

**EAST CHINA SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING**

**Innovation Center Conference Room
Monday, March 18, 2024
6:00 PM**

Jeanne Frank, President
Pat Biebuyck, Vice-President
Todd Distelrath, Secretary
Karen Cedar, Treasurer

Michael Westrick, Trustee
Jessica Becker, Trustee
Ronald Miller, Trustee
Suzanne Cybulla, Superintendent

AGENDA

1. **Call to Order/Moment of Silence/Pledge of Allegiance**
2. **Items of Interest, Recognition and Inquiry**
 - a. Board of Education Members
 - b. Administration
3. **Academic Spotlight - Gearing Elementary, *Mike Zimmer*, Principal
3D Printing, *Kelly Robbins***
4. **Consent Agenda**
 - a. Approval of Minutes
 - i. Regular Board of Education Meeting February 26, 2024
 - b. Approval of Payment of Bills, Financial Statement and Schedule of Investments
5. **Department Reports**
6. **Committee Reports**
 - a. Academic Update, *Michael Walling* and *Laci Fisher*
 - b. Policy Update
 - i. Policies 2303, 2306, 2405, 2501, 2501A, 2506, 3118, 3301A, 3303, 3308, 3405, 3407, 3408, 4101, 4102, 4103, 4104, 4105, 4216, 4220, 4227, 4404, 4504, 4106-F, 4224-F, 5202, 5206B, 5407, 5411, 5419, 5510, and 5305-F minor language updates.
 - ii. Policy 4228 No Expectation of Privacy
7. **Information/Discussion Items**
 - a. Bond 2020 Update, *AUCH General Contractors*
 - b. Impact Resistant Film - Pine River Elementary, *David Kennedy*
 - c. Chartwells Van Purchases, *Julie Humphrey*
8. **Closed Session Recommended Action: That the Board of Education goes into Closed Session pursuant to section 8(b) of the Open Meetings Act (Act 267 of 1976) Board discussion connected to the discipline of a student.**

9. Recognition of Persons Wishing to Address the Board

This portion of the agenda is for citizens to address any questions or comments to the Board. The Board will listen, take comments and questions under advisement, and not respond at this time. The presiding officer will refer questions to the superintendent for research and response.

10. Action Items

- a. Resolution Authorizing the Issuance and Delegating the Sale of Bonds
- b. Chartwells Van Purchases
- c. Student Discipline

11. Adjournment

Regular Board of Education Meeting

Monday, February 26, 2024 6:00 PM

Innovation Center Conference Room, 1585 Meisner Road, East China, MI 48054

Jessica Becker: Present, Pat Biebuyck: Present, Karen Cedar: Present, Todd Distelrath: Present, Jeanne Frank: Present, Ronald Miller: Present, Michael Westrick: Present.

1. Call to Order/Moment of Silence/Pledge of Allegiance
2. Items of Interest, Recognition and Inquiry
 - 2.a. Board of Education Members
Board members mentioned voting.
 - 2.b. Administration
Superintendent Cybulla reminded everyone to vote. Operating Mills renewal is on the ballot.
3. Special Recognition - East China Educational Foundation Grants, *Mike Domagalski*
Mike Domagalski along with *Lisa Franks*, *Jessica Becker*, *Ron Miller*, and *Angie Gleason* presented the spring 2024 grants from the ECEF to each of the following recipients: *Stefanie Minano* for yoga equipment, *Emily Lobsinger* for flexible seating, *Jessica Jones* for Pickleball equipment, *Lori Hannon* for art supplies, *Barb Smith* for Science Alive, *Aimee Smallwood* for annual memberships, *Emily Cobean* for flexible seating, *Marney Williams* for a freestanding display, *Kristy Nickles* for Peer-to-Peer banquet, *Michelle Drumb* for physical education games, *Steven Fox* for a piccolo. Congratulations!
4. Academic Spotlight - St. Clair Middle School, *Denny Borse*, Principal
Enrichment - *Tricia Schweiger* and *Amy Walton*
Intervention - *Denny Borse*
Denny Borse, SCMS Principal, explained the Enrichment and Intervention programs going on at St. Clair Middle School. *Amy Walton* talked about how the programs provide students with a sense of ownership. *Tricia Schweiger* explained the process of how the two programs came to be. Both discussed the excitement that the students have for the programs. *Henry McNabb*, *Aurora Payne*, and *Avery Robbins*, students at SCMS, were on hand to share what they enjoyed about the programs.
5. Consent Agenda
To approve items under the consent agenda as presented: This motion, made by *Jessica Becker* and seconded by *Todd Distelrath*, Carried.
Yea: 7, Nay: 0
 - 5.a. Approval of Minutes
 - 5.a.i. Regular Board of Education Meeting January 22, 2024
 - 5.a.ii. Special Board of Education Meeting February 5, 2024
 - 5.b. Approval of Payment of Bills, Financial Statement and Schedule of Investments
6. Department Reports
The following departments gave a report: Personnel, Business Office, Special Education, Operations, Technology, and Safety and Security.
7. Committee Reports
 - 7.a. Policy Update
Suzanne Cybulla informed the board that THRUN has some updated policies that will be discussed at the next policy meeting.

8. Bond 2020 Discussion/Action Items
 - 8.a. Asbestos Abatement at St. Clair 6-12 Campus

Per administration recommendation, the Board of Education approves the St. Clair 6-12 asbestos abatement bid to Total Environmental Services, LLC. in the amount of \$104,100.00. This motion, made by Pat Biebuyck and seconded by Karen Cedar, Carried.

Yea: 7, Nay: 0

Kirk Grzelka presented the asbestos abatement for the St. Clair 6-12 campus.
 - 8.b. Mechanical Installation Services at Belle River Elementary and Pine River Elementary

Per administration recommendation, the Board of Education approves Proposal 5.1 Structural Steel to Cass Erectors in the amount of \$29,500.00; Proposal 7.1 Roofing to ESKO Roofing in the amount of \$22,000.00; Proposal 23.1 HVAC Mechanical to K&S Ventures in the amount of \$208,000.00; and Proposal 26.1 to K&S Ventures in the amount of \$29,570.00. The total amount for these four recommendations is \$289,070.00. This motion, made by Karen Cedar and seconded by Ronald Miller, Carried.

Yea: 7, Nay: 0

Kirk Grzelka presented the mechanical installation services for Belle River Elementary and Pine River Elementary.
9. Information/Discussion Items
 - 9.a. Bond 2020 Update, *AUCH General Contractors*

Suzanne Cybulla gave a Bond 2020 project update which included the Marine City 6-12 demo that has begun in old Riverview. Waiting for the final inspection of the Marine City Campus cafeteria. St. Clair 6-12 construction meeting, tree removal, temporary fencing and sidewalk were also discussed.
 - 9.b. Resolution Authorizing the Issuance and Delegating the Sale of Bonds

RJ Naughton joined in remotely to discuss the bonds, bond sale, and timelines.
 - 9.c. ~~Marine City High School Drama/Theater Field Trips, James McCulloch~~

To amend the agenda to take 9.c. Marine City High School Dram/Theater Field Trips off the agenda. This motion, made by Karen Cedar and seconded by Ronald Miller, Carried.

Yea: 7, Nay: 0
10. Closed Session Recommended Action: That the Board of Education goes into Closed Session pursuant to section 8(b) of the Open Meetings Act (Act 267 of 1976) Board discussion connected to the discipline of a student.

Recommended Action: That the Board of Education goes into Closed Session pursuant to section 8(b) of the Open Meetings Act (Act 267 of 1976) Board discussion connected to the discipline of a student. This motion, made by Jessica Becker and seconded by Karen Cedar, Carried.

Yea: 7, Nay: 0

The Board of Education returned to Open Session at 7:05 p.m.
11. Recognition of Persons Wishing to Address the Board

This portion of the agenda is for citizens to address any questions or comments to the Board. The Board will listen, take comments and questions under advisement, and not respond at this time. The presiding

officer will refer questions to the superintendent for research and response.

None

12. Action Items

12.a. MASB Board of Directors Election of a Member

Per administration recommendation, the Board of Education approves to elect Janice Holz to the Michigan Association of School Boards as a Region 5 MASB Board of Directors for a three-year term as presented at the February 5, 2024, special Board of Education meeting. This motion, made by Pat Biebuyck and seconded by Todd Distelrath, Carried.

Yea: 7, Nay: 0

12.b. 2023-24 Budget Revision (R1)

Per administration recommendation, the Board of Education adopts the 2023-24 General Fund/Cafeteria/Latchkey/Student Activity Budget at the function level as revised and presented at the January 22, 2024 meeting. This motion, made by Jessica Becker and seconded by Karen Cedar, Carried.

Yea: 7, Nay: 0

12.c. Student Discipline

Per administration recommendation, the Board of Education accepts the recommendation for student 2023-04 presented at the February 26, 2024 student discipline hearing. This motion, made by Pat Biebuyck and seconded by Ronald Miller, Carried.

Yea: 7, Nay: 0

13. Adjournment

There being no further business before the Board, President Jeanne Frank declared the meeting adjourned at 7:07 p.m.

The East China School District will work in partnership with parents, students, and the community to ensure every child will learn successfully.

Board Secretary

**EAST CHINA SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
March 18, 2024**

FOR ACTION: Manifest and Payment of Bills

A manifest of the bills for February 2024 is enclosed.

RECOMMENDATION:

The administration is recommending that the Board approve bills paid in the amounts of:

- General Fund - \$4,273,777.38
- Cafeteria Fund - \$132,500.55
- Latchkey Fund - \$482.91
- Internal Service Fund - \$20,894.69
- Sinking Fund – \$32,000.00
- Capital Projects - \$972,905.23
- Student Activity - \$29,338.77

**Bills to be Approved
East China Sch District
02/29/2024**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00078128	02/15/2024	A PARTS WAREHOUSE	5730	SUPPLIES-FLEET REPAIR PARTS	117.50
				Vendor Total:	117.50
00078129	02/15/2024	ADVANCE AUTO PARTS	5720	SUPPLIES-FLEET: Tires-Battery	186.25
00078129	02/15/2024		5980	SUPPLIES-SMALL TOOLS	146.05
				Vendor Total:	332.30
00005013	02/23/2024	AFLAC	9440	A/P AMERICAN FAMILY CANCER	307.75
				Vendor Total:	307.75
00004998	02/02/2024	AMAZON CAPITAL SR INC	5190	SUPPLIES	300.84
00004998	02/02/2024		5210	TEXTBOOKS	47.05
00004998	02/02/2024		5910	SUPPLIES-OFFICE	75.29
00004998	02/02/2024		5950	SUPPLIES-CUSTODIAL	441.22
00004998	02/02/2024		5955	SUPPLIES-MAINTENANCE	21.99
00004998	02/02/2024		5957	SUPPLIES - FILTERS	94.96
00004998	02/02/2024		5960	SUPPLIES-ATHLETICS	273.73
00004998	02/02/2024		5991	Supplies - PAC	1.79
00004998	02/02/2024		7910	MISC EXPENSES	91.04
00005012	02/09/2024		5110	TEACH SUPPLIES/MATERIALS	27.02
00005012	02/09/2024		5121	SUPPLIES-BUS. ED.	119.92
00005012	02/09/2024		5190	SUPPLIES	2,387.15
00005012	02/09/2024		5910	SUPPLIES-OFFICE	175.24
00005012	02/09/2024		5942	SUPPLIES-MEDICAL	143.85
00005012	02/09/2024		5950	SUPPLIES-CUSTODIAL	423.31
00005012	02/09/2024		5955	SUPPLIES-MAINTENANCE	1,211.99
00005012	02/09/2024		5960	SUPPLIES-ATHLETICS	833.36
00005012	02/09/2024		5990	MISC SUPPLIES & MATERIALS	314.65
00005012	02/09/2024		7910	MISC EXPENSES	25.16
00005022	02/21/2024		5101	SUPPLIES- ART	77.94
00005022	02/21/2024		5107	SUPPLIES- SCIENCE	108.54
00005022	02/21/2024		5190	SUPPLIES	1,306.45
00005022	02/21/2024		5910	SUPPLIES-OFFICE	574.17
00005022	02/21/2024		5955	SUPPLIES-MAINTENANCE	1,090.39
00005022	02/21/2024		5960	SUPPLIES-ATHLETICS	139.95
00005022	02/21/2024		5980	SUPPLIES-SMALL TOOLS	9.69
00005022	02/21/2024		5990	MISC SUPPLIES & MATERIALS	71.92
00005022	02/21/2024		6420	EQUIP & FURN >\$1,000/<\$5,000	1,086.00
				Vendor Total:	11,474.61
00078068	02/06/2024	ANCHOR BAY HIGH SCHOOL	7905	TOURNAMENT	350.00
00078130	02/15/2024		7905	TOURNAMENT	375.00
				Vendor Total:	725.00
00078069	02/06/2024	APAC PAPER & PACKAGING CORP	5950	SUPPLIES-CUSTODIAL	1,333.20
00078131	02/15/2024		5950	SUPPLIES-CUSTODIAL	1,683.73
				Vendor Total:	3,016.93
00078132	02/15/2024	ARCH ENVIRONMENTAL GROUP	3193	SERVICES - INSPECTIONS	450.00
				Vendor Total:	450.00
00078070	02/06/2024	ASCENSION MICHIGAN	3197	SERVICES-EMPLOYEE HEALTH	204.00

**Bills to be Approved
East China Sch District
02/29/2024**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00078133	02/15/2024		3197	SERVICES-EMPLOYEE HEALTH	136.00
				Vendor Total:	340.00
00005023	02/29/2024	AT & T MOBILITY	3410	TELEPHONE/DATA COMMUNICATION	690.76
				Vendor Total:	690.76
00078071	02/06/2024	AUTO VALUE PORT HURON	5730	SUPPLIES-FLEET REPAIR PARTS	286.56
				Vendor Total:	286.56
00078072	02/06/2024	AUTO ZONE LLC	5730	SUPPLIES-FLEET REPAIR PARTS	61.71
00078135	02/15/2024		5730	SUPPLIES-FLEET REPAIR PARTS	36.84
00078135	02/15/2024		5980	SUPPLIES-SMALL TOOLS	23.75
				Vendor Total:	122.30
00078137	02/15/2024	BEAUREGARD, THERESA	3112	CONTRACTED SERVICES	140.00
				Vendor Total:	140.00
00078138	02/15/2024	BLACKBOARD INC	3450	SOFTWARE LICENSES	2,318.54
				Vendor Total:	2,318.54
00078139	02/15/2024	BLUE WATER FUEL	5710	SUPPLIES-Gas	779.32
				Vendor Total:	779.32
00005011	02/23/2024	BMO	3220	PROF DEVELOPMENT FEES	-135.00
00005011	02/23/2024		3410	TELEPHONE/DATA COMMUNICATION	560.26
00005011	02/23/2024		3430	POSTAGE	403.55
00005011	02/23/2024		3450	SOFTWARE LICENSES	1,813.15
00005011	02/23/2024		3510	ADVERTISING	143.00
00005011	02/23/2024		3610	PRINTING & BINDING	103.97
00005011	02/23/2024		5107	SUPPLIES- SCIENCE	244.81
00005011	02/23/2024		5116	SUPPLIES- VOCAL MUSIC	280.00
00005011	02/23/2024		5123	SUPPLIES-LIFE SKILLS	164.23
00005011	02/23/2024		5132	TESTING SUPPLIES	180.00
00005011	02/23/2024		5190	SUPPLIES	616.37
00005011	02/23/2024		5710	SUPPLIES-Gas	92.36
00005011	02/23/2024		5910	SUPPLIES-OFFICE	475.91
00005011	02/23/2024		5955	SUPPLIES-MAINTENANCE	434.57
				Vendor Total:	5,377.18
00005024	02/29/2024	BP ENERGY RETAIL CO LLC	5510	NATURAL GAS	36,355.73
				Vendor Total:	36,355.73
00078140	02/15/2024	BRAVE FIRE PROTECTION LLC	4110	REPAIRS-MISC.	550.00
				Vendor Total:	550.00
00078075	02/06/2024	BRENNER ELECTRIC LLC	4114	REPAIRS - ELECTRICAL	150.00
				Vendor Total:	150.00
00078142	02/15/2024	C AND S MOTORS INC	5730	SUPPLIES-FLEET REPAIR PARTS	356.46
				Vendor Total:	356.46
00078076	02/06/2024	CAPITAL ONE TRADE CENTER	5950	SUPPLIES-CUSTODIAL	165.23
00078076	02/06/2024		5955	SUPPLIES-MAINTENANCE	556.31
00078076	02/06/2024		5980	SUPPLIES-SMALL TOOLS	114.93

