed \$158,845,000, or such lesser amount as shall be determined by an Authorized Officer upon sale of the Bonds, for the purpose of financing a portion of the costs of the Projects, refunding the Refunded Bonds and paying the costs of issuing the Bonds.

The portion of the Bonds issued for purposes of financing the Projects and associated costs of issuance shall not exceed \$72,345,000, and the balance of the proceeds of the Bonds shall be used to refund the Refunded Bonds. In the event that the Authorized Officer, based on the advice of the Municipal Advisor (as defined below), determines that the net present value savings associated with the refinancing of the Refunded Bonds is not at least 2.00% of the principal of the Refunded Bonds, the School District may issue Bonds in the principal amount of not to exceed \$72,345,000 for the purpose of paying the cost of the Projects and associated costs of issuance only. In addition, if the Bonds are issued solely to pay the costs of the Projects and associated costs of issuance, (i) the Bonds shall be designated “2026 School Building and Site Bonds (Unlimited Tax General Obligation)”, with such changes to the bond name, designation or suffix as may be appropriate for each series based on the type of bonds issued; and (ii) appropriate changes shall be made to the form of bond set forth in Exhibit A, the name and purpose of the Project Fund and Debt Retirement Fund and the application of Bond proceeds.

2. Bond Details. The issue shall consist of bonds registered as to principal and interest of the denomination of \$5,000 or integral multiples thereof, be dated as of the date of delivery or such other date as shall be determined by an Authorized Officer at the time of sale of the Bonds and numbered as determined by the Transfer Agent (as defined below). The Bonds shall mature on May 1 and/or November 1 in the years and in the principal amounts as determined by an Authorized Officer at the time of sale *provided that* the final maturity of the Bonds shall not be later than 25 years from the date of issue. The principal of the Bonds shall be payable at a bank or trust company selected by an Authorized Officer, as registrar and transfer agent for the Bonds (the “Transfer Agent”) upon presentation and surrender of the appropriate Bond.

The Bonds shall bear interest at a rate or rates to be determined upon negotiated sale thereof, but in any event not exceeding a true interest cost of 6.00% per annum, payable semi-annually on May 1 and November 1 in the years as determined by an Authorized Officer at the

time of sale and the underwriter's discount shall not exceed 1.00% of the principal amount of the Bonds.

Interest on the Bonds shall be paid by check drawn on the Transfer Agent mailed to the registered owner of the Bonds at the registered address, as shown on the registration books of the School District maintained by the Transfer Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the School District to conform to market practice in the future.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York.

The Bonds of any series may be issued as serial or term bonds or both and shall be subject to optional or mandatory redemption prior to maturity at the times, in the manner, in the amounts and at the prices determined by an Authorized Officer at the time of sale of the Bonds.

Unless waived by any registered owner of any Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the School District. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the redemption date; the redemption price; the place where Bonds called for redemption are to be surrendered for payment; and that interest on Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

3. Bond Form and Execution of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A with such changes as are authorized by the terms of this Resolution or necessary to complete the provisions hereof. The Bonds shall be signed by the manual or facsimile signatures of the President and Secretary of the Board. No Bonds shall be valid until authenticated by an authorized representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by it to the purchaser in accordance with instructions from the Treasurer of the Board upon payment of the purchase price for the Bonds in accordance with the bond purchase agreement therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

4. Debt Retirement Fund. Unless the School District establishes a Common Debt Retirement Fund as provided by law for all issues of bonds of like character of the School District, the Treasurer shall open a special depository account for the Bonds with a bank to be designated as 2026 School Building and Site and Refunding Bonds Debt Retirement Fund (the "Debt

Retirement Fund”). All proceeds from taxes levied for the payment of the principal of, interest on and redemption premium, if any, for the Bonds shall be deposited into the Debt Retirement Fund or the Common Debt Retirement Fund, if one is established. Once the Debt Retirement Fund is established, the moneys deposited in such fund shall be used solely for the purpose of paying the principal of, interest on and redemption premium, if any, for the Bonds. If the School District establishes a Common Debt Retirement Fund, the moneys deposited in that fund shall be used solely for the payment of the principal of and interest on the Bonds and other bonds of like character of the School District payable from the Common Debt Retirement Fund. The accrued interest, if any, received upon delivery of the Bonds shall also be deposited in the appropriate debt retirement fund. Taxes required to be levied to meet the principal and interest obligations and redemption premiums, if any, may be without limitation as to rate or amount, as provided by Article IX, Section 6 of the Michigan Constitution of 1963.

5. Capital Projects Fund. There shall be established by the Treasurer a special depository account, designated the 2026 School Building and Site and Refunding Bonds Capital Projects Fund (the “Capital Projects Fund”). The amounts specified by an Authorized Officer at the time of sale of the Bonds from the net proceeds of sale of the Bonds and from any net original issue premium shall be deposited to the Capital Projects Fund to be used solely and only to pay for the costs of the Projects, capitalized interest, if any, and the costs of issuance of the Bonds. Except for investment pending disbursement and as herein provided, the moneys in the Capital Projects Fund shall be used solely to pay the costs of the Projects and the costs of issuance of the Bonds as such costs become due and payable and, as may be necessary, to rebate arbitrage earnings, if any, to the United States Department of Treasury as required by the Internal Revenue Code of 1986, as amended (the “Code”). Costs of issuance for the Bonds shall be deposited in a separate costs of issuance account established by the Treasurer designated 2026 School Building and Site and Refunding Bonds Cost of Issuance Fund (the “Cost of Issuance Fund”). Moneys remaining in the Cost of Issuance Fund after payment of all costs of issuance shall be allocated between the Capital Projects Fund and the Debt Retirement Fund for the Bonds in accordance with the advice of Bond Counsel (as defined below). Any net original issue premium received on sale and delivery of the Bonds shall be deposited in the appropriate fund consistent with State and federal law, and, consistent with federal tax law, may be used to pay capitalized interest on the Bonds or may be used to reduce the principal amount of the Bonds issued. Such net original issue premium received, if any, related to the new money portion of the Bonds shall be counted against the 2021 Bond Proposal authorization. Moneys remaining in the Capital Projects Fund after completion of the Projects and payment of the costs of issuance of the Bonds and payment of capitalized interest, if any, may be used first for any purpose permitted by the 2021 Bond Proposal, and second for any other purpose permitted by law, than shall be transferred to the Debt Retirement Fund.

6. Escrow Fund. The balance of the proceeds of the Bonds together with any moneys transferred by the School District at the time of sale of the Bonds from the debt retirement funds for the Prior Bonds and any other available funds of the School District, shall be held as cash or invested in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the “Escrow Funds”) and used to pay principal and interest on the Refunded Bonds. The Escrow Fund shall be held by a bank or trust

company, as trustee and escrow agent (the “Escrow Agent”), in trust pursuant to an Escrow Agreement (the “Escrow Agreement”) which shall irrevocably direct the Trustee to take all necessary steps to call for redemption that portion of the Prior Bonds specified by an Authorized Officer upon sale of the Bonds, including publication and mailing of redemption notices, on any date specified by an Authorized Officer on which the Prior Bonds may be called for redemption. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal of and interest on the Refunded Bonds as they become due pursuant to maturity or the call for redemption required by this paragraph, and an Authorized Officer is hereby authorized to select and retain on behalf of the School District an Escrow Agent to serve under the Escrow Agreement.

7. Unlimited Tax. Commencing with the fiscal year beginning July 1, 2026, it shall be the duty of the School District to levy a tax annually in an amount sufficient so that the estimated collections therefrom will be sufficient to pay promptly when due the principal of and interest becoming due on the Bonds, which tax levies shall not be subject to limitation as to rate or amount.

8. Negotiated Sale. The School District has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, and based on the advice of the Municipal Advisor (as defined below) has determined that a negotiated sale of the Bonds provides the School District with greater flexibility in structuring bond maturities and the timing of the sale of the Bonds, and will enable the School District to better market the Bonds to the advantage of the School District and its taxpayers.

9. Retention of Underwriter and Execution of Bond Purchase Agreement. The School District hereby appoints Stifel, Nicolaus & Company, Incorporated as senior managing underwriter for the Bonds (the “Underwriter”). Each Authorized Officer is hereby authorized to appoint one or more co-managing underwriters, if recommended by the Municipal Advisor. Each Authorized Officer is further authorized to negotiate and award the sale of the Bonds to the Underwriter pursuant to a bond purchase agreement, subject to the parameters set forth in this Resolution. Each Authorized Officer is authorized to execute and deliver the bond purchase agreement on behalf of the School District without further approval of the Board, *provided that* the true interest cost on the Bonds shall not exceed 6.00% per annum, the net present value savings to be realized by the School District shall not be less than 2.00% of the amount of the projected debt service payable on the Refunded Bonds in the absence of the refunding based on Treasury guidelines, and the underwriter’s discount shall not exceed 1.00% of the principal amount of the Bonds.

An Authorized Officer may, without further approval or direction from the Board, execute a sale order evidencing the final terms of the Bonds, and make any of the determinations, covenants and elections authorized by this Resolution, provided that the final terms of the Bonds shall be within the parameters set forth in this Resolution.

10. Ratings and Bond Insurance. Each Authorized Officer is authorized to apply for bond ratings from municipal bond rating agencies if deemed appropriate and apply for and purchase a policy of municipal bond insurance, if deemed appropriate by the Municipal Advisor and Bond Counsel (as defined below).

11. Official Statements. The President of the Board and an Authorized Officer are each hereby authorized to approve preliminary and final official statements relating to the Bonds as is deemed appropriate by the Municipal Advisor and Bond Counsel. The President of the Board or an Authorized Officer are further authorized to execute and deliver the final Official Statement relating to the Bonds on behalf of the School District and to approve, execute and deliver any amendments and supplements to the Official Statement necessary to assure that the statements therein are, and as of the time the Bonds are delivered to the Underwriter will be true, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

12. Continuing Disclosure Undertaking. The School District hereby covenants, in accordance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission, as may be amended (the "Rule"), if required pursuant to the Rule, to provide or cause to be provided the information set forth in the attached Exhibit B, as such Exhibit may be revised by an Authorized Officer as required by Rule prior to delivery of the Bonds.

13. Tax Matters. The School District hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from adjusted gross income for federal income tax purposes under the Code, including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds.

14. Expenditures and Reimbursements. The School District may incur project expenditures prior to receipt of proceeds of the Bonds issued to finance the Projects and may advance moneys from the general fund for that purpose to be reimbursed from proceeds of the Bonds when available. An Authorized Officer shall keep a specific record of all such expenditures.

The School District makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Code:

(a) As of the date hereof, the School District reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the School District.

(b) The expenditures described in this paragraph (b) are for the Projects authorized by this Resolution and which were or will be paid subsequent to sixty (60) days prior to the date hereof.

(c) The maximum principal amount of debt expected to be issued for the Projects, including issuance costs, is \$72,345,000.

(d) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Projects are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences

the School District's use of the proceeds of the debt to be issued for the Projects to reimburse the School District for a capital expenditure made pursuant to this Resolution.

(e) The expenditures described in (b) above are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).

(f) No proceeds of the borrowing paid to the School District in reimbursement pursuant to this Resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in (d) above.

15. Further Bond Details. Each Authorized Officer is hereby individually authorized to adjust the final Bond details to the extent necessary or convenient to complete the transaction authorized in this Resolution, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, all subject to the parameters established in this Resolution.

16. Retention of Bond Counsel and Municipal Advisor. The law firm of Miller, Canfield, Paddock and Stone, P.L.C. is hereby appointed as bond counsel for the School District with reference to the issuance of the Bonds authorized by this Resolution ("Bond Counsel"). The representation of the School District by Miller, Canfield, Paddock and Stone, P.L.C. as Bond Counsel is hereby confirmed and approved, notwithstanding Miller, Canfield's periodic representation in unrelated matters of the Underwriter, Stifel, Nicolaus & Company, Incorporated, and other potential parties to the transactions contemplated by this Resolution. The School District also hereby appoints Baker Tilly Municipal Advisors, LLC to act as financial advisor with reference to the issuance of the Bonds authorized by this Resolution (the "Municipal Advisor").

17. Department of Treasury. Each Authorized Officer is hereby authorized to make application to Treasury for prior approval to issue the Bonds or file a qualifying statement. Each Authorized Officer or Bond Counsel, on behalf of the School District, is further authorized to request any and all waivers, including without limitation, rating waivers, or exemptions from Treasury necessary to the issuance of the Bonds as recommended by the Municipal Advisor and Bond Counsel. Each Authorized Officer is authorized to have prepared and filed a Security Report with Treasury pursuant to Act 34.

18. Further Actions. The officers, administrators, agents and attorneys of the School District are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary to complete the issuance and delivery of the Bonds in accordance with this Resolution. The officers, administrators, agents and attorneys of the School District are authorized and directed to pay costs of issuance including Bond Counsel fees, Municipal Advisor fees, rating agency fees, Transfer Agent fees, costs of printing the preliminary and final official statements, and any other costs necessary to accomplish sale and delivery of the Bonds.

19. Conflicts. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Terri Novaria
Secretary, Board of Education

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Board of Education of the Portage Public Schools, County of Kalamazoo, State of Michigan, at a regular meeting held on April 13, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Terri Novaria
Secretary, Board of Education

EXHIBIT A

BOND FORM

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF KALAMAZOO

PORTAGE PUBLIC SCHOOLS
2026 SCHOOL BUILDING AND SITE AND REFUNDING BOND
(UNLIMITED TAX GENERAL OBLIGATION)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
	_____ 1, 20__	_____, 2026	

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

Portage Public Schools, County of Kalamazoo, State of Michigan (the "School District") promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above, or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____, 20__ and semiannually thereafter. Principal of this bond is payable at the corporate trust office of _____, or such other transfer agent as the School District may hereafter designate by notice mailed to the registered owner hereof not less than 60 days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who or which is as of the 15th day of the month preceding each interest payment date, the registered owner, at the registered address. For the prompt payment of this bond, both principal and interest, the full faith and credit of the School District is hereby irrevocably pledged.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of \$ _____, (the "Bonds"). The Bonds are issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended, and Act 34, Public Acts of Michigan, 2001, as amended, and pursuant to a resolution duly adopted by the Board of Education of the School District on April 13, 2026 for school building and site purposes as the fourth and final series of bonds authorized by the qualified electors of the School District at a special election

held on August 3, 2021 and to refund a portion of a certain outstanding bond issue of the School District.

This Bond and the interest hereon are payable from the Debt Retirement Fund of the School District for this issue, and the School District is obligated to levy annually sufficient taxes without limitation as to rate or amount to provide for the payment of the principal of and interest on these bonds as they mature.

Bonds of this issue maturing in the years 20__ to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds of this issue or \$5,000 portions thereof maturing in the years 20__ and thereafter, shall be subject to redemption prior to maturity, at the option of the School District, in any order of maturity and by lot within a single maturity, on any date on or after May 1, 20__ at the redemption price of par plus accrued interest to the date fixed for redemption.

[Insert mandatory term bond redemption provisions, if needed]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption of any bond shall be given at least thirty (30) days and no more than sixty (60) days prior to the date fixed for redemption by mail to the registered owner or owners at the registered addresses shown on the registration books kept by the Transfer Agent. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bond by \$5,000, and such bonds may be redeemed in part. The notice of redemption for bonds redeemed in part shall state that upon surrender of the bond to be redeemed a new bond or bonds in aggregate principal amount equal to the unredeemed portion of the bond surrendered shall be issued to the registered holder thereof. No further interest shall accrue on the bonds or portions of bonds called for redemption after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the same.

Any bond may be transferred by a registered owner, in person or by the registered owner's authorized attorney or legal representative, upon surrender of the bond to the Transfer Agent for cancellation, together with a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond is surrendered for transfer, the Transfer Agent shall authenticate and deliver a new bond or bonds, in like aggregate principal amount, interest rate and maturity. The Transfer Agent shall require the owner requesting the transfer to pay any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent will not be required to (i) issue, register the transfer of or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the day of that mailing, or (ii) register the transfer of or exchange any bond selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

It is hereby certified and recited that all acts, conditions and things required to be done, exist and happen, precedent to and in the issuance of this bond and the series of bonds of which this is one, in order to make them valid and binding obligations of the School District have been done, exist and have happened in regular and due form and time as provided by law, and that the total indebtedness of the School District, including this bond and the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the Portage Public Schools, County of Kalamazoo, State of Michigan, by its Board of Education has caused this bond to be signed in the name of the School District by the manual or facsimile signature of the President and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education, all as of the Date of Original Issue.

PORTAGE PUBLIC SCHOOLS
County of Kalamazoo
State of Michigan

By: [manual/facsimile]
President

Countersigned:

By: [manual/facsimile]
Secretary

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the Bonds described above.

Transfer Agent

By: _____
Authorized Signature

Date of Authentication: _____, 2026

EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Undertaking”) is executed and delivered by the Portage Public Schools, County of Kalamazoo, State of Michigan (the “School District”), in connection with the issuance of its 2026 School Building and Site and Refunding Bonds (Unlimited Tax General Obligation) (the “Bonds”). The School District covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

(a) *Definitions.* The following terms used herein shall have the following meanings:

“Audited Financial Statements” means the annual audited financial statement pertaining to the School District prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

“Bondholders” shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system, or such other system, Internet Web Site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

“Financial Obligation” means “financial obligation” as such term is defined in the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended, as in effect on the date of this Undertaking, including any official interpretations thereof issued either before or after the date of this Undertaking which are applicable to this Undertaking.

“SEC” means the United States Securities and Exchange Commission.

(b) *Continuing Disclosure.* The School District hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA, on or before the last day of the 6th month after the end of the fiscal year of the School District, commencing with the fiscal year ending June 30, 2026, in an electronic format as prescribed by the MSRB:

(1) Certain annual financial information and operating data reasonably available to the School District in form and substance similar to the information contained in the official statement of the School District relating to the Bonds (the “Official Statement”) appearing in the Tables in the Official Statement as described below: [Headings to be conformed to Official Statement when available.]

- a. Enrollment History – Enrollment History;
- b. Retirement Plan – Contributions to MPSERS;
- c. History of Valuations – State Equalized Valuation and Taxable Valuation;
- d. Tax Levies and Collections;
- e. State Aid Payments;
- f. School District Tax Rates (Per \$1,000 of Valuation);
- g. Largest Taxpayers;
- h. Direct Debt;
- i. Legal Debt Margin; and
- j. General Fund Budget Summary in Appendix B.

(2) The Audited Financial Statements. Provided, however, that if the Audited Financial Statements are not available by the date specified above, they shall be provided when available and unaudited financial statements will be filed by such date and the Audited Financial Statements will be filed as soon as available.

Such annual financial information and operating data described above are expected to be provided directly by the School District or by specific reference to other documents available to the public through EMMA or filed with the SEC, including official statements of debt issues of the School District.

If the fiscal year of the School District is changed, the School District shall send a notice of such change to the MSRB through EMMA, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) *Notice of Failure to Disclose.* The School District agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the School District to provide the annual financial information with respect to the School District described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The School District agrees to provide or cause to be provided to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;

- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of holders of the Bonds, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the School District, which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the School District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the School District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District;
- (13) the consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the School District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the School District, any of which affect security holders, if material; or
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial

BOND RESOLUTION

2026 School Building and Site and Refunding Bonds

B - 3 **Error! Unknown document property name.**

Obligation of the School District, any of which reflect financial difficulties.

