



# East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

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Regular Meeting  
December 12, 2022 - 7:00 PM  
Board Room  
509 Burcham Drive  
East Lansing, Michigan 48823



## Agenda

### **I. Opening of Meeting**

A. *Call to Order*

B. *Roll Call*

C. *Mission Statement: Nurturing Each Child, Educating All Students, Building World Citizens*

D. *Approval of Agenda*

*The Board of Education approves the agenda of the December 12, 2022 regular meeting, as presented.*

E. *Approval of Minutes*

*The Board of Education approves the minutes of the November 28, 2022 regular meeting, as presented.*

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### **II. Recognition**

A. *Service of outgoing Board members Powers and Martin - Superintendent Leyko*

### **III. Student Representative Report**

### **IV. Superintendent's Report**

### **V. Presentations**

A. *2022-23 Teacher Grant Awards, Julie Thomas-Beckett, ELEF President*

B. *German American Partnership Program, Adam Orange and Alexander Arnold*

**VI. Public Comment:** This is the opportunity to address the Board. Speakers are to confine their remarks to five minutes. If a speaker requires more than five minutes, after all other persons who have requested to speak during this part of the meeting have spoken, that speaker will be allowed additional time. The Superintendent or other district staff may comment to clear up or avoid significant misunderstandings.

### **VII. Action Items**

**A. Revisions and Additions to Board Policies**

**Motion: The Board of Education approves the revisions and additions to the following Board Policies, as presented.**

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- 1. Policy 2401 Board Member Elections
- Policy 2405 Board Officers
- Policy 2406 Board Officers' Duties
- Policy 2501 Meetings
- Policy 2501A Electronic Board of Education Meetings
  - 2501A-F-1 Electronic Board Meeting Checklist
  - 2501A-F-2 Advance Notice of Remote Participation
  - 2501A-F-3 Electronic Board Meeting Notice
- Policy 3105 Visitors and Volunteers
- Policy 3106-F Booster Clubs, PTOs, and Other Support Groups
- Policy 3118 Title IX Sexual Harassment
- Policy 3301 Purchasing and Procurement
- Policy 3301A Purchasing and Procurement with Federal Funds (new)
- Policy 3302 Acquisition of Real Property
- Policy 3303 Gifts and Donations
- Policy 3303-F Gifts and Donations Form
- Policy 3304 Use of District Property
- Policy 3305 Sale or Lease of District Property
- Policy 3306 Construction Bidding
- Policy 3307 Construction Administration
- Policy 3308 Distribution of Printed Material and Advertising in School
- Policy 3409 Intentionally Left Blank (Face Mask Requirement)
- Policy 4101 Non-Discrimination
- Policy 4102 Anti-Harassment, Including Sexual Assault
- Policy 4103 Whistleblowers' Protection
- Policy 4105 Workplace Accommodations for Employees and Applicants with Disabilities
- Policy 4108 Union Activity and Representation
- Policy 4109 Break Time for Nursing Mothers to Express Milk
- Policy 4111 Professional Development
- Policy 4201 Employee Ethics and Standards
  - 4201-AG Employee Ethics and Standards - Time and Effort Reporting (new)
- Policy 4202 Children's Protective Services (CPS) Reporting and Student Safety and Welfare
- Policy 4205 Hiring and Background Checks
- Policy 4210 Drug and Alcohol-Free Workplace; Tobacco Product Restrictions
- Policy 4213 Anti-Nepotism
- Policy 4217 Social Media
- Policy 4226 Intentionally Left Blank (Temporary COVID-19

Vaccination, Testing and Face Covering)  
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Policy 4601 Superintendent - General  
Policy 4602 Hiring  
Policy 5101 Student Expression  
Policy 5305 Schools-of-Choice  
Policy 5506 Field Trips  
Policy 5710 Student Suicide Prevention  
Policy 5711 Toilet Training

**B. Employment Contract for Director of Operations and Maintenance**

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*Motion: The Board of Education approve the hiring of Billy Hastings, Director of Operation and Maintenance, and the related employment contract, as presented.*

**VIII. Committee Reports**

- A. Academic and Technology Committee
- B. Facilities Committee
- C. Finance Committee
- D. Intergovernmental Relations
- E. Personnel Committee
- F. Policy Committee

**IX. Announcements**

**X. Adjournment**

***Respectfully Submitted,***

***Dori Leyko  
Superintendent***

Regular Meeting  
Monday, November 28, 2022 7:00 PM Eastern

Board Room  
509 Burcham Drive  
East Lansing, Michigan 48823

## I. Opening of Meeting

### I.A. Call to Order

Board President Kate Powers called the meeting to order at 7:00 pm.

### I.B. Roll Call

Dr. Terah Chambers:	Present
Dr. Kath Edsall:	Present
Ms. Monica Fink:	Present
Dr. Elizabeth Lyons:	Present
Mr. Chris Martin:	Present
Ms. Kate Powers:	Present
Ms. Debbie Walton:	Present

#### **Student Representatives:**

Gabriel Benavides	Present
Alexander Mielock	Absent
Ms. Dori Leyko	Present

Present: 9. Absent: 1.

### I.C. Mission Statement: *Nurturing Each Child, Educating All Students, Building World Citizens*

### I.D. Approval of Agenda

Motion: 22-23/040: The Board of Education approves the agenda of the November 28, 2022 regular meeting, as presented.

This motion, made by Ms. Debbie Walton and seconded by Dr. Elizabeth Lyons, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye,  
Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

I.E. *Approval of Minutes*

- **November 14, 2022**

Motion 22-23/041: The Board of Education approves the minutes of the November 14, 2022 regular meeting, as presented.

This motion, made by Dr. Kath Edsall and seconded by Mr. Chris Martin, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

**II. Recognition**

- Congratulations to Dave Larzelere for winning City Pulse's **Top of the Town Award** for best high school teacher.
- Thank you to Ashley Ahlin, Karen Bonnell, and all the volunteers, including high school students, for putting on Math Night at elementary schools across the district.
- A number of seventh and eighth-grade band and orchestra students performed at Burcham Hills.
- The High School Science Olympiad team competed in a competition in Saline and won first place.
- A number of All-State musicians were selected from the high school: All-State Band - Johnny Bonnell, Skyler Hamlin, Anne Walton (first chair trumpet); All-State Orchestra - Dana Hardy and Sima Bezuglova.
- Lansing Symphony Orchestra side-by-side program: Johnny Bonnell and Anne Walton will perform with the Orchestra for the Holiday Pops concert.
- Recognize the cast and crew of *A Midsummer Night's Dream*. Congratulations to everyone on a great production.

**III. Student Representative Report**

Student Representative Benavides:

- Congratulations to Gwen Petrie for placing 9th in the Division 2 State meet for Diving.
- Auditions for the spring musical - *Chicago Teen Edition* taking place.
- Thank you to Mr. Smith for all his work on the fall production of *A Midsummer Night's Dream*.
- Winter sports are beginning: basketball and boys swimming and diving.
- Flockey will be starting again soon.
- *Tabooli Tutors* is a tutoring program for middle school and underclass high school students.

**IV. Superintendent's Report**

- School safety assessments will be taking place this week. High school and middle school on Tuesday, three elementary buildings on Wednesday, and the other three elementary buildings on Thursday.

- Representatives of the high school safety work group will take part in the safety assessments. This group meets during our scheduled PD days. Superintendent Leyko met with the group during the November 11 PD day.
- ELPD will also take part in one of the walkthroughs.

Discussion followed.

#### V. Consent Agenda

Motion 22-23/042: The Board of Education approves the consent agenda to include the following:

V.A. Hiring of **Heather Lounsbury**, 1.0 FTE High School Special Education teacher at MA Step 17, effective November 29, 2022.

This motion, made by Dr. Kath Edsall and seconded by Mr. Chris Martin, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye, Ms. Monica Fink: Nay

Aye: 6, Nay: 1

**VI. Public Comment:** This is the opportunity to address the Board. Speakers are to confine their remarks to five minutes. If a speaker requires more than five minutes, after all other persons who have requested to speak during this part of the meeting have spoken, that speaker will be allowed additional time. The Superintendent or other district staff may comment to clear up or avoid significant misunderstandings.

- Benjamin Cook: Interest in boys' volleyball.

#### VII. Action Items

No action items.

#### VIII. Committee Reports

VIII.A. Academic and Technology Committee

No report.

VIII.B. Facilities Committee

No report.

VIII.C. Finance Committee

Finance Committee met on November 17 and discussed:

- October 5, 2022 unaudited enrollment count.
- 2022-23 1st semester class size overage stipends.
- Director of Operations and Maintenance and Personnel Administrative Assistant positions.
- General Fund interest earnings.
- October 2022 State Aid prior year adjustments -

VIII.D. Intergovernmental Relations

No report.

VIII.E. Personnel Committee

- Personnel Committee has a meeting scheduled for December 7 at 1:00 pm in the Board room.

VIII.F. Policy Committee

Policy Committee met on November 16 and discussed:

- Thru updated policies. Mostly, minor edits, others were centered on changes to the COVID-19 mandates. They have been placed in Items of Information for Board members to review.
- One policy still needs to be reviewed: Therapy Dog - looking to align with Canines for Change.
- Hoping to vote on these updated policies at the next meeting before year-end.

**IX. Announcements**

Dr. Chambers: appreciates all of the candidates who ran for the School Board. Thank you to the community for being open and thoughtful during the campaign.

**X. Adjournment**

The meeting adjourned at 7:19 pm.

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President

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Secretary

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1301 Creation, Amendment, and Posting of Policies

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1401 Definitions

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## Series 2000 Bylaws

### 2400 Board Membership and Duties

#### *2401 Board Member Elections*

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

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

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

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

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

Date adopted: December 13, 2021

Date revised:

## Series 2000 Bylaws

### 2400 Board Membership and Duties

#### 2405 Board Officers

Board officers will consist of a President, Vice President, Treasurer, and Secretary. Board officers must be Board members.

##### A. Election of Board Officers

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

B. If the Board does not elect a Secretary, the President must appoint a Board member to the vacant office. If the Board does not elect a Treasurer, the President must appoint a Board member to the vacant office.

