

**NAPOLEON COMMUNITY SCHOOLS
BOARD OF EDUCATION**

February Workshop - Following special meeting
Monday, February 23, 2026

High School/Media Center
Meeting Agenda

This meeting is a meeting of the Board of Education in public for the purpose of conducting the school district's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated on the agenda.

AGENDA

1. Call to Order and Pledge of Allegiance
2. Public Participation
3. Policy 3000
 - i. 3100 Policies
 - ii. 3200 Policies
 - iii. 3300 Policies
 - iv. 3400 Policies
 - v. 3500 Policies
4. Policy 4000
 - i. 4100 Policies
 - ii. 4200 Policies
 - iii. 4300 Policies
 - iv. 4400 Policies
 - v. 4500 Policies
 - vi. 4600 Policies
5. Adjournment

Series 3000: Operations, Finance, and Property

3100 General Operations

3101 Insurance

The Board will purchase insurance as required by law. The Board may purchase other insurance or participate in pools and other forms of risk management as the Board deems appropriate to provide indemnity and defense for the District, Board members, employees, and volunteers. Except for employee medical, optical, and dental insurance, the Board may, but is not required to, solicit bids to purchase insurance. The Board will review its insurance coverages in anticipation of expiration or as otherwise needed.

Legal authority: MCL 124.75; MCL 129.51; MCL 380.11a, 380.601a, 380.632, 380.1227, 380.1236a, 380.1269, 380.1332; MCL 691.1409

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3102 *Smoking, Tobacco Products, Drugs, and Alcohol*

A. Definitions

1. “Electronic nicotine delivery system” includes the components, parts, and accessories of an electronic nicotine delivery system, such as e-liquids, cartridges, atomizers, cartomizers (atomizer plus replaceable fluid-filled cartridge), clearomisers, tank systems, flavors, and vials that contain e-liquids.
2. “Illegal drugs” means “controlled substances” under federal or Michigan law, anabolic steroids, human growth hormones or other performance-enhancing drugs, substances purported to be illegal, abusive, or performance-enhancing (i.e., synthetic “look-alike”) drugs, or other drugs prohibited by law.
3. “Tobacco product” means any product made or derived from tobacco, or containing nicotine from any source, that is intended for human consumption, including any component, part, or accessory of a tobacco product (except for raw materials other than tobacco used in manufacturing a component, part, or accessory of a tobacco product).
4. “Use of tobacco product” means any of the following:
 - a. the carrying by a person of a lighted cigar, cigarette, pipe, other lighted smoking device, or electronic nicotine delivery system;
 - b. the inhaling or chewing of a tobacco product;
 - c. the placing of a tobacco product within a person’s mouth; or
 - d. the smoking or use of electronic vapor or other substitute forms of cigarettes, clove cigarettes, other lighted smoking devices, or other electronic nicotine delivery systems for consuming or inhaling tobacco or any other substance.

B. Smoking and Tobacco Products

1. The District prohibits the sale, possession, distribution, dispensation, or use of tobacco products, electronic cigarettes, vaporizers, and all electronic nicotine delivery systems on property owned or operated by the District
2. The District may also prohibit the use of these products at District-related events.

C. Drugs

1. The District prohibits the sale, possession, distribution, dispensation, or use of illegal drugs on property owned or operated by the District and at any District-related event.
2. The District prohibits the sale, possession, distribution, dispensation, or use of any products containing cannabidiol (commonly referred to as CBD) on property owned or operated by the District and at any District-related event. The Superintendent or designee will consider exceptions to this prohibition.
3. District personnel should review Policy 4210 for the District's drug- and alcohol-free workplace policy. Students should review Policy 5206 for the student discipline policy.

D. Alcohol

1. The District generally prohibits the sale, possession, distribution, dispensation, and use of alcohol on property owned or operated by the District and at any District-sponsored event, except as otherwise provided in this Policy.
2. With the written permission of the Superintendent or designee, the District may permit the lawful sale, possession, distribution, dispensation, and use of alcohol on school property and at any District-sponsored event if:
 - a. the District building is used for adult education or college extension courses; or
 - b. the use or possession of alcohol is part of a generally recognized religious service or ceremony; or
 - c. the use or possession is part of a non-school function. The District will require the entity utilizing school property to furnish evidence of insurance, satisfactory to the District, with the District identified as an additional insured on the policy.
3. Any person or entity with the Superintendent's or designee's permission in subsection D.2 must comply with and enforce all applicable laws and regulations and obtain any legally-required permits. See also Policy 3304.
4. District personnel should review Policy 4210 for the District's drug- and alcohol-free workplace policy.

Legal authority: 20 USC 6081 et seq.; 21 USC 812, 21 USC 860; 21 CFR 1100.3; MCL 333.7201 et seq., 333.7410, 333.12601 et seq.; MCL 436.1904; MCL 722.642; MCL 750.473; Mich Admin Code R 338.3101 et seq.

Date adopted:

Date revised:

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3103 *Copyright Compliance*

A. Use Restrictions

Copyrighted works, including audio, video, images, software, applications, and other documents or media, may be reproduced, distributed, used, or performed only in compliance with copyright law.

B. Copyright Compliance Materials and Training

Upon request, the District will make copyright educational and compliance information available to students and personnel. The District may require an unauthorized user of a copyrighted work to participate in copyright training.

C. Course Materials Subject to Copyright Protection

Course materials may be subject to copyright protection and may not be copied for use outside of their intended educational purpose.

D. Copies for a Person with a Disability

This Policy does not prohibit lawful reproduction or distribution of a copyrighted work in a specialized format to facilitate access by a person with a disability.

E. Removal of an Unauthorized Copyrighted Work

If the District discovers the unauthorized use of a copyrighted work, reasonable steps will be taken to remove, deny access to, and discontinue use of any such work stored in the District's paper or digital files.

F. Violation by Students and Staff

An employee who violates this Policy may face disciplinary action, including discharge. A student who violates this Policy may face disciplinary action, including permanent expulsion. A person who subjects the District to liability for copyright infringement, including but not limited to direct, contributory, or vicarious infringement, may be required to reimburse the District for all costs related to that infringement.

Legal authority: 17 USC 101 et seq.

Date adopted:

Date revised:

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3100 General Operations

3104 *School Cameras and Monitoring*

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

- A. The District will not use video recording equipment that also records audio, except in the following situations:
- an open session Board meeting;
 - a District or District-sponsored athletic event or performance;
 - a graduation ceremony;
 - assigned coursework requiring audio recording capability;
 - any other lawful circumstance, if approved by the Superintendent or designee.
- B. The District may use video recordings for any lawful purpose, including student or employee discipline, assisting law enforcement, or investigations.
- C. Audio and video recordings by students are addressed in Policy 5805, and audio or video recordings of Parent and student meetings are addressed in Policy 5806.

Legal authority: 18 USC 2510 et seq.; MCL 750.539a, 750.539c, 750.539d

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3105 *Visitors and Volunteers*

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

A. Visitors

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

B. Volunteers

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

purposes of this subsection B.4, a “District vehicle” is a vehicle owned or leased by the District, including a school bus, and a “private vehicle” is any vehicle that is not a District vehicle.

- b. Except in an emergency, before a student rides in a private vehicle, the driver must have permission from the student’s Parent to transport the student to or from the school or applicable event. Permission must be in writing if the driver is using a vehicle with a manufacturer’s rated seating capacity of 11 or more passengers.
- c. A volunteer driver must:
 - hold a valid driver’s license appropriate for the vehicle;
 - if required by law, hold a valid chauffeur’s license; and
 - for a private vehicle, provide to the Superintendent or designee’s satisfaction proof of insurance, safe driving record, and proof of the vehicle’s lawful registration upon request.
- d. A volunteer driver is responsible for any loss, damage, cost, and liability related to the driver’s operation of a District vehicle or private vehicle.

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

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

The Board recognizes the important role of Parent groups, booster clubs, Parent-teacher organizations (“PTOs”), and other organizations that support District programs and activities (“support groups”). This Policy clarifies the relationship between the District and support groups.

A. General Rules

1. A support group must comply with applicable laws, Policies, administrative guidelines, and internal procedures.
2. A support group is required to submit to the District Form 3106-F annually, whether a new or existing support group.
3. A support group will indicate on Form 3106-F whether it has completed the criteria to be designated as an external support group, as defined below. The Superintendent or designee, in his or her sole discretion, may designate a support group as an internal or external support group based on information provided and as defined below.

B. Internal Support Groups

1. An internal support group is a group of individuals that supports the District’s programs and activities, including Parents, community members, and advisors, which is approved to operate within the District (e.g., internally conducted class or club fundraisers). An internal support group’s activities require prior written approval of the Superintendent or designee.
2. Funds raised by an internal support group are public funds that must be deposited with the District, and any related expenditure must be approved by the Superintendent or designee.
3. The Board may revoke the approval of an internal support group at any time.

C. External Support Groups

1. An external support group is a group, separate from the District, that supports the District’s programs and activities (e.g., booster clubs, both athletic and non-athletic, and PTOs). Unless the District agrees in writing, an external support group’s activities are not District sponsored.
2. Funds raised by an external support group are not public funds and may not be held by, or deposited with, the District. An external support group must maintain a separate bank account and adopt written accounting procedures.

3. The District strongly encourages external support groups to seek the advice of legal counsel and form a separate legal entity.
4. The Superintendent or designee may request informational documents for verification purposes, including its accounting procedures, bylaws, insurance, and state or federal filings. The District's request and review of documentation is not an endorsement of its accuracy or legal sufficiency.
5. An external support group is prohibited from using the District's tax identification or employer identification number.
6. An external support group is not an agent of the District and may not represent that it is an agent of, or legally related to, the District.
7. An external support group may not represent or suggest that the District sponsors, endorses, or approves a fundraiser, annual participation fee, or solicitation without the District's written consent.

D. Violations

If a support group violates this Policy, the District may:

1. prohibit the group from using District facilities, soliciting funds on District property and at District-sponsored events, or using the District's name and logo; or
2. take any other action deemed appropriate by the Board.

Legal authority: MCL 380.11a, 380.601a; MCL 400.293

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

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

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

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

Name of Support Group: _____

Contact Person Name: _____

Contact Person Title: _____

Address: _____

Phone: _____ Email: _____

Program or Activity Supported: _____

Please indicate the status of the support group:

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

Section A: Internal Support Groups

Building of Operation: _____

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Primary Staff Contact: _____

Section B: External Support Groups

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

Bylaws Adopted: Yes No Date Adopted: _____

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

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

Banking Institution: _____

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

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

Date of Annual Meeting and Election of Officers: _____

Name and Contact Information of Current Officers:

Title	Name	Phone	Email
President			
Vice President			
Treasurer			
Secretary			

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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

For Internal Use

Date Received: _____

Received by: _____ Printed Name: _____

Approved Not Approved

Signature of Superintendent or Designee: _____

[Optional: If denied, describe basis (attach additional sheet if necessary)]

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

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

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

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

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

As a legally separate entity, the Organization is fully responsible for compliance with applicable state and federal laws. The District does not require the Organization to obtain tax-exempt status as a 501(c)(3) or other form of charitable organization, which is a decision for the Organization. The Organization is solely responsible for consulting with appropriate professionals on legal, tax, accounting, and other compliance matters, as deemed necessary by the Organization, including whether tax-exempt status would be beneficial for the Organization. Information provided by the District is general in nature and should not be construed as legal advice. District personnel may participate in the Organization’s events and activities on a voluntary basis but may not be required to participate. The Organization is responsible for safeguarding funds raised by the Organization and has adopted written procedures or internal controls related to funds to minimize fraud or abuse. The District will not be liable for the failure of the Organization to properly safeguard funds or for losses associated with fraud or misuse of funds. Events and activities, including fundraisers, held by the Organization are not District-sponsored events and the District will not be held liable for such events or activities.

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

Name of Organization: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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3107 Use of Detection Dogs

The District may use a detection dog, without a warrant or consent, to sniff property in an effort to locate illegal drugs or contraband according to the protocol below. A detection dog will not be used to search a person unless a warrant or appropriate consent has been obtained before the search or the search is otherwise authorized by law or Policy.

A. Protocol for Use of a Detection Dog

1. A detection dog is only permitted on District property with prior written permission of the Superintendent or building principal or pursuant to a court order. If law enforcement seeks to bring a detection dog onto District property to comply with a court order, the Superintendent or building principal will request and retain a copy of the court order.
2. A detection dog must be properly trained and reliable and must be handled by a law enforcement officer or other person qualified to handle the dog.
3. The Superintendent or building principal will determine the location(s) where a detection dog will be used, in the absence of a warrant or court order specifying such location(s).
4. Students and staff may be informed over the public address system and may be directed to remain in place or relocate to a different area during the use of the detection dog.
5. If a detection dog alerts on a person's property, the alert will constitute reasonable suspicion for a District administrator to search the property.
 - a. The administrator may first seek the person's consent to search the property.
 - b. Absent consent, a search must be justified at its inception and reasonable in scope.
 - c. All searches of students must comply with Policy 5103, and the student's Parent will be notified of the search as soon as practicable after the search concludes.
 - d. If the driver of a vehicle on which a detection dog has alerted refuses to unlock the vehicle, the matter will be promptly referred to law enforcement. The driver may also be subject to discipline.