**Bills to be Approved
East China Sch District
02/29/2024**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
				Vendor Total:	836.47
00078123	02/08/2024	CHAPTER 13 TRUSTEE T TERRY	9436	A/P GARNISHMENTS	921.46
				Vendor Total:	921.46
00078077	02/06/2024	CINTAS CORPRATION LOC724	5790	SUPPLIES-TRANSPORTATION	148.68
00078143	02/15/2024		5790	SUPPLIES-TRANSPORTATION	77.34
				Vendor Total:	226.02
00078078	02/06/2024	CITY OF MARINE CITY	3830	WATER & SEWAGE	9,661.13
				Vendor Total:	9,661.13
00078079	02/06/2024	COCHRANE SUPPLY	5955	SUPPLIES-MAINTENANCE	1,342.74
00078144	02/15/2024		5955	SUPPLIES-MAINTENANCE	2,222.91
				Vendor Total:	3,565.65
00078080	02/06/2024	COLUMBUS TOWNSHIP	0113	TAXES- COLUMBUS TWP.	1,752.98
				Vendor Total:	1,752.98
00078145	02/15/2024	CONTI LLC FIRE PROTECTION	3193	SERVICES - INSPECTIONS	643.00
				Vendor Total:	643.00
00078081	02/06/2024	CRYSTAL CLEAN	5790	SUPPLIES-TRANSPORTATION	111.03
				Vendor Total:	111.03
00078147	02/15/2024	CULLIGAN	3190	OTHER PROFESSIONAL SERVICES	98.00
				Vendor Total:	98.00
00078148	02/15/2024	DAKTRONICS INC	3510	ADVERTISING	350.00
				Vendor Total:	350.00
00004999	02/08/2024	DEPT OF TREASURY FICA	9447	A/P FICA/MED	124,685.67
00005007	02/08/2024		9447	A/P FICA/MED	78.76
00005014	02/23/2024		9447	A/P FICA/MED	138,301.37
				Vendor Total:	263,065.80
00005000	02/08/2024	DEPT OF TREASURY FIT	9446	A/P FED INCOME TAX W/H	66,937.78
00005015	02/23/2024		9446	A/P FED INCOME TAX W/H	81,360.03
				Vendor Total:	148,297.81
00005001	02/08/2024	DEPT OF TREASURY MEDICARE	9447	A/P FICA/MED	29,160.36
00005008	02/08/2024		9447	A/P FICA/MED	18.42
00005016	02/23/2024		9447	A/P FICA/MED	32,344.67
				Vendor Total:	61,523.45
00005026	02/29/2024	DETROIT EDISON	5520	ELECTRICITY	7,418.22
				Vendor Total:	7,418.22
00005027	02/29/2024	DETROIT EDISON COMPANY	5520	ELECTRICITY	37,658.26
				Vendor Total:	37,658.26
00005028	02/29/2024	DIRECT ENERGY BUSINESS	5520	ELECTRICITY	19,176.56
				Vendor Total:	19,176.56
00078082	02/06/2024	DIVE CINCINNATI	6410	EQ & FUR > \$5,000	6,639.00

**Bills to be Approved
East China Sch District
02/29/2024**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
				Vendor Total:	6,639.00
00078084	02/06/2024	EAST CHINA CHARTER TOWNSHIP	0115	TAXES- EAST CHINA TWP.	1,373.40
				Vendor Total:	1,373.40
00078085	02/06/2024	FIDELITY SECURITY LIFE INS	9460	A/P VISION UHC/EYEMED	918.86
				Vendor Total:	918.86
00078151	02/15/2024	FLINN SCIENTIFIC INC	5107	SUPPLIES- SCIENCE	98.85
				Vendor Total:	98.85
00078152	02/15/2024	FOLLETT CONTENT SOLUTIONS	5190	SUPPLIES	308.19
				Vendor Total:	308.19
00078086	02/06/2024	FOSTER BLUE WATER OIL LLC	5710	SUPPLIES-Gas	337.87
00078154	02/15/2024		5710	SUPPLIES-Gas	14,977.48
				Vendor Total:	15,315.35
00078087	02/06/2024	HAND 2 MIND	5190	SUPPLIES	2,549.90
				Vendor Total:	2,549.90
00005002	02/08/2024	HEALTH EQUITY	9465	HSA	19,329.00
00005017	02/23/2024		9465	HSA	19,179.00
				Vendor Total:	38,508.00
00078155	02/15/2024	HEARTH MATH	5190	SUPPLIES	747.00
				Vendor Total:	747.00
00078156	02/15/2024	HOEKSTRA TRANSPORTATION	5730	SUPPLIES-FLEET REPAIR PARTS	60.94
				Vendor Total:	60.94
00078088	02/06/2024	HOLLY HIGH SCHOOL	7905	TOURNAMENT	160.00
				Vendor Total:	160.00
00078089	02/06/2024	IMPERIAL DADE	5950	SUPPLIES-CUSTODIAL	677.08
				Vendor Total:	677.08
00078125	02/07/2024	INNOVATION CENTER	9006	PETTY CASH FUNDS	150.00
				Vendor Total:	150.00
00078158	02/15/2024	IRA TOWNSHIP	0116	TAXES- IRA TWP.	105.98
				Vendor Total:	105.98
00078159	02/15/2024	ISOLVED BENEFIT SERVICES	7412	FEES	94.56
				Vendor Total:	94.56
00078090	02/06/2024	JOHNSTONE SUPPLY	5955	SUPPLIES-MAINTENANCE	209.02
				Vendor Total:	209.02
00078160	02/15/2024	KERR ALBERT OFFICE SUPPLY CO	5190	SUPPLIES	884.01
00078160	02/15/2024		5910	SUPPLIES-OFFICE	41.59
				Vendor Total:	925.60
00078162	02/15/2024	KIMBALL MIDWEST	5730	SUPPLIES-FLEET REPAIR PARTS	1,171.98
				Vendor Total:	1,171.98

**Bills to be Approved
East China Sch District
02/29/2024**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00078092	02/06/2024	L'ANSE CREUSE NORTH	7905	TOURNAMENT	150.00
				Vendor Total:	150.00
00078093	02/06/2024	LAFORCE INC	5955	SUPPLIES-MAINTENANCE	950.00
				Vendor Total:	950.00
00078163	02/15/2024	LAKEVIEW HIGH SCHOOL	7905	TOURNAMENT	200.00
				Vendor Total:	200.00
00078094	02/06/2024	MARSHALL E CAMPBELL	5958	SUPPLIES - LAMPS & BALLASTS	356.28
00078164	02/15/2024		5958	SUPPLIES - LAMPS & BALLASTS	908.40
				Vendor Total:	1,264.68
00078095	02/06/2024	MARYSVILLE HIGH SCHOOL	7905	TOURNAMENT	530.00
				Vendor Total:	530.00
00078096	02/06/2024	MAS FPS	3220	PROF DEVELOPMENT FEES	1,750.00
				Vendor Total:	1,750.00
00078098	02/06/2024	MCLAREN PORT HURON	7412	FEES	150.00
				Vendor Total:	150.00
00005033	02/29/2024	MESSA	9452	A/P MESSA/VSP	367,655.77
				Vendor Total:	367,655.77
00005034	02/29/2024	METLIFE GROUP BENEFITS	9442	A/P LIFE INSURANCE W/H	2,185.59
00005034	02/29/2024		9449	A/P LONG TERM DISABILITY	2,670.55
				Vendor Total:	4,856.14
00005035	02/29/2024	METS	3150	OTHER CONTRACTED SERVICES	16,083.68
00005035	02/29/2024		3190	OTHER PROFESSIONAL SERVICES	15.00
				Vendor Total:	16,098.68
00005003	02/08/2024	MICHIGAN DEPT OF TREASURY	9445	A/P STATE INCOME TAX W/H	35,279.22
00005018	02/23/2024		9445	A/P STATE INCOME TAX W/H	39,663.96
				Vendor Total:	74,943.18
00078100	02/06/2024	MICHIGAN SCHOOL BUSINESS	3220	PROF DEVELOPMENT FEES	100.00
				Vendor Total:	100.00
00078124	02/08/2024	MICHIGAN STATE	9435	A/P FRIEND OF CT W/H	920.25
00078198	02/23/2024		9435	A/P FRIEND OF CT W/H	556.50
				Vendor Total:	1,476.75
00078166	02/15/2024	MINTON, SCOTT B	3112	CONTRACTED SERVICES	450.00
				Vendor Total:	450.00
00005004	02/08/2024	MPSERS	9405	A/P RETIREMENT	433,432.54
00005004	02/08/2024		9444	A/P RETIRE TDP W/H	210.00
00005009	02/08/2024		9405	A/P RETIREMENT	222.06
00005019	02/23/2024		9405	A/P RETIREMENT	461,582.83
00005019	02/23/2024		9444	A/P RETIRE TDP W/H	210.00
00005036	02/29/2024		9406	A/P UAAL 147c	426,689.87
				Vendor Total:	1,322,347.30

Bills to be Approved
East China Sch District
02/29/2024

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00078101	02/06/2024	NEIMAN'S FAMILY MARKET	5110	TEACH SUPPLIES/MATERIALS	7.78
00078168	02/15/2024		5110	TEACH SUPPLIES/MATERIALS	166.39
				Vendor Total:	174.17
00005005	02/08/2024	NORTH STAR BANK	9450	A/P ACH DIRECT DEPOSIT	693,414.11
00005010	02/08/2024		9450	A/P ACH DIRECT DEPOSIT	554.85
00005020	02/23/2024		9450	A/P ACH DIRECT DEPOSIT	774,729.77
				Vendor Total:	1,468,698.73
00005006	02/08/2024	OMNI GROUP, THE	9438	A/P Check 403b, 457, Roth	51,016.11
00005006	02/08/2024		9455	A/P ACH 403b, 457, Roth	2,730.00
00005021	02/23/2024		9438	A/P Check 403b, 457, Roth	51,166.11
00005021	02/23/2024		9455	A/P ACH 403b, 457, Roth	2,730.00
				Vendor Total:	107,642.22
00078102	02/06/2024	PELKA, NICOLE	5210	TEXTBOOKS	86.00
				Vendor Total:	86.00
00078170	02/15/2024	PHASD PRINT SHOP	5190	SUPPLIES	48.40
				Vendor Total:	48.40
00078171	02/15/2024	PIONEER INC	4120	REPAIRS-EQUIPMENT	137.04
				Vendor Total:	137.04
00078172	02/15/2024	PORT HURON ELKS GOLF COURSE	7905	TOURNAMENT	180.00
				Vendor Total:	180.00
00078173	02/15/2024	PORT HURON HIGH SCHOOL	7905	TOURNAMENT	175.00
				Vendor Total:	175.00
00078174	02/15/2024	PORT HURON MUSIC CENTER	5190	SUPPLIES	2,603.10
00078174	02/15/2024		5991	Supplies - PAC	128.07
				Vendor Total:	2,731.17
00078175	02/15/2024	PORT HURON NORTHERN	7905	TOURNAMENT	175.00
				Vendor Total:	175.00
00078176	02/15/2024	PRECISION CARE LLC	3153	CONTRACTED SERVICES-GROUNDS	32,383.75
				Vendor Total:	32,383.75
00078104	02/06/2024	PREFERRED GLASS INC	4110	REPAIRS-MISC.	725.00
				Vendor Total:	725.00
00078105	02/06/2024	PROJECT LEAD THE WAY INC	5190	SUPPLIES	1,405.50
				Vendor Total:	1,405.50
00078178	02/15/2024	PROMAXIMA MANUFACTURING	5190	SUPPLIES	3,978.25
				Vendor Total:	3,978.25
00078106	02/06/2024	QUILL CORPORATION	5190	SUPPLIES	405.20
00078106	02/06/2024		5930	SUPPLIES-COUNSELOR	51.95
				Vendor Total:	457.15
00005029	02/29/2024	RICOH USA INC	4123	REPAIRS-COPIERS/DUPLICATORS	155.46
00005029	02/29/2024		5955	SUPPLIES-MAINTENANCE	10.18

**Bills to be Approved
East China Sch District
02/29/2024**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
				Vendor Total:	165.64
00078108	02/06/2024	ROESCHKE, DENISE	3112	CONTRACTED SERVICES	25.00
				Vendor Total:	25.00
00078179	02/15/2024	ROSE PEST SOLUTIONS	4110	REPAIRS-MISC.	163.00
				Vendor Total:	163.00
00078126	02/07/2024	ROULO, ALBERT	5210	TEXTBOOKS	212.95
				Vendor Total:	212.95
00078180	02/15/2024	S & S TOWING	4150	REPAIRS-BUSES	597.00
				Vendor Total:	597.00
00078181	02/15/2024	SCHINDLER, PATRICK	5210	TEXTBOOKS	123.99
				Vendor Total:	123.99
00078109	02/06/2024	SCHOOL SPECIALTY LLC	5190	SUPPLIES	922.42
00078182	02/15/2024		5190	SUPPLIES	3.83
				Vendor Total:	926.25
00005030	02/29/2024	SEMCO ENERGY INC	5510	NATURAL GAS	18,454.08
				Vendor Total:	18,454.08
00078111	02/06/2024	SHREDCORP	3112	CONTRACTED SERVICES	80.00
00078183	02/15/2024		3112	CONTRACTED SERVICES	160.00
				Vendor Total:	240.00
00078112	02/06/2024	SOLUTION TREE	3450	SOFTWARE LICENSES	1,490.00
				Vendor Total:	1,490.00
00078113	02/06/2024	ST CLAIR COUNTY RESA	3112	CONTRACTED SERVICES	25,473.28
00078185	02/15/2024		3112	CONTRACTED SERVICES	45,297.62
00078185	02/15/2024		3134	EVALUATION SERVICES	2,891.14
				Vendor Total:	73,662.04
00078127	02/07/2024	ST CLAIR HIGH SCHOOL	5950	SUPPLIES-CUSTODIAL	2.58
				Vendor Total:	2.58
00078114	02/06/2024	STATE OF MICHIGAN	3193	SERVICES - INSPECTIONS	125.00
				Vendor Total:	125.00
00078115	02/06/2024	STELPFLUG, RANDY B	3112	CONTRACTED SERVICES	75.00
00078186	02/15/2024		3112	CONTRACTED SERVICES	75.00
				Vendor Total:	150.00
00078116	02/06/2024	TELNET WORLDWIDE	3410	TELEPHONE/DATA COMMUNICATION	882.21
				Vendor Total:	882.21
00078187	02/15/2024	TER HAAR, CALVIN	3112	CONTRACTED SERVICES	385.00
				Vendor Total:	385.00
00078190	02/15/2024	TK ELEVATOR	4110	REPAIRS-MISC.	2,116.34
				Vendor Total:	2,116.34
00078120	02/06/2024	TRACTION DETROIT	5730	SUPPLIES-FLEET REPAIR PARTS	475.90

**Bills to be Approved
East China Sch District
02/29/2024**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
				Vendor Total:	475.90
00078193	02/15/2024	TRACY INC	3450	SOFTWARE LICENSES	83.75
				Vendor Total:	83.75
00078121	02/06/2024	TRI-STAR ROOFING &	4111	REPAIRS - ROOFING	2,062.51
00078194	02/15/2024		4111	REPAIRS - ROOFING	645.75
				Vendor Total:	2,708.26
00078195	02/15/2024	UNITY SCHOOL BUS PARTS	5730	SUPPLIES-FLEET REPAIR PARTS	1,081.53
				Vendor Total:	1,081.53
00078196	02/15/2024	VEX ROBOTICS INC	5190	SUPPLIES	188.43
				Vendor Total:	188.43
00005037	02/29/2024	WILL SUB PCMI	3113	Contracted Substitute Teachers	62,750.05
				Vendor Total:	62,750.05
00078197	02/15/2024	ZIMMERS SALES AND SERVICE	4120	REPAIRS-EQUIPMENT	1,511.70
				Vendor Total:	1,511.70
262949	02/23/2024	CLUTTS, DAVID P	3210	LOCAL MILEAGE	229.29
				Vendor Total:	229.29
262764	02/23/2024	D'HONDT, EDWARD J	3210	LOCAL MILEAGE	189.78
				Vendor Total:	189.78
262950	02/23/2024	DENNY, AMANDA L	3210	LOCAL MILEAGE	237.24
				Vendor Total:	237.24
262952	02/23/2024	DILLER, JASON	3210	LOCAL MILEAGE	225.45
				Vendor Total:	225.45
262769	02/23/2024	FELAX, RYAN P	3210	LOCAL MILEAGE	163.62
				Vendor Total:	163.62
262955	02/23/2024	FOX, KATHLEEN D	5210	TEXTBOOKS	86.00
				Vendor Total:	86.00
262165	02/08/2024	HARGRAVE, MEGAN L	3210	LOCAL MILEAGE	154.58
262655	02/23/2024	HARGRAVE, MEGAN L	3210	LOCAL MILEAGE	42.21
				Vendor Total:	196.79
262906	02/23/2024	IAFRATE, MONTE	5210	TEXTBOOKS	156.16
				Vendor Total:	156.16
262957	02/23/2024	JOVANOVICH, ANGELA W	5210	TEXTBOOKS	86.00
				Vendor Total:	86.00
262824	02/23/2024	KAMMER, MARIE C	5190	SUPPLIES	93.19
				Vendor Total:	93.19
262962	02/23/2024	LEUENBERGER, EVAN HALLORAN	3210	LOCAL MILEAGE	150.18
				Vendor Total:	150.18
262530	02/23/2024	MARSH, PATRICIA G	7412	FEEES	78.00
				Vendor Total:	78.00
262964	02/23/2024	MCNABB, AMY A	3210	LOCAL MILEAGE	145.06
				Vendor Total:	145.06
262742	02/23/2024	MODRICH, ATHENA A	5210	TEXTBOOKS	75.00

**Bills to be Approved
East China Sch District
02/29/2024**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
				Vendor Total:	75.00
262966	02/23/2024	MORAN, LINDSAY LEEANNA	3210	LOCAL MILEAGE	225.45
				Vendor Total:	225.45
262967	02/23/2024	NATSCHKE, MICHELLE L	3210	LOCAL MILEAGE	184.60
				Vendor Total:	184.60
262043	02/08/2024	OSTERLAND, JULIE	7412	FEES	70.00
				Vendor Total:	70.00
262969	02/23/2024	PAICZ-DUBE, STEPHANNE J	3210	LOCAL MILEAGE	158.16
				Vendor Total:	158.16
262667	02/23/2024	PRINGLE, NORMA F	5210	TEXTBOOKS	34.49
				Vendor Total:	34.49
262704	02/23/2024	RANGER, SARA A	3221	PROF DEVELOPMENT TRAVEL	153.73
				Vendor Total:	153.73
262486	02/08/2024	ROBBINS, KELLY A	5190	SUPPLIES	4.00
				Vendor Total:	4.00
262487	02/08/2024	ROWLAND, KECIA M	5107	SUPPLIES- SCIENCE	7.75
262973	02/23/2024	ROWLAND, KECIA M	3210	LOCAL MILEAGE	152.92
				Vendor Total:	160.67
262978	02/23/2024	STAUFFER, LESLEY A	3210	LOCAL MILEAGE	152.92
				Vendor Total:	152.92
262497	02/08/2024	VAN HAMME, KATHLEEN L	3210	LOCAL MILEAGE	187.51
				Vendor Total:	187.51
262985	02/23/2024	VOLPE, KATHLEEN A	3210	LOCAL MILEAGE	332.28
				Vendor Total:	332.28
262991	02/23/2024	WOODARD, JULIE B	3210	LOCAL MILEAGE	137.08
				Vendor Total:	137.08
262992	02/23/2024	YORK, ROBERT E	3210	LOCAL MILEAGE	213.66
				Vendor Total:	213.66
*****Grand Total					4,273,777.38