##### C. Removal of Board Officers

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

D. Board Officer Vacancies

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

E. Assistants to the Secretary and Treasurer

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

Legal authority: MCL 380.11a

Date adopted: December 13, 2021

Date revised:

## Series 2000 Bylaws

### 2400 Board Membership and Duties

#### 2406 Board Officers' Duties

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

##### A. President

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

##### B. Vice President

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

##### C. Secretary

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

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

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

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

**D. Treasurer**

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

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

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

**E. Succession**

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

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

Date adopted: December 13, 2021

Date revised:

## Series 2000 Bylaws

### 2500 Board Meetings and Open Meetings Act Compliance

#### 2501 Meetings

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

##### A. Notice

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

B. Quorum

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

C. Meeting Types

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

D. Closed Session

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

#### E. Meeting Cancellation

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

#### F. Electronic Board Meetings and Remote Participation

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

#### G. Minutes

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

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

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

#### H. Accommodating Board Members and Other Individuals with Disabilities

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

#### I. Parliamentary Procedure

Board meetings will be conducted consistent with the parliamentary authority provided in Robert's Rules of Order provided the procedure is consistent with Board Policy and the law.

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

Date adopted: December 13, 2021

Date revised:

## Series 2000 Bylaws

### 2500 Board Meetings and Open Meetings Act Compliance

#### 2501A *Electronic Board of Education Meetings*

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

##### A. Definitions

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

1. “Two-Way Communication” means telephone, video, or other means of conferencing that allows Board members to hear and be heard by both the public and other Board members, and allows the public to hear and be heard by other members of the public and the Board members during public comment. Real-time typed public comments that may be read to or shared with Board members and the public is a sufficient form of two-way communication for purposes of public participation during an electronic Board meeting.

##### B. Permissible Reasons for Wholly Electronic Board Meetings

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

##### C. Permissible Reasons for Individual Board Member Remote Participation

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

##### D. Procedures to Accommodate Board Member Remote Participation

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

1. The Board and the remote Board member will ensure there is Two-Way Communication during the meeting;
2. The remote Board member must provide notice to Board President at least two hours before the meeting unless an emergency; and The Superintendent or designee will ensure that public notice of the remote Board member’s physical

absence and information on how to contact the remote Board member is provided sufficiently in advance of the Board meeting so that a member of the public may provide input on or ask questions about any business that will come before the Board at the meeting.

#### E. Procedures to Ensure Public Participation at Electronic Meetings

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

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

#### F. Electronic Board Meeting Notice Requirements

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

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

The notice must clearly explain:

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

G. Electronic Board Meeting Agenda Requirements

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

Legal authority: MCL 15.263, 15.263a.

Date adopted: December 13, 2021

Date revised:

## Series 2000 Bylaws

### 2500 Board Meetings and Open Meetings Act Compliance

#### 2501A-F-1 *Electronic Board Meeting Checklist*

#### Deciding whether to hold an electronic Board meeting:

- For a ***wholly electronic*** Board meeting,
  - Every Board member is absent due to military duty, An ADA “disability”, or other reason permitted by Michigan law.
- For a ***hybrid physical/electronic*** Board meeting, a Board member is participating remotely because
  - The Board member is absent due to military duty.
  - The Board member must participate remotely as a reasonable accommodation for an ADA “disability”.
  - The Board member is subject to another reason permitted by Michigan law.

#### Preparing for an electronic Board meeting:

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

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

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

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

**During the electronic Board meeting:**

- Confirm the Board, each Board member participating remotely, and the public have access to Two-Way communication.

**Series 2000 Bylaws**

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

**2501A-F-2 Advance Notice of Remote Participation**

**Advance Notice of Remote Participation**

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

## Series 2000 Bylaws

### 2500 Board Meetings and Open Meetings Act Compliance

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

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

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

#### Option A – Wholly Electronic Meeting

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

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

The Board of Education is holding a *wholly electronic* Board meeting because all Board members will be physically absent due to military duty, ADA accommodation, or other reason permitted by Michigan law.

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

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

Any person with a disability requiring special accommodations to participate in this meeting should contact the Superintendent's office at 517-333-7424 in advance of the meeting.

### Option B – Hybrid Meeting

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

The meeting will be held both electronically and in person. One or more Board members will be participating in the Board meeting remotely due to

- Military duty.
- Reasonable accommodation under ADA.
- Other reason permitted by Michigan law.
- The public may attend and participate using this portal:: [insert telephone number, internet address, virtual meeting address, or other information needed to participate]. The public may also attend and participate in person, subject to health and safety requirements, if applicable, at [insert physical location of the meeting].

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

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

Any person with a disability requiring special accommodations to participate in this meeting should contact the Superintendent's office at 517-333-7424 in advance of the meeting.

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

### **3100 General Operations**

#### ***3105 Visitors and Volunteers***

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

##### A. Visitors

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

##### B. Volunteers

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

4. Volunteer Drivers

- a. A volunteer may only drive a District vehicle with approval of the Superintendent or designee and in compliance with all applicable laws. For purposes of this subsection B.4, a “District vehicle” is a vehicle owned or leased by the District, including a school bus, and a “private vehicle” is any vehicle that is not a District vehicle.
- b. Except in an emergency, before a student rides in a private vehicle, the driver must have permission from the student’s parent/guardian to transport the student to or from the school or applicable event. Permission must be in writing if the driver is using a vehicle with a manufacturer’s rated seating capacity of 11 or more passengers.
- c. A volunteer driver of must:
  - hold a valid driver’s license appropriate for the vehicle;
  - if required by law, hold a valid chauffeur’s license; and
  - for a private vehicle, provide to the Superintendent or designee’s satisfaction proof of insurance, and proof of the vehicle’s lawful registration.
- d. A volunteer driver is responsible for any loss, damage, cost, and liability related to the driver’s operation of a District vehicle or private vehicle.

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

Date adopted: December 13, 2021

Date revised:

**Series 3000: Operations, Finance, and Property**  
**3100 General Operations**  
**3106-F Booster Clubs, PTOs, and Other Support Groups**

Support groups are required to complete this form annually by October 1, whether operating within the District or as a separate legal entity.

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

Name of Support Group: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

Program or Activity Supported: \_\_\_\_\_

Please indicate the status of the support group:

- Internal Support Group (e.g., parent/guardian group operating within the District).  
**Complete Section A.**
- External Support Group (e.g., booster club, PTO, other separate legal entity).  
**Complete Section B and the attached Acknowledgment and Release Form.\***

**Section A: Internal Support Groups**

Building of Operation: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Primary Staff Contact: \_\_\_\_\_

**Section B: External Support Groups**

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

Bylaws Adopted:  Yes  No Date Adopted: \_\_\_\_\_

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

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

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

Banking Institution: \_\_\_\_\_

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

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

Date of Annual Meeting and Election of Officers: \_\_\_\_\_

Name and Contact Information of Current Officers:

Title	Name	Phone	Email
President			
Vice President			
Treasurer			
Secretary			

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

**For Internal Use**

Date Received: \_\_\_\_\_

Received by: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Approved  Not Approved

Signature of Superintendent or Designee: \_\_\_\_\_

If denied, describe basis (attach additional sheet if necessary)

\_\_\_\_\_

If approved or denied by Board of Education, date of Board meeting: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Name of Organization: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Series 3000: Operation, Finance, and Property

### 3100 General Operations

#### 3118 Title IX Sexual Harassment

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

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

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

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

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

#### A. Definitions

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

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

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

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

14. "Supportive Measures" are non-disciplinary, non-punitive, individualized services offered and implemented by the Title IX Coordinator as appropriate, as reasonably available, and at no-cost to the Complainant and the Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.
15. "Title IX Coordinator" is the person(s) designated by the District to coordinate the District's Title IX compliance. The Title IX Coordinator may not be the same person as the Appeals Officer or Decision-Maker on a specific matter. A person not serving as a Title IX Coordinator in a particular matter is not disqualified from serving in another role in that matter. The Title IX Coordinator may also serve as the Investigator or person designated to facilitate an informal resolution process on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.

#### B. Posting Requirement

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

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

#### C. Designation of Title IX Coordinator

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

Rulesha Glover-Payne  
509 Burcham Dr, East Lansing MI 48823  
517-333-7413  
[rulesha.glover@elps.us](mailto:rulesha.glover@elps.us)

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

Any other person who witnesses an act of sexual harassment is encouraged to report it to a District employee and may do so anonymously. No person will be

retaliated against based on any report of suspected sexual harassment or retaliation.

A person may also anonymously report an incident of sexual harassment or retaliation. The District will investigate anonymous reports pursuant to its investigation procedures described below.

A person who has been the subject of sexual harassment or retaliation may report that behavior to the Title IX Coordinator or any District employee. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator by the end of the next day.

A person may make a report at any time, including non-business hours. Reports may be filed in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

## E. General Response to Sexual Harassment

### 1. Actual Knowledge without Formal Complaint Filed

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

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

If the Complainant does not file a Formal Complaint or if another person informs the Title IX Coordinator of an allegation of sexual harassment, the Title IX Coordinator must evaluate the information and determine whether to sign and submit a Formal Complaint. If the Title IX Coordinator determines not to sign and submit a Formal Complaint, the Title IX Coordinator must address the allegations in a manner that is not deliberately indifferent

### 2. Formal Complaint Filed

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

### 3. Equitable Treatment

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

### 4. Documentation and Recordkeeping

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

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

### 5. Supportive Measures

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

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

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

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

Supportive measures may include, but are not limited to:

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

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

## 6. Respondent Removal

### a. Emergency Removal (Student)

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

### b. Administrative Leave (Employee)

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

## 7. Law Enforcement

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

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

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

## F. Grievance Process

### 1. Generally

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

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

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

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

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

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

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

## 2. Notice of Allegations

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

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

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

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

### 3. Investigation

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

#### a. Investigation Process

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

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

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

Parties may be accompanied by an advisor of their choice, including an attorney, in any meeting or Grievance Process proceeding. If a party chooses an advisor who is not a District employee, the District is not responsible for any associated costs. The Superintendent or designee may establish restrictions regarding the extent to which the advisor may

participate in the proceedings, as long as the restrictions apply equally to both parties (e.g., abusive, disruptive behavior or language will not be tolerated; advisor will not interrupt the investigator to ask questions of witnesses).