Anything found in the course of a search that is evidence of a violation of Policy, school rules, handbook, or federal or state law may be seized and admitted as evidence in any disciplinary proceeding. A District administrator will tag and

identify any illegal drug, dangerous weapon, and other illegal item and promptly turn it over to law enforcement.

B. Notice to Students and Staff

The District will provide written notice to students and staff about this Policy as soon as practicable after its adoption by the Board and at the beginning of each school year.

Date Adopted:

Date Revised:

Series 3000: Operations, Finance, and Property

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3108 Service Animals

The District will permit a person with a disability to be accompanied by a service animal in all areas of the District's facilities where members of the public, invitees, or participants in District services, programs, or activities are permitted.

A. Definition

A "service animal" means any dog that is individually trained to perform tasks for the benefit of a person with a disability. A dog whose sole purpose is to deter crime or whose mere presence is to provide emotional support or comfort to the person with a disability is not a service animal.

Except as provided by law, other animals are not service animals for purposes of this definition. Under certain circumstances, the District will permit a person with a disability to be accompanied by a miniature horse in District facilities if the horse has been individually trained to perform tasks for the benefit of the person with a disability.

The work or tasks performed by a service animal must be directly related to the person's disability. The service animal must be trained to take a specific action when needed to assist the person with a disability. Examples of work or tasks include, but are not limited to:

- assisting blind or low vision persons with navigation and other tasks;
- alerting deaf or hard of hearing persons to the presence of people or sounds;
- providing non-violent protection or rescue work;
- pulling a wheelchair;
- assisting a person during a seizure;
- alerting persons to the presence of allergens, the onset of a seizure, or high/low blood sugar levels;
- retrieving items such as medicine or a telephone;
- providing physical support and assistance with balance and stability to persons with mobility disabilities; and
- helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

B. Admission of Service Animals

A student or employee with a disability who desires to be accompanied by a service animal at school is encouraged, but is not required, to notify the District in writing at least 10 school days or as soon as is practicable before bringing the service animal to school. The District may provide a form for this purpose.

If a student or employee desires to be accompanied by a service animal during school or work and the student or employee will not be the animal's handler, the handler must undergo a criminal history check and any other background check required for employees and volunteers by state law or Policy before being allowed to regularly access District facilities as the handler. The District will permit the person with a disability to be accompanied by a service animal in District facilities without that handler.

C. Inquiries

District officials may ask the person with a disability or the service animal's owner or handler the following questions to the extent the answers to the questions are not readily apparent:

- Is the service animal required because of a disability?
- What type of work or task has the service animal been trained to perform?

District personnel will not inquire about the nature or extent of the person's disability. District personnel also may not require documentation that the service animal is certified, trained, or licensed as a service animal, nor may District personnel require the service animal to demonstrate its task or work.

If a local ordinance or the public health department requires that dogs be vaccinated, registered, or licensed with the county or other authority, the District may require proof that a service animal meets those requirements.

D. Charges, Fees, and Liability

The District may not ask or require a person with a disability to pay the District to be accompanied by a service animal on District property. The District may charge the service animal's owner for damages to District property caused by the service animal to the extent it charges other persons for damages caused to District property.

The owner of the service animal is solely responsible and liable for any damage to District property or injury to persons caused by the animal.

E. Care and Supervision of Service Animal

The person with a disability or the service animal's handler is responsible for the care and supervision of the service animal at school, including, toileting, feeding,

grooming, veterinary care, and exercising. The District is not responsible for supervising or otherwise caring for a service animal unless required by law.

F. Control of Service Animal

A service animal must be under its handler's control at all times. A service animal must be on a harness, leash, backpack, or other tether unless the person's disability prevents the use of the device or the device interferes with the service animal's safe and effective performance of work or tasks. In this case, the person with a disability or the handler must use voice, signal, or other effective means to maintain control of the service animal.

G. Exclusion of Service Animal

The District may exclude a service animal from District property or functions if:

- the animal is out of control and the handler does not take effective action to control it;
- the animal is not housebroken;
- the animal poses a direct threat to the health or safety of others; or
- the animal's presence fundamentally alters the nature of the District's programs, services, or activities.

If District officials determine that the service animal should be excluded from District facilities for one of the above reasons, the person with a disability (or the Parent of a student with a disability) will be notified of the determination, asked to remove the service animal immediately, and given an opportunity to respond to the District's concerns. If a District official determines to exclude a service animal, he or she shall notify the owner in writing and provide a copy of the District's Section 504/ADA grievance procedures. The person with a disability shall be given the opportunity to participate in the District service, program, or activity without the service animal.

H. Allergies

Allergies to pet dander and the fear of dogs are not valid reasons to exclude a service animal from District facilities. A person who has a concern about a service animal's presence in District facilities should contact the building administrator or the District's Section 504/ADA Coordinator.

I. Denial of Access and Grievance

If a District official denies a request for access of a service animal, the person with a disability or his/her Parent may file a written grievance with the District's Section 504/ADA Coordinator.

Nothing in this Policy diminishes any right a person with a disability may have to be accompanied by a service animal or other assistance animal in District facilities or at District events under other federal or state laws.

J. Non-Service Animals

Animals on District property that are not service animals as defined by the ADA, such as pets or emotional support animals, are not covered by this Policy. See Policy 3109.

Legal authority: 28 CFR 35.136; MCL 287.291

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3109 Curricular Animals

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

A. Use of Animals for Instructional Purposes

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

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

B. Therapy Dogs

1. Definition of Therapy Dog

A "therapy dog," differs from an "emotional support animal," "comfort animal," or "companion animal." Therapy dogs are not "service animals" under the Americans with Disabilities Act (ADA) or Board Policy. Therapy dogs are those that have been:

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

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

2. Standards and Procedures for Therapy Dogs

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

- a. Request. An owner who wants to bring a therapy dog on District property must submit a written request to the Superintendent or designee. The request must be renewed each school year or whenever a different therapy dog will be used.
- b. Training and Certification. The owner must submit any training or certification information requested by the Superintendent or designee. Any certification required by the District must remain current at all times.
- c. Health and Vaccination. The therapy dog must be clean, well-groomed, in good health, house broken, and immunized against diseases common to such animals. The owner must submit proof of current required licensure from the county or other licensing authority and proof of the therapy dog's current vaccinations and immunizations from a licensed veterinarian, if applicable.
- d. Control. A therapy dog must be under the owner's or handler's control at all times.
- e. Handler. If the therapy dog's handler is a District employee, the therapy dog will not interfere with the employee's primary job responsibilities.
- f. Ownership. Therapy dogs may be provided by a third party, or independently owned by a District employee. If owned by a District employee, the therapy dog must meet the standards of health described above at the owner's expense. Required training for accreditation must be at the owner's expense. The District bears no financial responsibility for the care or feeding of the therapy dog. The District is not responsible for providing any care, supervision, or assistance of the therapy dog.
- g. Transportation. Animals, other than service animals, are not to be transported on school buses. It is the responsibility of the therapy dog's handler to transport the dog to and from school property.
- h. Identification. The therapy dog must wear appropriate identification identifying it as a therapy dog.
- i. No Disruption. The therapy dog's behavior must not disrupt the educational process.
- j. Health/Safety. The therapy dog must not pose a health or safety risk to any student, employee, or other person.
- k. Supervision/Care of Therapy Dogs. The owner or handler is responsible for the supervision and care of a therapy dog, including feeding, exercising, and clean up while the dog is in a District building or on District property.

The District is not responsible for providing any supervision, care, or assistance for a therapy dog.

- l. Authorized Area(s). The owner or handler will only allow the therapy dog to be in those areas that have been pre-authorized by the Superintendent or designee.
 - m. Insurance. The owner or handler must submit a copy of an insurance policy that provides liability coverage for any damage or injury caused by the therapy dog while on District property.
3. Exclusion or Removal from School

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

- a. the handler does not have control of the dog;
- b. the dog is not housebroken;
- c. the dog presents a direct and immediate threat to others; or
- d. the dog's presence otherwise disrupts the educational process.

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

4. Allergic Reactions

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

5. Damages to District Property and Injuries

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

C. Emotional Support Animals

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

An emotional support animal is not allowed on District property except as otherwise required by law.

Legal authority: 28 CFR 35.136

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3110 *Data Breach Response*

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

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

A. Assess and Investigate the Data Breach

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

B. Notifications Involving Michigan Resident Data

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

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

Legal authority: MCL 445.63, 445.72

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3111 Drones

The District seeks to provide a safe learning environment, limit distractions, and protect the privacy of students and employees. Drone operation may threaten those objectives. A drone may be operated on District property only in accordance with this Policy.

As used in this Policy, a “drone” is an unmanned aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

A. Approval of Drone Use

Except as provided in subsection B.2.b., drone operation on District property must be approved in writing by the Superintendent or designee.

B. Use Requirements

1. A drone must weigh less than 55 pounds, including the weight of anything attached to the drone. A drone exceeding this weight restriction may not be operated on District property absent FAA approval.
2. A drone may be used:
 - a. for recreational purposes. Recreational purposes is broadly construed to refer to any drone use that is not for:
 - i. compensation;
 - ii. furtherance of a business; or
 - iii. instructional purposes.
 - b. by a student if the use is a component of an approved curriculum. A drone may be used by personnel if the use is incidental and secondary to a student’s permitted co-curricular use.
 - c. for commercial purposes in accordance with FAA regulations and requirements.
3. A drone operator must:
 - a. abide by safety guidelines of a community based organization;
 - b. maintain a visual line of sight with the drone for the duration of the use;
 - c. not interfere with manned aircraft operations;
 - d. not operate the drone more than 400 feet above ground level;

- e. not use the drone in a manner that would violate another person's reasonable expectation of privacy (e.g., via recording, broadcasting, or otherwise) or endanger people, vehicles, or District property; and
- f. comply with applicable law.

C. Disclaimer of Damages and Liability

The District will make a reasonable attempt to retrieve drones that have landed in an area accessible only by authorized District personnel. The District is not responsible for any damaged or lost drones or damages arising out of a drone operator's use of a drone on District property.

D. Violations and Unauthorized Use

A person who violates this Policy may be referred to law enforcement, directed to discontinue use, and denied future requests for drone operation. A student or employee who violates this Policy may also be subject to discipline.

Legal authority: 14 CFR Part 107

Date adopted:

Date revised:

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3100 General Operations

3112 Hours and Days of School Operations

The Board will adopt a calendar for each school year that, except as allowed by law, is consistent with the ISD common school calendar. The Board will include sufficient instructional time to satisfy minimum requirements for full funding under State School Aid Act Section 1701 and to comply with contractual obligations and all other legal duties. The calendar may be amended as permitted by law. By August 1 of each year, the Board will certify to MDE the number of hours of pupil instruction in the previous school year.

As provided by law, the District may apply to the State Superintendent to except any District year-round or trimester program from the ISD-established common school calendar.

Legal authority: MCL 380.1175, 380.1284, 380.1284a, 380.1284b; MCL 388.1701

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3113 Social Security Numbers

The District's use, storage, and transmission of social security numbers will comply with this Policy and applicable law. As used in this Policy, "social security number" means more than 4 sequential digits of a person's social security number.

A. Social Security Number Confidentiality

1. District personnel may access another person's social security number only to the extent necessary to perform District job duties.
2. Any physical, non-digital document or physical copy of a digital document, containing a person's social security number, if practical, should be stored in a secure area when not in use.
3. Any application, software program, electronic document, or other digital means through which a person has access to a social security number must be password protected.
4. District personnel and Board members will not intentionally disclose a social security number or a document containing a social security number to another person unless (a) that person is authorized to receive social security numbers under subsection B of this Policy, or (b) the disclosure is necessary to comply with applicable law, subpoena, or court order.
5. To share a document containing a social security number with a person not authorized to receive a social security number under subsection B, District personnel must make reasonable efforts to redact social security numbers from the document.
6. District personnel authorized to receive social security numbers will make reasonable efforts to destroy each document containing a social security number when it is no longer needed by shredding or incinerating it, subject to record retention requirements. See Policy 3502.
7. The District will not display a social security number on its checks.

B. District Personnel Authorized to Receive Social Security Numbers

1. The following persons may receive a social security number in the course of performing their duties:
 - Superintendent;
 - Chief business official;

- Chief human resources official;
2. If District personnel or a Board member encounters a document in the District's possession containing a social security number of another person in the course of performing District duties, that person should give the document to a person authorized to receive social security numbers.

C. FOIA Requests

The District will make reasonable efforts to redact social security numbers from all documents produced in response to a FOIA request.

D. Penalties

1. A Board member who knowingly violates this Policy may be censured by the Board.
2. An employee who knowingly or negligently violates this Policy may be subject to discipline. See Policies 4309, 4408, 4506, and 4607.

Legal authority: 5 USC 552a; 42 USC 405; MCL 445.81 et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3114 *Litigation*

To initiate a lawsuit against the District, a person must serve the summons and complaint on the President, Secretary, or Treasurer and in compliance with applicable court rules. The District will promptly notify its insurance carrier of litigation against the District when appropriate. For threatened, pending, or anticipated litigation, the District will retain records in accordance with Policy 3502.

Legal authority: Fed R. Civ. Pro. 4; MCL 380.1641; MCR 2.105

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

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

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

Title IX sexual harassment is covered by Policy 3118.