**Bills to be Approved
East China Sch District
02/29/2024**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00078139	02/15/2024	BLUE WATER FUEL	5710	SUPPLIES-Gas	220.41
				Vendor Total:	220.41
00005025	02/29/2024	CHARTWELLS	3150	OTHER CONTRACTED SERVICES	61,493.79
00005025	02/29/2024		5610	FOOD	69,850.38
				Vendor Total:	131,344.17
00078149	02/15/2024	DEPENDABLE REFRIGERATION	4120	REPAIRS-EQUIPMENT	312.50
				Vendor Total:	312.50
00005029	02/29/2024	RICOH USA INC	4123	REPAIRS-COPIERS/DUPLICATORS	13.68
				Vendor Total:	13.68
00078179	02/15/2024	ROSE PEST SOLUTIONS	4110	REPAIRS-MISC.	584.00
				Vendor Total:	584.00
00005031	02/29/2024	STATE OF MICHIGAN	9421	ACCRUED SALES TAX	25.79
				Vendor Total:	25.79
Total CAFETERIA FUND					132,500.55
*****Grand Total					132,500.55

Bills to be Approved
East China Sch District
02/29/2024

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00005011	02/23/2024	BMO	3450	SOFTWARE LICENSES	79.00
				Vendor Total:	79.00
00078146	02/15/2024	CONTINUED.COM	7411	MEMBERSHIP DUES	395.00
				Vendor Total:	395.00
00078116	02/06/2024	TELNET WORLDWIDE	3410	TELEPHONE/DATA COMMUNICATION	8.91
				Vendor Total:	8.91
				Total LATCHKEY FUND	482.91
				*****Grand Total	482.91

Bills to be Approved
East China Sch District
02/29/2024

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00005032	02/29/2024	HUMANA DENTAL	2133	Dental Claims	18,804.08
00005032	02/29/2024		2134	Dental Admin Fees	2,090.61
				Vendor Total:	20,894.69

Total INTERNAL SERVICE FUND 20,894.69

*******Grand Total** 20,894.69

Bills to be Approved
East China Sch District
02/29/2024

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00078153	02/15/2024	FORESITE DESIGN INC	6310	SITE IMPROVEMENTS-NON-BUILDING	32,000.00
				Vendor Total:	32,000.00
				Total 2006 Sinking Fund	32,000.00
				*****Grand Total	32,000.00

**Bills to be Approved
East China Sch District
02/29/2024**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00005022	02/21/2024	AMAZON CAPITAL SR INC	6415	TECH CAPITAL OUTLAY<\$1,000	920.10
				Vendor Total:	920.10
00078066	02/02/2024	AUCH CONSTRUCTION	6220	BLDG CONSTR/STRUCT ALTERATIONS	285,056.49
				Vendor Total:	285,056.49
00078136	02/15/2024	B & H PHOTO-VIDEO	6415	TECH CAPITAL OUTLAY<\$1,000	1,591.75
				Vendor Total:	1,591.75
00078161	02/15/2024	KI KRUEGER INTERNATIONAL	6410	EQ & FUR > \$5,000	239,245.94
				Vendor Total:	239,245.94
00078165	02/15/2024	MGM DUMPSTERS	6220	BLDG CONSTR/STRUCT ALTERATIONS	515.00
				Vendor Total:	515.00
00005029	02/29/2024	RICOH USA INC	6410	EQ & FUR > \$5,000	9,201.70
00005029	02/29/2024		6415	TECH CAPITAL OUTLAY<\$1,000	7,407.08
				Vendor Total:	16,608.78
00078188	02/15/2024	THERMAL NETICS	6220	BLDG CONSTR/STRUCT ALTERATIONS	136,916.00
				Vendor Total:	136,916.00
00078117	02/06/2024	THUNDER VALLEY ENTERPRISE	6410	EQ & FUR > \$5,000	35,589.76
00078117	02/06/2024		6415	TECH CAPITAL OUTLAY<\$1,000	46,760.00
00078189	02/15/2024		6410	EQ & FUR > \$5,000	19,711.45
00078189	02/15/2024		6415	TECH CAPITAL OUTLAY<\$1,000	42,600.00
00078189	02/15/2024		6420	EQUIP & FURN >\$1,000/<\$5,000	13,193.00
				Vendor Total:	157,854.21
00078191	02/15/2024	TMP ARCHITECTURE	6220	BLDG CONSTR/STRUCT ALTERATIONS	134,196.96
				Vendor Total:	134,196.96
Total 2020 BOND					972,905.23
*****Grand Total					972,905.23

**Bills to be Approved
East China Sch District
02/29/2024**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00078067	02/06/2024	ALEXANDER'S LLC	7920	OTHER STD/SCH ACTY XP	1,000.00
				Vendor Total:	1,000.00
00004998	02/02/2024	AMAZON CAPITAL SR INC	7920	OTHER STD/SCH ACTY XP	1,368.65
00005012	02/09/2024		7920	OTHER STD/SCH ACTY XP	748.20
00005022	02/21/2024		7920	OTHER STD/SCH ACTY XP	339.24
				Vendor Total:	2,456.09
00078134	02/15/2024	ATTACK SPORTS LLC	7920	OTHER STD/SCH ACTY XP	1,068.00
				Vendor Total:	1,068.00
00078073	02/06/2024	BESTITCHED	7920	OTHER STD/SCH ACTY XP	25.00
				Vendor Total:	25.00
00078074	02/06/2024	BLB ENGRAVING SERVICES	7920	OTHER STD/SCH ACTY XP	474.00
				Vendor Total:	474.00
00005011	02/23/2024	BMO	7920	OTHER STD/SCH ACTY XP	8,177.84
				Vendor Total:	8,177.84
00078141	02/15/2024	BSN/PASSON'S/GSC/CONLIN	7920	OTHER STD/SCH ACTY XP	2,162.40
				Vendor Total:	2,162.40
00078076	02/06/2024	CAPITAL ONE TRADE CENTER	7920	OTHER STD/SCH ACTY XP	115.63
				Vendor Total:	115.63
00078083	02/06/2024	DUNAJ, KASSANDRA	7920	OTHER STD/SCH ACTY XP	115.39
				Vendor Total:	115.39
00078150	02/15/2024	EASTSIDE RACING COMPANY	7920	OTHER STD/SCH ACTY XP	500.00
				Vendor Total:	500.00
00078091	02/06/2024	KIDS IN DISTRESS	7920	OTHER STD/SCH ACTY XP	1,053.00
				Vendor Total:	1,053.00
00078097	02/06/2024	MAYHEW, REBECCA	7920	OTHER STD/SCH ACTY XP	1,184.22
				Vendor Total:	1,184.22
00078099	02/06/2024	MICHIGAN ASSOC OF	7920	OTHER STD/SCH ACTY XP	588.00
				Vendor Total:	588.00
00078167	02/15/2024	NASSP	7920	OTHER STD/SCH ACTY XP	95.00
				Vendor Total:	95.00
00078168	02/15/2024	NEIMAN'S FAMILY MARKET	7920	OTHER STD/SCH ACTY XP	63.05
				Vendor Total:	63.05
00078169	02/15/2024	PEPSI-COLA COMPANY	7920	OTHER STD/SCH ACTY XP	399.84
				Vendor Total:	399.84
00078103	02/06/2024	PORT HURON MUSIC CENTER	7920	OTHER STD/SCH ACTY XP	27.00
				Vendor Total:	27.00
00078177	02/15/2024	PREFERRED CHARTER SERVICES	7920	OTHER STD/SCH ACTY XP	1,390.00
				Vendor Total:	1,390.00

**Bills to be Approved
East China Sch District
02/29/2024**

<u>Check #</u>	<u>Chk Date</u>	<u>Vendor Name</u>	<u>Acct Nr</u>	<u>Description</u>	<u>Amount</u>
00078107	02/06/2024	RIDGE RUNNERS LLC	7920	OTHER STD/SCH ACTY XP	1,000.00
				Vendor Total:	1,000.00
00078110	02/06/2024	SEW SUCCESSFUL INC	7920	OTHER STD/SCH ACTY XP	1,045.00
				Vendor Total:	1,045.00
00078184	02/15/2024	SILKS FLOWER SHOP	7920	OTHER STD/SCH ACTY XP	180.00
				Vendor Total:	180.00
00078127	02/07/2024	ST CLAIR HIGH SCHOOL	7920	OTHER STD/SCH ACTY XP	1,246.69
				Vendor Total:	1,246.69
00078118	02/06/2024	TOP CAT SALES LLC	7920	OTHER STD/SCH ACTY XP	1,320.07
				Vendor Total:	1,320.07
00078119	02/06/2024	TP LOGOS LLC	7920	OTHER STD/SCH ACTY XP	520.00
00078192	02/15/2024		7920	OTHER STD/SCH ACTY XP	1,694.00
				Vendor Total:	2,214.00
00078122	02/06/2024	VINEY, MARY	7920	OTHER STD/SCH ACTY XP	700.00
				Vendor Total:	700.00
262366	02/08/2024	BOKANO, MELANIE L	7920	OTHER STD/SCH ACTY XP	108.56
				Vendor Total:	108.56
262895	02/23/2024	CHASE, ANNETTE L	7920	OTHER STD/SCH ACTY XP	74.94
				Vendor Total:	74.94
262958	02/23/2024	KASKI, CHERYL R	7920	OTHER STD/SCH ACTY XP	50.81
				Vendor Total:	50.81
262961	02/23/2024	LETSON, DARYN M	7920	OTHER STD/SCH ACTY XP	359.34
				Vendor Total:	359.34
262429	02/08/2024	MROUE, DAVID J	7920	OTHER STD/SCH ACTY XP	130.52
				Vendor Total:	130.52
262431	02/08/2024	NICKLES, KRISTY N	7920	OTHER STD/SCH ACTY XP	14.38
				Vendor Total:	14.38
Total STUDENT ACTIVITY					29,338.77

*******Grand Total 29,338.77**

East China School District
General Fund Financial Statement
2/29/2024

REVENUES	REVISED BUDGET (R1)	RECEIVED	BALANCE DUE	PERCENT DUE
LOCAL SOURCES	13,130,145	12,629,390	500,755	3.8%
STATE SOURCES	32,682,760	16,343,714	16,339,046	50.0%
FEDERAL SOURCES	4,260,243	1,595,199	2,665,044	62.6%
OTHER TRANSACTIONS	938,450	562,454	375,996	40.1%
TOTAL REVENUES	51,011,598	31,130,757	19,880,841	39.0%

EXPENDITURES	REVISED BUDGET (R1)	EXPENSED & ENCUMBERED	BALANCE AVAILABLE	PERCENT AVAILABLE
INSTRUCTIONAL SERVICES				
BASIC INSTRUCTION:				
ELEMENTARY	10,463,839	5,848,314	4,615,525	44.1%
MIDDLE SCHOOL	5,684,189	3,274,864	2,409,325	42.4%
HIGH SCHOOL	8,375,345	4,630,496	3,744,849	44.7%
SPECIAL ED	5,385,007	2,668,361	2,716,646	50.4%
COMPENSATORY ED	2,088,840	1,064,086	1,024,754	49.1%
VOCATIONAL ED	39,524	11,380	28,144	71.2%
OTHER INSTRUCTION	467,315	259,942	207,373	44.4%
SUPPORTING SERVICES				
PUPIL SERVICES	4,045,768	2,119,217	1,926,551	47.6%
INST. STAFF SERVICES	1,514,918	1,057,307	457,611	30.2%
GENERAL ADMINISTRATION	563,747	401,480	162,267	28.8%
SCHOOL ADMINISTRATION	2,784,391	1,652,932	1,131,459	40.6%
FISCAL SERVICES	544,341	393,606	150,735	27.7%
INTERNAL SERVICES	18,000	14,456	3,544	19.7%
OPERATIONS/MAINTENANCE	4,942,581	3,283,994	1,658,587	33.6%
SECURITY SERVICES	307,973	160,176	147,797	48.0%
PUPIL TRANSPORTATION	2,048,063	1,211,552	836,511	40.8%
CENTRAL SERVICES (HR/TECH)	1,267,491	814,268	453,223	35.8%
ATHLETIC ACTIVITIES	1,262,440	668,820	593,620	47.0%
COMMUNITY SERVICES	59,587	15,028	44,559	74.8%
OTHER TRANSACTIONS	-	35,200	(35,200)	
TOTAL EXPENDITURES	51,863,359	29,585,479	22,277,880	43.0%

**EAST CHINA SCHOOL DISTRICT
SCHEDULE OF INVESTMENTS
AS OF FEBRUARY, 2024**

FUND	ACCOUNT	TYPE	ISSUER	MATURITY DATE	INTEREST RATE	INVESTED AMOUNT
DS	DEBT SERVICE	POOL	NORTHSTAR	2/29/2024	3.04 APY	378,406
DS	DEBT SERVICE	INVEST	MILAF	2/29/2024		3,574,685
GF	OPERATING	POOL	NORTHSTAR	2/29/2024	0.60 APY	2,313,357
GF	OPERATING	INVEST	NORTHSTAR	2/29/2024	3.04 APY	2,261,044
SF	SINKING FUND	POOL	NORTHSTAR	2/29/2024	0.20 APY	4,011
SF	SINKING FUND	INVEST	NORTHSTAR	2/29/2024	3.04 APY	2,612,371
CP	CAPITAL PROJECTS	POOL	NORTHSTAR	2/29/2024	0.50 APY	543,031
CP	CAPITAL PROJECTS	INVEST	NORTHSTAR	2/29/2024	3.04 APY	-
CP	CAPITAL PROJECTS	INVEST	MILAF	2/29/2024		27,089,123
APY	ANNUAL % YIELD					

July 2023 Policy Service Update Summary- School District Board Policy Manual

Policy	Revision(s) Made
2000 Series	
2303 Violation of Board Code of Ethics	Language added re: criminal violations.
2306 Board Member Compensation	Minor technical/clarifying revisions.
2405 Board Officers	Minor revisions regarding the timing of organizational meetings at which board officers are elected.
2501 Meetings	Language added to provision re: emergency school board meetings.
2501A Electronic Board of Education Meetings	Minor technical/clarifying revisions.
2506 Organizational Meetings	Minor revisions regarding the timing of organizational meetings.
3000 Series	
3118 Title IX	Updated the definition of sexual assault; other minor clarifying revisions.
3301A Purchasing and Procurement with Federal Funds	Language added to allow for exceptions where bidding is not required.
3303 Gifts and Donations	Language added to clarify that donations of personal property accepted by the superintendent/designee are done so on behalf of the Board.
3308 Distribution of Printed Material and Advertising in School	Updated spelling of "marijuana" to be consistent with alternate spelling "marihuana" in Policies 4201, 4211, and the Michigan Public Health Code.
3405 Bloodborne Pathogens	Language added to address OSHA requirements.
3407 Asbestos Management	Updated legal reference.
3408 Firearms and Weapons	Minor technical revision, and updated legal reference.
4000 Series	
4101 Non-Discrimination	<ul style="list-style-type: none"> ● Language added to align the policy with the Pregnant Workers Fairness Act. ● Updated to reflect the 2023 amendment to the Elliott-Larsen Civil Rights Act (ELCRA) that includes “sexual orientation” and “gender identity or expression” as protected categories
4102 Anti-Harassment, Including Sexual Harassment	Updated to reflect the 2023 amendment to the Elliott-Larsen Civil Rights Act (ELCRA) that includes “sexual

July 2023 Policy Service Update Summary- School District Board Policy Manual

	orientation” and “gender identity or expression” as protected categories
4103 Whistleblowers’ Protection	Language added to clarify the Whistleblowers’ Protection Act application for an employee making or about to make a report of retaliation.
4104 Employment Complaint Procedure	Language added to Employment Compliance Officer information.
4105 Workplace Accommodations for Employees and Applicants with Disabilities	Language added to align the policy with the Pregnant Workers Fairness Act.
4216 Personal Communication Devices	Optional language added addressing the recording of students, parents, co-workers, or non-public meetings where there is an educational purpose.
4220 Use or Disposal of District Property	Language added concerning intentional damage to District property.
4227 False Medicaid Claims	Minor technical/clarifying revisions.
4228 No Expectation of Privacy	This is a new policy addressing the search of person and personnel property, search of desk cabinet, and school equipment.
4404 Performance Based Compensation for Teachers	Updated legal reference.
4504 Performance Based Compensation	Updated legal reference.
4106-F FMLA- Fitness for Duty Form <i>(See: A.G.s and Forms Updates)</i>	New form for FMLA Fitness for Duty exams.
4224-F Cash in Lieu Form <i>(See: A.G.s and Forms Updates)</i>	New form for employee Cash in Lieu election.
5000 Series	
5202 Unlawful Discrimination, Harassment, and Retaliation Against Students	Minor technical revision.
5206B Student Discipline - Students with Disabilities	Updated legal reference.
5407 Instructional Program and Curricular Development	Minor technical and formatting revisions.
5411 Student Promotion, Retention, and Placement	Removed reference to the retention requirements of the Read by Grade Three Law.
5419 Reading Assessments, Instruction, Intervention, and Retention	Removed reference to the retention requirements of the Read by Grade Three Law.