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

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

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

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

#### b. Investigation Report

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

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

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

#### 4. Determination of Responsibility

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

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

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

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

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

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

- a. Identification of the sexual harassment allegations;
- b. Description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
  - i. Notification to the parties;
  - ii. Party and witness interviews;
  - iii. Site visits;
  - iv. Methods used to collect evidence; and
  - v. Hearings held.
- c. Factual findings that support the determination;
- d. Conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;
- e. A statement of, and rationale for, the result as to each allegation, including:
  - i. A determination of responsibility;

- ii. Any disciplinary action taken against the Respondent (consistent with Policies 4309, 4407, 4506, 4606, or 5206, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and
  - iii. Whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.
- f. Appeal rights
- See Section G of the Policy for appeal rights and procedures.

## G. Appeals

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

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

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

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

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

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

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

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

#### H. Informal Resolution

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

Informal resolution does not require a full investigation and may encompass a broad range of conflict resolution strategies, including, but not limited to, arbitration, mediation, or restorative justice.

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

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

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

1. Allegations;
2. Informal resolution requirements, including the circumstances under which the informal resolution precludes the parties from resuming a Formal Complaint arising from the same allegations;
3. Right to withdraw from informal resolution and resume the Grievance Process at any time prior to agreeing to a resolution; and
4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

#### I. Dismissal

##### 1. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

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

c. The Formal Complaint's allegations did not occur in the United States.

## 2. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

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

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

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

## J. Consolidation of Complaints

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

## K. Remedies and Disciplinary Sanctions

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

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

1. Providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;
2. Offering the parties school-based counseling services, as necessary;
3. Providing the parties with academic support services, such as tutoring, as necessary;
4. Rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;
5. Moving the Complainant's or the Respondent's locker or work space;

6. Issuing a “no contact” directive between the Complainant and Respondent;
7. Providing counseling memoranda with directives or recommendations;

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

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

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

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

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

#### K. False Statements

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

#### L. Confidentiality

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

## M. Retaliation

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

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

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

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

## N. Training

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

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

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

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

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

Any materials used to train District employees who act as Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, or who facilitate an informal

resolution process must not rely on sex stereotypes and must promote impartial investigations and adjudications of Formal Complaints. These training materials must be posted on the District's website.

#### O. Record Keeping

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

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

#### P. Office for Civil Rights

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

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

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

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

Date adopted: December 13, 2021

Date revised: October 3, 2022

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

### **3300 Facilities, Real, and Personal Property**

#### **3301 Purchasing and Procurement**

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

##### **A. Responsibility for Purchasing**

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

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

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

##### **C. Bidding Procedure**

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

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

3. Awarding Bids

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

4. Michigan-Based Business Preference

- a. The District may give up to a 10% preference to a bidder that is a Michigan-based business as defined by MCL 18.1268.
- b. The Michigan-based business preference will not apply if federal funds are used for the purchase.

D. Purchases Using State Aid Act Funds

1. The District will not use state aid to purchase foreign goods or services if American goods or services are available, competitively priced, and of comparable quality.

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

**E. Purchases Using Federal Funds**

Purchases made with federal funds and subject to the federal Uniform Grant Guidance are also governed by Policy 3301A. Legal authority: 2 CFR 200.1 et seq.; MCL 129.311 et seq.; MCL 380.1274; MCL 388.1764c

Date adopted: December 13, 2021

Date revised:

## Series 3000: Operations, Finance, and Property

### 3300 Facilities, Real, and Personal Property

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

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

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

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

##### B. Procurement Methods

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

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

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

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

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

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

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

- C. The District will take affirmative steps to assure that minority-owned businesses, women’s business enterprises, and labor surplus area firms are included in bidding opportunities.
- D. A person may protest the veracity, conformity, or eligibility of a bid. The District will handle bid protests as follows:
  - 1. Within 48 hours of the time bid results are available, the protesting person will submit a written protest to the Superintendent describing in detail the nature of the protest;
  - 2. The Superintendent or designee will review the written protest, and the Superintendent may bring it to the Board’s attention in the Superintendent’s discretion; and
  - 3. A person’s failure to file a protest as described above is an irrevocable waiver of the bid protest.

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

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

Legal authority: 2 CFR 200.1 et seq.

Date adopted:

Date revised:

## Series 3000: Operations, Finance, and Property

### 3300 Facilities, Real, and Personal Property

#### 3302 *Acquisition of Real Property*

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

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

Legal authority: MCL 15.268; MCL 207.501 et seq., 207.521 et seq.; MCL 380.11a, 380.553, 380.1225, 380.1351 et seq.; MCL 565.351 et seq.

Date adopted: December 13, 2021

Date revised:

## Series 3000: Operations, Finance, and Property

### 3300 Facilities, Real, and Personal Property

#### 3303 Gifts and Donations

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

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

##### A. Accepting Donations

1. Donations accepted by the District will become public funds or public property unless an exception is provided under applicable law.
2. The Board authorizes the Superintendent or designee to accept Donations of personal property consistent with the District’s interests and objectives with an estimated fair market value of \$4,999.99. The Board retains authority, in its discretion, to accept Donations exceeding \$5,000.00. The Board must approve all Donations of real property, regardless of value.
3. Donations must be lawful and support an educational purpose.
4. The Board must approve all Donations of real property, regardless of value.
5. Donations accepted by the District will be used for any specific purpose identified by the donor provided the purpose is lawful and consistent with the District’s interests and objectives. A donor may identify the specific purpose of the Donation and any other lawful conditions using the District 3303-F.
6. Except as required by law, the District does not have an obligation to replace a Donation that is lost, destroyed, or becomes obsolete.

##### B. Soliciting Donations

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

##### C. Scholarships are governed by Policy 3207.

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

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

Date adopted: December 13, 2021

Date revised:

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

**3300 Facilities, Real, and Personal Property**

**3303-F Gifts and Donations Form**

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

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

**Donor Information**

Name of Donor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Describe student group or club, activity, or event:

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

**3303-F Gifts and Donations Form**

**Donation Information**

School building associated with Donation: \_\_\_\_\_  
*Insert "district-wide" if not associated with a particular school building.*

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

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

**Cash or Monetary Donation:**

Amount of Donation: \$ \_\_\_\_\_

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

**Personal Property:**

Description of Personal Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated fair market value: \* \$ \_\_\_\_\_

**Real Property and Capital Projects:**

Description of Real Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated fair market value: \* \$ \_\_\_\_\_

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

**3303-F Gifts and Donations Form**

**Other:**

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Donation Purpose**

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

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

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

If yes, please describe the purpose: \_\_\_\_\_

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

If yes, please describe: \_\_\_\_\_

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**By signing this form, I understand and agree that:**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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**3303-F Gifts and Donations Form**

For Internal Use	
<input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted	Date: _____
Signature of Superintendent or Designee: _____	
<input type="checkbox"/> Donor Contacted by: _____	staff member name
Date: _____	
If approved by the Board, date of Board meeting: _____	

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

### **3300 Facilities, Real, and Personal Property**

#### **3304 Use of District Property**

##### **A. Definitions**

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

##### **B. General Facilities Use Guidelines**

1. Rental fees for District facilities and equipment will be set by the Superintendent or designee.
2. Any person or group using District facilities must maintain order and safety, protect property, and restore the facilities to their condition before use.
3. The District may seek reimbursement from a user of its facilities for any costs the District incurs in opening, restoring, or cleaning such facilities.
4. The Superintendent or designee may deny a request to use the District’s facilities or equipment if the Superintendent or designee believes that the person or group does not have sufficient financial resources to cover costs required by this Policy or is unwilling to pay them.
5. No person or group using District facilities under this Policy may charge a fee for admission or parking unless approved in writing in advance by the Superintendent or designee.
6. Any person or group using the District’s facilities for any purpose must comply with all applicable laws, Board Policies, rules, and regulations.
7. For a non-student group that wishes to use a facility, a supervising adult must submit a written facility use request to the Superintendent or designee. The request, applicable rental fee, and other required documents must be received by the Superintendent or designee before any facility use will be considered. The supervising adult assumes primary responsibility for complying with subsection B.2.
8. Leasing District property is addressed in Policy 3305.

## **3304 Use of District Property**

Page 2

### **C. Use of District Facilities by Student Groups**

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

### **D. Use of District Facilities by Non-Student Groups**

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

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

6. The District's facilities are not public fora and a non-student group's access to such facilities does not create a public forum.
7. Denial of access
  - a. The Superintendent or designee may reject a non-student group's request to use District facilities if the group's use of the facilities is for a commercial purpose. A booster club or other organization raising money

### **3304 Use of District Property**

Page 3

purely for the support of a student group and not for personal profit is not considered a commercial purpose.

- b. The Superintendent or designee may lawfully restrict, exclude, or impose conditions on a person inappropriately using District facilities or violating this Policy. A person who refuses to comply may be considered a trespasser.

#### **E. Use of Specialty Facilities by Application and Agreement**

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

#### **F. Using District Personal Property**

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

Date adopted: December 13, 2021

Date revised:

## Series 3000: Operations, Finance, and Property

### 3300 Facilities, Real, and Personal Property

#### 3305 *Sale or Lease of District Property*

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

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

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

Date adopted: December 13, 2021

Date revised:

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

### **3300 Facilities, Real, and Personal Property**

#### **3306 Construction Bidding**

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

##### **A. When Competitive Bidding is Required**

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

##### **B. Bidding Procedure**

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

##### **C. Alternates**

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

##### **D. Michigan Business Preference**

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

E. Construction Bidding Using State Aid Act Funds

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

F. Construction Bidding Using Federal Funds

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

Legal authority: MCL 129.311 et seq.; MCL 380.1267

Date adopted: December 13, 2021

Date revised:

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

### **3300 Facilities, Real, and Personal Property**

#### **3307 Construction Administration**

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

##### **A. Plan Review**

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

##### **B. Professional Consultants**

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

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

C. Payment and Performance Bonds

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

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

Date adopted: December 13, 2021

Date revised:

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

### **3300 Facilities, Real, and Personal Property**

#### ***3308 Distribution of Printed Material and Advertising in School***

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

#### **A. General Restrictions on Advertisements**

##### **1. No Advertisement may:**

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

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

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

**B. Student Group Advertisements**

1. A student group is 1 or more students participating in District-sponsored curricular or extracurricular activities supervised by District personnel, such as an athletic team, student council, academic team, or student club.
2. A student group may use District facilities for that group's Advertisements with the prior approval of the applicable building principal or designee.
3. A non-student group Advertisement that appears within materials produced or distributed by a student group (e.g., yearbooks, student newspapers, and athletics or student club publications) is considered a non-student group Advertisement.