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

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

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

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

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

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3100 General Operations

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

District Letterhead

This form is being submitted by: _____

Complainant Name: _____

Phone: _____ Email: _____

If the Complainant is a student:

Date of Birth: _____ Grade: _____

School Building Attending: _____

If the Complainant is an employee:

Job Title: _____ Building: _____

Complaint Details

Reporter's Name and Relationship to Complainant: _____

Reporter's Phone: _____ Reporter's Email: _____

Respondent's Name: _____

Respondent's Relationship to Complainant: _____

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

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

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

Signature

Date

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

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

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

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3115A Definitions for 3115 Series

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

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

B. Examples of Unlawful Harassment

Unlawful harassment may include, but is not limited to:

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

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

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

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

Date adopted:

Date revised:

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3115B Designation of Coordinators

The District designates the following person(s) to serve as non-discrimination Coordinators:

Title IX Coordinator

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

[Optional Second Title IX Coordinator:]

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

Section 504 Coordinator

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

Civil Rights Coordinator/Employment Compliance Officer

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

[NOTE (delete after drafting): The District may select more than one Coordinator per position and the same person may serve in multiple positions.]

A Complaint against a Coordinator listed above may be made to the Superintendent or Board President. A Complaint against the Superintendent may be made to the Board President. A Complaint against the Board President may be made to the Board Vice President.

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

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3115C Supportive Measures

A. Supportive Measures

The District will offer and coordinate Supportive Measures, as appropriate, for Complainants, Respondents, and others whose access to the District's education program and activity was impacted by alleged Unlawful Discrimination. Supportive Measures are designed to restore or preserve a person's access to the District's education program or activity or provide support during the District's Grievance Procedure and informal resolution process. Supportive Measures are available at any time, including before, during, and after the Grievance Procedure or Informal Resolution Process.

Supportive Measures must not unreasonably burden any Party.

B. Students with Disabilities

If a Party is a student with a disability, the applicable Coordinator or designee should consult with one or more members, as appropriate, of the student's Section 504 or Individualized Education Program Team (as applicable), to ensure compliance with Section 504 or the IDEA in the implementation of Supportive Measures.

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

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3115D *Informal Resolution*

In lieu of resolving a Complaint through the Grievance Procedure, and if offered by the District, the Parties may elect to participate in an informal resolution process. If the Complaint involves Title IX Sexual Harassment, the informal resolution process in Policy 3118 applies. Informal resolution is not available to resolve a Complaint that includes allegations that an employee engaged in sex-based harassment of a student, or when such a process would conflict with Federal, State, or local law.

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.

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

Date adopted:

Date revised:

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3115E *Grievance Procedure and Remedies*

A. Grievance Procedure

1. Generally

The District has adopted the following Grievance Procedure that provides for the prompt and equitable resolution of Unlawful Discrimination, including harassment and retaliation, Complaints, excluding Title IX Sexual Harassment complaints. This Grievance Procedure will be used to investigate and resolve Complaints of Unlawful Discrimination, including harassment and retaliation, between and among students, employees, volunteers, contractors, and Board members.

The District will treat Complainants and Respondents equitably.

The District requires that any individual serving in a Key Role not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District presumes that the Respondent is not responsible for the alleged Unlawful Discrimination until a determination is made at the conclusion of the Grievance Procedure.

2. Grievance Procedure Timeframes

The District anticipates that most investigations will be concluded within 60 days. Investigations that involve several parties or witnesses, or investigations that are more complex, may exceed 60 days.

3. Confidentiality

The District will take reasonable steps to protect the privacy of the Parties and witnesses during its Grievance Procedure. These steps will not restrict the ability of the Parties to obtain and present evidence, including consulting with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the Grievance Procedure.

4. Evidence Considerations

The Decisionmaker will objectively evaluate all relevant evidence. Credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.

5. Complaint Consolidation

The District may consolidate Complaints when the allegations arise out of the same facts or circumstances.

6. Notice of Allegations

Upon receiving a Complaint, the applicable Coordinator will notify the Parties of the following:

- a. The Grievance Procedure and any informal resolution process;
- b. Sufficient information available at the time to allow the Parties to respond to the allegations, including the identities of the Parties involved in the incident(s), the conduct alleged to constitute Unlawful Discrimination, and the date(s) and location(s) of the alleged incident(s); and
- c. Retaliation is prohibited.

If, during an investigation, the District decides to investigate additional allegations of Unlawful Discrimination by the Respondent toward the Complainant that are not included in the notice provided or that are included in a Complaint that is consolidated, the District will notify the Parties of the additional allegations.

7. Investigation

The District will ensure an adequate, reliable, and impartial Complaint investigation. The burden is on the District - not on the Parties - to conduct an investigation that gathers sufficient evidence to determine whether Unlawful Discrimination occurred.

The Parties will be provided an equal opportunity to present fact witnesses and other inculpatory and exculpatory relevant evidence.

Throughout the investigation, the Investigator must determine what, if any, facts remain in dispute. If dispositive facts are not reasonably in dispute (e.g., based on Party admissions, irrefutable evidence), further investigation is not required.

8. Determination

Following the investigation and evaluation of the evidence, the Decisionmaker will:

- a. Use the preponderance of the evidence standard to determine whether Unlawful Discrimination occurred.
- b. Notify the Parties in writing of the determination whether Unlawful Discrimination occurred, including the rationale for such determination and the procedures and permissible bases for the Complainant and Respondent to appeal, if applicable.
- c. Comply with this Grievance Procedure before imposing any disciplinary sanctions against a Respondent.

9. Remedies

If there is a determination that Unlawful Discrimination occurred, the applicable Coordinator will, as appropriate:

- a. Coordinate the provision and implementation of remedies to a Complainant and other people the District identifies as having had equal access to the District's education program or activity limited or denied by Unlawful Discrimination;
- b. Coordinate the imposition of any Disciplinary Sanctions against a Respondent; and
- c. Take other appropriate prompt and effective steps to ensure that Unlawful Discrimination does not continue or recur within the District's education program or activity.

10. False Statements

A person who knowingly files a false Complaint or makes a materially false statement is subject to discipline, including discharge from employment or expulsion.

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

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3115F *Complaint Dismissal and Appeals*

A. Complaint Dismissal

The District may dismiss a Complaint if:

1. The District is unable to identify the Respondent after taking reasonable steps to do so;
2. The Respondent is not participating in the District's education program or activity and is not employed by the District;
3. The Complainant voluntarily withdraws any or all of the allegations in the Complaint and the applicable Coordinator declines to initiate a Complaint; or
4. The District determines the conduct alleged in the Complaint, even if proven, would not constitute Unlawful Discrimination.

Upon dismissal, the District will promptly notify the Complainant of the basis for the dismissal. If the dismissal occurs after the Respondent has been notified of the allegations, the District will also notify the Respondent of the dismissal and the basis for the dismissal promptly following notification to the Complainant, or simultaneously if notification is in writing.

Upon dismissal, the District will take prompt and effective steps, as appropriate, through the applicable Coordinator, to ensure that Unlawful Discrimination does not continue or recur within the District's education program or activity. The District will offer Supportive Measures to the Complainant as appropriate. The District will also offer Supportive Measures to the Respondent as appropriate if the Respondent has been notified of the Complaint allegations.

B. Determination Appeal Procedures

Unless expressly stated in writing by the Decisionmaker, determinations are not subject to appeal.

Legal authority: 34 CFR 106.1, et seq.

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3115G Intentionally Left Blank

Date adopted:

Date revised:

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3115H *Training Requirements and Policy Notice*

A. Training Requirements

All Coordinators and individuals assigned to serve in a Key Role must be adequately trained.

B. Nondiscrimination Notice Requirement

The District will prominently post on its website a notice of nondiscrimination, clearly stating that it applies to students, parents, employees, and applicants for admission and employment. The notice of nondiscrimination will comply with all applicable laws.

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

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3116 *District Technology and Acceptable Use*

The Board will provide students, staff, volunteers, and other authorized users access to the District's technology resources, including its computers and network resources, in a manner that encourages responsible use. Any use of District technology resources that violates federal or state law is expressly prohibited.

A. Children's Internet Protection Act

The Board complies with the Children's Internet Protection Act ("CIPA") and directs its administration to:

1. Monitor minors' online activities and use technology protection measures on the District's computers with internet access to block minors' access to visual depictions that are obscene, constitute child pornography, or are harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - a. taken as a whole and as to minors, appeals to a prurient interest in nudity, sex, or excretion;
 - b. depicts, describes, or represents, in a patently offensive way as to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - c. taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
2. Use technology protection measures on the District's computers with internet access to block all access to visual depictions that are obscene or that constitute child pornography. The technology protection measures may be disabled by authorized personnel during adult use to enable access to bona fide research or for other lawful purposes. The Superintendent or designee will determine which District personnel are authorized to disable the protection measures.
3. Educate minors about appropriate online behavior, including interacting with other people on social networking websites and chat rooms, as well as cyberbullying awareness and response.
4. Prohibit access by minors to inappropriate matter on the internet.
5. Prohibit unauthorized access, including hacking and other unlawful online activity by minors.

6. Prohibit the unauthorized disclosure, use, and dissemination of personal identification information about minors.
7. Restrict minors' access to materials that are inappropriate for minors. The Board defines materials that are "inappropriate for minors" to include [the following is suggested language but the Board has discretion to define "inappropriate for minors": obscene depictions, child pornography, and any other material harmful to minors].
8. Encourage the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communication.

The Superintendent or designee will take steps necessary to implement this Policy and to otherwise comply with CIPA.

B. Acceptable Use Agreement

The Superintendent or designee will develop, review, and revise as necessary an acceptable use agreement that must be signed before a user is provided access to the District's technology resources. Different acceptable use agreements may be developed based on the user's status. At a minimum, the Superintendent or designee will develop an acceptable use agreement to be signed by each of the following groups:

- adult users, including employees, volunteers, and Board members;
- students in grades 7 and above and their Parent; and
- students in grades 6 and below and their Parent.

The acceptable use agreement must be consistent with this Policy and must include, at a minimum, all of the following:

1. A statement that:
 - a. use of District technology resources is a privilege that may be revoked at any time;
 - b. a user has no expectation of privacy when using District technology resources;
 - c. District technology resources use may be monitored by the District and that the use may be subject to FOIA or disclosure in litigation;
 - d. District technology resources may not be used to bully, harass, or intimidate others;
 - e. misuse of District technology resources may result in loss of access to the resources and potential disciplinary action; and

- f. the District does not guarantee that the District's technology resources will be error free or uninterrupted.
2. Provisions to protect the integrity of District technology resources, including a requirement that each user only access the resources by using that user's assigned user name and password.
3. A list of what constitutes misuse of District technology resources.
4. A prohibition against:
 - a. accessing other user accounts or files without authorization;
 - b. conducting personal business or activities;
 - c. accessing pornography;
 - d. communicating inappropriately with students;
 - e. accessing or downloading confidential student information which the employee has no legitimate educational need to know; and
 - f. accessing or downloading unauthorized software or programs.
5. A requirement that users report any material that is threatening, harassing, or bullying.
6. A release of all claims and liability against the District for use of District technology resources.

C. District Personnel Use

District personnel must comply with Policies 4215 and 4216.

D. State Assessments

During the administration of state assessments (e.g., WIDA, M-STEP, etc.), unless otherwise permitted by this subsection, students and District personnel, including those individuals acting as test administrators, are prohibited from possessing, using, wearing, or otherwise accessing any electronic devices not being actively used for testing purposes when in an active testing session or while on a break when in an active testing session. Pictures, videos, or other communications regarding test content are prohibited during all testing and breaks.

For the purposes of this subsection, an "electronic device" includes any electronic device that can be used to record, transmit, or receive information not used for testing, including but not limited to computers, tablets, iPads, e-readers, smart watches (including Fitbits), smartphones and cell phones, Bluetooth headphones or smart earbuds, or smart glasses.

The Superintendent and building principals are authorized to develop additional building-level rules related to state assessments so long as those rules are not in conflict with this subsection.

1. Students

- a. Students shall leave all electronic devices outside of the testing room or shall power off all electronic devices and surrender them to the test administrator for collection prior to beginning the testing session].
- b. If an additional electronic device is medically necessary for a testing student, the device must be left with the test administrator, unless the student is required to possess the device, in which case the test must be administered to the student by a test administrator in a one-on-one setting and the student must be actively monitored at all times while testing.
- c. During the testing sessions or breaks, students may not access any additional websites or applications on a device used for testing.

2. Test Administrators

- a. Test administrators or other District personnel monitoring or troubleshooting the administration of state assessments must:
 - i. Ensure that all background applications and alternative websites are disabled on testing devices.
 - ii. Actively monitor students in the testing room and verify that students do not have access to additional electronic devices before, during, and after testing, including breaks.
 - iii. Refrain from disturbing the testing environment, including through texting, speaking, or using electronic devices for non-testing purposes (e.g., to complete other work). Test administrators must silence all electronic devices. Test administrators may wear a wearable electronic device (e.g., smart watch or Fitbit), but must ensure that the device is in airplane mode during test administration.
- b. Test administrators may use electronic devices to alert other personnel of issues or emergencies requiring assistance. Such other personnel may use their electronic devices for troubleshooting purposes but should exit the testing room when engaging in those communications.

3. Penalties

The failure to comply with this subsection may result, as applicable, in employee or student disciplinary action and such consequences as deemed necessary or appropriate by the Michigan Department of Education (e.g., invalidation of an individual student's test, or misadministration of the entire testing session and invalidation of all the students' tests).