(e) *Materiality Determined Under Federal Securities Laws.* The School District agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Identifying Information.* All documents provided to the MSRB through EMMA shall be accompanied by the identifying information prescribed by the MSRB.

(g) *Termination of Reporting Obligation.* The obligation of the School District to provide annual financial information and notices of material events, as set forth above, shall be terminated if and when the School District no longer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(h) *Benefit of Bondholders.* The School District agrees that its undertaking pursuant to the Rule set forth in this Undertaking is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the School District’s obligations hereunder and any failure by the School District to comply with the provisions of this Undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the School District, provided that the School District agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the School District or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the School District (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the School District in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the School District to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

IN WITNESS WHEREOF, the School District has caused this Undertaking to be executed by its authorized officer.

PORTAGE PUBLIC SCHOOLS

County of Kalamazoo

State of Michigan

By: _____

Its: _____

Dated: _____, 2026

50457296.1/071466.00043

**PORTAGE PUBLIC SCHOOLS
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CENTRAL HIGH SCHOOL, ROOM #1136
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IX. Action Items

1. New Administrator Appointments (OP 3120)

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education approve the appointment of the following administrators for the Portage Public Schools for the 2026-27 school year – Tim Knox as Athletic Director for Portage Central High School and Jennifer Meisterheim as Director of Human Resources for Portage Public Schools.

Bradley D. Galin, MBA, SPHR
Director of Human Resources
Phone: 269.323.5152
bgalin@portageps.org

To: Board of Education
From: Bradley Galin, MBA, SPHR
Date: April 13, 2026
Re: Administrator Appointment Recommendation

RECOMMENDATION:

It is recommended that the Board of Education approve the appointment of the following administrators for the Portage Public Schools for the 2026-2027 school year.

Tim Knox:

Mr. Tim Knox is being recommended as the new Athletic Director for the Portage Central High School.

Since 2012, Mr. Knox has worked for the University of Illinois, most recently as Associate Director of Athletics, Facilities and Capital Projects. Prior roles at Illinois include Director of Football Operations and Assistant Director of Athletics for Football. Mr. Knox also served in football operations roles with Western Michigan University.

Mr. Knox graduated from Hiram University with a BA in history and then obtained his master's in Sports Administration from Western Michigan University. Mr. Knox's starting annualized salary in the role will be \$115,286.

Jennifer Meisterheim:

Ms. Jennifer Meisterheim is being recommended as the new Director of Human Resources for the Portage Public Schools.

Ms. Meisterheim has worked for the Portage Public Schools since 2009, starting as an HR Generalist before being promoted in 2021 to be the District's HR Manager. Prior to joining PPS, Ms. Meisterheim worked for VBR&D and for Interkal, LLC.

Ms. Meisterheim graduated from Western Michigan University with a bachelor's degree in business administration and holds her SHRM-CP HR certification from the Society of Human Resource Management. Ms. Meisterheim is also a graduate of Portage Central High School. Ms. Meisterheim's initial salary will be set at \$118,965.

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IX. Action Items

2. Teacher & Staff Appreciation Week Proclamation

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education approve the Teacher & Staff Appreciation Week Proclamation, as presented.



TEACHER & STAFF APPRECIATION WEEK PROCLAMATION

WHEREAS, a strong and effective system of free public education for all children is essential to the success of our democracy at the national, state, and local levels; and

WHEREAS, a high-quality public school system contributes to the strength and vitality of the community; and

WHEREAS, the vision of Portage Public Schools - *We are inspired to be an exceptional community grounded in fostering strengths, growth, and lifelong learning. Every student. Every future.* - guides its mission; and

WHEREAS, the dedication of Portage Public Schools teachers and staff in inspiring students to achieve success academically, artistically, socially, and athletically is vital to realizing this vision; and

WHEREAS, educators and staff consistently go above and beyond in service to students, making a meaningful and lasting impact on their lives;

NOW, THEREFORE, be it resolved that the Board of Education of Portage Public Schools hereby proclaims May 4–8, 2026, as **Teacher & Staff Appreciation Week** in the Portage Public School District, and encourages all members of the community to recognize and thank educators for their ongoing commitment and contributions.

Adopted this 13th day of April 2026
Portage Public Schools' Board of Education

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IX. Action Items

3. Approve Revised Ends Policy 1.3 (BL 0131.1)

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education approve the revisions to Ends Policy 1.3, as presented.

TO: Board of Education
FROM: Randy Van Antwerp
COPY TO: Johnny Edwards
DATE: April 8, 2026
SUBJECT: Revision to ENDS POLICY 1.3 Resilience in Life

RECOMMENDATION

It is recommended that the Board of Education adopt the following revision to ENDS POLICY 1.3 Resilience in Life, “Students will exhibit behaviors that are mentally and physically beneficial to themselves and others.”

BACKGROUND

Existing policy language is limited to social-emotional learning and makes no provision for physical health. The revised language was discussed in Policy Committee and at several retreats including the most recent on March 9, 2026.

The first monitoring report reflecting this change is scheduled to be presented in April 2027.

The policy is enclosed showing the proposed revisions.

POLICY TYPE: ENDS

1.0 POLICY TITLE: GLOBAL ENDS

Mission: Portage Public Schools will educate all students to achieve their potential.

Vision: We are inspired to be an exceptional community grounded in fostering strengths, growth, and lifelong learning. Every student. Every future.

Global Ends Statement: Portage Public Schools will educate all students to achieve their potential, at a level such that the results justify the costs.

Ends: The following ends statements establish long-range aspirational and visionary outcomes for the District that reflect community values and support the vision for the District. All of the ends statements contribute to a successful graduate of Portage Public Schools and reinforce the commitment of the Board to continuous improvement and high expectations for all students. Success is based on improvement of results over time and favorable comparisons to similar schools, and the “State of Michigan averages.”

1.1 ACADEMIC SUCCESS

Students demonstrate progress toward mastery of core curriculum standards evidenced by annual academic growth within grade level cohorts, growth of low achieving students, and by achieving academic proficiency.

Internal report provided annually in Nov. (HS, MS), Dec. (Elem) and Jan. (overall).

1.2 LEARNING AND LEADERSHIP SKILLS

Students have 21st Century Learning Skills including:

- critical thinking,
- creativity,
- communication, and
- collaboration skills to equip them to learn and to lead with confidence.

Internal report provided annually in March.

1.3 RESILIENCE IN LIFE

Students will exhibit behaviors that are mentally and physically beneficial to themselves and others.

~~Students have social-emotional learning competencies including:~~

- ~~• skills in self-management,~~
- ~~• self-awareness,~~
- ~~• social awareness,~~
- ~~• relationship skills, and~~
- ~~• responsible decision-making to build resilience to navigate life.~~

Internal report provided annually in April.

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IX. Action Items

4. AMB Bond Project – Concrete Footings/Foundation Contract (OP 6320)

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education award a contract to Choice Concrete Construction in the amount of \$417,770.00 to construct the footings and foundation at the new Amberly Elementary, the funding for which will come from the 2026 bond fund (the fourth series from the 2021 vote).



To: Johnny Edwards, Superintendent
From: Russ Gerbers, Assistant Superintendent of Operations
Cc: Paula Johnson, Director of Finance
Date: April 13, 2026
Re: Amberly Elementary Concrete

Recommendation

I recommend that the Board of Education award a contract to Choice Concrete Construction in the amount of \$417,770.00 to construct the footings and foundation at the new Amberly Elementary, the funding for which will come from the 2026 bond fund (the fourth series from the 2021 vote).

Concrete (Early Foundation)	Choice Concrete Construction	\$417,770
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Background Information

The concrete and foundation bid package for the new Amberly Elementary represents the second phase of bid packages for the project and focuses on critical early structural components necessary to advance construction. This package builds upon the previously approved site preparation work and allows the project to continue progressing on schedule. Bids were received and reviewed, and the results came in under the projected budget, reflecting favorable market conditions and strong contractor interest. Approval of this bid package will enable the District to maintain project momentum while also realizing cost savings within the overall project budget.

Bidding Process

This project was competitively bid through the formal bidding process. Eight responses were received for the concrete bid category.

Choice Concrete Construction was the lowest qualified bidder for the concrete package.

I am happy to answer any questions the Board may have on this purchase.

Enclosures - Bid Tabs



Bid Category No. 04 - Concrete (Early Foundation)				
Contractor	Bid Bond	Addendum	Base Bid	Notes
Earley & Associates, Inc. (Kalamazoo, MI)	Y	1	\$407,500	Incomplete Bid
Choice Concrete Construction (Clarksville, MI)	Y	1	\$417,770	
Burgess Concrete Construction, Inc. (Moline, MI)	Y	1	\$423,270	
Proline Concrete Construction (Dorr, MI)	Y	1	\$428,760	
Schepers Concrete Construction (Grand Rapids, MI)	Y	1	\$460,950	
Teunissen Concrete (Door, MI)	Y	1	\$491,225	
RLE Concrete LLC (Grand Rapids, MI)	Y	1	\$543,510	
Fessler & Bowman, Inc. (Holly, MI)	Y	1	\$607,960.61	

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IX. Action Items

5. AMB Bond Project – Earthwork/Backfilling of Foundation Change Order (OP 6320)

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education authorize Owen-Ames-Kimball Co. to issue a change order to Cripps Fontaine Excavating, Inc. in the amount of \$120,100.00 to add the excavation and backfilling of the foundation work at Amberly Elementary School, the funding for which will come from the 2026 bond fund (the fourth series from the 2021 vote).



To: Johnny Edwards, Superintendent
From: Russ Gerbers, Assistant Superintendent of Operations
Cc: Paula Johnson, Director of Finance
Date: April 13, 2026
Re: Excavation and Backfilling Foundations Change Order

Recommendation

I move that Owen-Ames-Kimball Co. be authorized to issue a change order to Cripps Fontaine Excavating, INC. in the amount of \$120,100.00 to add the excavation and backfilling of the foundation work at Amberly Elementary School, the funding for which will come from the 2026 bond fund (the fourth series from the 2021 vote).

Background Information

As part of the bid process, the District requested that concrete contractors provide alternate pricing to perform their own excavation and backfilling for the foundations. In addition, a separate price was obtained from the project's excavation contractor to perform this scope of work. After reviewing both options, the proposal from Cripps Fontaine Excavating was determined to be more cost-effective than the pricing provided by Choice Concrete Construction. Based on this comparison, it is recommended that the excavation and backfilling work be carried out by Cripps Fontaine Excavating to achieve the best value for the project.

Cripps Fountaine Excavating - \$120,100

Choice Concrete Construction - \$127,770

PROPOSAL

CRIPPS FONTAINE EXCAVATING, INC.

7729 DOUGLAS AVE.
Telephone (269) 342-1088

KALAMAZOO, MI 49009
Fax (269) 342-8753

PROPOSAL SUBMITTED TO Owen-Ames-Kimball STREET 2700 Stadium Drive CITY, STATE, ZIP Kalamazoo, MI 49008	PHONE 269-276-9700	FAX	DATE 3-30-26
	JOB NAME Portage Amberly Elementary Foundation Package		
	JOB LOCATION 6637 Amberly Street, Portage, MI 49024		

WE HEREBY SUBMIT SCOPE AND BID FOR: Excavation and Backfilling Foundations.

Provide excavation and backfill for all foundations as shown on the list of drawings below.

- S101 Overall Foundation Plan dated 3-26-26, Addendum #1.
- S101A Foundation Plan – Unit A dated 3-26-26, Addendum #1.
- S101B Foundation Plan – Unit B dated 3-26-26, Addendum #1.
- S101C Foundation Plan – Unit C dated 3-26-26, Addendum #1.
- S101D Foundation Plan – Unit D dated 3-26-26, Addendum #1.
- S301 Typical Foundation Details dated 3-2-26.
- S302 Typical Foundation Details dated 3-2-26.
- S303 Foundation Details dated 3-2-26.

Interior thickened edges and shallow footings are included.

Excavate and backfill elevator pit.

Restore floor slab grade to original condition upon backfilling only. No fine grading included per Addendum #1.

TOTAL BID: \$120,100.00

Clarifications:

Perimeter foundation insulation is not included.

Temporary roads for concrete truck access are not included.

Additional work required to remove and replace unsuitable soil will be performed on a time and material basis.

WE HEREBY ACKNOWLEDGE receipt of addenda: None.

PAYMENT TO BE MADE AS FOLLOWS: Invoiced monthly. Net due 15 days from date of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or derivation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized

Signature _____
Jim VanAtter / Estimator

Notes: This Proposal may be withdrawn by us if not accepted within 15 days.
Please enclose a copy of the "Notice of Commencement" with your signed copy of this Proposal.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

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6. AMB Due Care Evaluation (OP 6320)

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education approve the contract for environmental soil and groundwater testing at Amberly Elementary with Triterra of Mattawan, MI for a total of \$163,473.00, which includes a 15 percent contingency. Funding will come from the 2026 bond fund (the fourth series from the 2021 vote).

To: Johnny Edwards, Superintendent
From: Russ Gerbers, Assistant Superintendent of Operations
CC: Paula Johnson, Director of Finance
Date: April 13, 2026
Re: TriTerra Contract

RECOMMENDATION

I recommend that the Board of Education approve the contract for environmental soil and groundwater testing at Amberly Elementary with Triterra of Mattawan, MI for a total of \$163,473, which includes a 15% contingency. These funds will come from the 2026 bond fund (the fourth series from the 2021 vote).

BACKGROUND INFORMATION

To properly construct the new Amberly Elementary school, the District must bring in dirt to balance the site conditions. The Amberly site has two wells operated by the City of Portage. In consultation with City officials and environmentalists, it has recommended that the district conduct environmental testing to understand the soil and groundwater conditions prior to construction. This testing will determine how much, if any, of the current soil needs to be removed before the additional dirt is brought onto the site.

I would be happy to answer any questions.

CONTRACT


Mr. Russell Gerbers Assistant Superintendent, Operations Portage Public Schools 8107 Mustang Drive, Portage, MI rgerbers@portageps.org	Project No.: 25-4347 Date: March 26, 2026
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Property: 6637 Amberly, Portage, MI	Parcel Number(s): 00008-285-0
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Due Care Evaluation	\$131,700
<ul style="list-style-type: none"> Advance up to 8 soil borings up to 50.0 feet below ground surface (bgs) to be converted into temporary monitoring wells Advance up to 14 geoprobe soil borings extending to depths ranging from 5 to 20 feet bgs Collect up to 48 soil and 10 groundwater samples (including QA/QC samples) for PFAS analysis, and up to 9 soil samples to evaluate topsoil and other shallow soils for waste characterization analysis parameters including TCLP VOC, TCLP SVOC, TCLP RCRA 8 metals and total PFAS. Laboratory will rush data delivery to provide (non-characterization sample) PFAS data by end of day April 8th. Costs include on-site temporary soil cutting storage (disposal fees will be determined upon receipt of analytical data and will be submitted under separate cover) 	
Additional Reporting Cost (to be added to original ECMP fee)	\$1,950
Project Management	\$8,500
TOTAL: <u> </u> \$142,150	

Authorization and acceptance of this Contract includes acceptance of the terms above, including all attachments and all documents incorporated by reference above. Terms of Payment: 0 % upon execution of Contract; subsequent invoices due on receipt. This contract and the listed fees are valid for a term of **60** days.

This Contract is subject to and governed by the Terms and Conditions appearing on the reverse side hereof, including provisions limiting remedies and disclaiming warranties.

Authorized by Client: Portage Public Schools By: _____ Date: _____ (Signature) Name: _____ Title: _____ Email: _____ Phone: _____	Accepted by Consultant: Triterra By:  _____ Date: <u>March 26, 2026</u> Name: <u>Mary Napier-Hoeh</u> Title: <u>Director – Remediation Services</u>
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TERMS AND CONDITIONS

These Terms and Conditions govern and are applicable to services rendered by Triterra, LLC (hereinafter "Consultant"), to the "Client" identified in the proposal or work order, including any subsequent amendments or change orders (collectively the "Proposal"), issued by Consultant with these Terms and Conditions.