**C. Non-Student Group Advertisements**

1. A non-student group Advertisement is any Advertisement that is not considered a student group Advertisement or District speech.
2. A non-student group Advertisement must:
  - include a statement explaining that the group is not affiliated with, or endorsed by, the District;
  - receive prior approval from the Superintendent or designee; and
  - be subject to a written contract with the District describing each party's obligations and rights.
3. A non-student group Advertisement, if approved, does not create a forum for speech or expression.

**D. School Bus Advertisements**

1. An Advertisement may not appear on the exterior of a school bus.
2. The District may allow an Advertisement in a school bus interior to the extent consistent with MDE's "Advertising Inside School Buses" guidelines: [https://www.michigan.gov/documents/mde/Advertising\\_Inside\\_School\\_Buses\\_325476\\_7.pdf](https://www.michigan.gov/documents/mde/Advertising_Inside_School_Buses_325476_7.pdf). A school bus Advertisement is otherwise subject to the same restrictions and approval procedures as other Advertisements.

**E. District Speech**

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

vendors whose products or services the District uses or encourages students or staff to use.

Legal authority: MCL 257.1833

Date adopted: December 13, 2021

Date revised:

## **Series 4000: District Employment**

### **4100 Employee Rights and Responsibilities**

#### ***4101 Non-Discrimination***

##### **A. Equal Employment Opportunity**

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

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

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

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

- Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination against qualified persons with disabilities in employment, public service, public accommodations, and telecommunications;
- Family and Medical Leave Act of 1993 (FMLA), which requires covered employers to provide up to 12 work weeks of unpaid, job-protected leave to eligible employees for certain family, military, and medical reasons, and up to 26 work weeks to care for a covered service member with a serious injury or illness;
- Pregnancy Discrimination Act of 1978, which prohibits discrimination based on pregnancy, childbirth, or related medical conditions;
- Genetic Information Non-Discrimination Act of 2008 (GINA), which prohibits discrimination based on genetic information as to health insurance and employment;
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which provides job protection and reemployment rights to individuals who voluntarily or involuntarily leave employment to undertake military service, including military reservists and National Guard members called to duty;
- Michigan Elliott-Larsen Civil Rights Act of 1976 (ELCRA), which prohibits discrimination based on race, color, national origin, age, sex (including pregnancy), religion, height, weight, or marital status;
- Michigan Persons with Disabilities Civil Rights Act of 1976 (MPDCRA), which prohibits discrimination against qualified persons based on disability that is unrelated to that person's ability to perform the duties of a particular position or genetic information;
- Michigan Equal Pay Act, which prohibits discriminatory wage practices based on sex; and
- Public Employment Relations Act of 1947 (PERA), which prohibits a public employer from discriminating against an employee based on membership or non-membership in a labor organization.
- Michigan Whistleblower Protection Act of 1980, which protects employees who report a violation of state, local, or

federal law and employees who participate in hearings, investigations, or court actions.

**B. Reporting Requirements**

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

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

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

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

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

**C. Employment Discrimination Compliance Training**

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

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

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

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

Date adopted: December 13, 2021

Date revised:

## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

#### 4102 Anti-Harassment, Including Sexual Harassment

##### A. Policy Statement

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

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

Unlawful harassment is strictly prohibited. This Policy applies to employee conduct perpetrated against students, other employees, parents/guardians, officers, Board members, agents, contractors, volunteers, and members of the public. Although Title VII sexual harassment falls within this Policy, Title IX sexual harassment does not. For the District's Policy on Title IX sexual harassment, see Policy 3118

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

##### B. Unlawful Employment Harassment Definition

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

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

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

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

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

#### C. Unlawful Retaliation

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

#### D. Reporting Requirements

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

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

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

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

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

Date adopted: December 13, 2021

Date revised:

## **Series 4000: District Employment**

### **4100 Employee Rights and Responsibilities**

#### ***4103 Whistleblowers' Protection***

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

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

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

Legal authority: MCL 15.361 et seq.

Date adopted: December 13, 2021

Date revised:

## **Series 4000: District Employment**

### **4100 Employee Rights and Responsibilities**

#### ***4105 Workplace Accommodations for Employees and Applicants with Disabilities***

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

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

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

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

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

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

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

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

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

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

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

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

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

Date adopted: December 13, 2021

Date revised:

## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

#### *4108 Union Activity and Representation*

The District will not engage in any of the following:

- interfere with, restrain, or coerce employees in the exercise of their rights under the Public Employment Relations Act (PERA);
- discriminate in regard to hire, terms, or other conditions of employment based on membership or non-membership in a labor organization; or
- discriminate against an employee because he/she has given testimony or instituted proceedings under PERA.

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

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

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

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

Date adopted: December 13, 2021

Date revised:

## **Series 4000: District Employment**

### **4100 Employee Rights and Responsibilities**

#### ***4109 Break Time for Nursing Mothers to Express Milk***

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

Legal authority: 29 USC 207(r)

Date adopted: December 13, 2021

Date revised:

## **Series 4000: District Employment**

### **4100 Employee Rights and Responsibilities**

#### ***4111 Professional Development***

##### **A. General**

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

##### **B. Teachers**

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

The District must document the following information:

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

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

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

The District will record teacher attendance, including probationary teachers, at professional development on the prescribed form published by MDE or a modified form designed to assist teachers with tracking their professional development for teacher certification renewal.

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

**C. Professional Staff**

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

**D. Maintaining Certifications and Licenses**

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

**E. Other Employees**

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

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

Date adopted: December 13, 2021

Dated revised:

## **Series 4000: District Employment**

### **4200 Employee Conduct and Ethics**

#### ***4201 Employee Ethics and Standards***

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

[https://www.michigan.gov/documents/mde/Code\\_of\\_Ethics\\_653130\\_7.pdf](https://www.michigan.gov/documents/mde/Code_of_Ethics_653130_7.pdf)

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

#### **A. Employee Ethical Conduct**

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

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

10. engaging in activities or behaviors that enhance the operational and instructional environment;
11. professionally communicating with students, parents/guardians, colleagues, Board members, and community members, including through electronic means;
12. completing time and effort reporting under 4201-AG;
13. abiding by professional, ethical, and licensing standards established by relevant governmental agencies, professional licensing boards, and professional associations, including the Michigan State Board of Education; and
14. self-reporting a criminal charge and plea or conviction, as required by law.

**B. Conflict of Interest**

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

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

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

**C. Student Fraternization**

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

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

1. communicating about alcohol use, drug use, or sexual activity when the discussion is not appropriately related to a specific aspect of the curriculum or the employee's duties;
2. providing drugs, alcohol, tobacco, e-cigarettes, or other items students cannot possess under the District's Student Code of Conduct;
3. commenting about matters involving sex, using double entendre, or making sexually suggestive remarks with no appropriate educational purpose;
4. displaying sexually inappropriate images, materials, or objects;
5. offering or soliciting sexual advice, whether written, verbal, or physical;
6. engaging in any activity of a sexual or romantic nature, including following graduation where the relationship arises out of an employee-student relationship;
7. inappropriate kissing (considering context, time, place and manner to determine appropriateness);

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

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

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

Date adopted: December 13, 2021

Date revised:

## Series 4000: District Employment

### 4200 Employee Conduct and Ethics

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

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

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

#### A. Definitions

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

#### B. Requirement

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

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

### C. Procedure

#### 1. Single Cost Objective Employees

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

A semi-annual certification must:

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

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

The [identify position] will send the semi-annual certification forms to departments, schools, and offices in January and July. If an employee works

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

## 2. Multiple Cost Objective Employee

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

A PAR or equivalent documentation must:

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

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

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

## 3. Supplemental Contracts

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

#### 4. Stipends

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

#### D. Training

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

#### E. Reconciliation

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

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

#### F. Document Retention

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

#### G. Sanctions

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

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

- If time and effort records are not completed and returned on time, salary costs associated with uncertified grant activity may be removed for the individual and will be charged to a General, Special, or Vocational Education non-grant account.
- The District may suspend any new work by a non-compliant employee, or the inclusion of a non-compliant employee in

projects or programs until time and effort records are up-to-date and properly completed and certified.

- Employees who complete certification of time and effort records that are inaccurate or incomplete may be subject to discipline, up to and including discharge. Employees who fail to properly complete time and effort records or who violate the procedures established in this administrative guidelines may be subject to disciplinary action, up to and including discharge.
- At the Superintendent's or designee's discretion, payment to an individual for time and effort expended on the grant may be withheld if time and effort records are not complete.

Legal authority: 2 CFR 200.430

Dated adopted:

Date revised:

## Series 4000: District Employment

### 4200 Employee Conduct and Ethics

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

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

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

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

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

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

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

##### B. Student Safety and Welfare

1. Employees will maintain control and supervision of students to ensure student safety and will take appropriate action if the employee observes an unsafe or dangerous situation.
2. Employees will treat students with respect and maintain appropriate professional boundaries with students both in and out of school. Employees

must avoid conduct with students that potentially creates the appearance of an unprofessional, unethical, or inappropriate relationship. Romantic relationships between employees and students are prohibited regardless of the student's age, including following graduation where the relationship arises out of an employee-student relationship.

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

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

Dated adopted: December 13, 2021

Date revised:

## **Series 4000: District Employment**

### **4200 Employee Conduct and Ethics**

#### **4205 *Hiring and Background Checks***

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

##### **A. Advertising and Posting**

Vacancies may be posted on a designated website or other location and distributed to appropriate employee groups or relevant professional associations. The posting may outline general duties, qualifications, pay range, work experience, and hours. Vacancies may be posted for at least 14 calendar days unless a different time period is specified in a collective bargaining agreement. Applications must be submitted to the central office unless otherwise designated. The District may establish an online application process. Postings will comply with applicable collective bargaining agreements.