E. Public Access to Technology

1. Pursuant to the Michigan Library Privacy Act, each school library offering public access to the internet or a computer, computer program, computer network, or computer system (a “Qualifying School Library”) will limit minors to only use or view those terminals that do not receive material that is obscene, sexually explicit, or harmful to minors. Persons age 18 or older, or a minor accompanied by the minor’s Parent, may access a school library terminal that is not restricted from receiving such material, if any.
2. Only when a Qualifying School Library offers public access as described in subsection D.1., the District must designate at least 1 terminal that is not restricted from receiving such material and at least 1 terminal that is restricted from receiving such material. Library staff must take steps to ensure that minors not accompanied by a Parent do not access the unrestricted terminal. The Superintendent or designee will determine which employees will implement subsection D in each Qualifying School Library.
3. As used in this Policy, “terminal” means a device used to access the internet or a computer, computer program, computer network, or computer system.

Legal authority: 47 USC 254; MCL 397.602, 397.606

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3117 Intellectual Property

The District's intellectual property includes written or artistic works, logos, marks, instructional materials, textbooks, curriculum, software, inventions, procedures, ideas, innovations, systems, and programs, or derivatives of the foregoing, regardless of publication or registration.

Other than District personnel acting in the course of performing a duty for the District, no person may use the District's intellectual property without the prior written permission of the Superintendent or designee or Board approval.

Any work product or derivative work product created or developed by personnel related to District duties or during work hours is a work made for hire and is the District's exclusive property.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3118 Title IX Sexual Harassment

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

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

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

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

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

A. Definitions

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

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

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

employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.

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

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

B. Posting Requirement

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

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

C. Designation of Title IX Coordinator

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

D. Reporting Title IX Sexual Harassment:

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

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

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

E. General Response to Sexual Harassment

1. District's Obligation to Respond without Deliberate Indifference

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

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

2. Response to Report of Title IX Sexual Harassment

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

3. Formal Complaint Filed

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

4. Equitable Treatment

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

5. Documentation and Recordkeeping

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

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

6. Supportive Measures

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

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

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

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

Supportive measures may include, but are not limited to:

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

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

7. Respondent Removal

a. Emergency Removal (Student)

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

b. Administrative Leave (Employee)

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

8. Law Enforcement

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

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

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

F. Grievance Process

1. Generally

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

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

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

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

At any point, the Title IX Coordinator, Investigator, Decision-Maker, or Appeals Officer may temporarily delay the Grievance Process or permit a limited extension of time frames for good cause. Good cause may include, but is not limited to, absence of a party, party's advisor, or witness; concurrent law

enforcement activity; or the need for accommodations (e.g., language assistance or accommodation of disabilities). If there is a delay or extension, the parties will receive written notice of the delay or extension and the reasons for the action.

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

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

2. Notice of Allegations

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

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

3. Informal Resolution

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

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

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

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

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

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

4. Investigation

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

a. Investigation Process

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

The District may not access, consider, disclose, or otherwise use a party's medical records, including mental health records, which are made and maintained by a healthcare provider in connection with the party's treatment

unless the District obtains that party's voluntary, written consent to do so for the Grievance Process.

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

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

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

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

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

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

b. Investigation Report

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

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

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

5. Determination of Responsibility

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

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

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

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

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

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

- a. identification of the sexual harassment allegations;
- b. description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
 - i. notification to the parties;
 - ii. party and witness interviews;
 - iii. site visits;
 - iv. methods used to collect evidence; and

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

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

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

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

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

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

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

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

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

G. Dismissal

1. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

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

2. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

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

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

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

H. Consolidation of Complaints

The Title IX Coordinator or Investigator may consolidate Formal Complaints where the allegations arise out of the same facts or circumstances. Where a Grievance

Process involves more than one Complainant or more than one Respondent, references in this Policy to the singular “party,” “Complainant,” or “Respondent” include the plural, as applicable.

I. Remedies and Disciplinary Sanctions

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

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

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

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

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

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

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

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

J. False Statements

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

K. Confidentiality

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

L. Retaliation

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

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

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

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

M. Training

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

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

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

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

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

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

N. Record Keeping

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

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

O. Office for Civil Rights

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

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

Email: OCR.Denver@ed.gov

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

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

Date adopted:

Date revised:

Series 3000: Operation, Finance, and Property

3100 General Operations

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

District Letterhead

This form is being submitted by: Complainant Title IX Coordinator

Complainant Name: _____

Contact Information: _____

If the Complainant is a student:

Date of Birth: _____ Grade: _____

School Building Attending: _____

If the Complainant is an employee:

Job Title: _____ Building: _____

Complaint Details

Reporter's Name (if different than Complainant): _____

Reporter's Relationship to Complainant: _____

Reporter's Contact Information: _____

Respondent's Name (if known): _____

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

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

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

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

Complainant's/Coordinator's Signature

Date

Please submit this form to:

[Title IX Coordinator Name]
[Title IX Coordinator Title]
[School District Name]
[Street Address]
[City, State, Zip Code]
[Title IX Coordinator Email Address]
[Title IX Coordinator Phone Number]

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

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3100 General Operations

3119 *Experimental or Pilot Programs* [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

The Board encourages innovation and creativity in its educational programming and general operations through the use of experimental or pilot programs (“Programs”). An experimental or pilot program is a trial program conducted to evaluate feasibility that may be converted to a regular program at the conclusion of the trial period.

Employees may submit a proposal for a Program to the Superintendent or designee for consideration. The Superintendent may also prepare a Program proposal.

A Program proposal must include the Program name, duration, purpose, and goals. Proposals must also include:

- A. A list of proposed materials and equipment to be used in the Program;
- B. Anticipated Program costs, including staffing costs;
- C. A proposed framework for implementing the Program and evaluating the Program’s success, including evaluation intervals and criteria; and
- D. Other relevant information, if requested by the Superintendent or designee.

The Superintendent or designee will review the Program proposal and may seek clarification from the employee(s) that submitted the proposal, if prepared by employees other than the Superintendent. The Superintendent or designee may also amend the proposed Program in the Superintendent’s or designee’s sole discretion.

If the Superintendent or designee believes that the proposed Program (either as originally drafted or as amended) is in the best interests of the District, the Superintendent or designee will present the proposed Program to the Board for its consideration. The Program may be approved by the Board in its sole discretion.

The Board recognizes that experimental and pilot programs are a prohibited subject of bargaining under the Michigan Public Employment Relations Act. The Superintendent is encouraged to consult with legal counsel about legal implications of a Program before submitting it for Board approval.

At the conclusion of the Program, the Board may consider conversion of the Program to a regular program.

Legal Authority: MCL 380.11a; MCL 423.215(3)(g)

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3120 Head Start COVID-19 Mitigation [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.]

On January 6, 2023, the U.S. Department of Health and Human Services (“DHHS”) issued a final rule imposing a COVID-19 mitigation policy requirement for Head Start Programs (“Final Rule”).

A. Policy Duration

This Policy is effective immediately and will remain in effect for the duration of the Final Rule. Notwithstanding anything to the contrary in this Policy, the Superintendent may suspend or revise this Policy (in whole or in part) if, following consultation with the District’s legal counsel, the Superintendent determines that legal authority requires or permits the suspension or revision. The Superintendent must report such suspension or revision to the Board at the next scheduled Board meeting for ratification.

B. Definitions

The definitions in this Section apply to this Policy.

1. **“Administrator”** [Choose Option 1 or 2:]

[Option 1 (District Is a Head Start Grantee)] [means the Superintendent or designee; except, if the District delegated responsibility for operating the Head Start Program to another entity in whole or in part, “Administrator” means the chief official of that entity or designee to the extent the Program is operated by that entity].

[Option 2 (District Is not a Head Start Grantee, but a Head Start Grantee Delegated Head Start Program Responsibilities to the District)] [means the Superintendent or designee].

2. **“Head Start Program”** means a program funded under the Head Start Act, 42 USC 9831, et seq., including a Head Start, Early Head Start, migrant, seasonal, and tribal program.

3. **“Mask”** means a face covering that (i) covers one’s mouth, nose, and chin, (ii) stays in place when a person talks and moves, (iii) does not contain vents or exhalation valves, and (iv) is consistent with the CDC’s “Your Guide to Masks” (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>).

4. “Staff” means paid adults who have responsibilities related to children and their families who are enrolled in Head Start Programs.

C. COVID-19 Mitigation

The Final Rule imposes a COVID-19 mitigation policy requirement on Head Start Programs. The mitigation provisions in this Section were developed in consultation with the applicable Health Start Program Health Services Advisory Committee to reduce COVID-19 transmission, infection, and severity. The provisions were also developed using DHHS guidance issued on January 6, 2023 (Supplementary Information on Establishing an Evidence-based COVID-19 Mitigation Policy) and objective evidence and findings from public health authorities such as the CDC, the Michigan Department of Health and Human Services (“MDHHS”), and the local health department.

1. COVID-19 Levels

The Administrator or designee will monitor COVID-19 levels in the local community using data from sources such as the CDC, MDHHS, and the local health department. Mitigation procedures identified below will apply to the District’s Head Start Programs depending on whether COVID-19 levels are low, medium, or high, as determined by the Administrator or designee.

At the time of this Policy’s revision date (identified below), the Administrator or designee has determined that COVID-19 levels in the local community are [low/medium/high]. The mitigation procedures for that category will continue to apply until the Administrator or designee announces a category change.

- a. Low: staff, contractors, volunteers, and children may choose to wear masks.
- b. Medium:
 - i. Masks are recommended for staff, contractors, volunteers, and children who are at high risk for contracting COVID-19.
 - ii. Staff, contractors, volunteers, and children are encouraged to stay at home when sick.
 - iii. The Administrator or designee will research potential ventilation improvements and report any improvement recommendations to the Board.
- c. High:
 - i. Masks are required for staff, contractors, volunteers, and children two years of age and older when there are two or more people:
 - A) On a vehicle owned, leased, or arranged by the Head Start Program, and

- B) Indoors in a setting when Head Start services are provided.
- ii. Staff, contractors, volunteers, and children are encouraged to stay at home when sick.
- iii. If COVID-19 ventilation improvements have not already been made, the Administrator or designee will implement ventilation improvements within Board-approved parameters.
- iv. This Section's mask requirement does not apply to the following:
 - A) When a person is eating or drinking, and
 - B) Children when they are napping.

The Administrator or designee will consider, in consultation with the District's legal counsel, an accommodation request under applicable federal or state law based on a person's disability; known limitations related to pregnancy, childbirth, or related medical conditions; or sincerely held religious belief, practice, or observance that conflicts with this Policy's mask requirement.

2. Communication

The Administrator or designee will notify applicable Head Start staff, contractors, volunteers, and children of changes in COVID-19 level categories as soon as possible. The communication will identify the rationale for the category change and will refer back to this Policy for applicable mitigation procedures. The communication will be made through email, using emails on file with the District, to staff, contractors, volunteers. Children will be notified through an appropriate medium, as determined by the Administrator or designee, such as through a PA system announcement or classroom postings.

D. Retention of Exemption Requests and Outcomes

The Administrator will retain copies of exemption requests, outcomes, and supporting documentation completed or obtained pursuant to this Policy.

E. Document Confidentiality

The District will maintain as confidential all medical information in accordance with applicable laws and policies.

F. Discipline

An employee or child who fails to comply with this Policy may be subject to discipline. A contractor or volunteer who fails to comply with this Policy may be removed from the facility.

Legal authority: 45 CFR Part 1302; MCL 380.11a

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

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

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

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

A. Definitions

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

B. Delegation of Authority

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

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

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

C. Contract Issuance

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

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

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

D. Authorization Limitations

1. Operational Boundaries

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

2. Enrollment Boundaries

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

3. Limitation on Cyber Schools

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

E. Contract Terms and Conditions

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

F. Supplemental Agreements

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

G. Submission of Contract to MDE

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

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3201 Accounting

A. Financial Accounting

1. The District will maintain complete financial accounting records using the charts of accounts approved and published by MDE. The District will implement an accounting system as prescribed by MDE and the Michigan Public School Accounting Manual (Bulletin 1022).
2. The District's fiscal and accounting year will begin each year on July 1.
3. The District will have a certified public accountant audit its financial records at least annually.

B. Pupil Accounting

The District will implement a pupil accounting system in compliance with the State School Aid Act and as prescribed by MDE's Pupil Accounting Manual.

Legal Authority: MCL 380.1223, 380.1133, 380.1281, 380.1284; MCL 388.1606, 388.1613, 388.1618, 388.1701; Mich Admin Code R 340.1 et seq., 340.851 et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

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

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

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

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

B. Cash Management and Federal Payments

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

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

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

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

C. Allowability of Costs

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

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

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

D. Capital Asset Accounting

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

E. Disposal of Federally Funded Equipment

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

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3202 *Budgets and Truth in Budgeting/Taxation Hearings*

The Board must annually adopt a budget for each fund of the District to support District programs and services for the ensuing fiscal year. The Superintendent will be responsible for developing the budgets subject to the Board's direction and decisions. The budget documents will be updated based upon the requirements of the adopted educational programs.

A. Budget

1. The Superintendent will prepare each proposed budget in accordance with Board policies and goals and state law. Each budget will be based on up-to-date revenue estimates and will reflect the assessed needs and programs approved by the Board.
2. The Board must adopt each budget by June 30 of each year.
3. As circumstances change through the course of the fiscal year, the Superintendent will bring recommended budget amendments to the Board for review and adoption.
4. Within 15 days after the Board adopts a budget or any amendment to a budget, the Superintendent or designee will make the budget or amended budget available through a link on the District's website homepage.
5. [Optional: The Board's goal is to maintain an annual unassigned general fund balance of at least _____ % of estimated expenditures.]