Thrun Law Firm, P.C.

July 2023 Policy Service Update Summary- School District Board Policy Manual

5510 Student-Initiated, Non-Curricular Clubs	Language added to address the Boy Scouts of America Equal Access Act.
5305-F Schools-of-Choice Denial Letter <i>(See: A.G.s and Forms Updates)</i>	New template letter for the denial of Schools-of-Choice applications.

Series 2000: Bylaws

2300 Board Member Conduct

2303 Violation of Board Code of Ethics

The Board is responsible for enforcing the Code of Ethics (Policy 2302) for its members.

- A. If it is suspected or alleged that a Board member has violated the Code of Ethics, the following may occur:
1. The President (or Vice President, if the President is the focus of the inquiry) may confer with that Board member to determine whether the suspected or alleged violation is disputed.
 - a. If the suspected or alleged violation is not disputed, the President/Board may propose how the member may remedy the violation; or
 - b. If the suspected or alleged violation is disputed, [Choose one: the President may initiate an investigation / the Board may initiate an investigation by an affirmative vote of a majority of the members elected or appointed to and serving on the Board].
 2. The Board may discuss the alleged violation as an agenda item at a Board meeting. At the affected Board member's request, the Board may convene in a closed session under the Open Meetings Act to consider complaint(s) or charge(s) brought against the Board member.
- B. If the violation is admitted or the Board determines that a disputed violation has been established by at least a preponderance of the evidence, the Board may consider:
1. whether to publicly censure the Board member through a formal Board resolution reprimanding the Board member;
 2. whether to remove the Board member from committee assignments;
 3. whether to remove the Board member from any Board office or position (e.g., Vice President, Secretary);
 4. whether the violation rises to the level of gross neglect of duty or corrupt conduct in office, or other misfeasance or malfeasance, warranting referral to the Governor pursuant to Michigan Constitution, Article V, §10 for possible suspension or removal from public office;
 5. whether the violation may constitute a criminal violation of the Revised School Code, ~~or~~ the Michigan Penal Code, or other applicable Michigan law, warranting referral to local law enforcement; and
 6. any other act authorized by law.

Legal Authority: Const 1963, art 5, §10, Const 1963, art 11, §1; MCL 380.619, 380.1107,
380.1804, 380.1815, 380.1816, 380.1230, 380.1230a, 380.1230b

Date adopted:

Date revised:

Series 2000: Bylaws

2300 Board Member Conduct

2306 *Board Member Compensation* [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number *and* in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

Board members will not receive compensation to attend Board meetings, ~~committee/~~or subcommittee meetings, or for the performance of an authorized duty as a Board member.

Legal Authority: MCL 380.11a

Date adopted:

Date revised:

Series 2000: Bylaws

2400 Board Membership and Duties

2405 Board Officers

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

A. Election of Board Officers

1. The Board must elect a President and Vice President. The Board may also elect a Treasurer and Secretary.
2. Board officer elections will take place at ~~anthe Board's annual~~ organizational meeting of the Board.
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 following year's next annual organizational meeting at which board officers are elected, 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 [include if Option 2 is selected: or non-Board member] to the vacant office.

C. Removal of Board Officers

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

D. Board Officer Vacancies

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

E. Assistants to the Secretary and Treasurer

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

Legal authority: MCL 380.11a

Date adopted:

Date revised:

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2501 Meetings

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

A. Notice

1. The Board must publicly post its regular meeting schedule within 10 calendar days after the Board's first meeting in each calendar or fiscal year. The notice must include the dates, times, and places of the regular meetings. If the regular meeting schedule is changed, the Board must publicly post the revised regular meeting schedule within 3 calendar days after the Board meeting at which the change was made.
2. Special meeting and rescheduled regular meeting notices must be posted at least 18 hours in advance of a special or rescheduled regular meeting.
3. Regular, rescheduled regular, and special meeting notices must be posted at the Board's principal offices. The notice, or a prominent and conspicuous link to the notice, also must be posted on the District 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, or welfare of the public exists, and two-thirds of the Board members elected or appointed to and serving on the Board determine that delay would be detrimental to efforts to lessen or respond to the threat. The Board will provide notice of an emergency meeting in compliance with the Open Meetings Act.
6. Public hearing notices must contain a description of the purpose(s) for which the public hearing will be conducted to the extent required by law.
7. The notice for an electronic Board meeting must comply with Policy 2501A.

B. Quorum

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

C. Meeting Types

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

D. Closed Session

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

E. Meeting Cancellation

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

F. Electronic Board Meetings and Remote Participation

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

G. Minutes

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

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

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

H. Accommodating Board Members and Other Individuals with Disabilities

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

I. [Optional Parliamentary Procedure

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

Legal authority: MCL 15.263, 15.263a, 15.265, 15.267, 15.269; MCL 380.1201

Date adopted:

Date revised:

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2501A *Electronic Board of Education Meetings*

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

A. Definitions

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

1. “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 [] at least [] hours before the meeting; and [NOTE – DELETE AFTER ADOPTION: Notice of an electronic meeting must be posted at least 18 hours in advance. We recommend that the remote Board member give notice sufficiently in advance of that time so that the District can disclose that member's absence into the posted notice.]
3. The Superintendent or designee will ensure that public notice of the remote Board member's physical absence and information on how to contact the remote Board member is provided sufficiently in advance of the Board meeting so that a member of the public may provide input on or ask questions about any business that will come before the Board at the meeting.

E. Procedures to Ensure Public Participation at Electronic Meetings

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

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

F. Electronic Board Meeting Notice Requirements

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

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

The notice must clearly explain:

1. Why the Board is holding an electronic meeting;
2. How the public may participate remotely. If a telephone number, internet address, virtual meeting address, or other information is needed to participate, that information must be specifically provided;

3. How the public may contact Board members to provide input on or ask questions about business that will come before the Board at the meeting;
4. Which Board members will be participating remotely and information about how the public may contact those Board members in advance of the meeting to provide input on or ask questions about any business that will come before the Board at the meeting; and
5. How persons with disabilities may participate in the meeting.

G. Electronic Board Meeting Agenda Requirements

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

Legal authority: MCL 15.263, 15.263a.

Date adopted:

Date revised:

Series 2000: Bylaws

2500 Board Meetings and Open Meetings Act Compliance

2506 Organizational Meetings

The Board's first regular meeting each [Choose one: calendar / fiscal] year will be an organizational meeting.

[Optional: During that meeting, the Board will:

- A. elect Board officers in compliance with Policy 2405. The Superintendent or designee will preside over the organizational meeting until a President is elected;
- B. set the schedule for regular Board meeting dates; and
- C. designate the District employee(s) authorized to post Board meeting notices under the Open Meetings Act.]

The Board may perform any other act and conduct any other business it deems appropriate during an organizational meeting. ~~and it~~

The Board may conduct additional organizational meetings during the calendar or fiscal year.

Legal authority: MCL 380.11(a)(3)

Date adopted:

Date revised:

Series 3000: Operation, Finance, and Property

3100 General Operations

3118 Title IX Sexual Harassment

Consistent with Policy 3115, the District prohibits unlawful sex discrimination, including harassment and retaliation, in any of its education programs or activities in accordance with Title IX of the Education Amendments of 1972 and ~~corresponding-its~~ 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" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).
 - i. "Sexual assault" is an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. It includes unlawful sexual intercourse (including incest and statutory rape) and any sexual act, including rape, sodomy, sexual assault with an object, or fondling, directed against another person without the consent of that person, including when that person is incapable of giving consent."
 - A) Rape: —(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - B) Sodomy: —Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - C) Sexual Assault With An Object: —To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - D) Fondling: —The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - E) Incest: —Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

F) Statutory Rape: —Nonforcible sexual intercourse with a person who is under the statutory age of consent.

- ~~e. 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~~ has a conflict of interest or bias.
12. "Report" means an account of alleged Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).
13. "Respondent" is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.
14. "Supportive Measures" are non-disciplinary, non-punitive, individualized 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 any specific matter. A person not serving as a Title IX Coordinator in a particular matter is not disqualified from serving in another role in that matter. The Title IX Coordinator may also serve as the Investigator or person designated to facilitate an informal resolution process on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.

B. Posting Requirement

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

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

C. Designation of Title IX Coordinator

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

[TITLE IX COORDINATOR NAME OR POSITION/TITLE]

[TITLE IX COORDINATOR OFFICE ADDRESS]

[TITLE IX COORDINATOR PHONE NUMBER]

[TITLE IX COORDINATOR EMAIL]

D. Reporting Title IX Sexual Harassment:

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

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

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

E. General Response to Sexual Harassment

1. District's Obligation to Respond without Deliberate Indifference

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

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

2. Response to Report of Title IX Sexual Harassment

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

3. Formal Complaint Filed

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

4. Equitable Treatment

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

5. Documentation and Recordkeeping

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

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

6. Supportive Measures

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

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

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

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

Supportive measures may include, but are not limited to:

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

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

7. Respondent Removal

a. Emergency Removal (Student)

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

Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

b. Administrative Leave (Employee)

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

8. Law Enforcement

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

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

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

F. Grievance Process

1. Generally

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

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

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

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

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

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

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

2. Notice of Allegations

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

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

- g. If the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during the disciplinary process, a citation to that portion of the Code of Conduct. If the Code of Conduct does not address false statements by students, the notice is not required to include any reference.

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

3. Informal Resolution

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

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

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

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

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

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

4. Investigation

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

a. Investigation Process

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

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

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

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

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

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

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

Before the investigation's completion, the Investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at

least 10 calendar days to submit a written response to the Investigator. The party's response must be considered by the Investigator before completing the final investigation report.

b. Investigation Report

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

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

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

5. Determination of Responsibility

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

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

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

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

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

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

- a. Identification of the sexual harassment allegations;

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

6. Appeals

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

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

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

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

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

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

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

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

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

G. Dismissal

1. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

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

2. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

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

between alleged misconduct and Formal Complaint filing, Complainant refuses or ceases to cooperate with Grievance Process).

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

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

H. Consolidation of Complaints

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

I. Remedies and Disciplinary Sanctions

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

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

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

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

The District will impose disciplinary sanctions consistent with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining

agreements, or individual employee contracts. Discipline may range from warning or reprimand to termination of employment, or student suspension or expulsion.

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

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

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

J. False Statements

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

K. Confidentiality

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

L. Retaliation

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

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

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

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

M. Training

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

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

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

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

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

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

N. Record Keeping

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

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

O. Office for Civil Rights

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

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

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

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3301A Purchasing and Procurement with Federal Funds

This Policy applies to purchases of property and services with federal funds and that are subject to the Uniform Grant Guidance. All terms in this Policy have the same respective meanings as defined by-in 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

When bidding is required, ~~t~~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

3303 Gifts and Donations

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

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

A. Accepting Donations

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

B. [Optional: Soliciting Donations]

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

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:

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 Board [or Superintendent or designee]; and
 - be subject to a written contract with the District describing each party's obligations and rights.
3. [Optional: A non-student group Advertisement may not reference a political candidate or ballot question.]
4. A non-student group Advertisement, if approved, [Optional but recommended: is intended to generate revenue and] does not create a forum for speech or expression. [Note: Consult legal counsel for forum analysis.]

D. School Bus Advertisements

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

E. District Speech

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

Legal authority: MCL 257.1833

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3405 Bloodborne Pathogens

Bloodborne pathogens and other infectious body fluids can be transmitted through contact with skin, eyes, mouth, and mucous membranes, including by needle sticks, cuts, punctures, and bites. The District will observe universal precautions to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids will be considered potentially infectious materials.

[Optional: If one or more District employees are subject to occupational exposure, the Superintendent or designee will develop and annually update an exposure control plan that will be accessible to employees.]

The District will provide personal protective equipment, the hepatitis B vaccine and vaccination series, vaccines, training, and post-exposure evaluations, as required by law, at no charge to employees whose duties are reasonably anticipated to result in occupational exposure to blood or other infectious materials.

“Bloodborne pathogens” means pathogenic microorganisms that are present in human blood and can cause disease in humans. Those pathogens include hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

“Universal precautions” means a method of infection control that treats all human blood and other potentially infectious material as capable of transmitting HIV, HBV, and other bloodborne pathogens.

Legal authority: 29 CFR 1910.1030; Mich Admin Code R 325.70004

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3407 Asbestos Management

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

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

Legal authority: 15 USC 2641 et seq.; 29 CFR 1910.1001; ~~1910.1101(j)(7)(ii); 40 CFR 763 Subpart E; MCL 388.861 et seq.~~

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3408 Firearms and Weapons

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

A. As used in this Policy:

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

B. Permitted Uses

The following persons may possess a weapon on District property:

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

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

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

C. Violations

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

Legal authority: 18 USC 921; [18 USC 922\(q\)](#); MCL 28.425f, 28.425o; MCL 750.237a

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4101 *Non-Discrimination*

A. Equal Employment Opportunity

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

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

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

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

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

B. Reporting Requirements

Any employee who believes he/she has been subjected to behavior that violates this Policy must file a complaint using the Employment Complaint Procedure in

Policy 4104. If Title IX sexual harassment is alleged, the procedures set forth in Policy 3118 should be followed.

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

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

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

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

C. Employment Discrimination Compliance Training

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

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

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

Legal authority: 20 USC 1681 et seq.; 29 USC 206 et seq., 701 et seq., 2601 et seq.; 38 USC 4301 et seq.; 42 USC 2000d et seq., 2000e et seq., 2000ff et seq., 12101 et seq.; [H.R. 2617-1626, 117th Cong. § 103\(1\) \(signed into law December 29, 2022\)](#); MCL 37.1101 et seq., 37.2101 et seq.; MCL 423.201 et seq.; MCL 750.556

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4102 *Anti-Harassment, Including Sexual Harassment*

A. Policy Statement

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

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

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

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

B. Unlawful Employment Harassment Definition

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

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

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

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

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

C. Unlawful Retaliation

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

D. Reporting Requirements

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

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

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

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4103 Whistleblowers' Protection

An employee shall report, on his/her own behalf or on behalf of another employee, a violation or a 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 because the employee was about to make or made a report.

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

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

Legal authority: MCL 15.361 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4104 Employment Complaint Procedure

This employment complaint procedure is designed to facilitate: (1) prompt notification of alleged unlawful discrimination, including unlawful Title VII sexual harassment, and retaliation; (2) a prompt and thorough investigation of good faith allegations; and (3) the implementation of appropriate corrective action, if necessary, to eliminate verified, unlawful discrimination and retaliation from the workplace.

A. Initiating a Complaint

1. A Board member, employee, or employment applicant who believes he/she has been the subject of unlawful discrimination, including unlawful harassment, or retaliation must timely file a complaint, preferably within 10 business days of the alleged or suspected violation or when the reporter obtained knowledge of the alleged or suspected violation, with:

[EMPLOYMENT COMPLIANCE OFFICER NAME OR POSITION/TITLE]

[EMPLOYMENT COMPLIANCE OFFICER ADDRESS]

[EMPLOYMENT COMPLIANCE OFFICER PHONE NUMBER]

[EMPLOYMENT COMPLIANCE OFFICER EMAIL]

[CONSIDER LISTING 2 PEOPLE Note: Consider listing 2 people]

Title IX sexual harassment complaints, including dual Title VII and Title IX harassment complaints that cannot be bifurcated, must be processed under Policy 3118.

2. A complaint against the Employment Compliance Officer(s) must be made to the Superintendent or President. A complaint against the Superintendent must be made to the President. A complaint against the President must be made to the Vice President.
3. A complaint of discrimination, including unlawful harassment, or retaliation, may be made verbally or in writing. The complaint will be memorialized on Form 4104-F.

B. Investigation Procedures

1. A written or verbal report (including an anonymous report) of discrimination, including unlawful harassment, or retaliation will be investigated promptly and thoroughly.
2. An impartial investigator will investigate the complaint and, if appropriate, notify law enforcement. A third-party investigator may be appointed to investigate the complaint. The investigator(s) should consult with legal counsel in appropriate cases.

3. The investigator(s) will determine the relevant and appropriate witnesses to be interviewed based on the allegations, Board policy, and the law, and use reasonable efforts to do so. In most cases, the Complainant(s) and the Respondent(s) will be interviewed. The investigator(s) should remind interviewees to maintain confidentiality to the extent permitted by law.
4. Complaints, evidence, witness statements, investigation notes, and findings will be maintained in a confidential manner and protected from disclosure to the extent permitted by law.
5. The preponderance of the evidence (i.e., more likely than not) standard of proof will be used to determine whether discrimination, including unlawful harassment, or retaliation occurred.
6. The investigator(s) may create an investigation report of factual conclusions and findings.
7. The outcome of the investigation will be reported to the Complainant(s) and the Respondent(s).

C. Remedies

The District will take prompt and appropriate remedial action to address substantiated instances of discrimination, including unlawful harassment, or retaliation. Remediation may include restorative practices, training, counseling, discipline, transfer, demotion, discharge, or other action as deemed appropriate.

D. False Complaint or False Statement

A person who knowingly files a false complaint or makes a materially false statement is subject to discipline, including discharge.

E. Unlawful Retaliation

Retaliation against an investigation participant is prohibited. Any person who unlawfully retaliates is subject to discipline, including discharge.

F. Appeal Process

A Complainant or Respondent who objects to the investigation process or findings must file a written appeal with the Superintendent within 10 business days after receiving the investigation outcome. The written appeal must cite specific objections to the investigation process or findings. If the Superintendent is the Respondent or Complainant, an appeal must be filed with the President. If the President is the Respondent or Complainant, an appeal must be filed with the Vice President.

An appeal will be forwarded to the Board or designee for consideration and action. The Board or designee, in consultation with legal counsel, will take appropriate

action, generally within 30 calendar days after receipt of the appeal. A Board officer will then notify the parties in writing of the appeal decision.