##### **B. Hiring**

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

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

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

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

C. Background Checks for Employees, Contractors, and Volunteers

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

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

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

MCL 761.1, and the felony is not a listed offense, and the District verifies the conviction using public records, the District must not employ the person or allow the person to regularly and continuously work under contract in any of its schools unless the Superintendent and the Board each specifically approve the employment or assignment in writing.

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

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

#### 5. Confidentiality

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

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

#### D. Other Post-Offer Considerations

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

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

Date adopted: December 13, 2021

Date revised:

## Series 4000: District Employment

### 4200 Employee Conduct and Ethics

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

##### A. General

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

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

##### B. Definitions

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

**C. Standards of Conduct**

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

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

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

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

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

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

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

Uniform Controlled Substances Act, MCL 333.7201 et seq.; MCL 380.11a, 380.601a; MCL 436.1101 et seq.; MCL 750.473.

Date adopted: December 13, 2021

Date revised:

## Series 4000: District Employment

### 4200 Employee Conduct and Ethics

#### 4213 Anti-Nepotism

##### A. General

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

##### B. Definitions

1. "Nepotism" means favoritism in the workplace based on a relationship with a relative or significant other.
2. "Relative" means a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, niece, nephew, or corresponding in-law, step, or adopted relative.
3. "Significant others" means (1) persons engaged to be married, (2) persons involved in a romantic or personal relationship, or (3) persons who are cohabitating..

##### C. Employment Decisions

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

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

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

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

Legal authority: MCL 380.11a, 380.601a

Date adopted: December 13, 2021

Date revised:

## Series 4000: District Employment

### 4200 Employee Conduct and Ethics

#### 4217 Social Media

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

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

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

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

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

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

Date adopted: December 13, 2021

Date revised:

**Series 4000: District Employment**

**4200 Employee Conduct and Ethics**

**4226 *Intentionally Left Blank***

Date adopted: December 13, 2021

Date revised:

## **Series 4000: District Employment**

### **4300 Non-Exempt Staff**

#### ***4304 Employee Timekeeping Responsibilities***

Non-Exempt Staff must record all hours worked in compliance with District procedures. Non-Exempt Staff will be compensated for authorized recorded hours worked, including preliminary and subsequent work activities and overtime. Timekeeping records must reflect actual time worked to ensure accurate payment of wages.

Substantiated falsification or misrepresentation of hours worked may result in discipline, including discharge.

Legal authority: 29 USC 201 et seq.; MCL 408.471 et seq.

Date adopted: December 13, 2021

Date revised:

## **Series 4000: District Employment**

### **4300 Non-Exempt Staff**

#### ***4306 Assignment and Transfer***

The Board authorizes the Superintendent or designee to assign and transfer Non-Exempt Staff to meet identified District needs, including curricular, fiscal, personnel management, or other operating reasons. The Superintendent or designee's authority includes assignment, transfer, and the addition or removal of Non-Exempt Staff member's duties and responsibilities. In exercising authority pursuant to this Policy, the Superintendent or designee will comply with the applicable collective bargaining agreement or individual employment contract.

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

Date adopted: December 13, 2021

Date revised:

## **Series 4000: District Employment**

### **4300 Non-Exempt Staff**

#### ***4308 Reduction and Recall of Non-Exempt Staff***

The Board, in its sole discretion, may determine that a reduction in force of a Non-Exempt Staff member is appropriate due to curricular, fiscal, personnel management, or other operating conditions. A reduction in force may consist of a reduction of hours or personnel. Reductions in force and recalls are subject to Board approval.

#### **A. Staff Subject to a Collective Bargaining Agreement or Individual Employment Contract**

If the Board determines that a reduction of Non-Exempt Staff governed by a collective bargaining agreement or individual employment contract is necessary, the Superintendent will implement a reduction in force in conformance with the applicable agreement(s).

#### **B. Non-Exempt Staff Not Subject to a Collective Bargaining Agreement or Individual Employment Contract Containing Reduction and Recall Provisions**

##### **1. Reduction in Force**

The Superintendent or designee will make reduction in force recommendations to the Board. The Superintendent or designee's recommendation to the Board may consider the following criteria for reduction, which are not in order of priority or weight:

- a. programs and services to be offered;
- b. employee qualifications, abilities, skills, and education;
- c. federal, state, and local funding;
- d. employment experience that is relevant to an assignment;
- e. federal and state laws or regulations that may mandate certain employment practices;
- f. special or advanced training that would be of present or future value to the District;
- g. the organizational and educational effect caused by a reduction of Non-Exempt Staff member(s);
- h. formal and informal evaluation of Non-Exempt Staff performance by a supervisor;
- i. length of service with the District and within a classification; and

- j. any other criteria that are rationally related to providing effective support services and operation of or administration of the District, such as discipline record and compliance with attendance Policies and procedures.

2. Notification

Notice will be provided as follows:

- a. Before the Board considers a reduction in force, the Superintendent or designee will notify, in writing, each affected non-exempt staff member that the Superintendent or designee is recommending a reduction in force or hours that would affect the non-exempt staff member and the date and time of the Board meeting at which the Board will consider the reduction in force.
- b. After the Board's decision on reduction in force, the Superintendent or designee will provide written notice of the Board's action to the affected non-exempt staff member(s).
- c. A non-exempt staff member who is subject to a reduction in force must, during the period which the member is eligible for recall, provide the District with an accurate residential address, email address, and phone number and report any subsequent change in the employee's contact information. Failure to maintain current contact information may be deemed a waiver of recall rights.
- d. The District may allow a laid off non-exempt staff member to be included on the District's list of substitutes at the Superintendent or designee's discretion. If the District uses a laid off non-exempt staff member as a substitute, remuneration will be determined by the District or an applicable collective bargaining agreement.

C. Recall

A Non-Exempt Staff member subject to a reduction in force as described above will have preferred rights to recall to employment for a period of 12 months commencing on the date that the District implemented the reduction in force. The Non-Exempt Staff member will be recalled to any position within the member's classification. Recall decisions will be based on the criteria specified in subsection B.1 of this Policy.

A Non-Exempt Staff member who declines an offer of recall to a position comparable to that held at the time of layoff or for which he/she is otherwise qualified will be removed from the recall list and will forfeit any further employment rights with the District.

A Non-Exempt Staff member must respond within 10 days after the date the District sent notice of recall. Failure to do so may be deemed a waiver of recall rights.

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

Date adopted: December 13, 2021

Date revised:

## Series 4000: District Employment

### 4300 Non-Exempt Staff

#### 4309 Discipline and Termination

##### A. Discipline

The Superintendent or designee may discipline non-exempt staff for behavior warranting discipline, as determined by the Superintendent or designee, provided the discipline is not for an unlawful reason. Off duty conduct may result in discipline if it adversely affects the District and is not a legally protected activity. Before discipline is imposed, the Non-Exempt Staff member will be provided notice of the alleged inappropriate behavior and an opportunity to respond to the allegations.

A Non-Exempt Staff member governed by a collective bargaining agreement or individual employment contract will be disciplined consistent with the procedures and standards specified within that agreement.

A Non-Exempt Staff member who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

The Superintendent or designee will record discipline in writing, if warranted. Written discipline will be placed in the Non-Exempt Staff member's personnel file. The Non-Exempt Staff member may submit a written rebuttal letter consistent with Policy 4224.

Consistent with Revised School Code Section 1230b, unprofessional conduct will not be suppressed or removed from a personnel file.

##### B. Termination

A Non-Exempt Staff member is employed at-will and subject to discharge by the Superintendent or designee, with or without cause, provided the discharge is not for an unlawful purpose, unless a collective bargaining agreement, individual employment contract, law, Policy, or handbook provides otherwise.

Legal authority: MCL 380.1230b(6); MCL 423.501 et seq.; *NLRB v J. Weingarten, Inc.*, 420 US 251 (1975)

Date adopted: December 13, 2021

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## **Series 4000: District Employment**

### **4400 Professional Staff**

#### **4401 Definition**

##### **A. General**

Professional Staff primarily perform work that requires advanced knowledge or work that is intellectual in nature, consistent with the FLSA's definition of "professional." The Professional Staff member's area of expertise is related to learning or comes from prolonged course of study, including teachers and Non-Teaching Professionals, but excluding Administrators/Supervisors (as defined under Policy 4501) and the Superintendent (as defined under Policy 4601).

##### **B. Teachers**

Teachers are professional persons who provide or direct instruction to students and must be appropriately qualified and certified for the assigned teaching position, consistent with federal and state law and District Policies. Each teacher shall maintain required qualifications and certification as a condition of that teacher's continued employment.

A classroom teacher employed by the District must: (1) have a valid Michigan teaching certificate or authorization to teach under the law (see Revised School Code Section 1233b); and (2) be assigned by the District to deliver direct instruction to students as a teacher of record.

A teacher must promptly notify the Superintendent or designee, in writing, if the teacher's certification or authorization expires, is revoked, or nullified. Failure to provide this written notice, whether willfully or negligently, may result in discipline, including discharge.

##### **C. Non-Teaching Professionals**

Non-Teaching Professionals are "other Professional Staff" who are not teachers and who meet the professional exemption under the FLSA, such as counselors (i.e., those counselors who are not certified teachers), social workers, teacher consultants, behavior specialists, speech pathologists (i.e. who are not certified teachers), physical or occupational therapists, nurses, and psychologists. A Non-Teaching Professional is not required by law to hold a teaching certificate or authorization for the assigned duties. Each Non-Teaching Professional must be qualified and certified as required by the Board or federal and state law. Each Non-Teaching Professional must maintain those qualifications and certifications as a condition of that person's continued employment.

A Non-Teaching Professional must promptly notify the Superintendent or designee, in writing, if the person's certification, license, or endorsement expires,

is revoked, or nullified. Failure to provide this written notice, whether willfully or negligently, may result in discipline, including discharge.

Legal authority: 29 USC 201 et seq.; MCL 38.81 et seq.; MCL 380.1231, 380.1233, 380.1233b, 380.1236, 380.1237

Date adopted: December 13, 2021

Dated revised:

## **Series 4000: District Employment**

### **4400 Professional Staff**

#### ***4403 Performance Evaluation***

Performance evaluations are essential to provide quality educational services and to measure competency. This Policy does not diminish the Board's authority or ability to non-renew a professional staff member's contract at the end of the contract's term, consistent with applicable statutes, collective bargaining agreements, Policies, and individual employment contracts.