B. Truth In Budgeting Hearing

1. The Board must hold a public hearing on the proposed budgets before adopting the budgets. The Superintendent or designee must give notice of the public hearing by publication in a newspaper of general circulation within the District at least 6 days before the hearing. The notice must:
 - include the time and place of the hearing;
 - state that the proposed budget(s) is available for public inspection at the District's administrative offices; and
 - include the following statement printed in 11-point boldfaced type:

The property tax millage rate proposed to be levied to support the proposed budgets will be a subject of this hearing.

2. The Board must consider and adopt the budgets within 10 days after the public hearing in accordance with state law.

C. Truth in Taxation Hearing

If additional District operating millage, including special education and vocational education millage, is approved by the electorate after the District holds the public hearing on the proposed budgets and the District intends to levy such additional millage for the first time before the next fiscal year's public hearing on the proposed budgets, the Board must hold a separate public hearing on the proposed levy of such additional millage. The Superintendent or designee must give notice of the public hearing by publication in a newspaper of general circulation within the District at least 6 days before the hearing, which notice must state the time and place of the hearing and the proposed additional millage. The Board must approve the levy of the additional millage within 10 days after the public hearing in accordance with state law.

Legal authority: MCL 141.411 et seq., 141.421 et seq.; MCL 211.24e

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3203 Deposits

The Board, or a District official designated by Board action, will deposit District funds in a financial institution or in a joint investment authorized by Revised School Code Section 1223. The deposit will be made in the name of the Treasurer as an officer of the District. The Board will designate the financial institution(s) in which District funds will be deposited. The Treasurer or designee will deposit District funds in 1 or more depositories in the proportion and manner determined by the Board. District funds will not be deposited or invested in a financial institution that is not eligible to be a depository of surplus funds belonging to the state under MCL 21.146.

“Deposit” includes purchases of, or investment in, shares of a credit union.

“Financial institution” means a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank, or credit union whose deposits are insured by an agency of the U.S. government and which maintains a principal office or branch office located in Michigan under the laws of the United States.

Legal authority: MCL 21.146; MCL 211.43b; MCL 380.1221, 380.1222, 380.1223

Date adopted:

Date revised:

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3204 *Investment of Funds*

If authorized by Board resolution, the / The] Treasurer or the Business Manag, as the Treasurer's designee (individually or collectively, the "Investment Officer"), will invest District funds, including the District's debt retirement funds, building and site funds, building and site sinking funds, and general funds. Such investments must be made only in investments itemized and described in Revised School Code Section 1223.

A. Authority of Investment Officer

The Investment Officer may take security in the form of collateral, surety bond, or another form for District deposits or investments in a financial institution; however, a U.S. government or federal agency obligation repurchase agreement must be secured by transfer of title and custody of the obligations to which the repurchase agreement relates and an undivided interest in those obligations must be pledged to the District for that agreement.

B. Combining Funds for Investment

1. The Investment Officer may combine the District's debt retirement funds for investment purposes into a single common fund to the extent the bonds associated with such debt retirement funds are of a similar character (e.g., voted bond debt retirement funds may be aggregated for investment but voted and non-voted bond debt retirement funds may not).
2. For all other funds, the Investment Officer is authorized to combine money from more than 1 fund for investment purposes.
3. Investment earnings shall accrue to the fund for which the investment was made. In the event of combined funds for investment purposes, the earnings shall be accounted for separately and the investment earnings shall be separately and individually computed, recorded, and credited to the fund for which the investment was made.

The Investment Officer is authorized to manage and invest deferred compensation program funds as provided in Revised School Code Section 1223.

Legal authority: MCL 21.146; MCL 141.2705; MCL 380.1223

Date adopted:

Date revised:

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3205 Disbursements

- A. A person authorized by the Board to draw upon District depository funds may sign and validate a warrant, check, and other instruments to draw upon such funds.
- B. Petty Cash
1. The Board may authorize a separate petty cash fund for any District building for the purchase of materials, supplies, services, or other school related goods and services in circumstances requiring immediate payment. The amount of each petty cash fund will not exceed \$[REDACTED].
 2. Petty Cash Fund Custodians: The following persons will be the custodians of each petty cash fund and will administer and be responsible for the funds:
 - a. [Elementary School: [REDACTED]]
 - b. [Middle School: [REDACTED]]
 - c. [High School: [REDACTED]]
 - d. [District Office: [REDACTED]]
 3. Petty cash fund disbursements may only be made if authorized by the Superintendent or appropriate petty cash fund custodian.
 4. Documentation: All petty cash fund disbursements will be supported by an itemized receipt or other sufficient evidence that documents the expenditure. The itemized receipt or supporting documentation will include the name and contact information of the business receiving the payment, the date, a description reasonably sufficient to identify each item purchased, the purpose of the purchase, and the price. Petty cash fund custodians will maintain the documentation as required by law. Expenses must be assigned to the proper budget account.
 5. Purchase Review Procedures: The Superintendent or designee will review petty cash fund expenditures with the Treasurer at least monthly. Any unlawful or unauthorized expenditure or other significant discrepancy will be brought to the attention of the Board and the offending person.
 6. Reconciliation and Closeout: Each petty cash fund will be reconciled by the Treasurer, or another District official designated by the Board, and closed out at the end of the fiscal year.
- C. District funds or other “public funds” (as defined in Revised School Code Section 1814) under the control of the District may not be used to purchase the following:

- alcoholic beverages;
 - jewelry;
 - gifts;
 - fees for golf; or
 - any item the purchase or possession of which is illegal.
- D. Public funds may be used to purchase the following to recognize an employee, volunteer, or student, if the value of the purchase does not exceed the annually adjusted amount established for that purpose by MDE:
- plaque;
 - medal;
 - trophy; and
 - other awards.
- E. The Superintendent or Board designee will keep records of receipts and disbursements and identify the sources from which they have been paid as required by law.
- F. A person who misuses District funds or violates this Policy may be subject to discipline, including reimbursing the District for any unauthorized purchase.

Legal Authority: MCL 380.1814

Date adopted:

Date revised:

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3206 *Property Tax Levies*

A. General

1. The Board will identify, before the end of each fiscal year as part of the budget approval process, taxes that have been previously authorized by District electors. Of those taxes, the Board will determine which will be levied in the subsequent fiscal year and the applicable levy rate.
2. The Superintendent or designee will identify all taxes to be levied and the applicable levy rate in the documents filed with the relevant county(ies) necessary to collect those taxes within the District's geographic boundaries.

B. New Millage

1. If District electors authorize new millage and the Board determines to levy the new millage in the current fiscal year, the Superintendent or designee must file amendments to the previously filed tax allocation documents with the relevant county(ies) necessary to collect those new taxes.
2. If required by law, the District must hold a truth in taxation hearing in compliance with Policy 3202 before levying any new millage.

C. Summer Tax Levy

If the Board has previously determined to levy half or all of the District's property taxes on July 1 of each year, then the Board must adopt a continuing resolution on or before December 31 of each calendar year to continue to levy summer property taxes in the subsequent calendar year in the same proportion previously determined by the Board.

Legal authority: MCL 380.1611-1613

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

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3207 School Activities Fund

A. Fiduciary Funds

A fiduciary fund is a fund held by the District, in its discretion, in a trustee or agency capacity, for a purpose within the scope of the District's legal authority. A fiduciary fund cannot be used by the District to support its operations. All District fiduciary funds must comply with generally accepted accounting principles and be held in accordance with the standards adopted by MDE in the Michigan Public School Accounting Manual (Bulletin 1022). A fiduciary fund may be a Custodial Fund or a Private-Purpose Trust Fund. For purposes of this Policy, capitalized terms not defined in this Policy are defined in Bulletin 1022.

1. Activity Funds

The District may not use an activity fund as defined by GASB Statement No. 84 and adopted by Bulletin 1022.

2. Custodial Funds

A Custodial Fund may be used only to hold assets and issue payments for a non-District Custodial Fund beneficiary. A Custodial Fund may be maintained if the account:

- a. does not contain the District's sole source revenue, such as state and federal aid, tax collections, and non-exchange transactions;
- b. does not designate the District as a beneficiary; and
- c. is not subject to District control, including administrative or financial control.

3. Private-Purpose Trust Funds

A Private-Purpose Trust Fund (Private Trust) may be maintained as a fiduciary fund if:

- a. a written, lawful trust agreement exists and is submitted to the District;
- b. the trust assets are for a private purpose;
- c. the District is not a beneficiary, directly or indirectly; and
- d. the District does not have control, including administrative or financial control, or the ability to make decisions about trust assets.

Trust funds failing to meet the above requirements must be treated as a public purpose trust fund, subject to Policy 3201.

B. Scholarship Funds

1. Private Trust Scholarships

An individual, estate, support group, club, company, or other donor that desires to establish a trust fund to benefit persons through scholarships must meet the criteria for a Private Trust described above.

2. Compact Scholarships

Public funds may not be used to administer scholarships, except that the District may establish and administer a scholarship fund for its students or graduates to attend a postsecondary educational institution if the fund arises from a compact between the State of Michigan and a federally-recognized Indian tribe under the Indian Gaming Regulatory Act.

Legal authority: MCL 380.11a(3), 380.11a(14); MDE *Michigan Public School Accounting Manual (Bulletin 1022)*; GASB Statement No. 84, *Fiduciary Activities*

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3208 Surety Bonds of District Officials [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

A. Bonded Officials

1. The Superintendent, any financial officer, and any attendance officer of the District must furnish a surety bond in the penal sum of not less than \$[REDACTED], or an amount otherwise required by law, to assure the faithful performance of their respective duties.
2. A “financial officer” is any person who is required, by job description or Policy, to transact financial business on behalf of the District or to supervise or handle monetary receipts or disbursements on a reasonably consistent basis, including, but not limited to, the persons holding in whole or in part the following positions or their functional equivalent:
 - Treasurer;
 - [REDACTED];
 - [REDACTED];
 - [REDACTED];
 - [REDACTED]; and
 - [REDACTED].

B. Bond Requirements

1. A surety bond may be furnished as either:
 - a. a separate bond or surety contract for each individual officer or employee; or
 - b. a blanket bond.

A blanket bond must be a blanket position bond that covers the Superintendent and any financial or attendance officer positions (rather than the individual people).

2. A surety bond must be purchased by the District and furnished by a company duly qualified under state law. Each surety bond must be payable to the District and require the Superintendent, all financial officers, and all attendance officers

to faithfully perform their duties during their employment or term of office and properly account for all monies and property received by virtue of their position or employment.

Legal authority: MCL 124.10; 129.51; MCL 380.1571

Date adopted:

Date revised:

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3200 Finance and Borrowing

3209 Debit/Credit Cards

The Board approves the use of a debit/credit card (credit card) program for the purchase of goods and services on behalf of the District. The Board will determine the type of credit card(s) used in the program and will contract with a third-party provider as provided by law. The Superintendent or designee is responsible for issuing credit cards to authorized users, accounting for and monitoring credit card usage, retrieving credit cards when appropriate, and generally overseeing compliance with this Policy. The total combined authorized credit limit of all credit cards may not exceed 5% of the District's budgeted expenditures for the applicable fiscal year.

A. Authorized Users

The Board may assign a credit card to an employee. An authorized credit card user is responsible for the protection and custody of the credit card and must immediately notify the Superintendent or designee if the credit card is lost or stolen. A person issued a credit card must return the credit card upon placement on administrative leave, disciplinary suspension, or termination of employment or service with the District.

B. Authorized Purchases

Option 2: An authorized user may use a credit card to charge actual, necessary, and reasonable travel expenses in connection with official District business. Otherwise, the credit card may only be used to purchase goods and services approved by the Board or the Superintendent or designee.

C. Documentation

An authorized user must submit to the Superintendent or designee an itemized receipt. The itemized receipt must include the name of the business, the date of purchase, a description of each item and its purpose, and the price. A non-itemized receipt alone is not sufficient.

D. Suspension or Termination of Privileges

The Superintendent or designee may suspend or terminate the credit card privileges of any person who violates this Policy or for any other lawful reason. The person must promptly return the credit card to the Superintendent or designee. A person who misuses a credit card or violates this Policy may be subject to discipline, including discharge and reimbursing the District for any unauthorized purchase.

E. Reward Points or Rebates

Any reward points, rebates, or other benefits received from a third-party credit card company are the District's property.

F. Purchase Review Procedures

The Superintendent or designee will conduct an independent review of credit card expenses, or a sample of these expenses, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy will be brought to the credit card user's attention. Upon request, the Superintendent or designee must provide the Board with the documentation submitted pursuant to this Policy or a summary of that documentation with a description sufficient to give the Board reasonable notice of the items purchased. The outstanding balance, including interest, will be paid by the District within 60 days after the initial statement date.

Legal authority: MCL 129.241 et seq.; MCL 380.1254; MCL 750.491

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3210 *Borrowing*

A borrowing is the taking of money with an agreement to repay it with or without interest. The Board must initiate and authorize all borrowing, except credit card borrowing under Policy 3209, by resolution. All borrowed amounts will conform to legal debt limits and be for the purposes prescribed by state law. The Superintendent or designee must consult with the District's finance counsel for all District borrowings covered by this Policy.