1. **Scope of Services.** The specific professional services (the "Services") to be performed by Consultant on behalf of Client shall be as described in and authorized by the Proposal. Any additional services performed by Consultant for Client at Client's request shall also be subject to these Terms and Conditions except as otherwise provided and acknowledged by Consultant in writing. Client acknowledges and agrees that, except as otherwise specifically provided herein, Consultant is an independent contractor and that Consultant reserves the right to subcontract all or any portion of the Services.
2. **Estimates of Costs.** Any estimates or opinions of costs made by Consultant in Proposals or otherwise are made on the basis of Consultant's judgment as an experienced and qualified environmental consultant and are based on project and site information actually known by Consultant, Consultant's current Schedule of Fees (as defined below), and the anticipated costs of materials, supplies, laboratories, subcontractors, and other components of the project. However, Client acknowledges and agrees that Consultant cannot and does not guarantee that total costs will not vary from estimates prepared by Consultant. The Proposal shall not be considered a "fixed price," "flat fee," or "lump sum" contract or agreement, unless specifically set forth in the Proposal.
3. **Fees and Compensation.** Except as otherwise specifically noted in the Proposal, Client shall be billed and pay for the Services on a time and materials basis based upon Consultant's standard schedule of fees and rates (the "Schedule of Fees"), as adjusted by Consultant from time to time. Services required to be performed on weekends or legal holidays or during non-standard business hours because of circumstances beyond Consultant's reasonable control shall be billed at 150% of the applicable standard rate set forth in the current Schedule of Fees. All costs and expenses billable to Client, including the costs of materials, supplies, rented equipment, permits, bonds, subcontractors, and laboratories, shall be subject to a 15% administrative mark-up. In the event that Consultant is required to provide documents, information, or testimony related to Services rendered to or on behalf of Client pursuant to a subpoena or other order issued by a court or governmental agency, Client shall be responsible for Consultant's costs, expenses, and fees incurred in responding to or complying with the subpoena or order, including charges for time spent by Consultant in accordance with the current Schedule of Fees.
4. **Billing and Payment.** Except as otherwise specifically noted in the Proposal, Client will be invoiced periodically at Consultant's discretion for Services performed by Consultant. Fixed price Proposals will be invoiced on a percentage-completed basis. All invoices shall be due and payable in full upon receipt. Past due balances shall bear interest at the rate of 1.5% per month, or the maximum amount allowed by applicable law, whichever is less, beginning thirty (30) days from the date of the invoice. In the event that Client fails to pay any amount in full when due, Consultant may, at its sole option, suspend the performance of Services until payment in full is received or terminate the performance of Services. The suspension or termination of the performance of Services by Consultant, or the continuation of the performance of Services, shall not in any way affect Client's liability for payment with respect to Services previously rendered and Consultant shall not be responsible for, nor liable to Client with respect to, any fines or penalties imposed upon or against Client as a result of delays resulting from Consultant's exercise of its rights under this provision. Client shall be liable for all costs incurred by Consultant in attempting to enforce these Terms and Conditions or to collect overdue payments from Client, including actual attorney fees and court costs.
5. **Release and Submission of Reports and Data.** All data, information, documentation, and reports generated, gathered, created, ordered, or received by Consultant in the performance of Services are and remain proprietary in nature and Consultant shall have no obligation whatsoever to release such data, information, documentation, or reports until all invoices and charges related to the development of such data, information, documentation, and reports are paid in full. Client acknowledges and agrees that it remains solely responsible for the preparation and filing of all forms, notices, and reports of any kind required by any local, state, or federal law, ordinance, or regulation and that Consultant shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement unless specifically set forth in the Proposal.
6. **Hazardous and Waste Materials.** Client acknowledges and agrees that, unless expressly provided for in the Proposal, Consultant has had no role in generating, treating, storing, or disposing or arranging for the disposal of any hazardous substances, hazardous waste, toxic substances, pollutants, or contaminants which may be present at or near any project site (collectively "Waste Materials"), as such terms are defined or contemplated by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq.* ("CERCLA"), and/or Parts 201, 211, or 213 of the Natural Resources and Environmental Protection Act, MCL 324.21301 *et seq.* ("NREPA"), or any other local, state, or federal law, ordinance, or regulation pertaining to such substances or the environment, and that Consultant has not benefited from the processes that produced such Waste Materials. Any Waste Materials generated, treated, stored, disposed of, or otherwise encountered during the performance of Services by Consultant shall at no time be considered or become the property of Consultant. Client understands that Waste Materials may be generated or encountered during the normal course of performance of the Services, potentially requiring the removal, temporary storage, and disposal of the Waste Materials. Client agrees to the temporary storage of such Waste Materials at the project site and assumes all risk for safeguarding the Waste Materials from vandalism, tampering, theft, and other damage.
7. **Site Access and Control.** Client grants a right of entry to the project site to Consultant and Consultant's employees, agents, and subcontractors for the purpose of performing the Services, and Client acknowledges and agrees that it is and shall remain in control of the project site at all times and that Consultant is not an "operator," as defined by CERCLA and/or NREPA, of the project site or facility where Consultant is performing the Services. If client does not own a project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant, unless Client notifies Consultant otherwise in writing, and Client shall be responsible for payment of any costs and expenses associated with gaining access, including entry and permit fees and the costs of bonds. If the performance of the Services results in damage to or the alteration of the project site, other than otherwise avoidable damage or alteration resulting from Consultant's gross negligence, Client agrees to pay the costs of restoring the project site to its original condition.
8. **Site Conditions.** Client agrees to promptly disclose to Consultant prior to the commencement of the Services any information pertaining to the project site that impacts the performance of the Services by Consultant or the health and safety of Consultant's employees and subcontractors, site personnel, or the public. Client acknowledges that the discovery or suspected discovery of Waste Materials during the performance of the Services may require that special and/or immediate measures be undertaken to protect the health and safety of Consultant's employees and subcontractors, site personnel, and/or the public, and Client shall be responsible for any costs or expenses incurred by Consultant with respect thereto, irrespective of whether such costs or expenses were or could have been included in the Proposal. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, underground storage tanks and piping, utility lines, wells, foundations, pipes, drains, and sewer lines, on, at, within, or under each project site.
9. **Indemnification and Limitation of Liability.** Client shall indemnify, hold harmless, and defend Consultant and its members, shareholders, directors, officers, employees and/or agents from and against any and all losses, damages, claims, liabilities, fines, penalties, costs, and expenses, including actual attorney fees and court costs, which any or all of them may incur, be otherwise responsible for, or pay out as a result of bodily injury (including death) to any person, damage (including loss of use) to any real or personal property (including utilities or subterranean structures), or injury or damage to the environment generally (including the public trust in natural resources), arising out of or related to the performance of the Services or Client's breach of these Terms and Conditions, except for such injuries or damages resulting directly from the gross negligence or willful misconduct of Consultant. Any liability of Consultant to Client related to the performance of Services by Consultant shall be limited to \$1,000,000 in connection with the Proposal under which the Services giving rise to the liability were performed. Any claims against Consultant shall be barred if not brought within one year of the earlier of the date upon which the acts or omissions giving rise to such claim were committed or the completion or termination of the performance of the Services under the Proposal.
10. **Standard of Care and Disclaimer of Warranties.** Client acknowledges and agrees that conditions can vary between sampling points and with time, and that the assumptions, interpretations, opinions, conclusions, and recommendations of Consultant are based solely on data known to Consultant, which can result in changes in the assumptions, interpretations, opinions, conclusions, and recommendations over time or in response to additional data. Client further acknowledges and agrees that nothing contained herein nor in any Proposal shall be considered or amount to a guarantee by Consultant of any particular outcome. Client further acknowledges and agrees that the fields of science and engineering, associated technologies, and accepted practices, as well as applicable laws, standards, guidelines, and regulations, are constantly developing and changing, and that there are variances and inconsistencies between the laws, standards, guidelines, and regulations of different agencies and jurisdictions (as well as the application thereof), requiring the exercise of discretion and professional judgment by Consultant. Consultant will select the methods and/or procedures it considers appropriate to accomplish the intended result, and Client's acceptance of a Proposal signifies concurrence with the methods and procedures selected by Consultant. As part of the Services, Consultant may retain, hire, or subcontract with laboratories or subcontractors of Consultant's choosing for the performance of analytical testing or other services, and Consultant assumes no responsibility for claims or losses arising from the negligence or errors and omissions of such laboratories or subcontractors. There are no warranties, either express or implied, which are not expressly set forth in the Proposal or these Terms and Conditions, and Consultant makes NO WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE with respect to any of the Services, goods, materials, or equipment sold or furnished by Consultant.
11. **Force Majeure.** Client and Consultant shall be excused for the period of any delay in the performance of any non-monetary obligations under these Terms and Conditions when substantially prevented from so doing by labor disputes (beyond the party's control), civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any necessary material or service, or acts of God.
12. **Governing Law and Venue.** These Terms and Conditions shall be governed and construed for all purposes under and in accordance with the laws of the State of Michigan, without given effect such State's choice of laws principles. Any action brought to challenge or enforce these Terms and Condition shall be brought in the courts of Ingham County, Michigan; provided, however, that an action to foreclose on a construction lien claimed by Consultant as a result of Services rendered hereunder shall be brought in the county where the underlying real property is located and any other related claims may be joined in such action.

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
CENTRAL HIGH SCHOOL, ROOM #1136
APRIL 13, 2026, 6:30 P.M.**

Note Page

IX. Action Items

7. Approve LCE Easement Request

Recommended Motion

Motion offered by _____, seconded by _____, that the Board of Education approve the easements identified as Easement Nos. 50, 51, and 52 as presented, and authorize Russ Gerbers, Assistant Superintendent of Operations, to execute all pertinent documentation related to said easements on behalf of Portage Public Schools.

To: Johnny Edwards, Superintendent
From: Russ Gerbers, Assistant Superintendent of Operations
CC: Paula Johnson, Director of Finance
Date: April 13, 2026
Re: Lake Center Easements

RECOMMENDATION

I recommend that the Board of Education approve the easements identified as Easement Nos. 50, 51, and 52 as presented, and authorize Russ Gerbers, Assistant Superintendent of Operations, to execute all pertinent documentation related to said easements on behalf of Portage Public Schools.

BACKGROUND INFORMATION

The City of Portage has requested permanent easements along the frontage of Lake Center Elementary School as part of a multi-year reconstruction project along the Portage Road corridor. The project includes the installation of a 10-foot-wide non-motorized pathway on the east side of Portage Road, designed to improve accessibility and safety for pedestrians, cyclists, and other non-motorized users. The pathway will extend across the school's frontage and requires easements on three separate parcels owned by Portage Public Schools, since the Lake Center property spans multiple tax parcels. In addition to the permanent easement for the pathway, temporary grading permits are included to allow for construction activities and site restoration during the project. Once completed, the City will be responsible for maintaining the pathway and restoring any disturbed areas associated with construction.

The easement documents include valuation estimates for the areas being granted to the City of Portage; however, if approved Portage Public Schools would provide the easements as a voluntary donation rather than accepting compensation. The valuation statements estimate the following amounts based on an assessed value of \$3.44 per square foot (approximately \$150,000 per acre):

- Easement #50 - Parcel 0035-005-O: 1,025 sq. ft. permanent easement and 2,645 sq. ft. temporary grading permit, valued at \$4,436.
- Easement #51 - Parcel 00035-001-O: 4,229 sq. ft. permanent easement and 4,580 sq. ft. temporary grading permit, valued at \$16,154.
- Easement #52 - Parcel 00026-170-A: 839 sq. ft. permanent easement and 1,735 sq. ft. temporary grading permit, valued at \$3,484.

In total, the estimated value of the easements and temporary grading areas is \$24,074, which the District is donating to support the project.



February 9, 2026

Mr. Russell Gerbers
Assistant Superintendent of Operations
Portage Public Schools

Subject: Easements for Lake Center Elementary

Dear Mr. Gerbers,

As you are aware the City of Portage is in the process of a multi-year project to reconstruct the Portage Road corridor to enhance useability for all modes of transport, including non-motorized. In the phase of construction planned for this year (2026), a 10' wide pathway is planned on the east side of the corridor that will extend across the frontage of Lake Center Elementary. Enclosed are the permanent easement documents, temporary grading permits for construction, and donation forms to grant the easement area to the city to facilitate the corridor improvements. There are three of each form, organized by parcel, since the school is located on three separate parcels.

We ask that you please sign and complete the forms for the easement areas and return to us as soon as possible in order to keep with our anticipated construction schedule.

Please feel free to contact us with any specific questions or concerns regarding this project. Contact information for the Director, Deputy Director, and City Engineer has also been enclosed.

When completed the forms can be returned to the address below:

City of Portage
Department of Transportation and Utilities
7719 S Westnedge Ave.
Portage, MI 49002

Sincerely,

Michael Smoter, PE
Chief City Engineer
City of Portage

Encl: Easement Pack #50, Easement Pack #51, Easement Pack #52, Easement Map, City Contacts



Since the Lake Center Elementary School is comprised of 3 separate parcels fronting Portage Road, a separate easement for each parcel is required to construct the trail.

#52 Easement Area

#51 Easement Area

#50 Easement Area

VALUATION STATEMENT

#50

Property Owner(s): PORTAGE PUBLIC SCHOOLS, a Michigan School District
Mailing Address: 8107 Portage Road, Portage, MI 49002
Subject Property: ID# 00035-005-O
Address: 10029 Portage Road, Portage, MI 49002
Property Class: 202 Commercial
Zoning: Vacant
R-1B

Area to be acquired: 1,025 SFT – Permanent Easement & General Right of Way Grant
2,645 SFT – Temporary Grading Permit

Price per Market Study	\$3.44	(\$150,000 – Acre)
x	\$3,526.00	Permanent Easement & General ROW Grant
x10%	\$910.00	Temporary Grading Permit
Total Just Compensation	\$4,436.00	

Total Compensation Paid to Landowner Voluntary Donation

ADDITIONAL INFORMATION:

City of Portage – Portage Road 360 Lancelot Court to Lakeview Drive Project:

The values above are based upon an Assessor's Report dated January 2026.

PORTAGE PUBLIC SCHOOLS, a Michigan School District:

By: _____ Date: _____
Title:

PROPERTY TAX ID # 00035-005-O	NAME: Portage Schools
JOB: Portage Road 360 – Lancelot Court to Lakeview Drive MCA#1039-24-12884	PARCEL: # 50

CITY OF PORTAGE**PERMANENT EASEMENT AND GENERAL RIGHT-OF-WAY GRANT**

KNOW ALL MEN BY THESE PRESENTS that **PORTAGE PUBLIC SCHOOLS, a Michigan School District**, whose mailing address is 8107 Mustang Drive, Portage, MI 49002, and owner of the subject property known as:

TAX ID# 00035-005-O at 10029 Portage Road, Portage, MI 49002, Grantor, for and in consideration of the sum of Less than One Hundred Dollars (\$100.00) paid to it by the CITY OF PORTAGE, a Michigan Municipal Corporation, Grantee, whose address is 7900 Shaver Road, Portage, Michigan 49002, do hereby convey, grant and release to the said Grantee, a permanent and perpetual permanent easement and general right-of-way ("Easement") for the use, over, across, under and through the parcel of land situated in the City of Portage, in the County of Kalamazoo, State of Michigan, and described in the **PERMANENT EASEMENT EXHIBIT "A"** annexed to this grant, and to enter upon said Easement for the purpose of the construction, operation, maintenance, repair and/or replacement thereof. Inasmuch as the Grantee is acquiring said Easement for the use of the Public, Grantor agrees to make the Easement accessible to the Grantee and allow unrestricted and open use of such Easement.

Adjacent Premises. If premises owned by Grantor adjacent to the Easement shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the Grantee, except that any existing trees, shrubs, and other structures and all soil, gravel or earth, the removal or demolition of which shall be required for the reasonable exercise of the foregoing powers, shall be removed or demolished at the sole expense of the Grantee.

Temporary Use of Adjacent Premises. Grantee may use land adjacent to the Easement temporarily for construction purposes during the construction of the Easement. Grantee.

Indemnification. Grantee agrees to defend, indemnify, and save Grantor harmless from any loss, damage, or expense in the nature of a legal liability which the Grantor may suffer, incur or sustain, or for which the Grantor may become liable, arising or growing out of any injury or damage to persons or to real or personal property arising by reason of the existence, use, operation, installation, maintenance, repair, removal, replacement or inspection of the Easement or caused by the act, acts and/or negligence of Grantee, or its contractors, subcontractors, agents or representatives, or any of them, in the prosecution of work performed in the Easement or in connection therewith.

Hold Harmless. The Grantee hereby agrees to save and hold the Grantor harmless from any and all claims, debts, causes of action, or judgments for any damage to property and/or injury to any person which may arise out of any construction within or use of the Easement by the Grantee, its agents, employees, representatives, contractors, successors, or assigns.

Rules and Regulations. Grantee shall have the sole right to impose rules and regulations on the use of the Easement and to post rules and regulations in proximity to the Easement. Grantor understands parking spaces within the easement area will be stripped by the Grantee and parking in the stripped area is prohibited.

Maintenance. Grantee shall maintain the Easement and be responsible for any maintenance, repairs, or replacement work to be performed on the Easement required as a result of the Grantee's use of the Easement. Grantee may enter the Easement for the purpose of performing maintenance, repairs, and replacement work. While Grantee is performing any particular work upon the Easement, Grantee will have a temporary easement to enter only that portion of adjacent property owned by Grantor that is contiguous to the Easement where that particular work is being performed and that is necessary to permit the Grantee to perform that particular work. Any work on the Easement will be performed in an orderly manner and during any such work Grantee will not permit any rubbish or debris to accumulate on the Easement, except for construction materials to be used in the ordinary course of construction and/or maintenance and repair.

Non-Exclusive Grant. Grantor may grant to any public authority or private utility company easements over, across, under or within the Easement for the installation, maintenance, repair and replacement of public or private utilities; provided, however, any such easement shall not unreasonably interfere with the use of the path upon the Easement, and Grantor shall be solely responsible for repairing or restoring to its previous condition any damage or alteration to the path caused thereby.

Miscellaneous. This contract shall be governed by and construed in accordance with the laws of the State of Michigan. The paragraph headings in this contract are for convenience and reference only and in no way define or limit the scope or content of this contract or in any way affect its provisions. This contract may be executed in multiple counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

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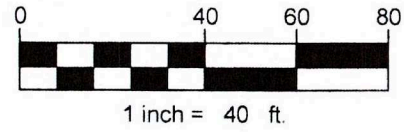
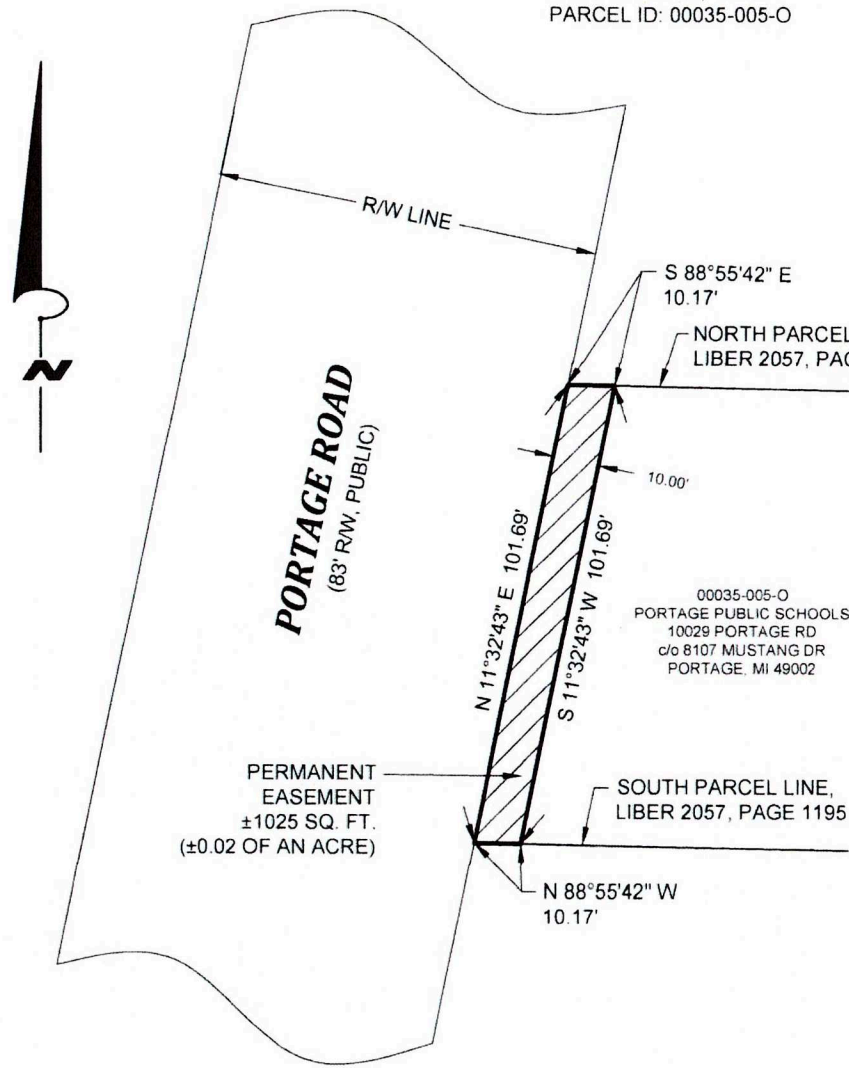
#30

STATE OF MICHIGAN
KALAMAZOO COUNTY
CITY OF PORTAGE
SECTION 35, T. 03 S, R. 11 W

EXHIBIT "A"

THIS IS NOT A
BOUNDARY SURVEY.

PORTAGE PUBLIC SCHOOLS
10029 PORTAGE ROAD
PORTAGE MI, 49002
PARCEL ID: 00035-005-O



EASEMENT DESCRIPTION :

A STRIP OF LAND 10.00 FEET IN WIDTH LYING EAST OF AND HAVING A WEST LINE COINCIDENT WITH THE EAST RIGHT OF WAY LINE OF PORTAGE ROAD OF THE LAND DESCRIBED IN LIBER 2057, PAGE 1195 OF THE KALAMAZOO COUNTY RECORDS.

SUBJECT TO SURVEY

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, INTERNATIONAL FEET.

JUSTIN W. MOORE PS - 4001071324



433 E. RANSOM ST. KALAMAZOO, MI. 49007
269.327.3532
www.gowightman.com

CLIENT: CITY OF PORTAGE
PROJECT: PORTAGE ROAD 360

JOB No. 241336
DATE: SEPTEMBER 08, 2025
SCALE: 1" = 40'

PERMANENT
EASEMENT

6-PORTAGE PUBLIC SCHOOLS

11-241336 City of Portage - Portage Road Lake Corridor Improvement - Drawn by: Justin W. Moore Date: 9/8/2025 2:30:23 PM THE REPRODUCTION, COPYING OR OTHER USE OF THIS DRAWING WITHOUT WRITTEN CONSENT IS PROHIBITED. © 2025 WIGHTMAN & ASSOCIATES, INC.