##### **A. Teachers**

Teachers will be evaluated pursuant to a performance evaluation system under Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. an annual evaluation process that meets statutory standards;
2. an evaluation tool that incorporates components required by law, including:
  - a. individual performance as a majority factor, including student growth (predominant factor), pedagogical skills (teacher's knowledge of the subject area and ability to impart that knowledge and preparation), classroom management, and relationships with students, parents/guardians, and other teachers;
  - b. student growth as required by law;
  - c. attendance and discipline;
  - d. significant, relevant accomplishments and contributions; and
  - e. relevant special training other than required professional development or continuing education.
3. an individualized development plan (IDP) for all probationary teachers, for teachers rated minimally effective or ineffective, or at the evaluator's discretion where performance deficiencies are noted;
4. classroom observations with appropriate feedback;
5. a mid-year progress report, if required by law;
6. an annual performance evaluation numerical score ("year-end effectiveness score"), unless the person qualifies for a biennial evaluation, correlated to effectiveness ratings of highly effective, effective, minimally effective, or ineffective;

7. a tool approved by MDE, a modified tool (if posting requirements are met), or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
8. website posting of required information for the evaluation tool;
9. training on the evaluation tool for teachers and evaluators as required by law; and
10. other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

If a tenured teacher is rated ineffective on 3 consecutive year-end annual evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

**B. Non-Teaching Professionals Subject to the Teachers' Tenure Act**

The performance evaluation system for a Non-Teaching Professional with a teaching certificate who is subject to the Teachers' Tenure Act must include multiple observations. An IDP will be developed during the employee's probationary period. The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

**C. Non-Teaching Professionals Not Subject to the Teachers' Tenure Act**

For Non-Teaching Professionals without a teaching certificate who are not subject to the Teachers' Tenure Act, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

An IDP may be established at the Superintendent's or designee's discretion.

If the Non-Teaching Professional's employment is governed by a collective bargaining agreement or individual employment contract, the Superintendent or designee will adhere to the applicable language on evaluation.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1233b, 380.1248, 380.1249; 380.1249a(2); MCL 423.215

Date adopted: December 13, 2021

Date revised:

## Series 4000: District Employment

### 4400 Professional Staff

#### *4405 Reduction in Force and Recall*

##### A. Teachers

When making program and staffing decisions, the Board will retain the most effective teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. To the extent that the determinations involve Revised School Code Section 1248 requirements, this Policy will guide the implementation of that statute.

##### 1. General Provisions

- a. The Superintendent will be responsible, acting within the approved budget, for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program or curricular considerations, the Superintendent will recommend to the Board the teaching positions to be reduced.
- b. If after a reduction of teachers, the Superintendent determines that the District's remaining programs and curriculum cannot be delivered through the existing teaching staff and that sufficient funds are budgeted to support an increase in the number of teachers, the Superintendent may recommend to the Board that teachers be added.
- c. Decisions about the reduction and recall of teachers will be guided by the following criteria:
  - i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).
    - A) This Policy does not require the retention or recall of a probationary or tenured teacher whose most recent performance evaluation contains an overall rating of ineffective or minimally effective in preference to any probationary or tenured teacher rated either effective or highly effective, as reflected in that teacher's most recent performance evaluation.
    - B) A probationary teacher rated as effective or highly effective on the teacher's most recent annual year-end performance evaluation is

not subject to being displaced by a tenured teacher solely because the other teacher is tenured under the Teachers' Tenure Act.

- ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
  - A) Determined by applicable statutes and regulations, including the Revised School Code, Teacher Certification Code, and MDE's Rules for Special Education Programs and Services; and
  - B) Based on documentation on file with the Superintendent's office.
    - 1) A teacher must maintain current and valid certification, approval, or authorization, as applicable, and will be responsible for filing a copy of the teaching certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
    - 2) If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based upon documentation on file with the Superintendent's office, including:
  - A) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
  - B) Compliance with applicable accreditation requirements;
  - C) Professional training and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment;
  - D) Formal or specialized training in the subject area(s) or grade level(s); and
  - E) Prior teaching experience relevant to the instructional assignment and anticipated to contribute to the teacher's effectiveness, including:
    - 1) Experience in a relevant building or department or at a relevant academic/grade level;
    - 2) Experience teaching relevant instructional subjects;

- 3) Recency of relevant and comparable teaching assignments;
  - 4) Previous effectiveness ratings;
  - 5) Disciplinary record, if any; and
  - 6) Attendance; and
  - 7) Other relevant factors as determined by the District.
- iv. Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
- A) Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.
  - B) A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
  - C) Failure to maintain current contact information may negatively impact the teacher's recall.
- v. Teacher reductions and recalls are by formal Board action.
- vi. Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
- vii. The Superintendent or designee will provide written notice of Board reduction in force or recall decisions to each affected teacher.
- viii. A teacher's length of service with the District or tenure under the Teachers' Tenure Act will not be the primary or determining factor in reduction in force and recall decisions.
- d. Teacher reduction in force decisions will be implemented by the following:
- i. If 1 or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a teacher(s) for reduction in force will be based on the year-end effectiveness score identified in Policy 4403.
  - ii. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions and who received the highest year-end effectiveness score will be retained. Teachers

within the affected academic level(s) or department(s) with the lowest year-end effectiveness score will be laid off.

- iii. When a teaching position is identified for reduction and there exists a concurrently vacant teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that teacher may be assigned to the vacant position unless the Superintendent determines that the District's educational interests would not be furthered by that assignment.
- iv. If more than 1 teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, the teacher with the highest year-end effectiveness score, if at least effective, will be given priority for the assignment unless the Superintendent determines that the District's educational interests would not be furthered by that assignment.
- v. If the reduction or recall decision involves more than 1 teacher and multiple teachers have the same year-end effectiveness score used to determine each teacher's effectiveness rating, a tenured teacher has priority over a probationary teacher and among tenured teachers. Teacher seniority (as established by the most recent seniority list for the bargaining unit to which the tenured teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.

## 2. Teacher Recall Process

- a. A teacher is eligible for recall under this Policy for 12 months from the date the District implemented the reduction in force.
- b. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
- c. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign teachers to fill vacancies in accordance with Policy 4402.
- d. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
  - i. Recall the laid-off teacher with the highest overall effectiveness score on the teacher's most recent year-end evaluation under the performance evaluation system adopted by the Board and who is certified and qualified for the vacancy, provided the teacher was rated at least effective.

- ii. Post the vacancy and consider all applicants if the Superintendent determines that:
  - A) the District's educational interests would not be furthered by recalling an otherwise eligible laid-off teacher who meets the certification and qualification standards for the position and who received the highest overall effectiveness score on that teacher's most recent year-end evaluation; or
  - B) no teacher on layoff meets the certification and qualification requirements for the position as otherwise stated herein.
- e. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.
- f. A laid-off teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.
- g. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

**B. Reduction in Force and Recall of Non-Teaching Professionals**

For Non-Teaching Professionals governed by a collective bargaining agreement, the Superintendent will implement the collective bargaining agreement's standards and procedures that pertain to reduction in force or recall when recommending a reduction in force or recall to the Board.

If no collective bargaining agreement exists, or if an existing agreement does not address reduction in force or recall of Non-Teaching Professionals, the Superintendent will recommend a reduction in force or recall among Non-Teaching Professionals using the same standards and procedures as set forth in this Policy for teachers.

**C. Unemployment Compensation**

A teacher or Non-Teaching Professional who is laid off and who is paid unemployment compensation chargeable to the District during the summer immediately following a reduction in force and who is recalled on or before the beginning of the next school year will be paid according to an annual adjusted salary rate such that the employee's unemployment compensation received plus

the adjusted annual salary rate will be equal to the annual rate of salary the employee would have earned for the school year had the employee not been laid off.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1248, 380.1249, 380.1532; MCL 423.215

Date adopted: December 13, 2021

Date revised:

## **Series 4000: District Employment**

### **4400 Professional Staff**

#### ***4406 Professional Improvement Sabbaticals***

The Board may, in its sole discretion and consistent with Revised School Code Section 1235 and any applicable collective bargaining agreement, approve a Professional Staff member's paid or unpaid leave of absence for the purposes of pursuing professional improvement (i.e., a sabbatical) or any other similar circumstance. A Professional Staff member seeking a leave of absence must apply in writing to the Superintendent or designee for presentation to the Board at least 60 days in advance. The leave of absence will be consistent with any applicable collective bargaining agreement or individual employment contract. If necessary, the Board will negotiate a letter of agreement with the appropriate bargaining unit to approve a Professional Staff Member's paid or unpaid leave of absence for the purposes of pursuing professional improvement or any other similar circumstance.

Legal authority: MCL 380.1235

Date adopted: December 13, 2021

Date revised:

## **Series 4000: District Employment**

### **4400 Professional Staff**

#### ***4407 Discipline***

Maintaining appropriate procedures and standards for addressing misconduct and other inappropriate behavior by Professional Staff is a critical component in furthering an effective educational environment and in providing quality educational services to students. Off-duty conduct may result in discipline if it adversely impacts the District and is not a legally protected activity. Information about substantiated unprofessional conduct will not be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b.

Tenured teacher discipline or demotion will occur only for a reason(s) that is not arbitrary or capricious. Likewise, the disciplining of other professionals will be governed by the arbitrary or capricious standard unless expressly stated otherwise in a collective bargaining agreement, employee handbook, or individual employment contract. Under the arbitrary or capricious standard, a disciplinary decision must be supported by a preponderance of the evidence and the discipline must have a rational relationship to the established misconduct or inappropriate behavior.

Before imposing discipline, the Superintendent or designee will investigate whether a Professional Staff member engaged in conduct that may justify discipline. The investigation should include discussions with witnesses determined by the Superintendent or designee to have relevant information and a review of tangible evidence (e.g., documents, video, electronic communications). The Professional Staff member will be provided an opportunity to respond to the allegation(s).

If a Non-Teaching Professional is governed by a collective bargaining agreement or individual employment contract, the Superintendent or designee will adhere to the disciplinary standards and procedures in that agreement. If the collective bargaining agreement or individual employment contract does not have an applicable provision, then the standards and procedures outlined below will apply.