Legal authority: MCL 123.721 et seq.; MCL 380.1225, 380.1351, 380.1351a; MCL 141.2101 et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3211 *Post-Issuance Tax Compliance*

A. Policy

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

B. Policy Implementation

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

C. Designation of Debt Compliance Officer

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

D. Responsibilities of Debt Compliance Officer

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

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

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

E. Internal Written Procedures and Protocols

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

F. Periodic Compliance Review

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

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

G. Record Retention

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

H. Training and Education

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

Legal Authority: IRC 148; Treasury Regulation 1.141-12

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3212 *Post-Issuance Disclosure Compliance*

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

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

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

A. The Compliance Officer

1. The Compliance Officer will:

- a. monitor and verify compliance with the CDAs; and
- b. create and maintain an inventory of the District's outstanding financial obligations.
 - i. A financial obligation means:
 - a debt obligation or a guarantee of a debt obligation; or
 - a derivative instrument entered into in connection with, or pledged as security or a source of payment for, existing or future debt obligations or a guarantee of such derivative instrument.
 - ii. Solely for the purposes of subsection C.2.b of this Policy, "financial obligation" does not include any municipal security for which a final official statement has been provided to the Municipal Securities Rulemaking Board pursuant to Rule 15c2-12.

2. The District, at its cost, will provide the Compliance Officer with training and educational resources necessary to ensure compliance with the CDAs.

3. The Compliance Officer has authority to seek guidance from the District's bond counsel and financial advisors to comply with the CDAs.

B. Review of Offering Materials

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

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

C. Post-Issuance Obligations

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

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

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3200 Finance and Borrowing

3213 *Electronic Transactions of Funds and Automated Clearing House Arrangements*

The District may engage in electronic transactions of funds and automated clearing house arrangements in accordance with this Policy.

A. Definitions

1. “Automated clearing house” or “ACH” means a national and governmental organization with authority to process electronic payments, including the National Automated Clearing House Association and the Federal Reserve System.
2. “ACH arrangement” means an agreement between the originator and the receiver of an ACH transaction.
3. “ACH transaction” means an electronic payment, debit, or credit transfer processed through an ACH pursuant to an authorized ACH arrangement.
4. “Electronic transactions officer” or “ETO” means the [Superintendent] or another person designated by the Board to have the rights and responsibilities of the ETO set forth in this Policy.

B. ACH Arrangements and Transactions

Only the ETO may enter into an ACH arrangement. The [chief business official] or another employee designated by the ETO (ACH Supervisor) will be responsible for the District’s ACH transactions, including payment approval, accounting, reporting, and overseeing compliance with this Policy.

[Note: The policy must include internal auditing procedures, but specific controls are not required by law. The following is provided as a suggestion.]

C. Internal Auditing Controls

1. The ACH Supervisor and ETO will each separately review and approve in writing all incoming and outgoing payments. Written approvals will be retained in accordance with usual District procedures.
2. For outgoing payments, the ACH Supervisor will document:
 - a. the goods or services purchased;
 - b. the cost of the goods or services purchased;
 - c. the date of the payment; and

d. the department serviced by the payment.

This documentation can be contained in the District's electronic general ledger software system or in a separate report to the Board.

Legal authority: MCL 124.301 et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3301 Purchasing and Procurement

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

A. Responsibility for Purchasing

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

B. When Competitive Bidding is Required

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

C. Bidding Procedure

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

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

4. Michigan-Based Business Preference

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

D. Purchases Using State Aid Act Funds

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

E. Purchases Using Federal Funds

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

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3301A Purchasing and Procurement with Federal Funds

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

A. State Law Requirements Still Apply

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

B. Procurement Methods

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

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

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

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

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

3. Purchases over \$250,000

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

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

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

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

Legal authority: 2 CFR 200.1 et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3302 Acquisition of Real Property

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

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

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3303 Gifts and Donations

The Board recognizes and appreciates the generosity and support it receives in the form of gifts, donations, and voluntary contributions (“Donations”) from individuals, companies, Parent 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 Form 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

3303-F Gifts and Donations Form

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

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

Donor Information

Name of Donor: _____

Contact Person: _____

Address: _____

Phone: _____ Email: _____

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

Describe student group or club, activity, or event:

Donation Information

School building associated with Donation: _____

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

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

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

Cash or Monetary Donation:

Amount of Donation: \$ _____

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

Personal Property:

Description of Personal Property: _____

Estimated fair market value: * \$ _____

Real Property and Capital Projects:

Description of Real Property: _____

Estimated fair market value: * \$ _____

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

Other:

Description: _____

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

Donation Purpose

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

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

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

If yes, please describe the purpose: _____

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

If yes, please describe: _____

By signing this form, I understand and agree that:

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

Signature: _____ Date: _____

Printed Name: _____

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

For Internal Use

Accepted Not Accepted Date: _____

Signature of Superintendent or Designee: _____

Donor Contacted by: _____
staff member name

Date: _____

If approved by Board, date of Board meeting: _____

[Optional: Provide a link to PDF version of Form on District letterhead]

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3304 Use of District Property

A. Definitions

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

B. General Facilities Use Guidelines

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

8. Leasing District property is addressed in Policy 3305.

C. Use of District Facilities by Student Groups

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

D. Use of District Facilities by Non-Student Groups

[Choose Option 1 or 2:]

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

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

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

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

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

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

F. Using District Personal Property

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3305 *Sale or Lease of District Property*

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

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

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3306 Construction Bidding

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

A. When Competitive Bidding is Required

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

B. Bidding Procedure

1. If competitive bidding is required, the District must follow the bidding procedure prescribed by Revised School Code Section 1267 and award contracts to the lowest responsible bidder.
2. To determine whether a bidder is a responsible bidder, the District may consider the factors enumerated in Policy 3301 subsection C.3.b.
3. If competitive bidding is not required, the District may use any lawful means to procure contracts.
4. Each bidder must certify that it is not an Iran-linked business as defined by MCL 129.312.
5. If federal or state prevailing wage requirements apply, project specifications must include the schedule of minimum rates to be paid to each relevant class of construction mechanic or laborer. If state prevailing wage requirements apply, the schedule of minimum rates must also be printed on bid forms.

C. Alternates

1. Bid specifications may require bidders to submit bids with mandatory alternates or allow bidders to submit voluntary alternates; provided, however, that no voluntary alternate may change the nature of the work.

2. The Board, in its discretion, may award bids based on allowable alternates.

D. Michigan Business Preference

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

E. Construction Bidding Using State Aid Act Funds

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

F. Construction Bidding Using Federal Funds

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

Legal authority: 40 USC 3141, et seq.; 2 CFR 200.1, et seq.; MCL 129.311 et seq.; MCL 380.1267; MCL 388.1764c; MCL 408.1101, et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3307 Construction Administration

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

A. Plan Review

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

B. Professional Consultants

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

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

C. Payment and Performance Bonds

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

D. Prevailing Wage

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

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

Date adopted:

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/marihuana, 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

3300 Facilities, Real, and Personal Property

3309 *Bus Inspections*

- A. Each school bus used to transport students to or from school or school-related events must meet or exceed safety standards required by law.
- B. The Michigan State Police or its authorized designee must inspect a new school bus before the District accepts delivery. The District may not accept delivery of a new school bus unless it passes inspection.
- C. The Michigan State Police or its authorized designee must inspect each school bus annually. Use of a school bus may be approved, restricted, or prohibited based on the results of an inspection.
- D. Any entity providing school bus services to the District may only use school buses that have passed inspection by the Michigan State Police.

Legal authority: MCL 257.1810, 257.1839, 257.1841, 257.1843

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3401 School Cancellation, Delay, and Early Dismissal

The Superintendent may close, delay, or dismiss school, and cancel or alter any school-related activities, to protect the health, safety, and welfare of students, employees, and others. The Superintendent will endeavor to timely and accurately notify persons affected by schedule alterations.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3402 Drills, Plans, and Reports

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

A. Emergency Drills

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

B. Cardiac Emergency Response Plan

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

C. Drinking Water Management Plan

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

D. Cooperation

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

E. Safety and Emergency Plans

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

F. Reporting Incidents of Crime

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

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3403 Reporting Accidents

If a student suffers a serious physical injury while at school or while participating in a school-sponsored activity, District personnel, if aware of the injury, will promptly report the injury to the building principal or designee. If the student is a minor, the building principal or designee will promptly notify the student's Parent(s) and complete an accident report. See Policy 5702.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3404 Communicable Diseases

A person with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, protect the person's health and privacy rights, and protect the health and safety of others.

The Michigan Department of Health and Human Services maintains a list of reportable diseases and infections, including those capable of being transmitted to a person. The District will work cooperatively with the local health department to identify, report, and contain diseases and infections in accordance with applicable laws and local health department policies and guidance.

- A. District personnel will immediately notify the Superintendent or applicable building principal when they reasonably suspect the presence of a listed communicable disease.
- B. When it is reasonably suspected that a person has a communicable disease (except for AIDS or HIV infection), the Superintendent or building principal may exclude the person for a period sufficient to obtain a determination by a physician or local health officer as to the presence of a communicable disease.
- C. A person excluded under subsection B may return to school and school-related activities when a physician or local health officer determines that the person does not represent a risk to others.
- D. The Superintendent or applicable building principal will report to the local health department within 24 hours after suspecting either of the following:
 - 1. The occurrence of a serious communicable disease listed by the Michigan Department of Health and Human Services (except for AIDS or HIV infection);
or
 - 2. The unusual occurrence, outbreak, or epidemic of any disease, infection, or condition within the District.
- E. Reports, records, data, and other information associated with AIDS or HIV may be subject to heightened confidentiality requirements in accordance with MCL 333.5131.

Legal authority: MCL 333.5111, 333.5131; Mich Admin Code R 325.171-173, 325.175

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, 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

3406 *Integrated Pest Management*

The District will monitor, manage, and treat pests on District property.

A. Pest Application

1. The Board does not authorize the application of a pesticide on District property unless a written integrated pest management program is in place for that property. The Superintendent or designee will develop, evaluate, and modify site-specific integrated pest management programs in accordance with law.
2. The Board only authorizes the lawful application of a pesticide by a certified or registered applicator who has been properly trained. After the application of a pesticide, a person may only reenter District property in compliance with restrictions identified by the applicator and required by law.
3. A “pesticide” does not include sanitizers, germicides, disinfectants, or antimicrobial agents.

B. Notice

1. Within 30 days after the beginning of each school year, the Superintendent or designee will provide notice to students’ Parents that they will receive advance notice of the application of a pesticide.
2. Except in an emergency, the Superintendent or designee will provide at least 48 hours’ advance notice to students’ Parents of the application of a pesticide. In an emergency, the Superintendent or designee will provide notice to students’ Parents promptly after a pesticide has been applied.
3. Notices will comply with methods, time frames, and information requirements established by MCL 324.8316.
4. Notices are not required for the application of a pesticide that is a bait or gel formulation.

C. Records

Each building will maintain a copy of its integrated pest management program. Records of pesticide use and other non-pesticide pest management practices will be maintained on site.

Legal authority: MCL 324.8316; Mich Admin Code R 285.637.1 et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3407 Asbestos Management

A. Asbestos Management Plan

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

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

B. Asbestos Abatement Contractors

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

Administration to determine if the contractor has received notices of violation of asbestos regulations.

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

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3408 Firearms and Weapons

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

A. As used in this Policy:

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

B. Permitted Uses

The following persons may possess a weapon on District property:

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

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

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

C. Violations

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

D. Notices

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

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3409 *Intentionally Left Blank*

Legal Authority:

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3410 Opioid Antagonist [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number *and* in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

The District will provide adequate control, supervision, and training to maintain and administer opioid antagonists at school consistent with state law.

A. Emergency Preparedness

1. The Superintendent or designee will obtain opioid antagonists, as authorized by law.
2. An opioid antagonist maintained by a school may only be administered to a person who is believed to be having an opioid-related overdose on school grounds by:
 - a. a licensed registered professional nurse employed or contracted by the District; or
 - b. a District employee appropriately trained in accordance with state law.

B. Notice and Reporting

The building principal or designee will:

1. contact 911 if a student is believed to be having an opioid-related overdose;
2. promptly notify the Parent of a student to whom an opioid antagonist has been administered and document all actual and attempted notices. The District will encourage the Parent to seek treatment for the student from a substance use disorder services program; and
3. document all instances of opioid antagonist administration at school.

Legal authority: MCL 15.671 et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3500 FOIA Requests and Record Retention

3501 *Freedom of Information Act*

The District is a “public body,” as defined in Section 2 of the Michigan Freedom of Information Act (FOIA). It is the District’s policy to comply with FOIA.

The Superintendent is the District’s FOIA Coordinator but may designate another person to accept, process, approve, and deny FOIA requests. The Superintendent will establish written procedures and guidelines, a written public summary of the procedures and guidelines, and a detailed itemization of fees form in compliance with FOIA. The procedures and guidelines [Choose one: will / will not] provide for fee appeals to the Board.