#50

TEMPORARY GRADING PERMIT

This information required by Act 286, P.A. of 1964, in order to grant the City of Portage access to the property.

As a Voluntary Donation,

the grantors: **PORTAGE PUBLIC SCHOOLS, a Michigan School District,**

whose mailing address is 8107 Mustang Drive, Portage, MI 49002

grants to **City of Portage (the City)**, whose address is 7900 Shaver Road Portage, Michigan 49002, a 2,645-square feet Temporary Grading Permit to the City including, but not limited to, the right to enter the property in the designated area to perform earthwork and grading activities as designed and to restore the impacted surfaces to similar conditions.

Also included is the right to remove trees, shrubs, and vegetation as necessary in the judgment of the City as designed on the attached plans for the Portage Road 360 – Lancelot Court to Lakeview Drive Project.

Improvements and restoration are without cost to the landowner and intended to benefit the landowner to blend together the property with the new sidewalk/trail and road improvements.

Said temporary grading permit limits are shown on the attached Portage Road Reconstruction Project, provided by Wightman, pages C009 & C010, on the parcel of land situated at:

10029 Portage Road, Portage, MI 49002. Said Temporary Grading Easement shall expire upon completion of the project.

PORTAGE PUBLIC SCHOOLS, a Michigan School District:

By: _____
Title:

_____ Date

Contact:

Phone: _____

Email: _____

PROPERTY TAX ID # 00035-005-O	NAME: Portage Public Schools
JOB: Portage Road 360 – Lancelot Court to Lakeview Drive MCA#1039-24-12884	PARCEL: # 50

DONATION

to
CITY OF PORTAGE

This information is required by the LPA in order for a property owner to donate the easement and/or permit.

PROPERTY OWNER: PORTAGE PUBLIC SCHOOLS, a Michigan School District

MAILING ADDRESS: 8107 Mustang Drive Portage, MI 49002

SUBJECT TAX ID NO.: 00035-005-0

SUBJECT ADDRESS: 10029 Portage Road, Portage, MI 49024

Just Compensation determined by: Waiver Valuation
 Assessor's Report
 Not determined (Participating Governmental Entity)

Rights to be acquired:	\$3,526.00	Permanent Easement & ROW Grant
	\$910.00	Temporary Grading Permit
	<u>\$4,436.00</u>	TOTAL JUST COMPENSATION WAIVED

The undersigned owner(s) of the subject property identified above agrees with the following statements:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- I/We agree that the decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We will execute the necessary instrument of conveyance upon presentation by agents or representatives of the Agency.

<input type="checkbox"/> Participating Government Entity Donation	The authorized individual signing on behalf of the participating governmental entity understands in addition to the above statements, that the entity has the right to a valuation/appraisal and the right to accompany the appraiser if an appraisal is warranted. The entity is electing to: <input type="checkbox"/> Donate the property and waive the right to a valuation/appraisal. <input type="checkbox"/> Donate the property, however, requests a valuation/appraisal be completed by Agency.
-------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PORTAGE PUBLIC SCHOOLS, a Michigan School District:

By:

Date

Title:

LPA Approval: City of Portage:

By: Jamie Harmon PE, Deputy Director

Date

JOB: City of Portage – Portage Road 360 – Lancelot Court to Lakeview Drive Project

MCA#1039-24-12884

VALUATION STATEMENT

#51

Property Owner(s): PORTAGE PUBLIC SCHOOLS, a Michigan School District

Mailing Address: 8107 Portage Road, Portage, MI 49002

Subject Property: ID# 00035-001-O

Property Class: 201 Commercial Improved

Address: 10011 Portage Road, Portage, MI 49002

Zoning: R-1B

Area to be acquired: 4,229 SFT – Permanent Easement & General Right of Way Grant
4,580 SFT – Temporary Grading Permit

Price per Market Study	\$3.44	(\$150,000 – Acre)
x	\$14,578.00	Permanent Easement & General ROW Grant
x10%	\$1,576.00	Temporary Grading Permit
Total Just Compensation	\$16,154.00	

Total Compensation Paid to Landowner Voluntary Donation

ADDITIONAL INFORMATION:

City of Portage – Portage Road 360 Lancelot Court to Lakeview Drive Project:

The values above are based upon an Assessor's Report dated January 2026.

PORTAGE PUBLIC SCHOOLS, a Michigan School District:

By: _____
Title:

Date: _____

PROPERTY TAX ID # 00035-001-O	NAME: Portage Schools
JOB: Portage Road 360 – Lancelot Court to Lakeview Drive MCA#1039-24-12884	PARCEL: # 51

CITY OF PORTAGE

PERMANENT EASEMENT AND GENERAL RIGHT-OF-WAY GRANT

KNOW ALL MEN BY THESE PRESENTS that PORTAGE PUBLIC SCHOOLS, a Michigan School District, whose mailing address is 8107 Mustang Drive, Portage, MI 49002, and owner of the subject property known as:

TAX ID# 00035-001-O at 10011 Portage Road, Portage, MI 49002, Grantor, for and in consideration of the sum of Less than One Hundred Dollars (\$100.00) paid to it by the CITY OF PORTAGE, a Michigan Municipal Corporation, Grantee, whose address is 7900 Shaver Road, Portage, Michigan 49002, do hereby convey, grant and release to the said Grantee, a permanent and perpetual permanent easement and general right-of-way ("Easement") for the use, over, across, under and through the parcel of land situated in the City of Portage, in the County of Kalamazoo, State of Michigan, and described in the **PERMANENT EASEMENT EXHIBIT "A"** annexed to this grant, and to enter upon said Easement for the purpose of the construction, operation, maintenance, repair and/or replacement thereof. Inasmuch as the Grantee is acquiring said Easement for the use of the Public, Grantor agrees to make the Easement accessible to the Grantee and allow unrestricted and open use of such Easement.

Adjacent Premises. If premises owned by Grantor adjacent to the Easement shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the Grantee, except that any existing trees, shrubs, and other structures and all soil, gravel or earth, the removal or demolition of which shall be required for the reasonable exercise of the foregoing powers, shall be removed or demolished at the sole expense of the Grantee.

Temporary Use of Adjacent Premises. Grantee may use land adjacent to the Easement temporarily for construction purposes during the construction of the Easement. Grantee.

Indemnification. Grantee agrees to defend, indemnify, and save Grantor harmless from any loss, damage, or expense in the nature of a legal liability which the Grantor may suffer, incur or sustain, or for which the Grantor may become liable, arising or growing out of any injury or damage to persons or to real or personal property arising by reason of the existence, use, operation, installation, maintenance, repair, removal, replacement or inspection of the Easement or caused by the act, acts and/or negligence of Grantee, or its contractors, subcontractors, agents or representatives, or any of them, in the prosecution of work performed in the Easement or in connection therewith.

Binding Agreement. This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures this day _____, 2026.

PORTAGE PUBLIC SCHOOLS, a Michigan School District:

By:
Title:

STATE OF MICHIGAN)
) ss
COUNTY OF KALAMAZOO)

On this day _____, 2026, before me personally came _____ for **PORTAGE PUBLIC SCHOOLS, a Michigan School District**, who acknowledges that he/she has read the foregoing Permanent Easement and General Right-of-Way Grant and knows the contents thereof, and that they the authority to execute the foregoing easement grant and acknowledges that they executed the same as a free act and deed.

Notary Public

County

My Commission Expires: _____

Acting in Kalamazoo County

PREPARED BY:
Metro Consulting Associates
Gail Morton, SR/WA
809 Drury Lane
Portage, MI 49002

RETURN AFTER RECORDING TO:
Metro Consulting Associates.
Gail Morton, SR/WA
809 Drury Lane
Portage, MI 49002

Hold Harmless. The Grantee hereby agrees to save and hold the Grantor harmless from any and all claims, debts, causes of action, or judgments for any damage to property and/or injury to any person which may arise out of any construction within or use of the Easement by the Grantee, its agents, employees, representatives, contractors, successors, or assigns.

Rules and Regulations. Grantee shall have the sole right to impose rules and regulations on the use of the Easement and to post rules and regulations in proximity to the Easement. Grantor understands parking spaces within the easement area will be stripped by the Grantee and parking in the stripped area is prohibited.

Maintenance. Grantee shall maintain the Easement and be responsible for any maintenance, repairs, or replacement work to be performed on the Easement required as a result of the Grantee's use of the Easement. Grantee may enter the Easement for the purpose of performing maintenance, repairs, and replacement work. While Grantee is performing any particular work upon the Easement, Grantee will have a temporary easement to enter only that portion of adjacent property owned by Grantor that is contiguous to the Easement where that particular work is being performed and that is necessary to permit the Grantee to perform that particular work. Any work on the Easement will be performed in an orderly manner and during any such work Grantee will not permit any rubbish or debris to accumulate on the Easement, except for construction materials to be used in the ordinary course of construction and/or maintenance and repair.

Non-Exclusive Grant. Grantor may grant to any public authority or private utility company easements over, across, under or within the Easement for the installation, maintenance, repair and replacement of public or private utilities; provided, however, any such easement shall not unreasonably interfere with the use of the path upon the Easement, and Grantor shall be solely responsible for repairing or restoring to its previous condition any damage or alteration to the path caused thereby.

Miscellaneous. This contract shall be governed by and construed in accordance with the laws of the State of Michigan. The paragraph headings in this contract are for convenience and reference only and in no way define or limit the scope or content of this contract or in any way affect its provisions. This contract may be executed in multiple counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

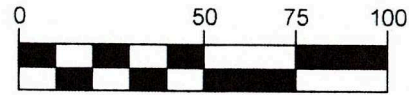
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STATE OF MICHIGAN
KALAMAZOO COUNTY
CITY OF PORTAGE
SECTION 35, T. 03 S, R. 11 W

EXHIBIT "A"

THIS IS NOT A
BOUNDARY SURVEY.

PORTAGE PUBLIC SCHOOLS
10011 PORTAGE ROAD
PORTAGE MI, 49002
PARCEL ID: 00035-001-O



1 inch = 50 ft.



BACON AVENUE

(66' R/W, PUBLIC)

S 88°55'42" E
12.21'

NORTH PARCEL LINE,
DOCUMENT NO. 2007-003306
(NORTH LINE OF SECTION 35)

R/W LINE

EASEMENT DESCRIPTION :

A STRIP OF LAND 12.00 FEET IN WIDTH
LYING EAST OF AND HAVING A WEST
LINE COINCIDENT WITH THE EAST RIGHT
OF WAY LINE OF PORTAGE ROAD OF
THE LAND DESCRIBED IN DOCUMENT
NO. 2007-003306 OF THE KALAMAZOO
COUNTY RECORDS.

SUBJECT TO SURVEY

SUBJECT TO ANY AND ALL EASEMENTS
AND RESTRICTIONS OF RECORD, OR
OTHERWISE.

PORTAGE ROAD
(R/W VARIES, PUBLIC)

12.00'

SUBJECT TO ANY FACTS THAT MAY BE
DISCLOSED IN A FULL AND ACCURATE
TITLE SEARCH.

BEARINGS ARE BASED ON THE
MICHIGAN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE, INTERNATIONAL
FEET.

00035-001-O
PORTAGE PUBLIC SCHOOLS
10011 PORTAGE RD
c/o 8107 MUSTANG DR
PORTAGE, MI 49002

PERMANENT
EASEMENT
±4229 SQ. FT.
(±0.10 OF AN ACRE)

SOUTH PARCEL LINE,
DOCUMENT NO. 2007-003306

N 88°55'42" W 12.20'

JUSTIN W. MOORE PS - 4001071324



433 E. RANSOM ST. KALAMAZOO, MI. 49007
269.327.3532
www.gowightman.com

CLIENT: CITY OF PORTAGE
PROJECT: PORTAGE ROAD 360

JOB No. 241336
DATE NOVEMBER 26, 2025
SCALE 1" = 40'

PERMANENT
EASEMENT

7-PORTAGE PUBLIC SCHOOLS

#51

TEMPORARY GRADING PERMIT

This information required by Act 286, P.A. of 1964, in order to grant the City of Portage access to the property.

As a Voluntary Donation,

the grantors: **PORTAGE PUBLIC SCHOOLS, a Michigan School District,**

whose mailing address is 8107 Mustang Drive, Portage, MI 49002

grants to **City of Portage (the City)**, whose address is 7900 Shaver Road Portage, Michigan 49002, a 4,580-square feet Temporary Grading Permit to the City including, but not limited to, the right to enter the property in the designated area to perform earthwork and grading activities as designed and to restore the impacted surfaces to similar conditions.

Also included is the right to remove trees, shrubs, and vegetation as necessary in the judgment of the City as designed on the attached plans for the Portage Road 360 – Lancelot Court to Lakeview Drive Project.

Improvements and restoration are without cost to the landowner and intended to benefit the landowner to blend together the property with the new sidewalk/trail and road improvements.

Said temporary grading permit limits are shown on the attached Portage Road Reconstruction Project, provided by Wightman, pages C009 & C010, on the parcel of land situated at:

10011 Portage Road, Portage, MI 49002. Said Temporary Grading Easement shall expire upon completion of the project.

PORTAGE PUBLIC SCHOOLS, a Michigan School District:

By: _____
Title: _____

_____ Date

Contact:

Phone: _____

Email: _____

PROPERTY TAX ID # 00035-001-O	NAME: Portage Public Schools
JOB: Portage Road 360 – Lancelot Court to Lakeview Drive MCA#1039-24-12884	PARCEL: # 51

DONATION

to
CITY OF PORTAGE

This information is required by the LPA in order for a property owner to donate the easement and/or permit.

PROPERTY OWNER: PORTAGE PUBLIC SCHOOLS, a Michigan School District

MAILING ADDRESS: 8107 Mustang Drive Portage, MI 49002

SUBJECT TAX ID NO.: 00035-001-0

#51: SUBJECT ADDRESS: 10011 Portage Road, Portage, MI 49024

Just Compensation determined by: Waiver Valuation
 Assessor's Report
 Not determined (Participating Governmental Entity)

Rights to be acquired:	<u>\$14,578.00</u>	Permanent Easement & ROW Grant
	<u>\$1,576.00</u>	Temporary Grading Permit
	<u>\$16,154.00</u>	TOTAL JUST COMPENSATION WAIVED

The undersigned owner(s) of the subject property identified above agrees with the following statements:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- I/We agree that the decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We will execute the necessary instrument of conveyance upon presentation by agents or representatives of the Agency.

<input type="checkbox"/> Participating Government Entity Donation	The authorized individual signing on behalf of the participating governmental entity understands in addition to the above statements, that the entity has the right to a valuation/appraisal and the right to accompany the appraiser if an appraisal is warranted. The entity is electing to: <input type="checkbox"/> Donate the property and waive the right to a valuation/appraisal. <input type="checkbox"/> Donate the property, however, requests a valuation/appraisal be completed by Agency.
-------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PORTAGE PUBLIC SCHOOLS, a Michigan School District:

By: _____ Date _____
Title: _____

LPA Approval: City of Portage:

By: _____ Date _____
JOB: City of Portage – Portage Road 360 – Lancelot Court to Lakeview Drive Project | MCA#1039-24-12884

VALUATION STATEMENT

#52

Property Owner(s): PORTAGE PUBLIC SCHOOLS, a Michigan School District

Mailing Address: 8107 Portage Road, Portage, MI 49002

Subject Property: ID# 00026-170-A

Property
Class

202 Commercial
Vacant

Address: 9999 Portage Road, Portage, MI 49002

Zoning:

R-1B

Area to be acquired: 839 SFT – Permanent Easement & General Right of Way Grant
1,735 SFT – Temporary Grading Permit

Price per Market Study \$3.44 (\$150,000 – Acre)

x \$2,887.00 Permanent Easement & General ROW Grant

x10% \$597.00 Temporary Grading Permit

Total Just Compensation \$3,484.00

Total Compensation Paid to Landowner Voluntary Donation

ADDITIONAL INFORMATION:

City of Portage – Portage Road 360 Lancelot Court to Lakeview Drive Project:

The values above are based upon an Assessor's Report dated January 2026.

PORTAGE PUBLIC SCHOOLS, a Michigan School District:

By: _____
Title:

Date: _____

PROPERTY TAX ID # 00026-170-A

NAME:
Portage Schools

JOB: Portage Road 360 – Lancelot Court to Lakeview Drive
MCA#1039-24-12884

PARCEL: # 52

CITY OF PORTAGE**PERMANENT EASEMENT AND GENERAL RIGHT-OF-WAY GRANT**

KNOW ALL MEN BY THESE PRESENTS that **PORTAGE PUBLIC SCHOOLS, a Michigan School District**, whose mailing address is 8107 Mustang Drive, Portage, MI 49002, and owner of the subject property known as:

TAX ID# 00026-170-A at 9999 Portage Road, Portage, MI 49002, Grantor, for and in consideration of the sum of Less than One Hundred Dollars (\$100.00) paid to it by the CITY OF PORTAGE, a Michigan Municipal Corporation, Grantee, whose address is 7900 Shaver Road, Portage, Michigan 49002, do hereby convey, grant and release to the said Grantee, a permanent and perpetual permanent easement and general right-of-way ("Easement") for the use, over, across, under and through the parcel of land situated in the City of Portage, in the County of Kalamazoo, State of Michigan, and described in the **PERMANENT EASEMENT EXHIBIT "A"** annexed to this grant, and to enter upon said Easement for the purpose of the construction, operation, maintenance, repair and/or replacement thereof. Inasmuch as the Grantee is acquiring said Easement for the use of the Public, Grantor agrees to make the Easement accessible to the Grantee and allow unrestricted and open use of such Easement.

Adjacent Premises. If premises owned by Grantor adjacent to the Easement shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the Grantee, except that any existing trees, shrubs, and other structures and all soil, gravel or earth, the removal or demolition of which shall be required for the reasonable exercise of the foregoing powers, shall be removed or demolished at the sole expense of the Grantee.

Temporary Use of Adjacent Premises. Grantee may use land adjacent to the Easement temporarily for construction purposes during the construction of the Easement. Grantee.

Indemnification. Grantee agrees to defend, indemnify, and save Grantor harmless from any loss, damage, or expense in the nature of a legal liability which the Grantor may suffer, incur or sustain, or for which the Grantor may become liable, arising or growing out of any injury or damage to persons or to real or personal property arising by reason of the existence, use, operation, installation, maintenance, repair, removal, replacement or inspection of the Easement or caused by the act, acts and/or negligence of Grantee, or its contractors, subcontractors, agents or representatives, or any of them, in the prosecution of work performed in the Easement or in connection therewith.

Hold Harmless. The Grantee hereby agrees to save and hold the Grantor harmless from any and all claims, debts, causes of action, or judgments for any damage to property and/or injury to any person which may arise out of any construction within or use of the Easement by the Grantee, its agents, employees, representatives, contractors, successors, or assigns.

Rules and Regulations. Grantee shall have the sole right to impose rules and regulations on the use of the Easement and to post rules and regulations in proximity to the Easement. Grantor understands parking spaces within the easement area will be stripped by the Grantee and parking in the stripped area is prohibited.