The following procedures may be used for investigating allegations of Professional Staff misconduct or inappropriate conduct:

- A. The Superintendent or designee may consult with legal counsel in appropriate cases and may request that legal counsel assist with an investigation.
- B. The Superintendent or designee will give the Professional Staff member verbal or written notice of the allegation(s).
- C. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.

- D. The Superintendent or designee will give verbal or written notice of the time, date, and location of a meeting to provide the Professional Staff member with an opportunity to respond to the allegation(s) and substantiating factor(s).
- E. An employee who is subject to an investigatory interview that may result in discipline of who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.
- F. The Superintendent or designee is authorized to place a Professional Staff member on paid non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.
- G. If an investigation concludes that a preponderance of the evidence (i.e., more likely than not) establishes that the Professional Staff member engaged in conduct warranting discipline, the appropriate level of discipline will be guided by the following:
  - 1. the seriousness of the offense;
  - 2. the Professional Staff member's prior disciplinary and employment record;
  - 3. whether other Professional Staff members have engaged in similar or like past conduct known to the District's administration and the discipline imposed for those infractions;
  - 4. the existence of aggravating or mitigating factors, as determined by the Superintendent or designee;
  - 5. applicable federal or state law;
  - 6. the Professional Staff member's acceptance of responsibility;
  - 7. the likelihood of recurrence; and
  - 8. any other factors the Superintendent or designee determine are relevant.
- H. Disciplinary measures may include verbal warning (memorialized in writing), written reprimand, unpaid suspension, financial penalty, or discharge. Nothing in this Policy requires that the above disciplinary measures be applied progressively or sequentially. The District reserves the right to apply a disciplinary measure it determines to be appropriate to a specific set of circumstances. The District may consider additional preventative measures to address the misconduct, including training, coaching, and other remedial measures.
- I. Discipline will be confirmed in writing to the Professional Staff member and placed in that person's personnel file. The discipline imposed may also be

reflected in the person's year-end performance evaluation where it pertains to areas measured in the evaluation.

- J. The Superintendent or designee is authorized to impose discipline with the exception of:
1. the discharge of a Professional Staff member; and
  2. the demotion of a tenured teacher, as defined in the Teachers' Tenure Act.

The Board's action may be based upon the Superintendent or designee's written recommendation and applicable procedures set forth in the Teachers' Tenure Act.

- K. A tenured teacher's salary may be escrowed after tenure charges are approved by the Board pursuant to Policy 4208.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a; MCL 423.215; *NLRB v J Weingarten, Inc*, 420 US 251 (1975)

Date adopted: December 13, 2021

Dated revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5100 Student Rights

#### 5101 Student Expression

The District will balance student speech and expression rights with its responsibility to provide a safe, orderly learning environment.

Students may not engage in speech or expressive conduct that would materially and substantially interfere with or disrupt school operations, including school activities and educational programming. An actual disruption is not required before school officials may regulate student speech or impose discipline if they can reasonably forecast a substantial and material disruption or interference with school operations.

Students may be disciplined for speech or expressive conduct that: is materially and substantially disruptive or that school officials can reasonably forecast will create a substantial disruption; is obscene, sexually explicit, indecent, or lewd; promotes the use of or advertises illegal substances; incites violence; contains “fighting words” or constitutes a true threat of violence; urges a violation of law, Board Policy, or rule; or is not constitutionally protected. Administrators will evaluate student speech on a case-by-case basis, including the location, context, and nexus to the school, before imposing discipline.

Student activism is subject to the above standards.

As used in this Policy, “fighting words” are words that tend to provoke a violent response amounting to a breach of the peace.

Legal authority: U.S. CONST. amend. I; Const 1963, art I, § 5; *Tinker v Des Moines Indep Community Sch Dist*, 393 US 503 (1969)

Date adopted: December 13, 2021

Date revised:

## **Series 5000: Students, Curriculum, and Academic Matters**

### **5300 Student Enrollment, Attendance, and Records**

#### **5305 Schools-of-Choice**

The Board will annually determine whether the District will accept schools-of-choice students who reside in the same ISD in which the District is located, who reside within an ISD contiguous to the ISD in which the District is located, or both. If the Board determines that schools-of-choice students will be accepted for enrollment, the Board will establish the grades, schools, and programs in which they may enroll and the number of schools-of-choice students the District will accept for each open grade, school, or program.

If the Board determines that the District will accept schools-of-choice students, the Superintendent or designee will ensure that applicable provisions of state law are followed, including, without limitation:

- A. publishing the grades, schools, and programs for which the District will accept schools-of-choice applicants;
- B. establishing an application period of at least 15 and no more than 30 calendar days if the Board has limited the number of schools-of-choice students who may enroll in a grade, school, or program;
- C. selecting students who may enroll in the following manner:
  1. the Superintendent or designee must give preference to an applicant who resides in the same household as a student already enrolled in the District;
  2. the Superintendent or designee may refuse to enroll a student who has been suspended from another school in the preceding 2 years or who has ever been expelled from another school or convicted of a felony;
  3. the Superintendent or designee will require that schools-of-choice students meet the same criteria that a resident student must meet to enroll in a grade or specialized/magnet school or program;
  4. if, after applying the enrollment preferences and exclusions described in this Policy, there are more applicants than spots available in a particular grade, school, or program, the Superintendent or designee will select students based on a random draw lottery;
  5. except as otherwise stated in this Policy, the Superintendent or designee may not make enrollment decisions based on any other factors.

- D. following all notice and timeline requirements;
- E. allowing a student who has enrolled as a schools-of-choice student to continue to enroll in the District until the student graduates, enrolls in another school, drops out of school, or is expelled from school;
- F. requesting records from a student's previous district.

Before enrolling a student who resides outside of the ISD in which the District is located and who has been identified as a child with a disability under the Individuals with Disabilities Education Act, the Superintendent or designee will attempt to enter into a cost-sharing agreement with the student's resident district. If the District and the student's resident district fail to reach a cost-sharing agreement, the student will not be enrolled in the District.

If the District receives a request from another district for records about a resident student's schools-of-choice application, the Superintendent or designee will promptly respond to the request.

The Superintendent or designee may pursue all available legal options, including referral to law enforcement, against any person who provides false or misleading information on a schools-of-choice application.

Students not eligible to enroll pursuant to this Policy may only enroll consistent with Policy 5303.

Legal authority: MCL 388.1705, 388.1705c

Date adopted: December 13, 2021

Date revised:

## Series 5000: Students, Curriculum, and Academic Matters

### 5500 School Sponsored and Extracurricular Activities

#### 5506 Field Trips

Field trips should generally be conducted during the school day.

##### A. General Conditions

All field trips must be pre-approved by the building principal or designee. Out-of-state and overnight trips require pre-approval from the Board or its designee. Field trips should be primarily academic in nature and related to the curriculum. The Superintendent or building principal(s) will develop procedures for approval of trips and communicate those procedures to instructional staff.

##### B. Parent/guardian Permission

Each student must submit a completed permission form signed by the student's parent/guardian before being allowed to attend a field trip.

##### C. Supervision

Teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. All chaperones must be at least age 21. A chaperone is prohibited from drinking alcoholic beverages or using non-prescribed controlled substances at any time during the field trip. A chaperone must adhere to all District and building volunteer requirements, including Policy 3105.

The District may deny or terminate a chaperone assignment for any reason that is not unlawful.

The District will not prohibit an eligible student from participating in a field trip solely because the student's parent/guardian does not chaperone.

##### D. Student Conduct

A student's failure to comply with Board Policy, the student code of conduct, and any other applicable rules or behavioral expectations while on a field trip may result in disciplinary action and removal or exclusion from the trip.

Date adopted: December 13, 2021

Date revised:

## **Series 5000: Students, Curriculum, and Academic Matters**

### **5700 Student Health and Safety**

#### ***5710 Student Suicide Prevention***

The District recognizes that suicide is a leading cause of death amongst youth. Employees, volunteers, and contractors must immediately notify the building principal or designee if a student is exhibiting signs of unusual depression, expressing suicidal thoughts, or threatening or attempting suicide or self-harm. Students are encouraged to notify any District employee if they are experiencing suicidal thoughts or if they have knowledge of another student's suicidal thoughts.

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

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

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

The District will print the number of a national, state, or local suicide prevention hotline that can be accessed at any time on student identification cards for students in grades 6-12.

The District will post on its website homepage and in a conspicuous location in the school counselor's office MDHHS model information materials about suicide prevention services, suicide, depression, and anxiety.

The District will provide age-appropriate instruction and professional development about suicide prevention, consistent with Policy 2203 and state law. Age-appropriate instruction may include, but is not limited to: promoting healthy mental, emotional, and social growth of student; suicide risk factors and warning signs; ways to help suicidal youth; and reducing mental health stigma.

Legal authority: MCL 380.1171, 380.1893

Date adopted: December 13, 2021

Date revised: March 14, 2022

Date revised:

## **Series 5000: Students, Curriculum, and Academic Matters**

### **5700 Student Health and Safety**

#### ***5711 Toilet Training***

Except when toilet-training is part of the instructional program, students are expected to be fully toilet trained before the first day of school, unless otherwise specifically addressed in the student's IEP or Section 504 Plan.

The student's parent/guardian is responsible for ensuring that the student is toilet trained. The parent/guardian is also responsible for providing clean clothes for a student who may have toileting accidents.

No student will be punished or humiliated for soiling or wetting clothing or not using the toilet.

The building principal or designee should consider whether repeated toileting accidents are related to a disability.

Except when toilet-training is part of the instructional program, staff will not assist a student with toileting unless directed to do so by the student's IEP or Section 504 Plan.

Date adopted: December 13, 2021

Date revised:



East Lansing  
Public Schools

## MEMORANDUM

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**TO:** ELPS Board of Education, Dori Leyko, Superintendent

**FROM:** Richard Pugh, Director of Finance & Operations

**SUBJECT:** Action Item – Employment contract for Director of Operations and Maintenance

**DATE:** December 8, 2022

Recommendation:

It is recommended that the Board of Education approve the hiring of Billy Hastings, as the Director of Operations and Maintenance, and the related employment contract, as presented.

Background:

As you know Michael Stahlmann, Supervisor of Operations and Maintenance, is retiring effective March 31, 2023. With Mr. Stahlmann's pending retirement and the administration's decision to bring back custodial services in-house, a vacancy for a Director of Operations and Maintenance was posted on October 18, 2022.