G. Reports to State or Federal Administrative Agencies

Any person who believes that he/she was the victim of discrimination, including unlawful harassment, or retaliation may file a complaint with the Michigan Department of Civil Rights (MDCR) or the Equal Employment Opportunity Commission (EEOC) at any time:

Michigan Department of Civil Rights Capitol Tower Building
110 W. Michigan Avenue, Suite 800
Lansing, MI 48933
Phone: 517-335-3165
Fax: 517-241-0546
TTY: 517-241-1965
Email: MDCR-INFO@michigan.gov

Equal Employment Opportunity Commission Patrick V. McNamara Building
477 Michigan Avenue - Room 865
Detroit, MI 48226
Phone: 800-669-4000
Fax: 313-226-4610
TTY: 800-669-6820
Email: info@eeoc.gov

An agency complaint may be filed before, during, or after a complaint is filed with the District, or a person may forego filing a complaint with the District and rely solely on the MDCR or EEOC. The District recommends that a person who has been subjected to discrimination, including unlawful harassment, or retaliation, also file a complaint with the District to ensure that the District can take steps to prevent further discrimination, including unlawful harassment, or retaliation and to discipline the Respondent, if appropriate. The MDCR and EEOC do not serve as an appellate body for District decisions. An investigation by the MDCR or EEOC will occur separately from any District investigation.

Legal authority: U.S. CONST. amend. XIV; 20 USC 1681 et seq.; 29 USC 701 et seq.; 42 USC 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1630; 34 CFR 104, 106.8, 106.9, 110; MCL 15.261 et seq.; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105 *Workplace Accommodations for Employees and Applicants with Disabilities Under State and Federal Law*

The District complies with the ADA, Section 504, the MPDCRA, PWFA, and other federal, state, and local laws that prohibit discrimination in employment against qualified persons with disabilities or with limitations related to pregnancy, childbirth, or related medical conditions. 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, or employees with limitations related to pregnancy, childbirth, or related medical conditions.

An applicant or employee with a disability, or an employee with limitations related to pregnancy, childbirth, or related medical conditions, 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 or an employee with limitations related to pregnancy, childbirth, or related medical conditions 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, or for employees with limitations related to pregnancy, childbirth, or related medical conditions.

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; [H.R. 2617-1626, 117th Cong. § 103\(1\) \(signed into law December 29, 2022\)](#); MCL 37.1101 et seq., 37.2101 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4216 *Personal Communication Devices*

“Personal communication devices” include employee-owned cell phones, computers, tablets, or any other device that enables an employee to access the internet or engage in communications through an application, social media, or any other communication method. Employee use of personal communication devices during the work day, including school-sponsored activities, and to conduct school-related business, is limited as follows:

- A. except in emergencies, an employee’s use of personal communication devices shall not interfere with instructional activities or work-related duties. Employees taking an authorized break may use personal communication devices in a manner that does not disrupt the District’s operations or violate the confidentiality of students or others;
- B. employees shall not use personal communication devices to access inappropriate content or engage in unlawful activities while on duty, on District property, or attending a District-related event;
- C. employees must not use personal communication devices to inappropriately communicate with other employees, students, and parents/guardians;
- D. employees must ensure that the District’s records and files, including confidential student information, are only maintained on District-provided technology and that confidentiality is maintained. District records and files must not be stored on a personal communication device;
- E. employees recognize that when a personal communication device accesses the District’s network, the employee’s use may become subject to the District’s Acceptable Use Policy;
- F. employees may not use their personal communication devices to record communications or images during the work or school day or at a school-sponsored event other than a public performance or sporting event, unless the employee has received permission from the Superintendent or designee. Dissemination of any recording is prohibited unless the Superintendent or designee approves that action in writing; or
- G. unauthorized recording of communications or images of students, parents, co-workers, or non-public meetings is prohibited [Optional, unless there is an educational purpose to do so.] and may result in discipline, including discharge.

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

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4220 *Use or Disposal of District Property*

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

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

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

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

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

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

Under federal law, when the District receives annual amount of at least \$5,000,000.00~~0~~ in Medicaid payments, the District is required to inform all employees and contractors about ~~the~~ legal requirements and remedies in order to comply with and prevent fraud and abuse in the Medicaid Program.

A. The Federal False Claims Act (FCA). Medicaid prohibits individuals and organizations from submitting false or fraudulent claims to the government for payment or reimbursement. Any claim submitted by employees or contractors for Medicaid reimbursement must be accurate, correct, and complete.

1. An employee or contractor shall not knowingly submit a false claim. The term “knowingly” does not require the claimant to have actual knowledge that the claim is false. An employee violates this Policy by acting with reckless disregard or in deliberate ignorance. A violation of this Policy includes, but is not limited to:

- a. knowingly presenting, or causing to be presented, a false or fraudulent claim for payment or approval;
- b. knowingly making, using, or causing to be made or used, a false record or statement material to a false or fraudulent claim;
- c. conspiring to commit a violation under the FCA;
- d. having possession, custody, or control of property or money used, or to be used, by the government and knowingly delivering, or causing to be delivered, less than all of that money or property;
- e. authorizing to make or deliver a document certifying receipt of property used, or to be used, by the government and, intending to defraud the government, making or delivering the receipt without completely knowing that the information on the receipt is true;
- f. knowingly buying, or receiving as a pledge of an obligation or debt, public property from an officer or employee of the government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or

- g. knowingly making, using, or causing to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the government, or knowingly concealing or knowingly and improperly avoiding or decreasing an obligation to pay or transmit money or property to the government.

2. Penalties

- a. The FCA and Program Fraud Civil Remedies Act (“PFCRA”) provides civil and criminal remedies to individuals who violate federal law.
- b. The District reserves the right to discipline, up to and including discharge, employees who violate this Policy.
- c. The District reserves the right to terminate the contract with a third party contractor found to be in violation of this Policy.

B. Michigan Medicaid False Claim Act (“MMFCA”) prohibits fraud in the obtaining of benefits or payments in connection with the medical assistance program.

1. An employee or contractor shall not knowingly:

- a. make or cause to be made a false representation of a material fact in the application for, or the determination of, Medicaid benefits;
- b. fail to report any event affecting the initial or continued right to receive a Medicaid benefit or fails to report an event affecting the initial or continued right of any other person on whose behalf the individual has applied for Medicaid benefits;
- c. solicit, offer, or receive a bribe or kickback in connection with the furnishing of goods or services for which payment is made to a Medicaid provider;
- d. make or receive a payment or the rebate of a fee for referring an individual to another for Medicaid services;
- e. enter into a conspiracy or agreement to defraud the state by obtaining a Medicaid payment for a false claim;
- f. make or cause to be made a false claim under the Social Welfare Act, Act 280 of Public Acts of 1939, as amended, to an employee or officer of the state; or
- g. make or cause to be made a claim under the Social Welfare Act, which claim represents that goods or services are medically necessary in accordance with professionally-accepted medical standards when the goods or services are not medically necessary.

2. Penalties

- a. The MMFCA provides civil and criminal remedies to individuals who violate federal law.
- b. The District reserves the right to discipline, up to and including discharge, employees who violate this Policy.
- c. The District reserves the right to terminate the contract with a third party contractor found to be in violation of this Policy.

Legal authority: 31 U.S.C. 3729-3733, 31 U.S.C. 3801, MCL 400.601 et seq

Date adopted:

Date revised:

Series 4000: District Employment

4400 Professional Staff

4404 Performance Based Compensation for Teachers

The Superintendent or designee will implement a performance based compensation system for teachers pursuant to Revised School Code Section 1250 and State School Aid Act Section 164h. The system must include job performance and accomplishments as a significant factor and be based, at least in part, on student growth data as measured by assessments and other objective criteria for effective and highly effective professionals.

All collective bargaining agreements addressing teachers must include a method of compensation that complies with this Policy.

The Superintendent or designee may implement a performance based compensation system for Non-Teaching Professionals.

Legal authority: MCL 380.1249, 380.1250; MCL 388.1764h; MCL 423.215(3)(o)

Date adopted:

Date revised:

Series 4000: District Employment

4500 Administrators/Supervisors

4504 Performance Based Compensation

The Superintendent or designee will implement a performance based compensation system for building level and central office Administrators regularly involved in instructional matters pursuant to Revised School Code Section 1250 and State School Aid Act Section 164h. The system must include job performance and accomplishments as a significant factor in determining compensation and additional compensation and be based, at least in part, on student growth data as measured by assessments and other objective criteria for effective and highly effective professionals.

The Superintendent may recommend merit pay to the Board for non-instructional Administrators, Supervisors, and Directors.

Collective bargaining agreements and individual employment contracts covering administrative personnel regularly involved in instructional matters must include a method of compensation that complies with this Policy.

Legal authority: MCL ~~380.1249~~, 380.1249b, 380.1250; MCL 388.1764h

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5202 Unlawful Discrimination, Harassment, and Retaliation Against Students

The District prohibits unlawful discrimination. For purposes of this Policy, “unlawful discrimination” includes unlawful harassment and retaliation, unless specifically stated otherwise. The District will investigate all allegations of unlawful discrimination and will take appropriate action, including discipline, against any person who, following an investigation, is determined to have engaged in unlawful discrimination.

This Policy applies to student-to-student conduct and staff-to-student conduct. See Policy 4102 for District personnel harassment.

Complaints alleging Title IX sexual harassment (staff-to-staff, staff-to-student, student-to-student, or student-to-staff) are governed by Policy 3118.

This Policy applies to all conduct occurring on school property, including in a classroom, elsewhere on school premises, on a school bus or other school related vehicle, at a school-sponsored activity or event whether or not it is held on school premises, or conduct with a direct nexus to school.

The District will comply with all applicable state and federal laws related to unlawful discrimination.

A. Student Handbooks

The Superintendent or designee will include in student handbooks a statement explaining the District’s policy against unlawful discrimination, including unlawful harassment and retaliation. This statement must include an explanation of types of unlawful discrimination, examples of harassment, reporting requirements, and consequences as described in this Policy.

B. Types of Unlawful Harassment

“Unlawful harassment” is verbal, written, or physical conduct that denigrates or shows hostility or aversion toward a student because of the student’s race, color, religion, sex (including pregnancy, gender identity, or sexual orientation), national origin, disability, or any other legally protected class that has the purpose or effect of:

1. creating an intimidating, hostile, or offensive environment; or
2. unreasonably interfering with the student’s ability to benefit from the District’s educational programs or activities.

Race, color, and national origin harassment is prohibited by Title VI of the Civil Rights Act of 1964 and the Michigan Elliott-Larsen Civil Rights Act. Race, color, and national origin harassment is unwelcome conduct based on a student’s actual

or perceived race, color, or national origin. Race, color, and national origin harassment can take many forms, including slurs, taunts, stereotypes, or name-calling, as well as racially motivated physical threats, attacks, or other hateful conduct. Under this Policy, harassment based on ethnicity, ancestry, or perceived ancestral, ethnic, or religious characteristics, will be considered race, color, and national origin harassment.

Disability harassment is prohibited by the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Michigan Persons with Disabilities Civil Rights Act. Disability harassment is unwelcome conduct based on a student's actual or perceived disability. Disability harassment can take many forms, including slurs, taunts, stereotypes, or name-calling, as well as disability motivated physical threats, attacks, or other hateful conduct.

Sex-based harassment is prohibited by Title IX of the Education Amendments of 1972 and the Michigan Elliott-Larsen Civil Rights Act. For the definition of sexual harassment under Title IX, see Policy 3118. Sex-based harassment prohibited by this Policy includes harassment based on gender identity or sexual orientation. This Policy also prohibits harassment of a sexual nature that does not rise to the level of Title IX sexual harassment, as defined in Policy 3118.

C. Reporting Requirements

District personnel must immediately report incidents of alleged unlawful discrimination, including incidents that District personnel witness or about which they receive reports or information, regardless of whether the incidents are verbal, visual, or physical, and whether the incidents also constitute harassment, bullying, or hazing.

District personnel who witness an act of unlawful discrimination must intervene immediately, unless circumstances would make intervention dangerous. A person who is unable to intervene should promptly attempt to find another person who is able to intervene, contact a building administrator, or contact law enforcement, as the situation requires.

Any student who witnesses an act of unlawful discrimination is encouraged to report it to District personnel. No student will be retaliated against based on any report of suspected unlawful discrimination. A student may also anonymously report an incident of unlawful discrimination. The District will investigate anonymous reports pursuant to its investigation procedures described below. Minor students do not need parent/guardian permission to file complaints or participate in the formal complaint resolution process described below.

D. How to Report Unlawful Discrimination [Note: One person may serve in more than one coordinator role]

If you or someone you know has been the victim of unlawful sex-based discrimination, you may file a report with any District employee or with the Title IX Coordinator:

[TITLE IX COORDINATOR NAME OR POSITION/TITLE]
[TITLE IX COORDINATOR ADDRESS]
[TITLE IX COORDINATOR PHONE NUMBER]
[TITLE IX COORDINATOR EMAIL]

Formal Complaints of Title IX Sexual Harassment must be filed with the Title IX Coordinator. For information on the District's Title IX Sexual Harassment Grievance Process, see Policy 3118.

If you or someone you know has been the victim of disability-based discrimination, you may file a complaint with:

[SECTION 504 COORDINATOR NAME OR POSITION/TITLE]
[SECTION 504 COORDINATOR ADDRESS]
[SECTION 504 COORDINATOR PHONE NUMBER]
[SECTION 504 COORDINATOR EMAIL]

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

[CIVIL RIGHTS COORDINATOR NAME OR POSITION/TITLE]
[CIVIL RIGHTS COORDINATOR ADDRESS]
[CIVIL RIGHTS COORDINATOR PHONE NUMBER]
[CIVIL RIGHTS COORDINATOR EMAIL]

A report of unlawful discrimination may be made verbally or in writing.

The coordinators identified above will document all unlawful discrimination reports, as well as any incidents they personally observe. The District will retain this documentation in accordance with applicable record retention requirements.

E. Complaint Process

Any person who has been the victim of unlawful discrimination or any person who has witnessed an incident of unlawful discrimination may make a complaint at any time. District personnel who receive a complaint of unlawful discrimination must immediately document the reported incident and notify the appropriate coordinator identified above by the end of the next school day.

F. Investigation Timelines

The District will initiate an investigation within [Choose number 2 through 5] school days after receiving a complaint of unlawful discrimination. In most cases, an investigation will be completed within [Choose number 10 through 20] school days.

The District will attempt to comply with all law enforcement requests for cooperation. In some circumstances, compliance with law enforcement requests may require the District to briefly suspend its investigation. The District will promptly resume its investigation as soon as it is notified by the law enforcement

agency that the law enforcement agency has completed its evidence gathering process. This delay should not exceed 10 school days. If the District's investigation is suspended, interim steps will be taken to provide for the safety of the alleged victim or victims and the school community and to avoid potential retaliation. Those steps may include suspending the alleged perpetrator from work or school until the investigation is complete. If the law enforcement agency does not notify the District within 10 school days that the investigation may resume, the District will notify the law enforcement agency that the District intends to promptly resume its investigation.

Within 5 school days after completing the investigation, the District will separately notify, in writing, the alleged victim and the alleged perpetrator of the investigation's outcome. Any disciplinary action against the alleged perpetrator will be implemented in accordance with the due process standards contained within Policy 5206.

An alleged victim of unlawful discrimination may present new evidence at any time.

An alleged perpetrator's status as a student with a disability will not affect the District's obligation to protect the alleged victim during and after an investigation.

G. Investigation Procedures

The District will use the following procedures when initiating and conducting investigations of unlawful discrimination:

1. Any written or verbal report of unlawful discrimination or harassment, including anonymous written or verbal reports, will be promptly addressed and investigated.
2. The District will assure the alleged victim that:
 - a. the complaint will be fully investigated;
 - b. the alleged victim's identity will be kept confidential during the investigation, to the extent possible;
 - c. the alleged victim will not be retaliated against by the District; and
 - d. the District will enforce its non-retaliation policy.
3. The District will take preventative measures to ensure that others, including the alleged perpetrator, do not retaliate against the alleged victim during or after the investigation.
4. The District will notify the alleged victim that the victim will not be required to confront the alleged perpetrator during the investigation, that steps will be taken to immediately ensure that the alleged conduct does not continue, and that retaliation is prohibited.

5. The District will interview any witnesses identified by the alleged victim and the alleged perpetrator. All witnesses will be assured that their identities will be kept confidential during the investigation, to the extent both possible and practical, and that retaliation is prohibited.
6. The District will implement individualized interim measures during the investigation to ensure that any unlawful conduct does not continue. Interim measures may include, but are not limited to, temporary schedule changes, no-contact directives, short-term suspensions, changes to class schedules or lockers, and student escorts.
7. The District will take action to end unlawful discrimination, including monitoring that the conduct does not reoccur and modifying responses if the unlawful discrimination does reoccur.
8. If the alleged victim is a minor student, the District will notify the student's parent/guardian of the complaint. The parent/guardian will be informed of the investigation's status, as appropriate.
9. Unless otherwise required by law, if an alleged victim has been discriminated against or harassed based on sexual orientation, gender identity, or non-compliance with gender stereotypes, the District will first consult with the student to determine an appropriate method of notifying the student's parent/guardian of the complaint.
10. All documentation, including witness statements, must be kept with the complaint and reports.
11. The District will use the preponderance of the evidence standard as the appropriate standard to substantiate allegations of unlawful discrimination.
12. If the District determines that a school official's impartiality has been compromised during the investigation process, that school official will be removed from the investigation and have no further involvement.
13. If an alleged victim requests complete confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the alleged victim's request. If an alleged victim insists that the victim's name or other identifying information not be disclosed to the alleged perpetrator, the appropriate coordinator or designee will notify the alleged victim that the District's ability to investigate and respond to the complaint may be limited.