Maintenance. Grantee shall maintain the Easement and be responsible for any maintenance, repairs, or replacement work to be performed on the Easement required as a result of the Grantee's use of the Easement. Grantee may enter the Easement for the purpose of performing maintenance, repairs, and replacement work. While Grantee is performing any particular work upon the Easement, Grantee will have a temporary easement to enter only that portion of adjacent property owned by Grantor that is contiguous to the Easement where that particular work is being performed and that is necessary to permit the Grantee to perform that particular work. Any work on the Easement will be performed in an orderly manner and during any such work Grantee will not permit any rubbish or debris to accumulate on the Easement, except for construction materials to be used in the ordinary course of construction and/or maintenance and repair.

Non-Exclusive Grant. Grantor may grant to any public authority or private utility company easements over, across, under or within the Easement for the installation, maintenance, repair and replacement of public or private utilities; provided, however, any such easement shall not unreasonably interfere with the use of the path upon the Easement, and Grantor shall be solely responsible for repairing or restoring to its previous condition any damage or alteration to the path caused thereby.

Miscellaneous. This contract shall be governed by and construed in accordance with the laws of the State of Michigan. The paragraph headings in this contract are for convenience and reference only and in no way define or limit the scope or content of this contract or in any way affect its provisions. This contract may be executed in multiple counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

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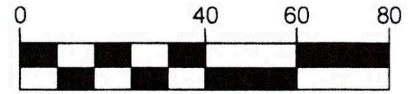
#52

STATE OF MICHIGAN
KALAMAZOO COUNTY
CITY OF PORTAGE
SECTION 26, T. 03 S, R. 11 W

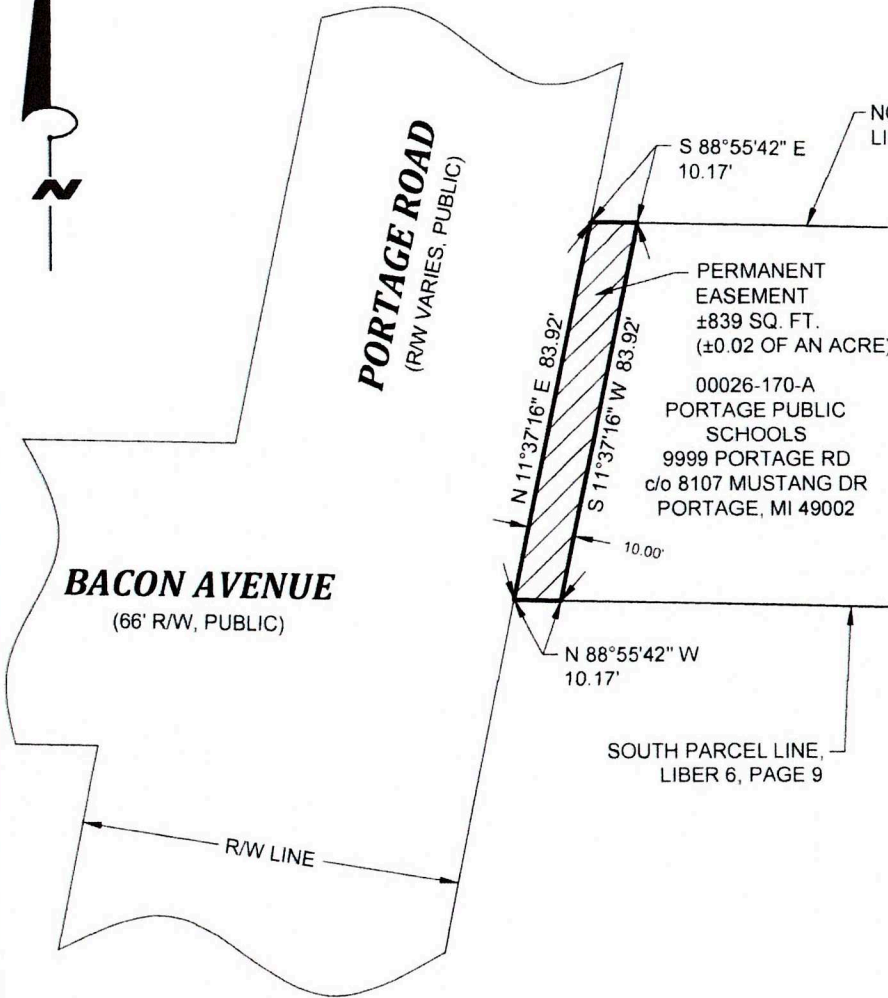
EXHIBIT "A"

THIS IS NOT A
BOUNDARY SURVEY.

PORTAGE PUBLIC SCHOOLS
9999 PORTAGE ROAD
PORTAGE MI, 49002
PARCEL ID: 00026-170-A



1 inch = 40 ft.



EASEMENT DESCRIPTION :

A STRIP OF LAND 10.00 FEET IN WIDTH LYING EAST OF AND HAVING A WEST LINE COINCIDENT WITH THE EAST RIGHT OF WAY LINE OF PORTAGE ROAD OF THE LAND DESCRIBED IN LIBER 6, PAGE 9 OF THE KALAMAZOO COUNTY RECORDS.

SUBJECT TO SURVEY

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, INTERNATIONAL FEET.

JUSTIN W. MOORE PS - 4001071324



433 E. RANSOM ST. KALAMAZOO, MI. 49007
269.327.3532
www.gowightman.com

CLIENT: CITY OF PORTAGE
PROJECT: PORTAGE ROAD 360

JOB No: 241336
DATE: NOVEMBER 26, 2025

SCALE: 1" = 40'

PERMANENT
EASEMENT

8-PORTAGE PUBLIC SCHOOLS

© 2025 City of Portage - Portage Road, 360 Corridor Improvement; Drawing: 850; AutoCAD/Survey; 11/26/2025 10:06:56 AM

THE REPRODUCTION, COPYING OR OTHER USE OF THIS DRAWING WITHOUT WRITTEN CONSENT IS PROHIBITED. © 2025 WIGHTMAN & ASSOCIATES, INC.

#52

TEMPORARY GRADING PERMIT

This information required by Act 286, P.A. of 1964, in order to grant the City of Portage access to the property.

As a Voluntary Donation,

the grantors: **PORTAGE PUBLIC SCHOOLS, a Michigan School District,**

whose mailing address is 8107 Mustang Drive, Portage, MI 49002

grants to **City of Portage (the City)**, whose address is 7900 Shaver Road Portage, Michigan 49002, a 1,735-square foot Temporary Grading Permit to the City including, but not limited to, the right to enter the property in the designated area to perform earthwork and grading activities as designed and to restore the impacted surfaces to similar conditions.

Also included is the right to remove trees, shrubs, and vegetation as necessary in the judgment of the City as designed on the attached plans for the Portage Road 360 – Lancelot Court to Lakeview Drive Project.

Improvements and restoration are without cost to the landowner and intended to benefit the landowner to blend together the property with the new sidewalk/trail and road improvements.

Said temporary grading permit limits are shown on the attached Portage Road Reconstruction Project, provided by Wightman, pages C009 & C010, on the parcel of land situated at:

9999 Portage Road, Portage, MI 49002. Said Temporary Grading Easement shall expire upon completion of the project.

PORTAGE PUBLIC SCHOOLS, a Michigan School District:

By: _____
Title: _____

Date _____

Contact:

Phone: _____

Email: _____

PROPERTY TAX ID # 00026-170-A	NAME: Portage Public Schools
JOB: Portage Road 360 – Lancelot Court to Lakeview Drive MCA#1039-24-12884	PARCEL: # 52

DONATION

to
CITY OF PORTAGE

This information is required by the LPA in order for a property owner to donate the easement and/or permit.

PROPERTY OWNER: PORTAGE PUBLIC SCHOOLS, a Michigan School District

MAILING ADDRESS: 8107 Mustang Drive Portage, MI 49002

SUBJECT TAX ID NO.: 00026-170-A

#52: SUBJECT ADDRESS: 9999 Portage Road, Portage, MI 49024

Just Compensation determined by: Waiver Valuation
 Assessor's Report
 Not determined (Participating Governmental Entity)

Rights to be acquired:	<u>\$2,887.00</u>	Permanent Easement & ROW Grant
	<u>\$597.00</u>	Temporary Grading Permit
	<u>\$3,484.00</u>	TOTAL JUST COMPENSATION WAIVED

The undersigned owner(s) of the subject property identified above agrees with the following statements:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- I/We agree that the decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We will execute the necessary instrument of conveyance upon presentation by agents or representatives of the Agency.

<input type="checkbox"/> Participating Government Entity Donation	The authorized individual signing on behalf of the participating governmental entity understands in addition to the above statements, that the entity has the right to a valuation/appraisal and the right to accompany the appraiser if an appraisal is warranted. The entity is electing to: <input type="checkbox"/> Donate the property and waive the right to a valuation/appraisal. <input type="checkbox"/> Donate the property, however, requests a valuation/appraisal be completed by Agency.
-------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PORTAGE PUBLIC SCHOOLS, a Michigan School District:

By: _____ Date _____
Title: _____

LPA Approval: City of Portage:

By: _____ Date _____
JOB: City of Portage – Portage Road 360 – Lancelot Court to Lakeview Drive Project | MCA#1039-24-12884

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
CENTRAL HIGH SCHOOL, ROOM #1136
APRIL 13, 2026, 6:30 P.M.**

Note Page

X. Discussion Items

1. CHS & NHS Tennis Court Resurfacing (OP 6320)

Should the Board opt to move this discussion item to action, the following recommendation are provided.

Recommended Motion to Move Discussion Item to Action

Motion offered by _____, seconded by _____, that the Board of Education move the CHS/NHS Tennis Court Resurfacing discussion item to action.

Recommended Motion to Approve

Motion offered by _____, seconded by _____, that the Board of Education authorize a contract in the amount of \$89,944.00 to Raquet Sports, Inc. from Comstock Park, MI for the resurfacing of the tennis courts at Central High School and Northern High School, the funding for which will be provided through the 2019 Building and Site Sinking Fund.

To: Johnny Edwards, Superintendent
From: Russ Gerbers, Assistant Superintendent of Operations
Cc: Paula Johnson, Director of Finance
Date: April 13, 2026
Re: Northern High School and Central High School Tennis Court Resurfacing

Recommendation

I recommend that the Board of Education authorize a contract in the amount of \$89,944.00 to Raquet Sports Inc., from Comstock Park, MI for the resurfacing of the tennis courts at Central High School and Northern High School. Funding for this project will be provided through the 2019 Building and Site Sinking Fund.

Background Information

The tennis courts at Central High School and Northern High School were last repaired and resurfaced in 2017 and are now showing signs of wear due to age, weather exposure, and regular use. Observed deterioration includes surface cracking and fading, which impacts both playability and overall court condition.

Resurfacing is necessary to restore safe, functional, and high-quality playing surfaces for student athletics, physical education classes, and community use. Proactive maintenance at this stage helps prevent more significant and costly repairs in the future.

This project is anticipated to be completed during the summer of 2026.

To maintain the project schedule, it would be beneficial to move this item forward as an action item.

Bidding Process

This project was competitively bid through the formal bidding process. Three total responses were received, and a copy of the bid tabulation has been included for reference. Racquet Sports Inc. was the lowest qualified bidder and has confirmed their ability to complete the project in accordance with all bid requirements.

I am happy to answer any questions the board may have regarding this recommendation.

District: Portage Public Schools

Project: 20473 NHS/CHS Tennis Court Repair/Replacement

Bid Opening Date: 4/6/2026

Bid Opening Time: 3:00 PM

Bid Opening Location: 8107 Mustang Drive, Portage MI 49002



Bid Response									
Vendor Name	Vendor Location (City, State)	Base Bid Central High School	Base Bid Northern High School	Iran	Familial	Legal	Addendum No.	Bid Bond (If applicable)	Notes
Raquet Sports	Comstock Park, MI	\$43,620.00	\$46,324.00	Y	Y	Y	N/A	Y	
Pro Surfaces	Mount Pleasant, MI	\$85,000.00	\$85,000.00	Y	Y	Y	N/A	Y	
Tennis Court Unlimited	Watervilet, MI	\$55,000.00	\$54,450.00	Y	Y	Y	N/A	N	

Portage Public Schools Representative Signature Kristina Lafferty
 Portage Public Schools Representative Printed Name Kristina Lafferty Date 4/6/2026

Portage Public School Representative Signature Marti Phelps
 Portage Public Schools Representative Printed Name Marti Phelps Date 4/6/2026

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
CENTRAL HIGH SCHOOL, ROOM #1136
APRIL 13, 2026, 6:30 P.M.**

Note Page

X. Discussion Items

2. Replacement Doors/Locks at WMS (OP 6320)



To: Johnny Edwards, Superintendent
From: Russ Gerbers, Assistant Superintendent of Operations
Cc: Paula Johnson, Director of Finance
Date: March 9, 2026
Re: West Middle School Doors and Locks

Recommendation

I recommend award of a contract to Hall Builders, LLC in the amount of \$219,077.00 for the replacement of doors and locks at West Middle School, the funding for which will come from the 2024/2025 31aa safety and security funds.

General Trades	Hall Builders, LLC	\$219,077
----------------	--------------------	-----------

Background Information

West Middle School is one of two buildings in the district with different lock sets. The door and lock project will be upgrading the older doors in the building as well as replacing all building lock sets to the district's standard. The only other building on the old lock set is Angling Rd, and that building is being replaced in 2029.

Bidding Process

This project was competitively bid through the formal bidding process, and three responses were received for the general traders bid category. Copies of both bid tabulations are included for reference. Parkway was the lowest qualified bidder.

I am happy to answer any questions the Board may have on this purchase.

Enclosures - Bid Tabs

Portage Public Schools
 West Middle School - Door and Hardware Replacement
 Owen-Ames-Kimball Co. - Construction Manager
 Monday, April 6th, 2026



Bid Category No. 01 - General Trades				
Contractor	Bid Bond	Addendum	Base Bid	Notes
Hall Builders (Paw Paw, MI)	Y	1	\$219,077	
Miller Davis Compnay (Kalamazoo, MI)	Y	1	\$258,300	Voluntary Alternates & Clarifications

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
CENTRAL HIGH SCHOOL, ROOM #1136
APRIL 13, 2026, 6:30 P.M.**

Note Page

X. Discussion Items

3. Purchase of Interactive Flat Panels for LCE, TWL, & WOD (OP 6320)

To: Johnny Edwards, Superintendent
From: Ryan Miller, Director of Information and Technology
CC: Paula Johnson, Director of Finance
Date: April 13, 2026
Re: Interactive Flat Panels for LCE, TWL, & WOD

RECOMMENDATION

I recommend that the Board of Education approve the purchase of sixty six Smart RX Interactive Flat Panels from Forte, Inc. in the amount of \$372,932 for Lake Center, 12th Street, and Woodland Elementary Schools. The funds for these Interactive Flat Panels will come from the 2025 bond fund (the third series from the 2021 vote).

BACKGROUND INFORMATION

This recommendation is to complete the outfitting of all classrooms at Lake Center, 12th Street, and Woodland elementary schools with a SmartBoard. Our first orders for each of these buildings were for the teachers that volunteered to be early adopters of using the SmartBoards in their classrooms to help ensure a more seamless adoption as they work toward using the new technology throughout their buildings starting in the Fall of 2026.

Our plan is to schedule the deliveries of the SmartBoards to each building during specific timelines this summer so that our team can assemble and deploy the devices and have them ready well before school starts.

The design process and focus on classroom technology in our new elementary schools opened up the possibility to consider Interactive Flat Panels (IFPs) for the common areas in our new buildings, but has also helped us realize the potential of utilizing IFPs as the primary classroom technology device at the elementary level throughout the district. We believe that IFPs are the best fit and path forward for our new elementary schools, as well as our existing schools that are due for classroom technology updates.

IFPs provide a future-ready instructional tool that enhances collaboration, supports differentiated instruction, and integrates seamlessly with our current educational technology platforms. These devices deliver clear, vibrant visuals in any lighting condition and require minimal upkeep. Compared to standard TVs, IFPs offer touch interactivity, integrated educational software, and greater classroom utility beyond passive viewing.

BIDDING PROCESS

These items were selected through the REMC Bid Save process, and therefore, did not require the formal bidding process. I have enclosed the device quote for your convenience and consideration. I would be happy to answer any questions that the Board may have on this purchase.

Enclosure

Quote



Reference Number: 1438901
Date: April 07, 2026

Portage Public Schools -- 75" & 86" SMART RX panels (qty = 64 + 2)

REMC QUOTE

Prepared By: Ben Kevern
Phone:
Email: ben.kevern@ourforte.com

FORTÉ
48679 Alpha Drive, Suite 140, Wixom, MI 48393
Phone: (469)359-4081
Fax: (248)957-6151

COMPANY

Portage Public Schools
8107 Mustang Drive
Portage, MI 49002

Contact: Ryan Miller
Phone: (269) 323-5100
Email: rlmiller@portageps.org
Account Number: PPS0014

PROJECT SITE

Portage Public Schools
8107 Mustang Drive
Portage, MI 49002

Contact: Ryan Miller
Phone: (269) 323-5100
Email: rlmiller@portageps.org
Account Number: PPS0014

INVOICE TO

Portage Public Schools
8107 Mustang Drive
Portage, MI 49002

Contact: Ryan Miller
Phone: (269) 323-5100
Email: rlmiller@portageps.org
Account Number: PPS0014

PRODUCTS AND SERVICES SUMMARY

Equipment	\$372,482.00
Integration	\$0.00
PRO Support	\$0.00
Lift Gate Delivery (3 drop sites)	\$450.00
Tax	\$0.00
Grand Total	\$372,932.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

PRODUCTS AND SERVICES DETAIL

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
FSE-510-W	SMART	SMART Electric Height Adjustable Floor Stand, FSE-510-W, UL Listed, White	64	\$1,149.00	\$73,536.00
ED-SW-5	SMART	SMART Learning Suite, 5 year subscription	66	\$150.00	\$9,900.00
WM-SBID-200	SMART	SMART Wall Mount for MX-V2, 7000, 6000 and GX series	2	\$49.00	\$98.00
SMART Board RX275 Interactive Display bundle					
RX275	SMART	SMART Board RX075 series interactive display with iQ	64	\$4,035.00	\$258,240.00
SRM-5	SMART	SMART Remote Management - 5 year subscription	64	\$29.00	\$1,856.00
EOW4-SBID-75-7Y	SMART	4 Year Assure warranty extension with RM for SMART Board 75" interactive display - Years 4 to 7	64	\$274.00	\$17,536.00
SMART Board RX286 Interactive Display bundle					
RX286	SMART	SMART Board RX086 series interactive display with iQ	2	\$5,289.00	\$10,578.00

SRM-5	SMART	SMART Remote Management - 5 year subscription	2	\$29.00	\$58.00
EOW4-SBID-86-7Y	SMART	4 Year Assure warranty extension with RM for SMART Board 86" interactive display - Years 4 to 7	2	\$340.00	\$680.00
Sub-Total: Lift Gate Delivery (3 drop sites)					\$450.00
<u>Total:</u>					<u>\$372,932.00</u>

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
CENTRAL HIGH SCHOOL, ROOM #1136
APRIL 13, 2026, 6:30 P.M.**

Note Page

X. Discussion Items

4. Lightspeed Mic Replacement for LCE & TWL (OP 6320)

To: Johnny Edwards, Superintendent
 From: Ryan Miller, Director of Information and Technology
 CC: Paula Johnson, Director of Finance
 Date: April 13, 2026
 Re: Lightspeed Mics & Media Links for LCE & TWL

RECOMMENDATION

I recommend that the Board of Education approve the purchase of Lightspeed Instructional Audio Systems from Lightspeed Technologies in the amount of \$149,240. The funds for these devices will come from the 2025 bond fund (the third series from the 2021 vote).