Fifteen applicants applied for the Director of Operations and Maintenance position. Several strong candidates applied. Ten candidates were selected by the interview team (Rulesha Glover-Payne, Michael Stahlmann and myself) to do screener interviews. One of those candidates dropped out. Nine candidates were interviewed on November 16<sup>th</sup> and 17<sup>th</sup>. Four candidates were brought back on November 28<sup>th</sup> for final round interviews. Superintendent Leyko joined the interview team for the final round interviews.

It is the unanimous recommendation of the final round interview team that Billy Hastings be hired as the Director of Operations and Maintenance. Mr. Hastings accepted our employment offer, pending Board approval, on December 7, 2022. He was previously employed by Haslett Public Schools for 31 years and retired from Haslett in 2021 as their Director of Operations. He brings a wealth of direct K-12 experience in facility management. He is currently employed by Olivet College as their Director of Physical Plant and Operations. In speaking with Mr. Hastings, he indicated he plans to work a minimum of 10 more years. Four individuals, including Mr. Hastings' current supervisor,

were contacted as professional reference checks. Each reference spoke highly of Mr. Hastings.

I'm requesting action for this hire now instead of providing an informational item now and then action on January 9, 2023. The reason for that is that administration wants three months of overlap with Mr. Stahlmann, prior to his retirement, to pass along institutional knowledge. The District's maintenance department has experienced significant turnover over the last few years. The District is losing a tremendous amount of ELPS physical plant knowledge (38+ years) with Mike's departure. If the Board waited to take Board action on January 9, 2023, it would delay Mr. Hastings' start date to February 6, 2023 due to Mr. Hasting wanting to provide a four-week resignation notice to his current employer. Superintendent Leyko notified members of the Personnel Committee of this pending action item at their December 7, 2022 meeting.

# *CONTRACT*

## **CONTRACT OF EMPLOYMENT**

### **DIRECTOR/CENTRAL OFFICE ADMINISTRATOR**

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Billy Hastings (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Director of Operations and Maintenance for a period commencing on January 9, 2023 and ending on June 30, 2025, according to the terms and conditions as described and set forth herein as follows:

#### **1. TERM**

The Director shall perform the duties of Director of Operations and Maintenance as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent. The Director agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Director of Finance. Director acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.

The Director is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

#### **2. QUALIFICATIONS**

The Director represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Director agrees, as a condition of their continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Director fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

#### **3. DUTIES**

The Director agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Director agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Director agrees to comply with and

fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which they are responsible during the entire term of this Agreement.

**4. COMPENSATION**

The Director shall be paid at an annual salary rate of One Hundred Five Thousand dollars (\$105,000) for Contract year 2022-23 which shall be prorated to Fifty Thousand Two Hundred Eighty-Seven dollars (\$50,287) based on their effective start date, One Hundred Eight Thousand Six Hundred Seventy-Five dollars (\$108,675) for Contract year 2023-24, and One Hundred Eleven Thousand Nine Hundred Thirty-Five dollars (\$111,935) for Contract year 2024-25. If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director's job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director's compensation. The Director shall not receive the above compensation increases for Contract years 2023-24 and 2024-25 if the Director's subsequent year's evaluation rating is other than Highly Effective or Effective.

Should the Director be assigned or transferred to another Administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1-June 30).

The Board hereby retains the right to adjust the annual salary of Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Director and the Board, shall become a part of this Contract.

Tax Annuity: The Director shall begin to receive an annuity payment based on years of service with the School District of the City of East Lansing in an administrative assignment upon successful completion of the required years of service as a director or administrator. This payment will be placed into a tax deferred annuity of his/her choosing by June 30<sup>th</sup> of each year based on the schedule below:

3 to 5 years of service	\$6,000
6 to 10 years of service	\$7,000
11 or more years of service	\$8,000

Upon separation of the Director during the term of this Contract, the Director's salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Director.

For purposes of administering this provision, a week shall be regarded as having been worked if the Director performed any work within that week. Any amounts due the Director upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

**5. WORK SCHEDULE/VACATION/HOLIDAYS**

The Director is employed on the basis of fifty-two (52) work weeks (i.e. 260 working days) during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent.

The Director shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year subject to proration for working less than a full contract year. Director shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

Maximum allowable vacation days to be banked shall not exceed twenty (20) days. The Director shall be allowed up to five (5) vacation days paid out annually except as described below upon separation from employment. All other vacation days not banked at the end of each Contract year shall be transferred to the employee's sick bank.

The Director shall be compensated for unused accrued/banked vacation days up to a maximum of 20 days at the current daily rate upon cessation of employment with the District. To be eligible for the vacation payout the Director must have a minimum of ten (10) years of service with the district.

The Director shall be entitled to paid leave for the holidays specified in Addendum A to this contract.

**6. EVALUATION**

The Director's performance shall be evaluated by the Board or its designee annually, not later than June 30<sup>th</sup> of each year.

**7. TERMINATION**

The Board shall be entitled to terminate the Director's employment at any time during the term of this Contract when it determines that Director has engaged in

acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Director materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.

In the event that the Board undertakes to dismiss Director during the term of this Contract, they shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

**8. SUSPENSION**

Whether pending the procedures set forth in Section 7. or pending an investigation of the conduct of the Director, the Director may be suspended from any and all part of the performance of his/her responsibilities and the performance of such responsibilities may be assigned to another person or persons. Such suspension shall be without loss of salary or other benefits until the Director is either reinstated or until the Board renders its decision regarding the Director's employment status.

**9. DISABILITY or INCAPACITY**

In the event of Director's mental and/or physical incapacity to perform the duties of their office, they shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Director shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Director during this interval to the extent required by law. Upon utilizing leave under this provision, Director shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Director, it may require a second opinion, at Board expense.

Director may request a ninety (90) work day unpaid leave extension in the event of their physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Director will be able to resume their duties at the end of the extended leave interval. Medical certification shall be supplied by Director as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Director is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), their employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Director shall provide to the Board a fitness for duty certification from Director's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

**10. TENURE**

The parties agree that the Director is denied tenure in any administrative or non-classroom capacity.

**11. OUTSIDE ACTIVITIES**

The Director may undertake non-School-District-related activities (e.g., consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Superintendent. If the Director receives compensation for such activities, they may be required to use vacation time to cover the time missed from work. The Director, if not using vacation time, must submit the honorarium paid to the Director to the District immediately upon receipt. In the event the Superintendent, in his sole discretion, determines that any such activity interferes with the Director's satisfactory performance or the time necessary for the Director's satisfactory performance of duties, the Superintendent may require that the Director cease some or all of such outside activities. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

**12. MEDICAL EXAMINATIONS**

The Director shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board or Superintendent, Director shall authorize the release of medical information necessary to determine if Director is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Director by the Board or Superintendent shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

**13. INSURANCE PREMIUM PAYMENTS**

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

**14. AUTOMOBILE**

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms.

**15. INSURANCE CARRIERS**

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Director and eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Director is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

**16. SICK LEAVE AND PERSONAL LEAVE**

The Director is credited twelve (12) days of sick leave annually subject to proration for working less than a full contract year.

The Director may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Director warrants such attendance.

The Director may use up to twelve (12) days each Contract year to attend to the following issues for a member of the Director's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Unused sick leave days may accumulate without limit and be compensated as per Addendum A.

The Director shall also receive three (3) personal business days annually subject to proration for working less than a full contract year. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the administrator's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per Contract year for each death in the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when administrators are called for jury service. Administrators who serve on jury-duty will draw their regular salary check from the District and endorse the jury duty check and return it to the District. The administrator will be reimbursed for mileage.
3. Court appearance as a witness in any case connected with the administrator's employment or the school, or whenever the administrator is subpoenaed to attend and proceedings initiated by the administrator, in connection with fulfilling job responsibilities. However, this shall not apply to any proceeding brought by the administrator against the district or in which the administrator is testifying against the district.
4. For attending professional development activities as approved by the Superintendent.
5. Any medical appointments related to the Director's on-the-job injury.

#### **17. REIMBURSEMENT**

The Director shall be eligible to be reimbursed for out of district travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Director for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent. The Director shall be required to present an itemized account of their reasonable and necessary expenses.

#### **18. ERRORS AND OMISSIONS COVERAGE**

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of their authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to

consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

**19. ENTIRE AGREEMENT**

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior contracts or other agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Director and the President and Secretary of the Board. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

**20. SEVERABILITY PROVISION**

If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

**21. GOVERNING LAW**

Director agrees that any claim or suit arising out of Director's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Director understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent.

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Director of Operations and Maintenance

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date By: \_\_\_\_\_  
President of the Board of Education

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Secretary of the Board of Education

### **ADDENDUM A**

Insurance premiums paid by the district on behalf of the Director and their eligible dependents include:

1. **Health insurance** – The Board shall make premium payments on behalf of the Director and their eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Director elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Director’s health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee’s election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Director will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:
  - a. *If electing MESSA ABC Plan 1 – 20% or*
  - b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
  - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*

If the Director does not elect medical coverage, they shall receive a \$243 monthly cash-in-lieu benefit provided the Director signs the district’s Waiver of Medical Coverage form.

2. **Dental insurance** - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.

3. **Vision insurance** - The Board shall provide without cost to the Director MESSA Vision Services Plan 3 (VSP-3).

4. **Term life insurance** - The District shall provide without cost to the Director group life insurance protection at a rate two (2) times the sum of the administrator's current contracted salary; said insurance policy is payable to the Director's designated beneficiary thereof with provisions for double indemnity in the event of accidental death (AD&D). Group life insurance protection shall not exceed \$225,000.

5. **Long-term disability insurance** - The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator's accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

**Professional development** - Each director shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Director's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

**Terminal leave** - If the Director resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), they shall receive either \$75 per day for each day of accumulated sick leave or \$150 for each year of service to the School District, whichever is greater. The maximum amount payable to the Director shall not exceed \$12,500 and to qualify the Director must have a minimum of ten (10) years of service with the district.

**Paid holidays** - Consistent with the District's calendar, the Director is entitled to the following paid holidays for which no service to the District is required: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, National Presidents Day, and Memorial Day.