Legal authority: MCL 15.231 et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3500 FOIA Requests and Record Retention

3501-AG *Michigan Freedom of Information Act Procedures and Guidelines*

The Michigan Freedom of Information Act (FOIA) provides for public access to certain public records, permits the charging of prescribed fees and deposits, and provides remedies and penalties for non-compliance. A person has a right to inspect, copy, or receive copies of certain requested public records. Some public records are permitted or required not to be disclosed. The District is a public body that must comply with FOIA. The District has established the following Procedures and Guidelines to implement FOIA. For purposes of these Procedures and Guidelines, terms have the same meaning as defined in FOIA. A complete copy of FOIA is available on the Michigan Legislature's website at www.legislature.mi.gov.

These Procedures and Guidelines (which include a Public Summary and a Fee Itemization Form) are available on the District's website at: [\[insert link to district website\]](#). This link or a physical copy of these Procedures and Guidelines will be included in each of the District's FOIA responses. Paper copies of these Procedures and Guidelines are available upon request by a visitor at the District's Central Administration Offices, located at [\[insert physical address\]](#).

A. Written Public Summary

1. How to Submit Written Requests

A written request to inspect, copy, or review a public record should be submitted to the District's FOIA Coordinator.

FOIA requests can be sent via U.S. Mail to: [\[insert District address\]](#)

FOIA requests sent via email should be sent to: [\[insert email address\]](#)

FOIA requests sent via fax should be faxed to: [\[insert fax number\]](#)

A request must describe the public record in sufficient detail to enable the District to find the requested record. A sample Request Form is included with these Procedures and Guidelines as Form 3501-F-1.

A request must include the requester's (1) complete name (first and last name), (2) mailing address, and (3) either phone number or email address. A request made by an organization must include the contact information of its agent or representative. Any mailing address provided must be in a format that complies with United States Postal Service addressing standards. This information is not required for a request by an individual who qualifies as indigent under FOIA (i.e., by submitting an affidavit that describes the individual's indigence).

A person may subscribe to future issuances of public records created, issued, or disseminated by the District *on a regular basis*, such as notices of board

meetings. A subscription is valid for up to 6 months and may be renewed by the subscriber.

In lieu of paper copies, the requester may stipulate that the District provide non-exempt public records on non-paper physical media, electronically mailed, or otherwise electronically provided. The District is not required to produce non-exempt public records on non-paper physical media if the District lacks the technological capability necessary to provide the requested records on the particular non-paper physical media stipulated in the particular instance. The District is not required to use non-paper physical media provided *by the requester* and, to safeguard the District's information technology infrastructure, will not do so.

A person may request a certified copy of a public record.

2. Explanation of Written Responses

The District will respond to a written request under FOIA within 5 business days (excluding weekends and legal holidays) after the District receives the written request, unless otherwise agreed to in writing by the requester. FOIA defines the date of receipt by the District differently depending upon how the request was delivered to the District (e.g., hand-delivery, U.S. Mail, email, facsimile).

The District will respond to a request by doing one of the following: (a) granting the request; (b) issuing a written notice denying the request; (c) granting the request in part and issuing a written notice denying the request in part; or (d) issuing a notice extending for not more than 10 business days the period during which the District will respond to the request. The District will not issue more than 1 notice of extension for a particular request.

If a requester asks for information that is available on the District's website, the District will notify the requester in its response where to find the records on its website. Paper copies of public records available on the District's website will be made available upon request, but a fee may be charged as explained in Section B.4 and on the detailed Fee Itemization Form.

The District will provide reasonable facilities for a requester to inspect non-exempt public records. The facilities will be available during the District's normal business hours. The FOIA Coordinator will establish rules regulating the manner in which a requester may inspect records to protect the District's records from loss, alteration, mutilation, or destruction or to prevent undue interference with the District's normal operations.

If a request is denied in whole or in part, the District will include in the written notice of denial an explanation of the basis for the denial and, if applicable, a certificate that the public record does not exist under the name given by the requester or by another name reasonably known to the District. A sample Certificate of Non-Existence of Public Record is included as Form 3501-F-2. If a public record or information is separated and exempt from disclosure

(redacted), the District will describe generally the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.

3. Deposit Requirements

Where the District estimates that the fee authorized under the FOIA and these Procedures and Guidelines for responding to a request will exceed \$50, the District may require a good-faith deposit from the requester before processing the request. A good-faith deposit will not exceed half of the total estimated fee and will include a detailed itemization of estimated fee amounts. The FOIA Coordinator will provide the requester with a detailed itemization of the allowable fees estimated to be incurred by the District to process the request as well as notice of the date by which the deposit must be received, which is 48 days after the notice is sent by any means of transmission. The District will include with its request for a good-faith deposit a best efforts estimate of the time frame within which the District will provide the requested public records. The time frame estimate is not binding on the District but will be made in good faith, and the District will strive to be reasonably accurate.

If a requester previously requested public records from the District and if the District made the requested public records available on a timely basis but was not paid in full the total estimated fee for that previous request, the District may, to the extent permitted by the FOIA, require a deposit of up to 100% of the estimated fee for the subsequent request(s).

If a requester fails to pay the good-faith deposit within 48 days after the date of the deposit notice and if the requester has not appealed the deposit amount, the request will be considered abandoned and the District will no longer be required to fulfill the request.

4. Fee Calculations

The FOIA permits the District to charge 6 fee components: (a) labor costs of searching for, locating, and examining public records; (b) labor costs of separating or deleting (redacting) exempt information from non-exempt information; (c) labor costs to duplicate or publish requested public records; (d) actual costs of paper copies (not to exceed 10 cents per sheet for standard 8-1/2 by 11-inch sheets of paper or 8-1/2 by 14-inch sheets of paper); (e) actual costs of non-paper physical media (e.g., flash drive, CD), if requested and if the District has the technological capability to comply; and (f) actual costs of postal delivery. For more detailed information about the District's fee calculations, including fee reductions for untimely responses, see Section B.4. of these Procedures and Guidelines and Form 3501-F-3, Fee Itemization Form. The FOIA Coordinator will require that payment be made in full for the allowable fees before the requested records are made available.

- a. Fee Waivers. A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the District determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public records can be considered as primarily benefiting the general public.
 - b. Discounts. Under the following circumstances, a public record search will be made by the District and a copy of a non-exempt public record will be furnished without charge for the first \$20 of the fee:
 - i. If an individual who is entitled to information under the FOIA:
 - submits an affidavit stating that the individual is receiving specific public assistance or is unable to pay the fee because of indigence and stating that the individual is not making the request in conjunction with outside parties in exchange for payment or other remuneration; and
 - that individual has not previously received discounted copies of public records from the District twice during the same calendar year.
 - ii. If a nonprofit corporation formally designated by the State of Michigan to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-319, or their successors, submits a request that meets all of the following requirements:
 - is made directly on behalf of the organization or its clients;
 - is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931; and
 - is accompanied by documentation of its designation by the state, if requested by the District.
5. Avenues for Challenge and Appeal
- a. Challenge to Record Denial. If the District fails to respond to a FOIA request or makes a final determination to deny all or a portion of a request, the requester may submit an appeal to the Board or may commence an action in the circuit court for the county in which the public record or the District's office is located. See Section B.5.a. of these Procedures and Guidelines for a more detailed explanation of the procedures and timelines for appealing a record denial.
 - b. Challenge to Fee. If the District requires a fee that the requester believes exceeds the amount permitted under FOIA or the District's publicly available

procedures and guidelines, the requester may commence an action in the circuit court for the county in which the public record or the District's office is located. See Section B.5.b. of these Procedures and Guidelines for a more detailed explanation of the procedures and timelines for a fee appeal.

B. Procedures and Guidelines

1. Requests

- a. All "persons," except those persons incarcerated in state or local correctional facilities, are entitled to submit a FOIA request to the District. A "person" is defined for purposes of the FOIA to mean "an individual, corporation, limited liability company, partnership, firm, organization, association, governmental entity, or other legal entity." A request made by a "person," other than an individual (e.g., a corporation, firm, governmental entity) must include the requester's complete name (first and last name), mailing address, and either the phone number or email address of the "person's" agent who is an individual. Any mailing address provided must comply with United States Postal Service addressing standards.
- b. A FOIA request is a written request to inspect, copy, or receive copies of a public record. A request must describe the public record in sufficient detail to enable the District to find the requested record. The District suggests that requesters use the sample Request Form (Form 3501-F-1).
- c. FOIA requests must be in writing. If, however, a person makes an oral request for information that is available on the District's website and if the employee to whom the request is directed knows that the information is available on the District's website, that employee must inform the requester that the information is available on the District's website.
- d. The District's FOIA Coordinator is responsible to process requests to inspect, copy, or receive copies of public records. FOIA requests should be sent to the District's FOIA Coordinator.
 - i. FOIA requests can be sent via U.S. Mail to: [insert District address]
 - ii. FOIA requests sent via email should be sent to: [insert email address]
 - iii. FOIA requests sent via fax should be faxed to: [insert fax number]

If an employee of the District receives a written request to inspect, copy, or receive copies of a public record, the employee should promptly forward the request to the District's FOIA Coordinator. A requester is not required to use the District's sample Request Form or to include the word "FOIA" in the request. Therefore, all written requests to inspect, copy, or receive copies of records should be promptly forwarded to the FOIA Coordinator for review.

- e. The FOIA Coordinator will keep a copy of all written requests for public records received by the District on file for a period of at least 1 year.
- f. A person may subscribe to future issuances of public records created, issued, or disseminated on a regular basis, such as notices or agendas of board meetings. In all other respects, if the requested public record does not exist as of the date requested, the District has no obligation under the FOIA to create the requested record or to provide a copy if created on a later date. A subscription is valid for up to 6 months and may be renewed by the subscriber.
- g. The FOIA Coordinator will, upon written request, furnish a certified copy of a public record to the requester.

2. Responses

- a. Unless otherwise agreed to in writing by the person making the request, the District must respond to a written request under FOIA within 5 business days (excluding weekends and legal holidays) after the District receives the request by doing one of the following:
 - i. granting the request;
 - ii. sending written notice denying the request;
 - iii. granting the request in part and issuing a written notice denying the request in part; or
 - iv. issuing a notice extending for not more than 10 business days the period during which the District will respond to the request. The District will not issue more than 1 notice of extension for a particular request.
- b. If a request is denied in whole or in part, the District must include in the written notice of denial an explanation of the basis for the denial and, if applicable, a certificate that the public record does not exist under the name given by the requester or by another name reasonably known to the District. A sample Certificate of Non-Existence of Public Record is included as Form 3501-F-2.
 - i. Exemptions to disclosure are set forth in Section 13 of the FOIA, MCL 15.243, which is available on the Michigan Legislature's website at www.legislature.mi.gov.
 - ii. If a public record or information is separated and exempt from disclosure (redacted), the District will describe generally the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.
- c. The date for responding to a FOIA request depends upon the manner in which the request was delivered. A request sent by mail or delivered by

hand is received for purposes of FOIA on the day it arrives at the District. A request sent by email, fax, or other electronic means is received for purposes of FOIA 1 business day after the date on which it was electronically transmitted. If a request is sent by email and is diverted to the District spam or junk mail folder, the request is not received until 1 day after the date it is discovered in the spam or junk mail folder. The FOIA Coordinator will include in the District's records both the time that a written request was delivered to its spam or junk-mail folder and the time that the District first became aware of that request. The District will review the FOIA Coordinator's spam or junk mail folder at least once every 30 days.

- d. If a request is fully granted, the District will provide copies of, or an opportunity to inspect, all the public records that were requested upon payment of the appropriate fee (if any). No pages will be left out, and nothing will be redacted.
- e. The District will provide reasonable facilities for a requester to inspect non-exempt public records. The facilities will be available during the District's normal business hours. The FOIA Coordinator will establish rules regulating the manner in which records may be inspected to protect the District's records from loss, alteration, mutilation, or destruction or to prevent undue interference with the District's normal operations.
- f. The FOIA identifies numerous specific exemptions to disclosure. If a request includes information that is exempt from disclosure, the District will provide a written response and list the reason(s) why the record(s) or portions of records will not be disclosed. The District will include a link to, or a copy of, these Procedures and Guidelines (including the Public Summary and Forms 3501-F-1, 3501-F-2, and 3501-F-3) with each denial.
- g. If a request is partially denied, it means that some records or parts of records will be disclosed, and that some records or parts of records will not be disclosed. The District will provide copies of, or an opportunity to inspect, the non-exempt records, but exempt information (which may consist of entire documents, pages, or information on a page) may be withheld or redacted. The District will include in the written notice of denial-in-part an explanation of the basis for the denial-in-part and, if applicable, a certificate that one or more of the public records does not exist under the name given by the requester or by another name reasonably known to the District. The District will include a link to, or a copy of, these Procedures and Guidelines (including the Public Summary and Forms 3501-F-1, 3501-F-2, and 3501-F-3) with each denial.
- h. Failure of the District to respond to a FOIA request within the prescribed timelines constitutes denial of the request. The fee the District is permitted to charge will be reduced by 5% per day, up to a 50% reduction, if the failure to timely respond was willful or intentional or if the request included

language described in FOIA as readily conveying a FOIA request. (See Section B.4., Fees).