H. Remedies

The District will take appropriate and effective measures to promptly remedy effects of unlawful discrimination. Appropriate remedies will be based on the circumstances and may include, but are not limited to:

1. providing an escort to ensure that the victim can safely attend classes and school activities;
2. providing the victim with school-based counseling services;
3. providing the victim with academic support services, such as tutoring;
4. rearranging course schedules, to the extent practicable, to minimize contact between the victim and perpetrator;
5. moving the victim's or the perpetrator's locker;
6. issuing a "no contact" directive to the perpetrator; or
7. imposing discipline, up to and including suspension or expulsion, consistent with Policy 5206 and the student code of conduct.

Whenever possible, the District will strive to ensure that the victim's academic and other school-related schedules remain intact.

These remedies may also be available to any other student who is or was affected by unlawful discrimination.

The applicable coordinator should also 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 them of their obligations under this Policy and applicable handbooks.

If the alleged victim is a student with a disability, the Superintendent or designee 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 alleged victim continues to receive a free appropriate public education.

I. Investigation Report

After the investigation concludes, the appropriate coordinator or designee will create an investigation report. The report must include the following information:

1. the alleged victim's name, a description, or identifying information;
2. the alleged victim's relevant protected class(es);
3. the name, a description, or identifying information about the person making the report, if not the alleged victim;

4. the protected class(es) of the person making the report, if not the alleged victim;
5. the nature of the allegation, a description of the alleged incident(s), and the date and time (if known) of the alleged incident(s);
6. the name(s) and protected classes of all persons alleged to have committed the unlawful discrimination, if known, or a description/identifying information available if the name is not known;
7. the name(s) or description/identifying information and protected classes of all known witnesses to the alleged incident;
8. any written statement of the person making the report, the alleged victim (if different than the reporter), the alleged perpetrator(s), and any known witnesses;
9. the applicable standard of evidence, conclusion, and recommendations; and
10. the response by District personnel, including the date any incident was reported to law enforcement.

J. Filing a False Report

Any person who knowingly or maliciously files a false report of unlawful discrimination will be subject to discipline, up to and including expulsion.

K. Retaliation

Retaliation against a person who reports unlawful discrimination is prohibited. Any person who retaliates against a person who reports suspected unlawful discrimination will be disciplined in accordance with Policy 5206. This prohibition against retaliation also applies to retaliation against people who participate in or cooperate with an investigation related to a complaint.

L. Office for Civil Rights

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

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

This complaint may be filed before, during, or after filing a complaint with the District. A person may forego filing a complaint with the District and instead file a complaint directly with OCR. The District recommends that a person who has been subjected to unlawful discrimination also file a complaint with the District to ensure

that the District is able to take steps to prevent any further harassment and to discipline the alleged perpetrator, if necessary. OCR does not serve as an appellate body for District decisions. An investigation by OCR will occur separately from any District investigation.

M. Appeal Process

An alleged victim or alleged perpetrator may appeal the written investigation findings and conclusions to the [Choose one: Superintendent / Board President] within 5 business days of receipt. Upon receipt of an appeal, the [Choose one: Superintendent / Board President] or designee will review the investigation report, may contact additional witnesses, may consider all additional evidence, and may re-interview any witnesses. The [Choose one: Superintendent / Board President] will then notify the parties in writing of the decision. The [Choose one: Superintendent / Board President] or designee is not required to give deference to the investigation report and may consider any new, previously unavailable evidence in evaluating the appeal.

[Note: An appeal may be to the Superintendent instead of the Board President only if the Superintendent is not the applicable coordinator.]

N. Training

The District will provide to District personnel training on responding to and investigating unlawful discrimination. This training is mandatory for all District personnel responsible for implementing and enforcing anti-discrimination and anti-harassment laws and related policies and procedures. The Superintendent or designee will ensure that District personnel are notified of mandatory training sessions.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.8, 106.9; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5206B Student Discipline - Students with Disabilities

The District will follow all applicable state and federal laws related to disciplining students with disabilities. Students with disabilities are entitled to all due process protections afforded to other students pursuant to Policy 5206A. For students with disabilities, the additional procedures and protections in this Policy also apply.

A. Change of Placement

On the date on which the District decides to: (1) expel a student with a disability; (2) suspend a student with a disability for more than 10 consecutive school days; (3) suspend a student with a disability for more than 10 cumulative school days in the same school year if a pattern of removals exists; or (4) place a student with a disability in an interim alternative educational setting (explained below), the District will notify the student's parent/guardian of that decision, will provide the parent/guardian a copy of applicable procedural safeguards, and will conduct a manifestation determination review (MDR) within 10 school days.

B. Manifestation Determination Review

The MDR team, which includes the parent/guardian and relevant members of the student's IEP or Section 504 Team, will determine whether the student's conduct was a manifestation of the student's disability.

1. Conduct Was a Manifestation

If the conduct was a manifestation of the student's disability, the District must immediately return the student to the placement from which the student was removed unless the parent/guardian and the District agree to change the placement or the student is placed in an interim alternative educational setting for up to 45 school days (see section C).

For a student with an IEP, if the conduct was a manifestation of the student's disability, the District must either: (1) conduct a functional behavioral assessment (unless one was previously conducted) and implement a behavior intervention plan for the student; or (2) if a behavior intervention plan was already developed, review and modify the behavior intervention plan to address the conduct at issue.

2. Conduct Was Not a Manifestation

If the conduct was not a manifestation of the student's disability, the District may proceed with the suspension or expulsion by adhering to the due process requirements in Policy 5206A.

If the student has an IEP, the District must, as appropriate, conduct a functional behavioral assessment and develop a behavior intervention plan or other behavioral modifications for the student to prevent the behavior from recurring.

C. Interim Alternative Educational Setting (“IAES”)

The District may remove a student with a disability who engages in any of the following conduct to an IAES for not more than 45 school days, even if the conduct is a manifestation of the student’s disability:

1. carrying a weapon to or possessing a weapon at school, on school premises, or to or at a school function;
2. knowingly possessing or using illegal drugs, or selling or soliciting the sale of a controlled substance, while at school, on school premises, or at a school function; or
3. inflicting serious bodily injury upon another person while at school, on school premises, or at a school function.

For purposes of this section only, a “weapon” means a device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury. A “weapon” does not include a pocket knife with a blade of less than 2½ inches in length.

No student with a disability may be removed to an IAES without first receiving the due process rights afforded under Policy 5206A.

If the student has an IEP, the District must, as appropriate, conduct a functional behavioral assessment and develop a behavior intervention plan or other behavioral modifications for the student to prevent the behavior from continuing.

D. Dangerous Students

The District may remove a dangerous student from school as permitted by law. District administrators must follow all state and federal laws governing the removal of dangerous students with disabilities.

E. Services During Disciplinary Removal or IAES

A student who is eligible for services under the Individuals with Disabilities Education Act (IDEA) who is expelled or suspended for more than 10 school days during a school year or placed in a 45-school day IAES is entitled to receive programs and services, although in a setting other than the regular school setting, that are sufficient to enable the student to participate in the general education curriculum and to progress toward meeting the goals contained in the student’s IEP.

F. Students Not Yet IDEA Eligible

A student who is not currently identified as a student with a disability under the IDEA is entitled to the rights and procedures provided to students with disabilities if the District had knowledge that the student was a student with a disability before the misconduct occurred. The District is deemed to have knowledge that a student was a student with a disability only if: (1) the student's parent/guardian expressed concern in writing to a school administrator that the student needed special education or related services; (2) the student's parent/guardian requested a special education evaluation; or (3) the student's teacher or other District personnel expressed specific concerns about a pattern of behavior demonstrated by the student to the District's special education director or to other supervisory personnel. The District will not be deemed to have knowledge that the student was a student with a disability if: (1) the student's parent/guardian refused to allow the District to evaluate the student; (2) the student's parent/guardian refused special education for the student; or (3) the student was previously evaluated and determined to not be a student with a disability.

This Policy does not provide a comprehensive description of the disciplinary rights and procedures due to students with disabilities. District administrators must ensure that the rights of students with disabilities are protected and all procedures applicable to students with disabilities are followed as required by the IDEA, Section 504 of the Rehabilitation Act, state law, and Board Policy.

Legal authority: 20 USC 1401 et seq., 7151; 29 USC 705, 794-794b; MCL 380.1308-1310, 380.1310a, 380.1310c, 380.1310d, 380.1311, 380.1311a, 380.1312, 380.1313

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent/Guardian Involvement

5407 Instructional Program and Curriculum Development

The District will provide students with at least the minimum number of instructional hours and days each school year required by the state for full state aid funding. The District may deviate from this requirement only as permitted by state law.

The Board, advised by the Superintendent, will adopt a curriculum and procure textbooks and materials to support the curriculum.

The Superintendent or designee is responsible for providing and directing District-wide planning for curriculum, instruction, assessment, and staff development in accordance with Policy 2203. Committees consisting of educational professionals, including administrators, and community members, may be established to design instructional strategies and assessments to implement the curriculum.

A. Parent/Guardian Rights

As described in Policy 5401, the District will provide a parent/guardian the opportunity to review District-approved curriculum, textbooks, and instructional materials upon request to the building principal. See Policy 5401 for appropriate procedures.

B. [Optional] Complaints about Instructional Materials

If a parent/guardian objects to their student's instructional materials, the following procedures will apply:

1. **First Level – Objection to Teacher.** The parent/guardian must submit an objection and explanation in writing to the relevant classroom teacher. The teacher will review the parent's/guardian's objection and either discontinue using the material or advise the parent/guardian of the educational and pedagogical reasons for the material.
2. **Second Level - Appeal to Building Principal.** If the parent/guardian disagrees with the teacher's response, the parent/guardian may submit a written appeal to the building principal stating the reasons why the parent/guardian objects to the materials. The building principal will confer with the relevant classroom teacher within 5 school days. The building principal will review the written objection and the materials in question to determine whether:
 - a. the stated objection outweighs the educational and pedagogical reasons;
 - b. the materials require the student to engage in conduct or practice that violates the student's sincerely held religious belief;

- c. the materials lack serious educational, literary, artistic, political, or scientific value for the age range of the students in question; or
- d. the materials are inappropriate or harmful for the age range of the students in question.

The building principal will provide all parties with a written response granting or denying the appeal within 10 school days after conferring with the teacher.

3. [Optional. If selected, choose Option 1 Superintendent Review or Option 2 Committee Review]

Option 1: Third Level - Superintendent Review. If the parent/guardian disagrees with the building principal's response, the parent/guardian may submit a written appeal to the Superintendent within 5 school days after receiving the building principal's response. The Superintendent will review the parent's/guardian's written objection, the building principal's written response, the parent's/guardian's written appeal, the materials being challenged, and any other information the Superintendent deems relevant. The Superintendent will issue a written decision within 30 calendar days of receiving the appeal based on the factors described in Section 2 above. The Superintendent's decision is final.

Option 2: Third Level – Committee Review. If the parent/guardian disagrees with the building principal's response, the parent/guardian may submit a written appeal to the Superintendent within 5 school days after receiving the building principal's response. The Superintendent will create a committee to review the appeal. The committee will review the parent's/guardian's written objection, the building principal's written response, the parent's/guardian's written appeal, the materials being challenged, and any other information the committee deems relevant. The committee will issue a written decision within 30 calendar days of receiving the appeal based on the factors described in Section 2 above. The committee's decision is final.

C. [Optional, but recommended] Complaints about Library Materials

If a parent/guardian objects to materials in the school library, the parent/guardian must submit an objection and explanation in writing to the Superintendent identifying:

1. the basis for the objection;
2. any recent known use of the library materials in the school; and
3. any other relevant information.

The Superintendent will review the written objection and the materials in question in their totality to determine whether:

1. the materials lack serious educational, literary, artistic, political, or scientific value for the age range of the students in question; or
2. the materials are inappropriate or harmful for the age range of the students in question.

The Superintendent may, in his or her sole discretion, designate review to another administrator or employee. The Superintendent or designee will endeavor to provide a written response to the parent/guardian within 30 calendar days after receiving the objection. The Superintendent or designee's decision is final.

The District will not restrict access to the challenged material during the review process.

Legal Authority: MCL 380.1137, 388.1706

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent/Guardian Involvement

5411 Student Promotion, Retention, and Placement

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

A. Student Promotion and Retention

The building principal will attempt to consult with a student's parent/guardian before deciding to retain a student, advance a student to the next grade mid-year, or allow a student to skip a grade level. If the parent/guardian disagrees with the building principal's decision about promotion or retention, the Superintendent or designee will make the final decision.

B. Student Placement

The Superintendent or designee will determine a student's classroom and building placement based on District needs, available space, and educational expertise, consistent with state and federal law. The District's placement decision is final. Nothing in this section may be construed to limit or modify rights under state or federal laws applicable to students with disabilities, including the right to have placement decisions made by an IEP or Section 504 Team.

C. Intradistrict Choice

A student who is the victim of a violent criminal offense at school may transfer to another public school in the District, if available. A student who attends a Title I school in the District that has not made adequate yearly progress as defined by state and federal law for 2 or more consecutive years or who is attending a persistently dangerous school may transfer to another public school in the District, if available. The Superintendent or designee will notify parents/guardians if their student is eligible to transfer under this Policy.

This Policy incorporates the definitions for "violent criminal offense" and "persistently dangerous school" contained in the Michigan State Board of Education's Statewide Safe School Choice Policy.

D. Nontraditional Programs

The District may operate nontraditional programs to meet the needs of all students. Nontraditional programs may include alternative education or virtual settings. The building principal or designee will attempt to consult with a student's parent/guardian before finalizing a decision to move a student to a nontraditional program. If the parent/guardian disagrees with the building principal's or designee's decision, the Superintendent or designee will make the final decision.

Nothing in this section may be construed to limit or modify rights under state or federal laws applicable to students with disabilities, including the right to have placement decisions made by an IEP or Section 504 Team.

E. Reserved

~~E. Read by Grade Three Law Retention~~

~~Students must demonstrate a third grade reading level before being promoted to fourth grade. Pursuant to Michigan law, a third grade student may not enroll in fourth grade unless the student: (1) scores less than 1 grade level behind on the third grade state English Language Arts (ELA) assessment; (2) demonstrates a third grade reading level through performance on an alternative standardized reading assessment approved by the State Superintendent; or (3) demonstrates a third grade reading level through a "pupil portfolio," containing multiple work samples, that evidences competency in all third grade state ELA standards.~~

~~If a third grade student scores 1 grade level or more below current grade level on the state ELA assessment, the Center for Educational Performance and Information (CEPI) will notify the student's parent/guardian and the District that the student may be retained. The student's parent/guardian may request a good cause exemption to the retention requirement. The exemption must be requested within 30 calendar days after the date of the CEPI notification and must be directed to the Superintendent. The Superintendent or designee will determine whether good cause exists to grant the exemption request in accordance with state law.~~

~~Upon parent/guardian request, a District official will meet with the parent/guardian to discuss the retention requirement and the standards and processes for a good cause exemption.~~

~~The District will adhere to all procedures and requirements for retention and for granting any exemptions under state law.~~

Legal authority: 20 USC 7912; MCL 380.1278a, 380.1278b, 380.1280f

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent/Guardian Involvement

5419 *Reading Assessments, Instruction, Intervention, and Retention*

The District will provide instruction and interventions to promote literacy, with a specific emphasis on students in grades K-3, and will follow the procedures and requirements enumerated in state law, ~~including, but not limited to, administering reading assessments to students in grades K-3, providing reading improvement plans and reading intervention programs to students in grades K-3 who have been identified as having a reading concern or deficiency, and notifying parents/guardians of their students' reading deficiencies and reading progress.~~

~~The District will follow Policy 5411 and state law related to the retention and promotion of students who have reading deficiencies.~~

Legal authority: MCL 380.1280f

Date Adopted:

Date Revised:

Series 5000: Students, Curriculum, and Academic Matters

5500 School Sponsored and Extracurricular Activities

5510 Student-Initiated, Non-Curricular Clubs

Students may voluntarily form clubs that are not directly related to the curriculum to promote activities unrelated to the regular classroom environment. Membership in a student-initiated, non-curricular club must be open to all interested and eligible District students, and the club may not refuse membership to a student based on any protected classification under state or federal law.

Students seeking to create a student-initiated, non-curricular club must first obtain approval from the building principal. If the building principal denies approval, the students seeking to create the club may submit a written appeal to the Superintendent or designee within 5 school days after the denial. The Superintendent or designee must make a decision on the appeal within 15 school days after receiving the appeal. If the Superintendent denies the club approval, the students may submit a written appeal to the Board within 5 school days after the denial. The Board will be deemed to have received the appeal at its next regularly scheduled meeting and will consider and make its final decision on the appeal at its next regularly scheduled meeting following the meeting when it receives the appeal (i.e., the Board's final decision will be made by the second regularly scheduled meeting after the appeal is filed). The Board's decision is final.

Student-initiated, non-curricular clubs may not conduct activities on school property without prior permission from the building principal. Student initiated, non-curricular clubs are permitted to meet on school property only before or after the school day, or during lunch periods; they are not permitted to meet during instructional time. Meetings may not materially and substantially interfere with the orderly conduct of the school's educational activities or violate any Policy or state or federal law.

The District may assign a staff member to be present in a supervisory, but not participatory, capacity at meetings or activities of student-initiated, non-curricular clubs. Persons not affiliated with the District may not direct, conduct, control, or regularly attend meetings or activities of student-initiated, non-curricular clubs.

No public funds may be expended on behalf of the student-initiated, non-curricular clubs covered by this Policy except for the incidental cost of meeting space.

The District will comply with all applicable laws related to student-initiated, non-curricular clubs, including but not limited to the provisions of the Equal Access Act [and the Boy Scouts of America Equal Access Act](#), and will not discriminate against or deny access to clubs or other groups protected by the [Applicable laws](#).