School	# of Lightspeed Systems	Cost
Lake Center Elementary	35	\$78,120
12th Street Elementary	35	\$78,120
Recycling Discount	\$100 / per device * 70 devices	-\$7,000
	Total	\$149,240

BACKGROUND INFORMATION

Lake Center and 12th Street Elementaries are each due for a classroom technology refresh. In addition to SmartBoards, we will be equipping these classrooms with Lightspeed Instructional Audio systems - which include teacher microphones that feature voice amplification, internal calling features, and emergency alerting capabilities.

The attached quote shows the price for the total number of these systems, but the devices will be divided equally between the two schools. The quote also reflects credits for the harvesting and return of our current Lightspeed Microphones in use at these buildings.

BIDDING PROCESS

These items were selected through the REMC Bid Save process, therefore did not require the formal bidding process. I would be happy to answer any questions that the Board may have on this purchase.

QUOTATION



Lightspeed Technologies, Inc.

11509 SW Herman Road
 Tualatin OR 97062
 1-800-732-8999
 Fax: 503-684-3197
 orders@lightspeed-tek.com
www.lightspeed-tek.com

Quote # Q-78408
 Date: 4/7/2026
 Expires: 6/6/2026
 Payment Terms: Net 30
 Shipping Method: Best Way
 Account Executive: David Buist

BILL TO:

ACCOUNTS PAYABLE
 PORTAGE PSD
 8107 MUSTANG DR
 PORTAGE, MI 49002-5433
 UNITED STATES

SHIP TO:

PORTAGE PSD
 8107 MUSTANG DR
 PORTAGE, MI 49002-5577
 UNITED STATES

ITEM	CATALOG #	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
C25-C-M	262121	Networked Instructional Audio system with web console software, power supply, 1 Clearmike microphone with battery pack, Media Connector, and NO speakers.	70	\$2,232.00	\$156,240.00
TRADE-IN CREDIT	242207	QUALIFIED TRADE-IN CREDIT	70	\$-100.00	\$-7,000.00
SUBTOTAL:					\$149,240.00
SALES TAX:					\$0.00
SHIPPING & HANDLING:					\$0.00
TOTAL DUE:					\$149,240.00

The qualified trade-in system(s) are to be sent to Lightspeed Technologies or given to a Lightspeed Territory Manager. Credit will be applied once the trade-in(s) are received by Lightspeed or its representative and have been verified for eligibility.

Warranty on Lightspeed instructional audio systems have a 5-year limited warranty on primary components including amplifier, charging station, speakers and microphones. Warranty on microphones and components that support discontinued systems including SMA, FMA, FMCA is 1-year. Warranty on Lightspeed NiMH and Li-Ion rechargeable batteries is 1 year.

Bid REMC #2026 pricing was quoted. Please note: shipping and handling charges are included with bid pricing.


**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION – REGULAR BUSINESS MEETING
CENTRAL HIGH SCHOOL, ROOM #1136
APRIL 13, 2026, 6:30 P.M.**

Note Page

X. Discussion Items

5. NEOLA Policy Updates (BL 0131.1)

Johnny Edwards
Superintendent
Phone: 269.323.5182
jedwards@portageps.org

To: Board of Education
From: Johnny Edwards 
Date: April 8, 2026
Re: Policy Updates
CC: Executive Team; Principals and Assistant Principals

The proposed operational policies included in this update have been reviewed by NEOLA's legal counsel to ensure compliance with applicable statutes and further examined by the appropriate district-level administrators and are recommended for adoption by the Board. The policies referenced below are enclosed for your review.

POLICY UPDATES

Policy 1410 – Staff Ethics

This new policy is provided at the request of NEOLA clients to establish the overall expectation of ethical behavior of all district staff.

Specifically, the intent of Policy 1410 - Staff Ethics is to ensure an effective educational program by establishing high standards of integrity, ideals, and professional conduct for all administrators. The policy outlines key ethical responsibilities across five (5) areas: the profession itself, professional competence, relationships with students, engagement with the school community, and the responsible use of technology. Ultimately, this framework is designed to promote the well-being of students and the district community while upholding the highest levels of professional and ethical practice, including an explicit prohibition on inappropriate staff-student relationships.

This policy is consistent with Policy 3210 - Staff Ethics and Policy 4210 - Staff Ethics. This adoption should be considered to maintain consistent expectations for all employees.

Policy 2370.01 – Online/Blended Learning Program

The policy establishes an Online/Blended Learning Program to offer eligible students the option of participating in courses that use online or distance education technology. Its primary purpose is to make instruction available to students in both traditional and nontraditional classroom settings, including courses where the student and teacher may be separated by time or location.

This policy has been revised to reflect the latest provisions in the School Aid Act regarding Online/Blended Learning Programs (Section 21f). The Act eliminated the provision for a district to provide online instruction for not more than fifteen (15) days per school year.

This revision should be adopted to reflect current provisions of state law.

Policy 2417 – Comprehensive School Health Education

Policy 2417 provides a comprehensive health education program to help students become "health literate" and develop the knowledge and skills necessary to make healthy choices and avoid damaging behaviors. The Board must comply with state law by adopting and implementing a research- and evidence-based, medically accurate, and developmentally appropriate curriculum. This program is extensive, covering Pre-K through grade twelve with a goal of at least fifty (50) hours of instruction per grade, focusing on critical health behaviors, social-emotional skills, and utilizing a collaborative approach with families.

This policy has been revised to expand the program's scope by explicitly addressing self-efficacy, a broader range of social-emotional skills, and the use of valid and reliable health information, and also introduces mandates for safe, trauma-responsive, inclusive, and culturally responsive learning environments. Key additions include a new focus on incorporating personal safety skills and the prevention of child sexual abuse, alongside more detailed guidance for implementation, such as specific teacher endorsements and the provision for parental opt-out from sex education.

This revision should be adopted to reflect best practice and current provisions of state law.

Policy 2418 – Sex Education

Policy 2418 is in accordance with Michigan statute, which authorizes Boards of Education to provide elective instruction in sex education, covering topics such as human sexuality, consent, and the prevention of STIs. The policy requires the instruction to be medically accurate, developmentally appropriate, and stress abstinence as the only 100% effective prevention method. Furthermore, it mandates advance parental notification and the right for a student to be excused from the course without penalty or loss of academic credit.

The scope of instruction includes topics such as gender identity, sexual orientation, and consent education, while also structuring the curriculum into detailed content areas appropriate for specific grade spans (3-5, 6-8, 9-12). Additionally, the policy provides a position on abstinence, stating it is the only 100% effective protection, and includes requirements for secondary-level teacher endorsements, aligning with the Michigan Health Education Standard Guidelines and the Elliott-Larsen Civil Rights Act.

This policy should be adopted to reflect best practice and current provisions of state law.

Policies 3120.09/4120.09/8120.09 – Volunteers Rescind for Replacement by Policy 8120.09 - Volunteers

The purpose of the volunteer policies is to enhance District programs and activities by strategically utilizing community volunteers who possess helpful knowledge or skills, with the Superintendent responsible for their appropriate recruitment and placement. A critical component of the policy is ensuring student and staff safety by mandating criminal history and registry checks for all volunteers, especially those who work with or have access to students. Additionally, the policy requires the

Superintendent to inform volunteers of their obligation to follow District policies and the understanding that the District provides liability coverage but no health insurance for injuries sustained during their service.

Policies 3120.09 and 4120.09 have both been deleted and replaced by one new policy (8120.09). Much of the content remains the same. The change to a different series recognizes that volunteers are not considered employees of the district, but rather function more to support general district operations. School districts should keep in mind that this policy governs unpaid volunteers. Teaching and nonteaching employees who receive supplemental contracts/stipends to supervise extracurricular activities are covered by other policies.

Policy 4210 – Staff Ethics

As described above in Policy 1410 - Staff Ethics, this new parallel policy is provided at the request of NEOLA clients to establish the overall expectation of ethical behavior of all district staff. This policy is consistent with Policy 1410 - Staff Ethics and Policy 3210 - Staff Ethics.

This adoption should be considered to maintain consistent expectations for all employees.

Policy 5336 – Care of Students with Diabetes

The intent of this new policy is to provide clear guidance so that all diabetic students receive required, physician-ordered care at school, including blood glucose/ketone checks, insulin/glucagon administration, and oral medication. It allows trained staff to administer medication, permits authorized student self-care, and requires informing parents about potential Section 504 Plan eligibility. This new policy is offered in response to client requests for authorization for the use of glucagon and for more guidance regarding the care of students with diabetes.

This policy is highly recommended, but not required.

Policy 6325 – Procurement

The primary intent of Policy 6325 is to ensure that all procurement of supplies, materials, equipment, and services paid for with Federal funds or District matching funds complies with all applicable Federal, State, and local statutes and regulations, as well as the terms of the Federal grant. It mandates that procurement transactions must be conducted with full and open competition, sound business judgment, and includes requirements for a contract administration system that incorporates affirmative steps for various small and minority business enterprises.

This policy is revised to reflect revised threshold amounts for micro-purchases, small purchases, and price analysis requirement threshold. Revisions to this policy should be adopted to be consistent with Federal regulations.

This revised policy should be adopted to maintain accurate policies.

Policy 8402 – Emergency Operations

This policy has been revised to reflect the requirement in S.B. 495 (Public Act 1 - 2026) to include a protocol for when and how pupils are permitted to use wireless communications devices during an emergency.

Revisions to this policy should be adopted to reflect current provisions of state law.

Policy 8655 – Specialized Transportation for Students with IEPs

The intent of this new policy is to ensure that students with an Individualized Education Program ("IEP") receive specialized transportation as a related service when it is necessary for them to access a Free Appropriate Public Education ("FAPE") in the Least Restrictive Environment ("LRE"). The IEP Team is responsible for determining the need for specialized transportation based on the student's individual needs, considering all options to keep the student with their peers, and without cost being a factor in the determination.

This new policy is recommended but not required for adoption.

Book	Policy Manual
Section	APPROVED POLICIES MAY 2026
Title	Vol. 40, No. 2 - February 2026 New STAFF ETHICS
Code	po1410
Status	

1410 - **STAFF ETHICS**

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, the Board of Education expects all administrators to maintain high standards in their working relationships, and in the performance of their professional duties, to:

A. Responsibility to the Profession

1. demonstrate responsibility for oneself as an ethical professional;
2. acknowledge, address, and attempt to resolve ethical issues in an appropriate manner;
3. promote and advance the profession within and beyond the school community;

B. Responsibility to Professional Competence

1. demonstrate commitment to high standards of practice;
2. demonstrate responsible use of data, materials, research, and assessment;
3. act in the best interest of all students;

C. Responsibility to Students

1. respect the rights and dignity of students;
2. demonstrate an ethic of care for students;
3. maintain student trust and confidentiality in a developmentally appropriate manner and within appropriate limits;

D. Responsibility to the School Community

1. promote effective and appropriate relationships with parents/guardians;
2. promote effective and appropriate relationships with colleagues;
3. promote effective and appropriate relationships with the community and other stakeholders;
4. promote effective and appropriate relationships with employers;
5. understand the problematic nature of dual or multiple relationships;

E. Responsible and Ethical Use of Technology

1. use technology in a responsible manner;

2. ensure student safety and well-being when using technology;
 3. maintain confidentiality in the use of technology;
 4. promote the appropriate use of technology in educational settings;
- F. (→) recognize basic dignities of all individuals with whom they interact in the performance of duties;
- G. (→) represent accurately their qualifications;
- H. (→) exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;
- I. (→) seek and apply the knowledge and skills appropriate to assigned responsibilities;
- J. (→) keep in confidence legally-confidential information as they may secure;
- K. (→) ensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;
- L. (→) avoid accepting anything of value offered by another for the purpose of influencing judgment;
- M. (→) refrain from using position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. This will not be implemented in a manner that limits constitutionally or legally protected rights as a citizen.

[END OF OPTIONS]

In keeping with the ethical responsibilities of administrators, the Board prohibits staff from engaging in a romantic or sexual relationship of any kind with students of this District, regardless of the student's age. District staff should not provide alcohol, drugs, cigarettes, or any other contraband to a student.

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Legal M.C.L. 750.520b, 750.520c, 750.520d, 750.520e
Michigan Code of Educational Ethics

Book	Policy Manual
Section	APPROVED POLICIES MAY 2026
Title	ON-LINE/BLENDED LEARNING PROGRAM
Code	po2370.01
Status	
Adopted	September 14, 2015
Last Revised	May 4, 2026

2370.01 - ON-LINE/BLENDED LEARNING PROGRAM

The District shall provide eligible students the option of participating in on-line or blended learning courses. The purpose of the program is to make instruction available to eligible students using on-line and distance education technology in both traditional and nontraditional classroom settings. The District must make all eligible students and their parents or guardians aware of this program.

A. Definitions

1. **On-Line Learning** - Means a course of study that is capable of generating a credit or a grade, that is provided in an interactive internet-connected learning environment, in which students and their teachers are separated by time or location, or both, and in which the teacher is responsible for determining appropriate instructional methods for each student, diagnosing learning needs, assessing student learning, prescribing intervention strategies, reporting outcomes, and evaluating the effects of instruction and support strategies.
2. **Blended Learning** - A hybrid instructional delivery model where students are provided content, instruction, and assessment in part at the classroom, with a teacher, and in part through internet-connected learning environments with some degree of student control over time, location, and pace of instruction.

B. Program Eligibility

The District shall offer a program for students in grades K-12.

The District may offer a full time or part time program for grade 9-12 students enrolled in dropout prevention, academic intervention, core courses to meet graduation requirements, or dual enrollment programs.

C. Student Eligibility

1. Students eligible for the District on-line/blended learning program must meet at least one of the following conditions:
 - a. The student has spent the prior school year in attendance at a public school in this State and was enrolled and reported by a public school district.
 - b. The student is a dependent child of a member of the United States Armed Forces who was transferred within the last twelve (12) months to Michigan from another state or foreign country pursuant to the parent's permanent change of station orders.
2. Only students enrolled in grades 9-12 to 12 are eligible to enroll in an On-Line Learning course. ~~Students in grades K-4 are only eligible to participate in Blended Learning Courses.~~

D. Course Availability and Access

1. The District shall provide access to enroll and participate in the available courses and shall award credit, as may be appropriate, for successful completion. Access shall be available to eligible students during or after the school day and during summer school enrollment. The District will provide at least one of the following:

- a. On-line Learning, pursuant to the requirements set forth in Pupil Accounting Manual 5-O-D.
 - b. Virtual Learning, pursuant to the requirements set forth in Pupil Accounting Manual 5-O-A.
 - c. Independent Study, pursuant to the requirements set forth in Pupil Accounting Manual 5-O-A.
2. The District shall enroll an eligible student in up to two (2) on-line courses as requested by the student during an academic term, semester, or trimester. Consent from the student's parent or legal guardian must be obtained for students under the age of eighteen (18).
 3. A student may enroll in more than two (2) virtual courses in a specific academic term, semester, or trimester if both of the following conditions are met:
 - a. The District has determined that it is in the best interest of the student.
 - b. The student agrees with the recommendation of the District.

~~The District will provide two (2) or fewer courses per semester in Grades K-4 and one (1) or more courses per semester in Grades 5-12. If students are taking more than two (2) courses per semester, the guidance found in the Pupil Accounting Manual 5-O-B shall be followed and seat time waivers obtained.~~

4. The District will provide one (1) or more courses per semester in grades 9-12. If students are taking more than two (2) courses per semester, the guidance found in the Pupil Accounting Manual 5-O-B shall be followed and seat time waivers obtained.
5. An eligible student may enroll in an on-line course published in the ~~District on-line course syllabus, as described in section 8 below, or the~~ statewide catalog of on-line courses maintained by the Michigan Virtual University.
6. The District may deny a student enrollment in an on-line course if any of the following apply, as determined by the District:
 - a. The student is enrolled in any of grades K to five (5).
 - b. The student has previously gained the credits provided from the completion of the on-line course.
 - c. The on-line course is not capable of generating academic credit.
 - d. The on-line course is inconsistent with the remaining graduation requirements or career interests of the student.
 - e. The student ~~has not completed the prerequisite coursework for the requested virtual course or has not demonstrated proficiency in the prerequisite course content, does not possess the prerequisite knowledge and skills to be successful in the on-line course or has demonstrated failure in previous on-line coursework in the same subject.~~
 - f. The on-line course is of insufficient quality or rigor. If the District denies a student enrollment for this reason, the District shall make a reasonable effort to assist the student to find an alternative course in the same or a similar subject that is of acceptable rigor and quality.
 - g. The cost of the virtual course causes the District to exceed the target foundation allowance percentage.
 - h. The request for a virtual course enrollment was not made in the academic term, semester, trimester, or summer preceding the enrollment. This subsection does not apply to a request made by a student who is newly enrolled in the District.
 - i. If a student is denied enrollment in an on-line course by the District, the student may appeal the denial by submitting a letter to the ~~KRESA~~ principal. The appeal must include the reason provided by the District for not enrolling the student and the reason why the student is claiming that the enrollment should be approved.

The KRESA principal shall respond to the appeal within five (5) days after it is received. If the KRESA principal determines that the denial of enrollment does not meet one (1) or more of the reasons specified in subsection 4(E)i.-vi., the District shall allow the student to enroll in the on-line course.

7. An on-line learning student shall have the same rights and access to technology in his/her the student's District's school facilities as all other students enrolled in that District.
8. If a student successfully completes an on-line course, as determined by the District, the District shall grant appropriate academic credit for completion of the course and shall count that credit toward completion of graduation and subject area requirements. A student's school record and transcript shall identify the on-line course title as it appears in the on-line course syllabus.
9. The enrollment of a student in one (1) or more on-line courses shall not result in a student being counted as more than 1.0 full- time equivalent student under this act.

E. Nonresident Applicants

1. The District shall determine whether or not it has capacity to accept applications for enrollment from nonresident applicants in on-line courses and may use that limit as the reason for refusal to enroll an applicant.
2. If the number of nonresident applicants eligible for acceptance in an on-line course does not exceed the capacity of the District to provide the on-line course, the District shall accept for enrollment all of the nonresident applicants eligible for acceptance.
3. If the number of nonresident applicants exceeds the District's capacity to provide the on-line course, the District shall use a random draw system.

F. Requirements Specific to On-Line Learning Courses

To offer an on-line course, the District must:

1. provide the Michigan virtual university with the course syllabus in a form and method prescribed by the Michigan virtual university for inclusion in a statewide on-line course catalog;
2. provide on its publicly accessible website a link to the course syllabi for all of the on-line courses offered by the District, as described in section 8, and a link to the statewide catalog of on- line courses maintained by the Michigan virtual university;
3. assign to each student a teacher of record;
4. offer the on-line course on an open entry and exit method, or aligned to a semester, trimester, or accelerated academic term format.