Legal authority: 20 USC 4071; [20 USC 7905](#); MCL 380.1299

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4228 No Expectation of Privacy

Employees have no expectation of privacy in connection with their use of District property and equipment. The District reserves the right to search District property, equipment, and technology issued or provided for the employee's use during the employee's District employment, including but not limited to the employee's office, desk, files, computer, or locker. Inspections may be conducted at any time at the District's discretion. A search of an employee's personal effects will comply with federal and state constitutional protections, laws, and regulations.

Date adopted:

Date revised:





From:

Protective Films Michigan
ultimatedetailsllc@gmail.com
734-216-9208
28525 Beck Rd. Unit 119, Wixom MI 48393

Estimate

#0000486

DRAFT

Bill To:

Pine River

Amount:

\$15,571.14

Expiration Date:

3/29/2024

Item	Rate (excl. tax)	Quantity	Tax	Total
24x41.5 Entrance door	\$112.00	3		\$336.00
16.5x24 entrance door	\$45.33	3		\$135.99
62.5x98 entrance	\$643.13	1		\$643.13
16.5x98	\$174.22	1		\$174.22
31x47.5	\$165.33	1		\$165.33
16.5x31	\$58.56	1		\$58.56
24x41.5	\$98.00	1		\$98.00
16.5x24	\$45.33	1		\$45.33

Item	Rate (excl. tax)	Quantity	Tax	Total
24x41.5	\$112.00	1		\$112.00
16.5x24	\$45.33	1		\$45.33
31x47.5	\$165.33	1		\$165.33
16.5x31	\$58.56	1		\$58.56
24x41.5	\$112.00	2		\$224.00
16.5x24	\$45.33	2		\$90.66
6x47.5	\$32.00	1		\$32.00
6x16.5	\$11.33	1		\$11.33
24x41.5	\$109.33	1		\$109.33
16.5x24	\$45.33	1		\$45.33
47.5x63	\$336.00	1		\$336.00
16.5x63	\$119.00	1		\$119.00
24x41.5	\$112.00	1		\$112.00
16.5x24	\$45.33	1		\$45.33
47.5x64.5	\$346.67	1		\$346.67
16.5x64.5	\$122.78	1		\$122.78
24x41.5	\$112.00	1		\$112.00
16.5x24	\$45.33	1		\$45.33

Item	Rate (excl. tax)	Quantity	Tax	Total
47.5x65	\$346.67	1		\$346.67
16.5x65	\$122.78	1		\$122.78
24x41.5	\$112.00	1		\$112.00
16.5x24	\$45.33	1		\$45.33
47.5x64.5	\$346.67	1		\$346.67
16.5x64.5	\$122.78	1		\$122.78
24x41.5	\$112.00	1		\$112.00
16.5x24	\$45.33	1		\$45.33
47x65	\$339.44	1		\$339.44
16.5x65	\$122.78	1		\$122.78
24x41.5	\$112.00	1		\$112.00
16.5x24	\$45.33	1		\$45.33
47.5x62.5	\$336.00	1		\$336.00
16.5x62.5	\$119.00	1		\$119.00
24x41.5	\$112.00	1		\$112.00
16.5x24	\$45.33	1		\$45.33
6x47.5	\$30.00	1		\$30.00
6x16.5	\$11.33	1		\$11.33

Item	Rate (excl. tax)	Quantity	Tax	Total
24x41.5	\$112.00	1		\$112.00
16.5x24	\$45.33	1		\$45.33
30.5x47.5	\$165.33	1		\$165.33
16.5x30.5	\$58.56	1		\$58.56
24x41.5	\$90.00	21		\$1,890.00
16.5x24	\$45.33	21		\$951.93
30.5x47.5	\$165.33	1		\$165.33
16.5x30.5	\$58.56	1		\$58.56
47x64.5	\$339.44	1		\$339.44
16.5x64.5	\$122.78	1		\$122.78
47x64.5	\$339.44	1		\$339.44
16.5x64.5	\$122.78	1		\$122.78
31x47.5	\$165.33	1		\$165.33
16.5x31	\$58.56	1		\$58.56
31x47.5	\$165.33	1		\$165.33
16.5x31	\$58.56	1		\$58.56
6x47.5	\$32.00	1		\$32.00
6x16.5	\$11.33	1		\$11.33

Item	Rate (excl. tax)	Quantity	Tax	Total
47.5x62.5	\$336.00	1		\$336.00
16.5x62.5	\$119.00	1		\$119.00
47.5x65.5	\$352.00	1		\$352.00
16.5x65.5	\$124.67	1		\$124.67
47.5x65	\$339.44	1		\$339.44
16.5x65	\$122.78	1		\$122.78
47.5x64.5	\$346.67	1		\$346.67
16.5x64.5	\$122.78	1		\$122.78
47.5x64.5	\$346.67	1		\$346.67
16.5x64.5	\$122.78	1		\$122.78
47.5x63	\$276.00	1		\$276.00
16.5x63	\$119.00	1		\$119.00
6x47.5	\$32.00	1		\$32.00
6x16.5	\$11.33	1		\$11.33
31x47.5	\$165.33	1		\$165.33
16.5x31	\$58.56	1		\$58.56
31x47.5	\$165.33	1		\$165.33
16.5x31	\$58.56	1		\$58.56

Item	Rate (excl. tax)	Quantity	Tax	Total
47.5x62	\$230.67	1		\$230.67
16.5x62	\$117.11	1		\$117.11
28.5x47.5	\$154.67	1		\$154.67
16.5x28.5	\$54.78	1		\$54.78
6x47.5	\$32.00	2		\$64.00
6x16.5	\$11.33	2		\$22.66
47.5x101	\$338.67	1		\$338.67
16.5x101	\$190.78	1		\$190.78
Subtotal				\$15,571.14
Total				\$15,571.14

Terms & Conditions:

- 1). Protective Films Michigan (ultimate details) Shall not be liable for any damages; Consequences due after installation of any products purchased or requested by the customer.
- 2). Protective Films Michigan (ultimate details) Does not warranty glass breakage of automotive, commercial, residential and boating glass after installation of window film. Once film is applied it will result in increased temperatures due to UV & infrared rejection if there is any defect in the glass breaking may occur, we are not liable.
- 3). Any lost or stolen loose items from the vehicle prior and after or while in possession of the vehicle, Protective Films Michigan (ultimate details) will not be liable for.
- 4). By signing below you are aware of the Michigan window tinting laws.
- 5). There is a shop fee of \$6.00 for necessities and materials for the customer. Including liability and labor cost
- 6). Customer agrees to a express mechanic lien on the vehicle until all services and products are paid for in full.
- 7). If Protective Films Michigan (ultimate details) is forced to take action on any balances owed. The customer agrees to pay the entire purchase price including attorney fees, court costs, and any other costs included in collecting a balance
- 8). ALL SALES ARE FINAL. May receive in-store credit at store owners discretion.

Accepted on: _____

Accepted by: _____

Signature: _____

Proposal for the purchase of Impact Resistant Film for Pine River Elementary School

As part of a comprehensive analysis of the security of our school buildings required by the Michigan State Police Office of School Safety and Security, I enlisted the help of the St. Clair County Office of Homeland Security and Emergency Management to conduct risk and vulnerability assessments at each of the buildings within the East China School District.

With respect to Pine River Elementary, it is recommended to retrofit glass doors with impact-resistant glass or impact-resistant film which would reduce the opportunity for a person to defeat doors and windows even when they are locked.

These measures will allow us to take the first step towards hardening our elementary schools. The addition of this product to the exterior windows and doors provides the opportunity to thwart and/or slow down anyone who may try to enter the building by force. This will allow staff and students time to put into practice the training strategies we have implemented in order to help protect them from harm.

I have received quotes from four companies. After thorough review and comparison, I am requesting that Protective Films of Michigan be given the job to install impact-resistant film to the exterior windows and doors at Pine River Elementary for the amount of \$15,571.14.

INVOICE TO:

**EAST CHINA SCHOOL DISTRICT,
ST. CLAIR COUNTY**

1585 MEISNER ROAD - EAST CHINA, MICHIGAN 48054-4134

(810) 676-1000

email: accountspayable@ecsd.us

PURCHASE ORDER	
NUMBER	PAGE #
F19018	Page 1
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, ETC.	
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE REQUIRED.	
DO NOT DEVIATE FROM THIS ORDER IN ANY WAY WITHOUT PERMISSION.	

VENDOR: 4890

Name GORNO FORD INC
Address 22025 ALLEN RD
WOODHAVEN, MI 48183

SHIP TO ADDRESS:

EAST CHINA SCHOOL DISTRICT
MAINTENANCE
1585 MEISNER RD
EAST CHINA, MI 48054

RF17026

DATE OF ORDER	DATE REQUIRED	ALL SHIPMENTS MUST BE PREPAID & F.O.B. EAST CHINA.	TERMS: NET 30 DAYS
02/28/2024			

QTY	UNIT	VENDOR CATALOG #	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			MIDEAL #VAN-0124a, 2024 FORD TRANSIT-350 XL, VIN 1FTBW9C84RKA08469	54,630.00	54,630.00
		5-261-17-0000	6510	54,630.00	

BOARD APPROVAL AT MARCH 2024 MEETING.

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT

1. Purchase order must appear on all correspondence, invoices and packages.
2. Each Purchase Order must be invoiced separately.
3. All Invoices mailed: Attn. Business Office

TOTAL

\$54,630.00

Angela J. Gleason

INVOICE TO:

**EAST CHINA SCHOOL DISTRICT,
ST. CLAIR COUNTY**

1585 MEISNER ROAD - EAST CHINA, MICHIGAN 48054-4134

(810) 676-1000

email: accountspayable@ecsd.us

VENDOR: 7981

Name LAFONTAINE FORD OF LANSING INC
Address 5827 S PENNSYLVANIA AVE
LANSING, MI 48911

PURCHASE ORDER	
NUMBER	PAGE #
F19019	Page 1
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, ETC.	
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE REQUIRED.	
DO NOT DEVIATE FROM THIS ORDER IN ANY WAY WITHOUT PERMISSION.	

SHIP TO ADDRESS:

EAST CHINA SCHOOL DISTRICT
MAINTENANCE
1585 MEISNER RD
EAST CHINA, MI 48054

RF17027

DATE OF ORDER	DATE REQUIRED	ALL SHIPMENTS MUST BE PREPAID & F.O.B. EAST CHINA.	TERMS: NET 30 DAYS
02/28/2024			

QTY	UNIT	VENDOR CATALOG #	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			2023 FORD TRANSIT 250 MEDIUM ROOF CARGO VAN, AS DESCRIBED IN QUOTE 022324.	54,756.00	54,756.00
		5-261-17-0000	6510	54,756.00	

BOARD APPROVAL AT MARCH 2024 MEETING.

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT

1. Purchase order must appear on all correspondence, invoices and packages.
2. Each Purchase Order must be invoiced separately.
3. All Invoices mailed: Attn. Business Office

TOTAL

\$54,756.00

Angela J. Gleason

**EAST CHINA SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING**

FOR ACTION: Food Service Vans

We are recommending the replacement of the two food service vans currently in use due to their aging conditions, which pose potential operational challenges. The existing vehicles exhibit signs of wear and tear, affecting their reliability and efficiency in delivering food and supplies throughout the district.

The replacement of the vans is also part of the excess funds spend-down plan for the Food Service Fund approved by the MDE.

Bids were solicited for the replacement of the food service vans. Two bids were received. After reviewing the bids, it is being recommended that Gorno Ford INC and LaFontaine Ford Lansing be awarded the contracts.

RECOMMENDATION:

Per administration recommendation, the Board of Education approves the bids by Gorno Ford INC in the amount of \$54,630.00 for a 2024 Ford Transit Cargo Van and LaFontaine Ford Lansing in the amount of \$54,756.00 for a 2023 Ford Transit Cargo Van. The total amount of these two recommendations is \$109,386.00

**EAST CHINA SCHOOL DISTRICT
RESOLUTION AUTHORIZING THE ISSUANCE
AND DELEGATING THE SALE OF BONDS
AND OTHER MATTERS RELATING THERETO**

East China School District, St. Clair County, Michigan (the “Issuer”)

A regular meeting of the board of education of the Issuer (the “Board”) was held in the Innovation Center Conference Room, within the boundaries of the Issuer, on the 18th day of March, 2024, at 6:00 o’clock in the p.m. (the “Meeting”).

The Meeting was called to order by Jeanne Frank, President.

Present:

Absent:

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

WHEREAS:

1. On March 10, 2020, the qualified electors of the Issuer voted in favor of bonding the Issuer for the sum of not to exceed One Hundred Twelve Million Nine Hundred Thousand Dollars (\$112,900,000), the proceeds to be used for the purpose of remodeling, including security improvements to, erecting additions to, furnishing and refurbishing, and equipping and re-equipping existing school buildings; acquiring and installing instructional technology and instructional technology equipment for school buildings; equipping, developing, and improving playgrounds, play fields, athletic fields, and athletic facilities; and developing and improving driveways, parking areas, and sites (the “Project”); and

2. It has been determined by the Board of the Issuer that there be issued at this time bonds of the Issuer in an aggregate principal amount not to exceed Thirty-Two Million Six Hundred Forty Thousand Dollars (\$32,640,000); and

3. The Board has received a proposal from Stifel, Nicolaus & Company, Incorporated, to act as underwriter for the bonds (the “Underwriter”); and

4. Prior to the issuance of bonds, the Issuer must either achieve qualified status or secure prior approval of the bonds from the Michigan Department of Treasury (the “Department of Treasury”) pursuant to Act 34, Public Acts of Michigan, 2001, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The second and final series of bonds of the Issuer, aggregating the principal sum of not to exceed Thirty-Two Million Six Hundred Forty Thousand Dollars (\$32,640,000), be issued for the purpose of funding a portion of the Project. The Bonds shall be designated 2024 School Building and Site Bonds, Series II (the “Bonds”).

2. The Bonds shall be dated the date of delivery, or such other date as established at the time of sale; shall be fully registered bonds as to principal and interest; shall be numbered consecutively in the direct order of maturity from 1 upwards; and shall bear interest at a rate or rates to be hereafter determined not exceeding the maximum rate permitted by law.

3. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined upon sale of the Bonds. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof and shall mature on May 1 in each year, in the final principal amounts determined upon sale, with interest thereon payable on November 1, 2024, or such other date as may be established at the time of sale, and semiannually thereafter on May 1 and November 1 in each year.

4. The Bonds shall otherwise be subject to redemption, as determined by the Superintendent or the Finance Director of the Issuer (each an “Authorized Officer”), at the times, in the amounts, manner and at the prices as determined upon sale of the Bonds.

5. The Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by a bank or trust company to be designated by an Authorized Officer at the time of sale (herein called the “Paying Agent”), which shall act as the paying agent and bond registrar or such successor paying agent-bond registrar as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity.

6. Book Entry. At the request of the Underwriter, the ownership of one fully registered bond for each maturity in the aggregate principal amount of such maturity shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. An Authorized Officer is authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by an Authorized Officer, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

7. In the event the Bonds are no longer in book entry form only, the following provisions would apply to the Bonds:

The Paying Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Issuer; and, upon presentation and surrender for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books, Bonds as herein provided.

Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by a duly authorized agent, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall furnish or cause to be furnished a sufficient number of manual or facsimile executed Bonds and the Paying Agent shall authenticate and deliver a new Bond or Bonds for like aggregate principal amount. The Paying Agent shall require the payment of any tax or other governmental charge required to be paid with respect to the transfer to be made by the bondholder requesting the transfer.

8. If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent, and if satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being sections 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted, in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

9. The President and Secretary are authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer is authorized and directed to cause said Bonds to be delivered to the Underwriter upon receipt of the purchase price and accrued interest, if any.

Blank bonds with the manual or facsimile signatures of the President and Secretary of the Board affixed thereto, shall, at the direction of bond counsel and as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

10. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2024 SCHOOL BOND DEBT RETIREMENT FUND (hereinafter referred to as the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the fund to be used for the purpose

of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

Commencing with the 2024 tax levy, there shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. When funds are borrowed from the School Loan Revolving Fund, such funds may be taken into consideration in arriving at the estimated required tax levy. Taxes required to be levied to meet the principal and interest obligations may be without limitation as to rate or amount, as provided by Article IX, Section 6, and Article IX, Section 16 of the Michigan Constitution of 1963.

11. From the proceeds of the Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2024 BOND ISSUANCE FUND (hereinafter referred to as the “BOND ISSUANCE FUND”) and any balance remaining shall be deposited in a fund designated 2024 CAPITAL PROJECTS FUND (hereinafter referred to as the “CAPITAL PROJECTS FUND”). Moneys in the BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the CAPITAL PROJECTS FUND.

12. The Bonds shall be in substantially the form attached hereto as Exhibit A.

13. Stifel, Nicolaus & Company, Incorporated, Okemos, Michigan, is named as senior managing underwriter and further, that an Authorized Officer or designee is authorized to negotiate and execute a Bond Purchase Agreement with the Underwriter, subject to the requirements of paragraph 16 below. Based upon information provided by the Issuer’s financial consultant and the Underwriter, a negotiated sale allows flexibility in the timing, sale and structure of the Bonds in response to changing market conditions.

14. An Authorized Officer is authorized to approve circulation of a Preliminary Official Statement describing the Bonds.

15. An Authorized Officer, or designee if permitted by law, is authorized to:

- A. File with the Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- B. Make application for municipal bond insurance if, upon advice of the Issuer’s financial consultant, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.