G. On-line Course Syllabus

The District must publish an on-line course syllabus for each on-line course offered. The on-line course syllabus must include:

1. State academic standards addressed in an on-line course;
2. on-line course content outline;
3. on-line course required assessments;
4. on-line course prerequisites;
5. expectations for actual teacher contact time with the on-line learning student and other student-to-teacher communications;
6. academic support available to the on-line learning student;
7. on-line course learning outcomes and objectives;

8. name of the institution or organization providing the on-line ~~content; instructor;~~
9. ~~name of the institution or organization providing the teacher of record.~~
10. ~~number of eligible nonresident students that will be accepted by the District in the on-line course;~~
11. ~~results of the on-line course quality review using the guidelines and model review process published by the Michigan virtual university.~~

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Legal

M.C.L. 388.1621f

Michigan Department of Education Guidance on Best Practices as Defined in M.C.L. 388.1622f

Book	Policy Manual
Section	APPROVED POLICIES MAY 2026
Title	Vol. 40, No. 2 - February 2026 Revised COMPREHENSIVE SCHOOL HEALTH EDUCATION
Code	po2417
Status	
Adopted	May 4, 2026

2417 - COMPREHENSIVE SCHOOL HEALTH EDUCATION

~~[NOTE: This policy is provided to address Best Practice Incentive for Fiscal Year 2012-13.]~~

The Board shall provide a comprehensive health education program that addresses the essential knowledge and skills that help students to become "health literate," ~~develop self-efficacy in health-related skills and knowledge, make~~ making the healthiest choices available, and ~~avoid~~ avoiding those behaviors that can cause damage to their health and well-being.

The Board shall comply with current state law in implementing comprehensive health education programs. In doing so, the Board shall adopt, implement, and evaluate a ~~research and evidence based comprehensive health education program that is effective, medically accurate, and developmentally appropriate~~ research-based, theory-driven comprehensive education program.

The District's comprehensive health education program shall strive to:

- A. provide ~~quality~~ at least fifty (50) hours of health education instruction at every grade level, ~~from~~ Pre-kindergarten through grade twelve (12), ~~facilitated by qualified, properly endorsed educators in partnership with families~~ to give all students sufficient time to learn health skills and habits for a lifetime;
- B. ~~align instruction with~~ help students master the Michigan Health Education ~~Standards Guidelines~~ Content Standards and Benchmarks;
- C. focus on helping young people develop and practice personal, ~~social, and emotional competencies~~ and social skills, such as ~~communication and decision-making~~, in order to deal effectively with health-risk situations;
- D. use active, participatory instructional strategies ~~within safe and supportive learning environments consistent with State guidelines~~ to engage all students;
- E. address social and media influences on student behaviors and help students identify healthy alternatives to specific high-risk behaviors;
- F. emphasize critical knowledge and skills that students need in order to obtain, understand, and use ~~valid and reliable health information, products, services, and resources~~ basic health information and services in ways that enhance healthy living, ~~including skills for research, reasoning, critical thinking, and problem solving~~;
- G. focus on behaviors that have the greatest effect on health, especially those related to nutrition; physical activity; violence and injury; alcohol and other drug use; tobacco use; ~~mental and emotional health; healthy relationships; and sexual behaviors that may increase the risk of HIV/AIDS, sexually transmitted infections~~ and sexual behaviors that lead to HIV, sexually transmitted disease, or unintended pregnancy, emphasizing ~~both~~ their short-term and long-term consequences ~~and strategies for prevention, including abstinence~~;
- H. build functional knowledge and skills, from year to year, that are developmentally appropriate, ~~trauma-responsive, inclusive, and culturally responsive~~; ~~and~~

- I. include medically accurate and up-to-date information, and be appropriate to students' developmental levels, personal behaviors, and cultural backgrounds; and-
- J. incorporate personal safety skills, maintaining personal boundaries.

Assessment

Student work in health education courses may be regularly assessed and the District may determine how course grades factor into shall be regularly assessed and graded using performance based items that are aligned with the health education content standards. Course grades shall be determined in the same manner as other subject areas and shall be included in calculations of grade point average, class rank, and academic recognition programs.

Collaborative Approach

Collaborative and integrative approaches shall be used in the teaching of health education. The health education program is one component of a coordinated school health program and shall be coordinated with other school health initiatives. If the District includes sex education as part of its comprehensive health education program, a sex education advisory board shall be established in accordance with M.C.L. 380.1507. In fostering a collaborative approach with the school, parents shall have the right to opt their child out of sex education instruction without penalty or loss of academic credit.

Health topics shall be integrated into the instruction of other subjects, with the assistance of school health education professionals, in order to complement the health education program.

The District will collaborate with community organizations to provide student learning opportunities in both the classroom and the community. Participation in community opportunities for service learning related to health and utilization of community resources as a part of classroom instruction shall be in accordance with policies of the Board and relevant to course objectives.

The District shall partner with parents/guardians and families, who are recognized as the first and primary health educators of their children, in order to provide consistent messages regarding health behavior. Health education programs shall be consistent with school and community standards that support positive parent/child communications and guidance.

Implementation

The Board shall employ highly qualified teachers of health education with the appropriate endorsements and credentials. Such teachers shall possess the necessary qualifications, skills, and training as specified by Michigan law and the Michigan Department of Education. Such qualifications for teachers to provide instruction in health education include the appropriate endorsement as specified by the Michigan Department of Education. To provide instruction in sex education, teachers must meet the qualification requirements of M.C.L. 380.1507(5) essential to perform their duties well, and shall serve as positive role models by demonstrating healthy behaviors.

Teachers shall have received quality professional development in health education through their pre-service preparation or through in-service training.

~~In order to teach health in secondary health courses, a teacher must have an endorsement in health or family and consumer sciences on their secondary level teaching certificate.~~

The Board supports ongoing professional development activities specifically related to health education, including practice using strategies designed to positively influence students' health behaviors and attitudes.

The Board shall evaluate its policies and implementation of District efforts that promote health literacy and healthy behaviors among all students. The District shall utilize available funds effectively in providing health education services and shall work with local partners in pursuit of additional resources to provide comprehensive school health education programming, professional development, and classroom materials.

M.C.L. 380.1502, 380.1169, 380.1170, 380.1507

Michigan State Board of Education Policy on Comprehensive School Health Education
Michigan Health Education Standards Guidelines (2025)

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M.C.L. 380.1502, 380.1169, 380.1170, 380.1507

Michigan State Board of Education Policy on Comprehensive School Health Education
Michigan Health Education Standards Guidelines (2025)

Book	Policy Manual
Section	APPROVED POLICIES MAY 2026
Title	Vol. 40, No. 2 - February 2026 Revised SEX EDUCATION
Code	po2418
Status	
Adopted	May 4, 2026

2418 - SEX EDUCATION

In accordance with Michigan statute ~~and the Michigan Health Education Standard Guidelines~~, the Board of Education authorizes instruction in sex education. Such instruction may include family planning, human sexuality, ~~gender identity, gender expression, sexual orientation~~, and the emotional, physical, psychological, hygienic, economic, and social aspects of family life. Instruction may also include the subjects of reproductive health, ~~consent education~~, and the recognition, prevention, and treatment of sexually transmitted ~~infections ("STIs"), including HIV/AIDS diseases~~.

The instruction described in this policy shall ~~emphasize~~ stress that abstinence from sex is ~~the only protection that is 100% effective against unplanned pregnancy, sexually transmitted infections, and HIV. Instruction shall also articulate the benefits of abstinence, postponing sexual activity, and setting personal limits based on individual beliefs and values~~ a responsible and effective method of preventing unplanned or out-of-wedlock pregnancy and sexually transmitted diseases and is a positive lifestyle for unmarried young people.

Such instruction shall be elective and not a requirement for graduation.

A student shall not be enrolled in a class in which the subjects of family planning or reproductive health are discussed unless the student's parent or guardian is notified in advance of the course and the content of the course, is given a prior opportunity to review the materials to be used in the course and is notified in advance of the parent's/guardian's right to have the student excused from the class. The Michigan Board of Education shall determine the form and content of the notice required in this policy.

Upon the written request of a student or the student's parent or legal guardian, the student shall be excused, without penalty or loss of academic credit, from attending a class described in this policy. If a parent or guardian submits a continuing written notice, the student will not be enrolled in a class described in this policy unless the parent or guardian submits a written authorization for that enrollment.

The District shall provide the instruction by teachers qualified to teach health education. Material and instruction in a sex education curriculum shall be ~~developmentally appropriate, age-appropriate, medically accurate~~ ~~age appropriate, not medically inaccurate~~, and shall comply with the statutory requirements of M.C.L. 380.1507b ~~and align with the Michigan Health Education Standard Guidelines~~.

~~Instruction shall be organized around grade spans (3-5, 6-8, 9-12) and shall address content areas appropriate to each span as detailed in AG 2418 and aligned with the Michigan Health Education Standard Guidelines.~~

~~If a district chooses to include sex education as part of its comprehensive health education program, the district shall~~ ~~The Board~~ shall establish a sex education advisory board and shall determine terms of service for the sex education advisory board, the number of members to serve on the advisory board, and a membership selection process that reasonably reflects the District's population. The Board shall appoint two (2) co-chairs for the advisory board, at least one (1) of whom is a parent of a child attending a District school. At least one-half (1/2) of the members of the sex education advisory board shall be parents who have a child attending a District school, and a majority of these parent members shall be individuals who are not employed by the District. The sex education advisory board shall include students of the District, educators, local clergy, and community health professionals. Written or electronic notice of a sex education advisory board meeting shall be sent to each member at least two (2) weeks before the date of the meeting.

The sex education advisory board shall:

- A. Establish program goals and objectives for student knowledge and skills that are likely to reduce the rates of **sexual activity**, sex, pregnancy, and sexually transmitted **infections** diseases. ~~Additional program goals and objectives may be established by the sex education advisory board that are not contrary to Michigan law.~~
- B. Review the materials and methods of instruction used and make recommendations to the Board for implementation. The advisory board shall take into consideration the District's needs, demographics, and trends including, but not limited to, teenage pregnancy rates, **STI** ~~sexually transmitted disease~~ rates, and incidents of student sexual violence and harassment.
- C. At least once every two (2) years, evaluate, measure, and report the attainment of program goals and objectives established by the advisory board. The Board shall make the resulting report available to parents in the District.

Before adopting any revisions in the materials or methods used in instruction under this policy including, but not limited to, revisions to provide for the teaching of abstinence from sex as a method of preventing unplanned or out-of-wedlock pregnancy and **STI** ~~sexually transmitted disease~~, the Board shall hold at least two (2) public hearings on the proposed revisions. The hearings shall be held at least one (1) week apart and public notice of the hearings shall be given in the manner required for Board meetings. A public hearing held pursuant to this section may be held in conjunction with a public hearing held pursuant to M.C.L. 380.1169.

~~Teachers providing instruction at the secondary level (Grades 6-12) must hold appropriate endorsements as specified by Michigan statute and the Michigan Department of Education. Instruction in health and sex education shall comply with the Elliott-Larsen Civil Rights Act and all applicable laws, including parent opt-out provisions. Each person who provides instruction to K to twelve (12) students in accordance with this policy shall receive training based on District approved standards and in accordance with training requirements of the Michigan Department of Education (MDE) and Michigan Department of Health and Human Services (MDHHS).~~

No person shall dispense or otherwise distribute, in a District school or on District school property, a family planning drug or device.

For purposes of this policy, "family planning" means the use of a range of methods of fertility regulation to help individuals or couples avoid unplanned pregnancies; bring about wanted births; regulate the intervals between pregnancies; and plan the time at which births occur in relation to the age of parents. It may include the study of fetology. It may include marital and genetic information. Clinical abortion shall not be considered a method of family planning, nor shall abortion be taught as a method of reproductive health.

M.C.L. 380.1169, **380.1170, 380.1310b, 380.1507, 380.1507a, 380.1507b**
 Act 453 of 1976, as amended by Public Act 6 of 2023 (Elliott-Larsen Civil Rights Act)

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Legal M.C.L. 380.1169, 380.1170, 380.1310b, 380.1507, 380.1507a, 380.1507b
 Act 453 of 1976 as amended by Public Act 6 of 2023 (Elliott-Larsen Civil Rights Act)

Book	Policy Manual
Section	APPROVED POLICIES MAY 2026
Title	VOLUNTEERS
Code	po3120.09
Status	
Adopted	September 14, 2015

~~3120.09~~ **VOLUNTEERS**

~~The Board of Education recognizes that certain programs and activities can be enhanced through the use of 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.~~

~~The Superintendent shall be responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. S/He shall not be obligated to make use of volunteers whose abilities are not in accord with District needs.~~

~~Any person who volunteers to work with the District 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.~~

~~The Superintendent is to inform each volunteer that s/he:~~

- ~~A. 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;~~
- ~~B. will 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;~~
- ~~C. will 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.~~

~~The Superintendent shall also ensure that each volunteer is properly informed of the District's appreciation for his/her time and efforts in assisting the operation of the schools.~~

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Book	Policy Manual
Section	APPROVED POLICIES MAY 2026
Title	VOLUNTEERS
Code	po4120.09
Status	
Adopted	September 14, 2015

~~4120.09~~ **VOLUNTEERS**

~~The Board of Education recognizes that certain programs and activities can be enhanced through the use of volunteers who have particular knowledge or skills that will be helpful to members of the support staff responsible for the conduct of those programs and activities.~~

~~The Superintendent shall be responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. S/He shall not be obligated to make use of volunteers whose abilities are not in accord with District needs.~~

~~Any person who volunteers to work with the District 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.~~

~~The Superintendent is to inform each volunteer that s/he:~~

- ~~A. 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;~~
- ~~B. will 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;~~
- ~~C. will 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.~~

~~The Superintendent shall also ensure that each volunteer is properly informed of the District's appreciation for his/her time and efforts in assisting the operation of the schools.~~

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Book	Policy Manual
Section	APPROVED POLICIES MAY 2026
Title	Vol. 40, No. 2 - February 2026 Renumbered/Revised VOLUNTEERS
Code	po8120.09
Status	
Adopted	May 4, 2026

8120.093120.09 - VOLUNTEERS

The Board of Education recognizes that certain programs and activities can be enhanced through the use of 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.

The Superintendent shall be responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. ~~The District~~ He shall not be obligated to make use of volunteers whose abilities are not in accord with District needs.

Volunteers for Athletic Activities

~~Volunteers who direct, supervise, or coach a student activity program that involves athletics, routine or regular physical activity, or activities with health and safety considerations may be required to complete a sudden cardiac arrest training course. The qualifications may also include completion of a student mental health training course. The mental health training course may be combined with or part of another training course.~~

~~These volunteers will submit to a background check and take courses as may be required by the Michigan Department of Education ("MDE") and/or the Michigan High School Athletic Association ("MHSAA").~~

General Requirements

~~[] Any individual who volunteers to work in the schools or on any school sponsored activity shall submit to a criminal history records check prior to being allowed to participate in any activity or program.~~

~~[] Any volunteer who works with or has access to students shall submit to a criminal history records check prior to being allowed to participate in any activity or program.~~

~~[] Any person who volunteers to work with the District 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.~~

~~[] 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.~~

The Superintendent is to inform each volunteer that ~~they~~he:

- A. ~~are required~~ shall agree to abide by all Board policies and District guidelines while on duty as a volunteer ~~(including, but not limited to, the volunteer's obligation to keep confidential and not release or permit access to any and all student personally identifiable information to which they are exposed except as authorized by law)~~ including signing, if appropriate, the District's Network and Internet Access Agreement Forms;
- B. will 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;

- C. will 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 ~~their~~his/her volunteer services;
- D. ~~()~~ may not accept compensation from any third party or source including, but not limited to, booster, parent, or other District support organizations for the performance of their official duties as a volunteer on behalf of the Board.
[END OF OPTION]

~~Furthermore, the Superintendent shall inform all volunteers who work or apply to work unsupervised with children on a regular basis of the need to display appropriate behavior at all times, and that~~The Superintendent shall also ensure that each volunteer is properly informed of the District's appreciation for his/her time and efforts in assisting the operation of the schools;

[CHOOSE OPTION #1 OR #2]

[] [OPTION #1]

~~they may be required to provide a set of fingerprints at any time so that a criminal records check can be conducted. If a criminal records check is then conducted, it will be done as a condition of continued service as a volunteer and will be at () the Board's [OR] () the volunteer's [END OF OPTION] expense.~~

[] [OPTION #2]

~~they will have to provide a set of fingerprints so that a criminal records check can be conducted () at the Board's expense () and that they will have to pay the costs associated with the criminal records check [END OF OPTION] either before they can begin their duties or as a condition of continued service as a volunteer at the discretion of the Board.~~

[END OF OPTIONS]

~~If a criminal records check indicates that a volunteer has been convicted of or pleaded guilty to any of the offenses listed below the volunteer will be informed either that the Board is no longer interested in maintaining their volunteer service or that the volunteer will be assigned to duties for which they will not work unsupervised with children.~~

~~The Superintendent shall inform each volunteer of the District's appreciation for their time and efforts in assisting in the operation of the schools and for their understanding with regard to the need for all volunteers to be subject to a possible criminal records check.~~

Offenses

~~No person is to be accepted or maintained as a volunteer if they have been convicted of any of the following offenses:~~

- ~~A. aggravated murder, murder, voluntary manslaughter, involuntary manslaughter~~
- ~~B. felonious assault, aggravated assault, assault~~
- ~~C. failing to provide for a functionally impaired person~~
- ~~D. aggravated menacing~~
- ~~E. patient abuse or neglect~~
- ~~F. kidnapping, abduction, child stealing, criminal child enticement~~
- ~~G. rape, sexual battery, corruption of a minor, gross sexual imposition, sexual imposition, importuning, voyeurism, public indecency, felonious sexual penetration, compelling prostitution, promoting prostitution, procuring prostitution, disseminating matter harmful to juveniles, pandering obscenity, pandering obscenity involving a minor, pandering sexually oriented matter involving a minor, illegal use of a minor in nudity oriented material or performance~~
- ~~H. aggravated robbery, robbery~~
- ~~I. aggravated burglary, burglary~~
- ~~J. abortion without informed consent~~

- K. ~~endangering children~~
- L. ~~contributing to the delinquency of children~~
- M. ~~domestic violence~~
- N. ~~carrying concealed weapons, having weapons while under disability, improperly discharging a firearm at or into a habitation or school~~
- O. ~~corrupting another with drugs~~
- P. ~~trafficking in drugs~~
- Q. ~~illegal manufacture of drugs or cultivation of marijuana~~
- R. ~~funding of drug or marijuana trafficking~~
- S. ~~illegal administration or distribution of anabolic steroids~~
- T. ~~drug possession offenses (that are not a minor drug possession offense)~~
- U. ~~placing harmful objects in or adulterating food or confection~~
- V. ~~(-) a felony~~
- W. ~~(-) an offense of violence~~

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Book	Policy Manual
Section	APPROVED POLICIES MAY 2026
Title	Vol. 40, No. 2 - February 2026 New STAFF ETHICS
Code	po4210
Status	
Adopted	September 14, 2015

4210 - **STAFF ETHICS**

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, the Board of Education expects all support staff members to maintain high standards in their working relationships, and in the performance of their professional duties, to:

A. Responsibility to the Profession

1. demonstrate responsibility for oneself as an ethical professional;
2. acknowledge, address, and attempt to resolve ethical issues in an appropriate manner;
3. promote and advance the profession within and beyond the school community;

B. Responsibility to Professional Competence

1. demonstrate commitment to high standards of practice;
2. demonstrate responsible use of data, materials, research, and assessment;
3. act in the best interest of all students;

C. Responsibility to Students

1. respect the rights and dignity of students;
2. demonstrate an ethic of care for students;
3. maintain student trust and confidentiality in a developmentally appropriate manner and within appropriate limits;

D. Responsibility to the School Community

1. promote effective and appropriate relationships with parents/guardians;
2. promote effective and appropriate relationships with colleagues;
3. promote effective and appropriate relationships with the community and other stakeholders;
4. promote effective and appropriate relationships with employers;
5. understand the problematic nature of dual or multiple relationships;

E. Responsible and Ethical Use of Technology

- 1. use technology in a responsible manner;
 - 2. ensure student safety and well-being when using technology;
 - 3. maintain confidentiality in the use of technology;
 - 4. promote the appropriate use of technology in educational settings;
- F. (↔) recognize basic dignities of all individuals with whom they interact in the performance of duties;
- G. (↔) represent accurately their qualifications;
- H. (↔) exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;
- I. (↔) seek and apply the knowledge and skills appropriate to assigned responsibilities;
- J. (↔) keep in confidence legally-confidential information as they may secure;
- K. (↔) ensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;
- L. (↔) avoid accepting anything of value offered by another for the purpose of influencing judgment;
- M. (↔) refrain from using position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. This will not be implemented in a manner that limits constitutionally or legally protected rights as a citizen.

[END OF OPTIONS]

In keeping with the ethical responsibilities of the support staff, the Board prohibits staff from engaging in a romantic or sexual relationship of any kind with students of this District, regardless of the student's age. District staff should not provide alcohol, drugs, cigarettes, or any other contraband to a student.

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Legal M.C.L. 750.520b, 750.520c, 750.520d, 750.520e
 Michigan Code of Educational Ethics

Book Policy Manual
 Section APPROVED POLICIES MAY 2026
 Title Vol. 40, No. 2 - February 2026 New CARE OF STUDENTS WITH DIABETES
 Code po5336
 Status

New Policy – Vol. 40, No. 2

5336 - CARE OF STUDENTS WITH DIABETES

The Board of Education is committed to ensuring that each student enrolled in the District who has diabetes receives appropriate and needed diabetes care in accordance with an order signed by the student's treating practitioner.

The diabetes care to be provided includes any of the following:

- A. checking and recording blood glucose levels and ketone levels, or assisting the student with checking and recording these levels;
- B. responding to blood glucose levels that are outside of the student's target range;
- C. in the case of severe hypoglycemia, administering glucagon and other emergency treatments as prescribed;
- D. administering insulin or assisting the student in self-administering insulin through the insulin delivery system the student uses;
- E. providing oral diabetes medications;
- F. understanding recommended schedules and food intake for meals and snacks in order to calculate medication dosages pursuant to the student's treating practitioner's order;
- G. following the treating practitioner's instructions regarding meals, snacks, and physical activity; and
- H. administering diabetes medication, as long as the conditions described below are satisfied.

Within fourteen (14) days after the **District Board** receives an order signed by the student's treating practitioner, the **District Board** will inform the student's parent, guardian, or other person having care or charge of the student that the student may be entitled to a Section 504 Plan **or Health Plan** regarding the student's diabetes.

[DRAFTING NOTE: SELECT OPTION #1 or #2]

[] [BEGIN OPTION #1]

With regard to the administration of diabetes medication:

- A. The diabetes medication may be administered by a ~~school nurse, or in the absence of a school nurse, such medication can be administered by a~~ school employee who is trained in diabetes care. Such training must address the following issues:
 1. recognizing the symptoms of hypoglycemia and hyperglycemia;
 2. the appropriate treatment for a student who exhibits the symptoms of hypoglycemia or hyperglycemia;
 3. recognizing situations that require the provision of emergency medical assistance to a student;
 4. understanding the appropriate treatment for a ~~student~~ **426** student, based on an order issued by the student's treating practitioner, if the student's blood glucose level is not within the target range indicated by the order;

5. understanding the instructions in an order issued by a student’s treating practitioner concerning necessary medications;
6. performing blood glucose and ketone tests for a student in accordance with the student’s treating practitioner’s order and recording the results of those tests;
7. administering insulin, glucagon, or other medication to a student in accordance with the student’s treating practitioner’s order and recording the results of the administration; and
8. understanding the relationship between the diet recommended in a student’s treating practitioner’s order and actions that may be taken if the recommended diet is not followed.

The training must also comply with the following additional requirements:

1. The training must be coordinated by a ~~school nurse, or if the school does not employ a school nurse,~~ a licensed health care professional (e.g., a medical or osteopathic doctor, a registered nurse, advanced practice registered nurse, a licensed practical nurse, or a physician's assistant) with expertise in diabetes who is approved by the District to provide the training.
 2. The training will take place prior to the beginning of each school year, as needed, or not later than fourteen (14) days after the **Board District** receives an order signed by the treating practitioner of a student with diabetes.
 3. Upon completion of the training, the **Board District** will determine whether each trained employee is competent to provide diabetes care.
 4. The ~~school nurse or~~ approved licensed health care professional with expertise in diabetes care will promptly provide all necessary follow-up training and supervision to an employee who receives training.
- B. ~~The Principal of a school attended by a student with diabetes will distribute a written notice (see Form 5336 F1) to each employee containing the following information:~~
1. ~~A statement that the school is required to provide diabetes care to a student with diabetes and is seeking employees who are willing to be trained to provide that care.~~
 2. ~~A description of the tasks to be performed.~~
 3. ~~A statement that participation is voluntary and that the School District will not take action against an employee who does not agree to provide diabetes care, including that the employee will not be penalized or disciplined for refusing to volunteer to be trained in diabetes care.~~
 4. ~~A statement that training will be provided by a licensed health care professional with expertise in diabetes to an employee who agrees to provide care.~~
 5. ~~A statement that a trained employee will not be subject to disciplinary action by the Board for providing care or performing duties to students with diabetes.~~
 6. ~~A statement that a trained employee is immune from liability for damages in a civil action for injury, death, or loss to person or property allegedly arising from providing care or performing duties under this Policy (unless the act or omission constitutes willful or wanton misconduct).~~
 7. ~~The name of the individual to contact if an employee is interested in providing diabetes care.~~

The ~~school nurse and/or the~~ school employee can only administer diabetes medication as described above if the requirements of Policy 5330 are met.

[END OF OPTION #1]

[] [BEGIN OPTION #2]

~~Diabetes medication may be administered by a school nurse.~~

~~The school nurse can only administer diabetes medication as described above if the requirements of Policy 5330 are met.~~

~~[END OF OPTION #2]~~

~~[END OF SELECTION]~~

A student's diabetes medication will be kept in an easily accessible location.

A student with diabetes will be permitted to attend to the student's diabetes care and management, in accordance with the student's treating practitioner's order, during regular school hours and school-sponsored activities only if:

- A. the student's parent, guardian, or other person having care or charge of a student provides a written request that the student be permitted to attend to the student's diabetes care and management while at school ~~(see Form 5330 F1)~~; and
- B. the student's treating practitioner has authorized such self-care and determined that the student is capable of performing diabetes care tasks ~~(See Form 5330 F1)~~.

A student with diabetes is permitted to perform diabetes care tasks in a classroom, in any area of the school or school grounds, and at any school-related activity. The student must have access to a private area for performing diabetes care tasks if the student or the student's parent, guardian, or other person having care or charge of the student makes such a request.

A student with diabetes is permitted to possess, on the student's self at all times, all necessary supplies and equipment to perform diabetes care tasks. ~~If the student performs any diabetes care tasks or uses medical equipment for purposes other than the student's own care, the Board will revoke the student's permission to attend to the care and management of the student's diabetes.~~

~~[] [OPTIONAL LANGUAGE]~~

The ~~Board~~ District will provide training in the recognition of hypoglycemia and hyperglycemia and actions to take in response to emergency situations involving these conditions to both of the following:

- A. a school employee who has primary responsibility for supervising a student with diabetes during some portion of the school day; ~~and~~
- ~~B. a bus driver employed by the Board who transports a student with diabetes.~~

~~[END OF OPTIONAL LANGUAGE]~~

~~[] [OPTIONAL LANGUAGE]~~

~~The Board authorizes the Superintendent to procure and maintain a supply of injectable or nasally administered glucagon for use in emergency situations. In procuring injectable or nasally administered glucagon, the Board will accept donations of glucagon from wholesale distributors of dangerous drugs or manufacturers of dangerous drugs, as well as donations of money from any person to purchase the drug.~~

~~In the circumstance of severe hypoglycemia, staff will follow the procedures and protocols relating to the administration of glucagon.~~

~~[END OF OPTIONAL LANGUAGE]~~

In accordance with Michigan law, the Board and its members and school employees shall not be liable for damages in a civil action for injury, death, or loss to person or property that allegedly arises from providing care or performing duties under this Policy unless the act or omission constitutes willful or wanton misconduct. Also, in accordance with Michigan law, a school nurse or other licensed health care professional shall be immune from disciplinary action by the Board of Nursing or any other regulatory board for providing care or performing duties under this Policy if the care provided or duties performed are consistent with applicable professional standards.

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Book	Policy Manual
Section	APPROVED POLICIES MAY 2026
Title	PROCUREMENT - FEDERAL GRANTS/FUNDS
Code	po6325
Status	
Adopted	August 15, 2016
Last Revised	January 13, 2025

6325 - PROCUREMENT – FEDERAL GRANTS/FUNDS

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall have and use a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326), including affirmative steps for small businesses, minority businesses, and women's business enterprises, veteran-owned businesses, and labor surplus area firms for the administration and management of Federal grants and Federally-funded programs. The District shall maintain oversight that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320A.

When required by Federal program legislation, all Federally-funded contracts in excess of \$2,000 related to construction, alteration, repairs, painting, decorating, etc., must comply with Davis-Bacon prevailing wage requirements.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3110, and Policy 4110 – Conflict of Interest.

The District will avoid the acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis shall be made between leasing and purchasing property or equipment to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions under the Federal award paid for from Federal funds or District matching funds shall be conducted in a manner that provides full and open competition, and that is in accordance with 2 C.F.R. Part 200, good administrative practice, and sound business judgment. To ensure objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids from competition for such procurements.

Examples of situations that may restrict competition include, but are not limited to:

- A. unreasonable requirements on firms for them to qualify to do business;
- B. unnecessary experience and excessive bonding requirements;
- C. noncompetitive pricing practices between firms or between affiliated companies;
- D. noncompetitive contracts to consultants that are on retainer contracts;

- E. organizational conflicts of interest;
- F. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- G. any arbitrary action in the procurement process.

To the extent that the District uses a pre-qualified list of persons, firms, or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list.

The District shall require that all prequalified lists of persons, firms, or products that are used in procurement transactions are current and include enough qualified sources to provide maximum open competition. When establishing or amending prequalified lists, the District (or subrecipient) must consider objective factors that evaluate price and cost to maximize competition. The District shall not preclude potential bidders from qualifying during the solicitation period.

Solicitation Language (Purchasing Procedures)

The District shall have written procurement procedures (in accordance with 2 C.F.R. 200.319(d)) that require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must set forth those minimum essential characteristics and standards to which the property, equipment, or service shall conform. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a "brand name or equivalent" description of features to provide procurement requirements may be used. The specific features of the named brand must be clearly stated, and the District must identify any additional requirements that the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall have and use documented procedures, consistent with the standards described above for the following methods of procurement:

A. Informal Procurement Methods

Informal procurement methods for small purchases expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under a Federal award does not exceed the simplified acquisition threshold, or a lower threshold established by the State; formal procurement methods are not required. The informal procurement methods include:

1. Micro-Purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed ~~\$15,000~~ \$10,000. To the extent practicable, the District should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable based on research, experience, purchase history, or other relevant information, and maintains documents to support its conclusion. The District shall maintain evidence of this reasonableness in the records of all purchases made by this method.

2. Small Purchases

Small purchases include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold.

Districts are responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which must not exceed the threshold established in the Federal Acquisition Regulations (FAR). When applicable, a lower simplified

acquisition threshold used by the District must be authorized or not prohibited under State, local, or tribal laws or regulations.

B. Formal Procurement Methods

When the value of the procurement for property or services under a Federal award exceeds the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement method can be used in accordance with the standards on competition in C.F.R. 200.319 or non-competitive procurement. The formal methods of procurement are:

1. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to more than the amount allowed by Michigan statute and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed the amount allowed by Michigan statute.

In order for sealed bidding to be feasible, the following conditions shall be present:

- a. a complete, adequate, and realistic specification or purchase description is available;
- b. two (2) or more responsible bidders have been identified as willing and able to compete effectively for the business; and
- c. the procurement lends itself to a firm, fixed-price contract, and the selection of the successful bidder can be made principally based on price.

When sealed bids are used, the following requirements apply:

- a. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
- b. The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond.
- c. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
- d. A firm, fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts must only be used to determine the low bid when the District determines they are a valid factor based on prior experience.
- e. The Board reserves the right to reject any or all bids, but must document and provide a justification for all bids it rejects for sound documented reason.

2. Proposals

Procurement by proposals is a method in which either a fixed-price or cost-reimbursement contract is awarded. This method is used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure A/E professional services. The method cannot be used to purchase other services provided by A/E firms are a potential source to perform the proposed effort.

3. Noncompetitive Procurement

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

- a. the aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;
- b. the procurement transaction can only be fulfilled by a single source;
- c. the public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
- d. the District requests in writing to use a non-competitive procurement method, and the Federal agency or pass-through entity provides written approval; or
- e. after soliciting several sources, the competition is determined to be inadequate.

Domestic Preference for Procurement

The District should, to the extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Such requirements shall be included in all subawards, contracts, and purchase orders under the Federal award.

Procurement of Recovered Materials

The District must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6962. These requirements include:

- A. procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
- B. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- C. establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

The District should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water-efficient; and are sustainable.

This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

Contract/Price Analysis

The District shall perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the Simplified Acquisition Threshold (currently ~~\$350,000~~ effective October 1, 2025 ~~\$250,000~~). The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the District should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the District must make independent estimates before receiving bids or proposals. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements. The District must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the District according to cost principle requirements.

Time and Materials Contracts

The District uses a time-and-materials type contract only 1) after a determination that no other contract is suitable, and 2) if the contract includes a ceiling price that the contractor exceeds at its own risk. A time-and-materials type contract means a contract whose cost to the District is the sum of the actual costs of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as 1) contractor integrity; 2) compliance with public policy; 3) record of past performance; and 4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company that is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors, at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package for resolution. Bid protests shall be filed, in writing, with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Records Retention

The District must retain all Federal award records for three (3) years from the date of submission of the final financial report. For awards that are renewed quarterly or annually, the District must retain records for three (3) years from the date of submission of the quarterly or annual financial report, respectively. Records to be retained include, but are not limited to, financial records, supporting documentation, and statistical records. Other records retention requirements shall be in accordance with 2 C.F.R. 200.334.

The District must collect, transmit, and store Federal award information in an open file, non-licensed, and machine-readable formats. The District may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

~~Revised 1/9/17~~
~~Revised 5/21/18~~
~~Revised 11/26/18~~
~~Revised 5/20/19~~
~~Revised 11/9/20~~
~~Revised 5/10/21~~
~~Revised 4/11/22~~
~~Revised 5/22/23~~
~~T.C. 4/15/24~~

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Legal 2 C.F.R. 200.317-.326; Appendix II to Part 200
 2 C.F.R. 200.334 - 200.336
 2 C.F.R. 200.520

Cross References po6350 - PREVAILING WAGE

Book	Policy Manual
Section	APPROVED POLICIES MAY 2026
Title	EMERGENCY OPERATIONS PLAN
Code	po8402
Status	
Adopted	May 20, 2019
Last Revised	May 4, 2026

8402 - EMERGENCY OPERATIONS PLAN

~~For~~ By no later than January 1, 2020, for each school building the District shall 1) develop an emergency operations plan or 2) adapt its statewide school information policy (referred to as the "Plan" throughout the remainder of this Policy) to comply with the requirements of this Policy. This action shall be taken with input from the public. School building means any building intended to be used to provide instruction to students and any recreational or athletic structure or field intended to be used by students.

Beginning in the 2019-2020 school year, and at least biennially thereafter, the District shall conduct a review of its Plan, including a review of the vulnerability assessment, with at least one law enforcement agency that has jurisdiction over the District.

The Plan must include guidelines and procedures that address all of the following:

- A. school violence and attacks
- B. threats of school violence and attacks
- C. bomb threats
- D. fire
- E. weather-related emergencies
- F. intruders
- G. parent and pupil reunification
- H. threats to a school-sponsored activity or event whether or not it is held on school premises
- I. a plan to train teachers on mental health and pupil and teacher safety
- J. a plan to improve school building security
- K. an active violence protocol
- L. continuity of operations after an incident
- M. a vulnerability assessment
- N. a protocol for when and how pupils are permitted to use wireless communication devices during an emergency.

The District shall notify the Michigan Department of Education not later than thirty (30) days after it adopts its Plan and after each biennial review in the form and manner prescribed by the Department.

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M.C.L. 380.1308a

Book	Policy Manual
Section	APPROVED POLICIES MAY 2026
Title	Vol. 40, No. 2 - February 2026 New SPECIALIZED TRANSPORTATION FOR STUDENTS WITH IEPs
Code	po8655
Status	

8655 - SPECIALIZED TRANSPORTATION FOR STUDENTS WITH IEPs

It is the policy of the Board of Education to provide specialized transportation as a related service when it is necessary for a student with an individualized education program ("IEP") to receive a free appropriate public education ("FAPE"), consistent with the least restrictive environment ("LRE") requirements. Specialized transportation is defined under 34 C.F.R. 300.34(c) (16) and includes travel to and from school and between schools; travel in and around school buildings; and specialized equipment such as special or adapted buses, lifts, and ramps, if required to provide transportation for a student with an IEP.

The IEP Team shall determine whether specialized transportation is required based on the individual needs of the student and the student's access to education in the LRE, including nonacademic settings, in accordance with 34 C.F.R. 300.114 and 300.117. Transporting a student with an IEP separately from their peers shall be used only when necessary to meet the student's needs and after consideration of supplementary aids and services that could support the student on general education transportation. The IEP Team will consider whether the student can safely walk or use general education transportation to get to and from school and activities, and if not, whether disability-related medical, health, developmental, or behavioral needs necessitate specialized transportation. The IEP Team will also consider potential harmful effects on the student or the quality of services, consistent with 34 C.F.R. 300.116(d). ~~Cost shall not be a factor in determining a student's need for specialized transportation as a related service. Any required specialized equipment or supports will be documented in the student's IEP.~~

Transportation options shall be selected in accordance with LRE principles and the student's documented needs and may include: general education vehicles without supplementary aids and services; general education vehicles with supplementary aids and services for specialized equipment; or specialized transportation vehicles when necessary for the student to receive FAPE. The IEP Team's determination shall address transportation to and from school and, as appropriate, nonacademic and extracurricular activities that are part of the student's IEP.

The Superintendent shall establish administrative guidelines to implement this policy and to ensure that transportation personnel receive the information necessary to carry out IEP-required transportation supports and services in compliance with Federal and State requirements.

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Legal	34 C.F.R. 300.34(c)(16), 300.114, 300.116(d), 300.117 M.C.L. 380.1321, 1322, 1323, 1324, 1756 A.C. Rule 340.281, 282
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