- C. Execute and deliver the Continuing Disclosure Agreement (the “Agreement”) in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

16. An Authorized Officer’s or designee’s authorization to accept and execute a Bond Purchase Agreement with the Underwriter is subject to the following parameters:

- A. the Underwriter discount shall not exceed \$5.00 per \$1,000 (0.5%); and
- B. the average true interest cost rate on the Bonds shall not exceed 6%; and
- C. the maximum bond term shall not exceed 28 years; and
- D. the receipt of express written recommendation of the Issuer’s financial consultant identified herein to accept the terms of the Bond Purchase Agreement.

17. An Authorized Officer is further authorized and directed to (i) execute any and all other necessary documents required to complete the approval and sale of the Bonds to the Underwriter in accordance with the terms of the Bond Purchase Agreement; (ii) appoint a paying agent for the Bonds; (iii) select a bond insurer, accept a commitment therefore and authorize payment of a bond insurance premium to insure any or all of the Bonds if recommended in writing by the Issuer’s financial consultant; (iv) deem the Preliminary Official Statement for the Bonds final for purposes of SEC Rule 15c2-12(b)(1); and (v) execute and deliver the final Official Statement on behalf of the Issuer.

18. An Authorized Officer is authorized to file with the Department of Treasury or other authorized state agency the Final Qualification Application for the Bonds approved by this Board and in substantially the form attached hereto as Exhibit C with such changes as an Authorized Officer shall deem necessary to conform with the final sale of the Bonds pursuant to the parameters set forth herein.

19. The President or Vice President, the Secretary, the Treasurer, the Superintendent, the Finance Director, and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Bond Purchase Agreement.

20. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

21. Thrun Law Firm, P.C. is appointed as bond counsel for the Issuer with reference to the issuance of the Bonds authorized by this resolution. Although Thrun Law Firm, P.C. has informed the Issuer that it represents no other party in connection with the issuance of the Bonds, Thrun Law Firm, P.C. represents the Underwriter on other, unrelated matters. The Board acknowledges the services that Thrun Law Firm, P.C. provides to the Underwriter, consents to the representation of the Underwriter on other, unrelated public finance matters, and waives any conflict of interest that could be asserted with respect to such representation.

22. The financial consulting firm of PFM Financial Advisors LLC, is appointed as financial consultant to the Issuer with reference to the issuance of the Bonds herein authorized.

23. The Board covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the Bonds from gross income.

24. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of East China School District, St. Clair County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

CJI/keh

EXHIBIT A

**[No.]
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF ST. CLAIR
EAST CHINA SCHOOL DISTRICT
2024 SCHOOL BUILDING AND SITE BOND, SERIES II
(GENERAL OBLIGATION - UNLIMITED TAX)**

Rate Maturity Date Date of Original Issue CUSIP No.

REGISTERED OWNER:
PRINCIPAL AMOUNT:

EAST CHINA SCHOOL DISTRICT, COUNTY OF ST. CLAIR, STATE OF MICHIGAN (the “Issuer”), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on _____, 20____, and semiannually thereafter on the first day of _____ and _____ of each year (the “Bond” or “Bonds”). Principal on this Bond is payable at the corporate trust office of _____, MICHIGAN (the “Paying Agent”), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

The Bonds, of which this is one, are the second and final series of bonds to be issued from a total amount of not to exceed \$112,900,000 authorized by the electors of the Issuer. The Bonds are of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$_____. The Bonds are issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended; Act 34, Public Acts of Michigan, 2001, as amended; a majority vote of the qualified electors of the Issuer voting thereon at an election duly called and held on March 10, 2020; and resolutions duly adopted by the Board of Education of the Issuer on February 26, 2024 and _____, 2024, for the purpose of authorizing issuance of the Bonds by the Issuer.

The series of Bonds of which this is one is issued for the purpose of remodeling, including security improvements to, erecting additions to, furnishing and refurbishing, and equipping and re-equipping existing school buildings; acquiring and installing instructional technology and instructional technology equipment for school buildings; equipping, developing, and improving playgrounds, play fields, athletic fields, and athletic facilities; and developing and improving driveways, parking areas, and sites .

The Issuer has pledged its full faith, credit and resources for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable from ad valorem taxes, which may be levied without limitation as to rate or amount as provided by Article IX, Section 6 and Article IX, Section 16 of the Michigan Constitution of 1963.

MANDATORY REDEMPTION

The Bonds maturing on _____, 20__, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest thereon to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Redemption Dates</u>	<u>Bonds due</u> _____	<u>Principal Amounts</u>
_____, 20__		\$
_____, 20__		
_____, 20__		
_____, 20__	(maturity)	

OPTIONAL REDEMPTION

Bonds of this issue maturing in the years _____ through _____, inclusive, shall not be subject to redemption prior to maturity. The Bonds or portions of Bonds maturing on or after _____, 20__, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after _____, 20__, at par and accrued interest to the date fixed for redemption.

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

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may

deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.

IN WITNESS WHEREOF, East China School District, County of St. Clair, State of Michigan, by its Board of Education, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its President and countersigned by the manual or facsimile signature of its Secretary as of _____, 2024, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

EAST CHINA SCHOOL DISTRICT
COUNTY OF ST. CLAIR
STATE OF MICHIGAN

Countersigned

By _____
Secretary

By _____
President

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.
(Name of Bank)
(City, State)
PAYING AGENT

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer
the Bond on the books kept for registration of the within Bond, with full power of substitution in
the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment
must correspond with the name as it appears upon the
face of the within Bond in every particular without
alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a
Securities Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning
the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by
joint account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(if held by joint account, insert number
for first named transferee)

EXHIBIT B

**FORM OF
CONTINUING DISCLOSURE AGREEMENT**

**§ _____
EAST CHINA SCHOOL DISTRICT
COUNTY OF ST. CLAIR
STATE OF MICHIGAN
2024 SCHOOL BUILDING AND SITE BONDS, SERIES II
(GENERAL OBLIGATION - UNLIMITED TAX)**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by East China School District, County of St. Clair, State of Michigan (the “Issuer”), in connection with the issuance of its \$ _____ 2024 School Building and Site Bonds, Series II (General Obligation - Unlimited Tax) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the Issuer on February 26, 2024 and _____, 2024 (together, the “Resolution”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

“Bondholder” means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

“Dissemination Agent” means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

“Financial Obligation” shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of (a) or (b) provided; however, that a “Financial Obligation” shall not include any municipal security for which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2024.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Resolution” shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 2024, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any

obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB in substantially the form attached as Appendix A.

(d) If the Issuer's fiscal year changes, the Issuer shall send a notice of such change to the MSRB in substantially the form attached as Appendix B. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with

- respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
 - (8) bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution, or sale of property securing repayment of the securities, if material;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person;
 - (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
 - (15) incurrence of a Financial Obligation of the Issuer or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or other obligated person, any of which affect security holders, if material;
 - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or other obligated person, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided that any event other than those listed under Section 5(a)(2), (6), (7), (8), (10), (13), (14) or (15) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA, together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable, or on any indebtedness for which the State is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Termination of Reporting Obligation.

(a) The Issuer's obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A

notice of the change in the accounting principles should be sent by the Issuer to the MSRB. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

EAST CHINA SCHOOL DISTRICT
COUNTY OF ST. CLAIR
STATE OF MICHIGAN

By:
Its: Superintendent

Dated: _____, 2024

APPENDIX A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: East China School District, St. Clair County, Michigan
Name of Bond Issue: 2024 School Building and Site Bonds, Series II (General Obligation - Unlimited Tax)
Date of Bonds: _____, 2024

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by _____.

EAST CHINA SCHOOL DISTRICT
COUNTY OF ST. CLAIR
STATE OF MICHIGAN

By:
Its: Superintendent

Dated:



APPENDIX B

NOTICE TO THE MSRB OF CHANGE IN ISSUER'S FISCAL YEAR

Name of Issuer: East China School District, St. Clair County, Michigan
Name of Bond Issue: 2024 School Building and Site Bonds, Series II (General Obligation - Unlimited Tax)
Date of Bonds: _____, 2024

NOTICE IS HEREBY GIVEN that the Issuer's fiscal year has changed. Previously, the Issuer's fiscal year ended on _____. It now ends on _____.

EAST CHINA SCHOOL DISTRICT
COUNTY OF ST. CLAIR
STATE OF MICHIGAN

By:
Its: Superintendent

Dated: _____



APPENDIX C

SIGNIFICANT EVENT NOTICE COVER SHEET

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: _____

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: _____

Number of pages of attached significant event notice: _____

Description of Significant Events Notice (Check One):

1. _____ Principal and interest payment delinquencies
2. _____ Non-payment related defaults
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
5. _____ Substitution of credit or liquidity providers, or their failure to perform
6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. _____ Modifications to rights of security holders
8. _____ Bond calls
9. _____ Tender offers
10. _____ Defeasances
11. _____ Release, substitution, or sale of property securing repayment of the securities
12. _____ Rating changes
13. _____ Bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person
14. _____ The consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
15. _____ Appointment of a successor or additional trustee or the change of name of a trustee
16. _____ Incurrence of a financial obligation of the Issuer or other obligated person
17. _____ Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation that affect security holders
18. _____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer or other obligated person that reflect financial difficulties
19. _____ Other significant event notice (specify) _____

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: (_____) _____

The MSRB Gateway is www.msrb.org or through the EMMA portal at emma.msrb.org/submission/Submission_Portal.aspx. Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943.



EXHIBIT C

Michigan Department of Treasury
3451 (Rev. 07-20)

Application No. SBL
74-050-4-K12-16-03

Application for Final Qualification of Bonds for Participation in the Michigan School Bond Qualification and Loan Program

Issued under authority of Public Act 92 of 2005, as amended.

Legal Name of School District East China School District	District Code Number 74050	Telephone Number 810-676-1000	
Address 1585 Meisner Rd	City East China	County St. Clair	ZIP Code 48054
Name of Person Responsible for Preparation of this Application Suzanne Cybulla		Title Superintendent	

CERTIFICATION

I, the undersigned, Secretary of the Board of Education, do certify hereby that the following constitutes a true and complete copy of a resolution adopted by the Board of Education of this School District, at a regular or special meeting held on the **26** day of **February**, **2024**, and that the meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act 267 of the Public Acts of 1976 (Open Meetings Act).

Name of Secretary (Print or Type) Todd Distrelrath	Signature of Secretary	Date
--	------------------------	------

PARTICIPANTS

Secretary, Board of Education Todd Distrelrath	Superintendent of Schools Suzanne Cybulla
Treasurer, Board of Education Karen Cedar	Architectural Firm TMP Associates, Inc.
Bond Counsel Thrun Law Firm, P.C.	Construction Manager Auch Construction
Financial Advisor PFM Financial Advisors LLC	Paying Agent
Senior Underwriter Stifel, Nicolaus & Co., Inc.	

SALE TYPE

<input type="checkbox"/> Competitive Bid	<input checked="" type="checkbox"/> Negotiated Sale
--	---

RESOLUTION

A meeting was called to order by _____, President.

Present: Members _____

Absent: Member _____

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

BACKGROUND

1. Act 92 of the Public Acts of Michigan, 2005, as amended, ("Act 92") enacted pursuant to Article IX, Section 16, of the Michigan Constitution of 1963, provides the procedure, terms and conditions for the final qualification of bonds for participation in the School Bond Qualification and Loan Program.
2. This district has taken all necessary actions to comply with all legal and procedural requirements for final qualification of this bond issue.

ACTION OF THE BOARD

1. The district hereby applies for final qualification of bonds by the State Treasurer for the purpose of:
 - Financing the school construction **and/or**
 - Refinancing existing debt as described in this application.
2. The bonds of the district qualified by the State Treasurer will conform to all the requirements of law pertaining generally to school bonds and specifically to school bonds qualified under Section 16, Article IX of the 1963 Michigan Constitution, Act 92, and Act 112, Public Acts of 1961, as amended.
3. Any moneys obtained through the sale of the qualified bonds of the district as herein proposed will be used only for the purpose of:
 - Financing the projects described in the application including such limited changes allowed by statute, that have been submitted to the State Treasurer for preliminary qualification of bonds numbered SBL 74-050-4-K12-16-03 **and/ or**
 - Refinancing existing qualified debt and for no other purpose unless such change of purpose is permitted by law and has the prior approval of the State Treasurer.
4. The district agrees to annually certify and levy its debt millage tax by filing an Annual Loan Activity Statement in accordance with the requirements of Act 92 and to determine the amounts, if any, to be borrowed from or repaid to the School Loan Revolving Fund ("SLRF"). The district agrees to deposit proceeds of debt millage upon receipt into an account established solely for debt service with the appointed banking institution as defined in Section 9. The district agrees to comply with the provisions of Act 92 governing the periodic recalculation of its millage, the adjustment of its millage levy when necessary, and the repayment of funds to the SLRF, where applicable.
5. The district agrees to enter into a loan agreement and file all necessary applications for qualified loans from the SLRF along with all supporting information for repayment to the SLRF within statutory application dates and in accordance with forms and procedures as prescribed by the State Treasurer. The (insert title of authorized school district official(s)) Superintendent are/is authorized and directed to execute and deliver the loan agreement and any other documents that may be required by the loan agreement on behalf of the district. The district covenants to comply with the terms of any applicable qualified loan agreement it is now or may be a party to, including the provisions related to its millage levy.
6. The district agrees to take actions and refrain from taking actions as necessary to maintain the tax-exempt status of tax-exempt debt issued by the State of Michigan or the Michigan Finance Authority for the purpose of financing the School Bond Loan Fund or the School Loan Revolving Fund as defined in P.A. 227 of 1985, as amended.
7. The district agrees that if these bonds are issued as tax exempt bonds, it will use the proceeds of these bonds only for the purposes that are allowed for tax exempt bonds and that none of such proceeds will be used for more than the first advance refunding of any original bond issued after 1985, nor more than the second advance refunding of any original bond issued before 1986, and the district further agrees that proceeds of bonds issued as Qualified Zone Academy Bonds, Qualified School Construction Bonds, Build America Bonds or Recovery Zone Economic Development Bonds[will only be used for the purposes that are allowed for such bonds.
8. The district agrees to use any funds borrowed from the SLRF only for the payment of principal and interest on qualified bonds that is immediately payable to bondholders and not to fund escrow or sinking funds.

9. **The district agrees to appoint a banking institution that performs paying agent services in general, and to execute a signed agreement that provides, at a minimum, the following procedures:**
 - a. **If the district has not established an irrevocable escrow account with a qualified escrow agent, the district agrees to submit debt service payments for its qualified bonds in immediately available funds to its banking institution no less than five business days prior to the debt service due date, and agrees not to withdraw, or cause a debit to be drawn against, such funds except to pay debt service.**
 - b. **The district agrees to use an existing or establish a new interest bearing, money market or investment account with the banking institution that performs paying agent services for the subject bonds, that allows the district to provide written investment instructions for the investment of collected funds on hand preceding the debt service due date.**
 - c. **The paying agent will implement notification procedures that provide that if sufficient funds for full payment of debt service do not reach the banking institution five business days prior to the debt service payment due date, the paying agent will notify the district of the amount of insufficient funds four business days prior to the debt service payment due date. In the event that the district does not immediately resolve the insufficient funds situation, the paying agent will notify the Michigan Department of Treasury of the delinquency three business days before the payment due date.**
 - d. **The district agrees to furnish written notification to the paying agent and the Department of Treasury of any bonds that have been refunded.**
10. **The district agrees to deposit all federal interest credits received with respect to its qualified bonds issued as direct credit type bonds into the debt retirement fund payable for such bonds.**
11. **The district requests that the State Treasurer increase its computed millage if at any time the full amount of any tax credit related to direct credit type bonds is not received or the amount of debt service on its qualified bonds increases for any reason and the current computed millage is not sufficient to repay all outstanding qualified loans by the final mandatory repayment date.**
12. The district agrees that if Treasury determines that the district will not be able to make all or part of the debt service payment, Treasury will process an emergency loan from the SLRF. If the district incurs an emergency loan it shall be a legal debt of the district and the State Treasurer shall bill the school district for the amount paid and the school district shall remit the amount to the state.
13. The board directs the school district administration to report any failure to perform as a result of this application. **In the event that the district fails to perform any actions as identified in this application or required by law, the district will submit to the State Treasurer a board approved resolution which indicates the actions taken and procedures implemented to assure future compliance.**
14. The district board members have read this application, approved all statements and representations contained herein as true to the best knowledge and belief of said board, and authorized the Secretary of the Board of Education to sign this Final Application and submit same to the State Treasurer for his or her review and approval.

Ayes: Members _____

Nays: Members _____

BOND DETAIL

- 1. **PURPOSE:** Specify the purpose of bond issue exactly as stated on the ballot and as it is to be cited in the Order Qualifying Bonds (or attach an official copy).

The Bonds are being issued for the purpose stated on the attached ballot.

- 2. **ELECTION DATA:**

- a. Date of election: 03/10/2020
- b. **Attach a copy of the Certified Official Canvass of Election (if not already on file).**

- 3. **FINAL MATURITY SCHEDULE:**

- a. Total amount of this issue \$ _____
- b. Due date annually for principal payments: May 1st
- c. Due date semi-annually for interest payments: May 1st/Nov 1st
- d. Attach a copy of the bond amortization and millage impact schedules.

- 4. **DEBT AMOUNTS:**

- a. Amount of this bond issue \$ _____
- b. Total amount of bonded debt prior to this issue \$ 68,610,000
- c. Total amount of bonds being refunded \$ 0
- d. **Total amount of proposed and existing debt (4a + b - c)** \$ _____

- 5. **PROPERTY VALUATION: Taxable valuation as of this date** \$ 2,279,657,711

- 6. **CHANGES IN FINANCIAL STRUCTURE:** Specify any changes in financial structure since Preliminary Qualification or original Order Qualifying Bonds was approved:

Changes to par amount and maturity structure.

- 7. Bond Type(s) (Check all that apply):

- Fixed Rate**
- Variable Rate
- Tax Exempt**
- Taxable**
- Qualified Zone Academy Bond**