- i. The FOIA does not require the District to create any records or to make compilations, summaries, or reports of existing records. If a request seeks records that do not exist, the District will certify that no records responsive to the request exist under the name or description provided in the request or another name known to the District. (See sample Certificate of Non-Existence of Public Record included as Form 3501-F-2).
 - j. If a request asks for information that is available on the District's website, the District will notify the requester in its response where the records may be found. If a requester seeks paper copies of information available on the website, the District may charge the fees noted below and on the Fee Itemization Form, except that there will be no charge for separating exempt from non-exempt material.
 - k. In lieu of paper copies, the requester may stipulate that the District provide non-exempt public records on non-paper physical media, by electronic mail, or other electronic means. The District is not required to produce non-exempt public records on non-paper physical media if the District lacks the technological capability necessary to provide the requested records on the particular non-paper physical media stipulated in the particular instance. The District is not required to use non-paper physical media provided by the requester and, to safeguard the District's information technology infrastructure, will not do so.
3. Deposit Requirements
- a. Where the District estimates that the fee authorized under the FOIA and these Procedures and Guidelines for responding to a request will exceed \$50, the District may require a good-faith deposit from the requester before processing the request. A good-faith deposit will not exceed half of the total estimated fee and will include a detailed itemization of estimated fee amounts. The FOIA Coordinator will provide the requester with a detailed itemization of allowable fees estimated to be incurred by the District to process the request as well as notice of the date by which the deposit must be received, which is 48 days after the notice is sent by any means of transmission. The District will include with its request for a good-faith deposit a best efforts estimate of the time frame within which the District will provide the requested public records. The timeframe estimate is not binding on the District, but the estimate will be made in good faith and the District will strive to be reasonably accurate.
 - b. If a requester fails to pay the good-faith deposit within 48 days of the date of notice and if the requester has not filed an appeal of the deposit amount, the request will be considered abandoned by the requester and the District is no longer required to fulfill the request.

- c. If a requester previously requested public records from the District and if the District made the requested public records available on a timely basis but was not paid in full the total estimated fee for that previous request, the District may, to the extent permitted by the FOIA, require a deposit of up to 100% of the estimated fee for the subsequent request(s).

4. Fees

- a. A fee will not be charged for the cost to search, examine, review, and delete/separate/redact exempt from non-exempt information unless failure to charge a fee would result in unreasonably high costs to the District. In determining whether such costs are “unreasonably high,” the District will consider, on a case-by-case basis, the estimated costs given the volume and complexity of the request relative to the usual or typical costs incurred by the District in responding to FOIA requests.
- b. Fees are calculated using the Fee Itemization Form included with these Guidelines and Procedures as Form 3501-F-3. The District charges the following fees:
 - i. Labor costs incurred for searching for, locating, and examining public records. Labor costs are calculated in 15-minute increments (rounded down) and will not exceed the hourly rate of the lowest-paid employee capable of searching for, locating, and examining the public records. No overtime will be charged unless requested by the requester, approved by the District, and included on the Fee Itemization Form. The hourly rate of the lowest-paid employee capable of searching for, locating, and examining particular records may vary depending upon the nature of the records sought and the corresponding qualifications or authorizations required to search for, locate, or examine the requested record. All charges will be noted on the Fee Itemization Form.
 - ii. Labor costs for separating and deleting exempt information from non-exempt information. Labor costs are calculated in 15-minute increments (rounded down) and will not exceed the hourly rate of the lowest-paid employee capable of separating and deleting material that is exempt from disclosure from information that is non-exempt from disclosure. No overtime will be charged unless requested by the requester, approved by the District, and included on the Fee Itemization Form. The hourly rate of the lowest-paid employee capable of separating and deleting exempt information from non-exempt information may vary depending upon the nature of the records sought and the corresponding qualifications or authorizations required to separate and redact exempt information from non-exempt information. If the District FOIA Coordinator determines on a case-by-case basis that no employee of the District is capable of separating and deleting exempt from non-exempt material, the District may engage a contracted services provider and charge labor costs. Such labor costs will be calculated in 15-minute

increments (rounded down), and the hourly rate will not exceed 6 times the state minimum wage. All charges will be noted on the Fee Itemization Form.

- iii. Costs for non-paper physical media. A requester may stipulate that records be produced on non-paper physical media (e.g., a flash drive or CD). If the District has the technological capability to comply with the request for production on non-paper physical media, the District may charge the actual and most reasonably economical cost of the requested non-paper physical media, and the cost of non-paper physical media will be included on the Fee Itemization Form.
 - iv. Actual cost of duplication for paper records. The District will charge the actual cost of duplication (not to exceed 10 cents per sheet) for 8-1/2 by 11-inch sheets of paper or 8-1/2 by 14-inch sheets of paper. The actual cost of duplication will be charged for non-standard-sized sheets of paper and may exceed 10 cents per sheet. The District will utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.
 - v. Actual labor costs for duplication or publication. The District's charges for duplication or publication will not exceed the hourly rate of the lowest-paid employee capable of duplicating or publishing the records. The hourly rate of the lowest-paid employee capable of duplicating or publishing records may vary depending on the nature of the records sought. Duplication or publication fees are calculated in 15-minute increments (rounded down). All charges will be noted on the Fee Itemization Form.
 - vi. Postal delivery charges. The District may charge the costs of the least expensive form of postal delivery. If a requester asks for expedited mailing and if the District agrees to provide expedited mailing, the actual cost of the expedited mailing may be charged and must be included on the Fee Itemization Form.
 - vii. Fringe benefits. The District may add to the labor charges described above the actual cost of the public employee's fringe benefits, up to 50% of the labor costs. Fringe benefits must be noted on the Fee Itemization Form.
 - viii. Overtime wages. No overtime will be charged unless requested by the requester, approved by the District, and included on the Fee Itemization Form.
- c. Each of the fee components described above must be specifically listed on the Fee Itemization Form. A completed copy of the Fee Itemization Form will be included with the response to the request. A copy of the Fee

Itemization Form is included with these Procedures and Guidelines as Form 3501-F-3.

- d. Fee reductions. If the FOIA Coordinator does not respond to a written request within the time frames required by FOIA, the District will reduce the charges for labor costs otherwise permitted under FOIA and these Procedure and Guidelines by 5% for each day the District exceeds the time permitted for a response to the request, up to a maximum 50% reduction, if either of the following applies:
 - i. The late response was willful and intentional.
 - ii. The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment or specifically included the words, characters, or abbreviations for “freedom of information,” “information,” “FOIA,” “copy,” or a recognizable misspelling of such, or appropriate legal code reference for the FOIA, on the front of an envelope or in the subject line of an electronic mail, letter, or facsimile cover page.

If a fee reduction is required, the District will fully note the fee reduction on the detailed Fee Itemization Form (Form 3501-F-3).

- e. Payment. The FOIA Coordinator will require that payment be made in full for the allowable fees before the requested records are made available.
- f. Fee waivers. A search for a public record may be conducted, or copies of public records may be furnished, without charge or at a reduced charge if the District determines, in its discretion, that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public records can be considered as primarily benefiting the general public.
- g. Discounts. Under the following circumstances, a public record search will be made by the District and a copy of a non-exempt public record will be furnished without charge for the first \$20 of the fee:
 - i. if an individual who is entitled to information under the FOIA:
 - submits an affidavit stating that the individual is receiving specific public assistance or is unable to pay the fee because of indigence and stating that the individual is not making the request in conjunction with outside parties in exchange for payment or other remuneration; and
 - that individual has not previously received discounted copies of public records from the District twice during the same calendar year.

- ii. if a nonprofit corporation formally designated by the State of Michigan to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-319, or their successors, submits a request that meets all of the following requirements:
 - is made directly on behalf of the organization or its clients;
 - is made for a reason wholly consistent with the mission and provisions of those laws under Mental Health Code Section 431, 1974 PA 258, MCL 330.1931; and
 - is accompanied by documentation of its designation by the state, if requested by the District.

5. Appeals

A requester may appeal any denial of records or any fee charged for public records.

a. Challenge to Record Denial.

- i. If the District denies a request for records, the requester may either:

A) appeal to the District's Board; or

B) commence an action in the circuit court in [REDACTED] County within 180 days of the denial.

- ii. If the requester appeals to the Board, the appeal must specifically state the word "appeal" and state the reason(s) that the denial should be reversed. The following rules apply to record denial appeals to the governing board:

A) An appeal is not "received" until the first regularly scheduled board meeting after the appeal is submitted.

B) Within 10 business days after receiving the appeal, the Board will do one of the following:

- reverse the denial;
- issue written notice upholding the denial;
- reverse the denial in part and issue written notice upholding the denial, in part; or
- issue written notice extending the time for response by not more than 10 business days.

- C) If the Board fails to respond in a timely manner to the written appeal or upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requester may seek judicial review by commencing a civil action in circuit court.
- iii. A requester is not required to submit an appeal to the Board before commencing a civil action in circuit court to challenge a disclosure denial. If a circuit court determines that the requested record is not exempt from disclosure, the court will order the District to cease withholding or to produce all or a portion of the public record determined to have been wrongfully withheld. If the court determines that a disclosure denial was arbitrary and capricious, willful and intentional, or made in bad faith, the court will order that the District pay a civil fine to the state and punitive damages to the requester. If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced in the circuit court, the court will also require the District to pay the requester's reasonable attorneys' fees, costs, and disbursements. If the requester or the District prevails in part, the court may, in its discretion, award the District all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.
- b. Challenge to fee. If the District requires a fee (defined to include a deposit) that the requester believes exceeds the amount permitted under the FOIA or these publicly available Procedures and Guidelines, the requester may, within 45 days after receiving notice of the required fee, commence an action in the circuit court for the county in which the public record or the District's office is located.
 - i. If a court determines that the fee exceeds the amount permitted under the FOIA or these Procedures and Guidelines, the court will reduce the fee to the permissible amount (if any).
 - ii. If the requester prevails in an action commenced under this section by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.
 - iii. If the court determines that the District arbitrarily and capriciously violated FOIA by charging an excessive fee, or by acting in bad faith, the court will order that the District pay a civil fine to the state and punitive damages to the requester.

6. Questions

Any questions about these Procedures and Guidelines should be directed to the District's FOIA Coordinator.

7. Related Forms

- a. 3501-F-1 Sample FOIA Request Form
- b. 3501-F-2 Sample Certificate of Non-Existence of Public Record
- c. 3501-F-3 Standard Form for Detailed Itemization of Fee Amounts

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3500 FOIA Requests and Record Retention

3501-F-1 Sample FOIA Request Form

[Date]

FOIA Coordinator

[Insert District Address]

Re: Freedom of Information Act Request

Dear FOIA Coordinator:

Pursuant to the Michigan Freedom of Information Act, MCL 15.231 et seq., I am writing [to inspect / to copy / to obtain copies of] the following public records:

[Insert description of records sought]

Optional: Please provide a copy of the requested public records on [Insert description of desired non-paper physical medium, such as CD or flash drive].

Optional: Please waive or reduce the fee to search for or furnish copies of the requested public records on grounds that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public records can be considered as primarily benefiting the general public.

Optional: Please furnish the requested records without charge for the first \$20 of the fee because (A) I am receiving public assistance [Insert specific description] or I am unable to pay the fee because of indigence; (B) I am not making this request in conjunction with outside parties in exchange for payment or other remuneration; and (C) I have not previously received discounted copies of public records from the [Public Body] twice during this same calendar year.

Optional: Please furnish the requested records without charge for the first \$20 of the fee because (A) this request is made directly on behalf of a nonprofit corporation formally designated by the State of Michigan to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-319, or their successors, or on behalf of its clients; (B) this request is made for a reason wholly consistent with the mission and provisions of those laws under Mental Health Code Section 931, MCL 330.1931; and (C) this request is accompanied by documentation of designation by the State of Michigan.

Optional: I am writing to request, pursuant to the Michigan Freedom of Information Act, MCL 15.231 et seq., to subscribe for up to six months to the following future issuances of public records created, issued, or disseminated by [Public Body] on a regular basis: [Insert specific description].

Please contact me if you have any questions.

Sincerely,

[Requester Name]

[Requester Address]

[Requester Email]

[Requester Phone Number]

Series 3000: Operations, Finance, and Property

3500 FOIA Requests and Record Retention

3501-F-2 Certificate of Non-Existence of Public Record

To be sent on District letterhead.

[Date]

[Requester's Name]

[Requester's Address]

Re: Freedom of Information Act Request Dated [], 20[]

Dear [Mr./Ms.]:

[Insert District Name] is in receipt of your letter dated [], 20[], regarding a request under the Michigan Freedom of Information Act ("FOIA"). Your letter was received on [Insert statutory receipt date]. You requested [Insert description of records sought].

I hereby certify, pursuant to Section 5(5)(b) of FOIA, that your FOIA request is denied because, to the best of my knowledge, information, and belief, no public records exist as of [Insert statutory receipt date], under the name(s) set forth in your request as detailed below, nor under another name reasonably known to the District. MCL 15.235(5)(b).

**Right to Appeal Disclosure Denial
and Recover Attorneys' Fees and Costs**

If a public body makes a final determination to deny all or a portion of a FOIA request, the requester may do one of the following at his or her option:

- (1) Submit to the "head of the public body" (the Governing Board) a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the disclosure denial; or
- (2) Commence an action in the circuit court to compel the public body's disclosure of the public records.

If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under section 10 of the FOIA, the court will award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award will be assessed against the public body liable for damages that kept or maintained the public record as part of its public function.

If the circuit court determines in an action commenced under section 10 of the FOIA that the District arbitrarily and capriciously violated the FOIA by refusal or delay in disclosing or providing copies of a public record, or that the District willfully and intentionally failed to comply with FOIA or otherwise acted in bad faith, the court will award, in addition to any actual or compensatory damages, punitive damages as prescribed in FOIA to the person seeking the right to inspect or receive a copy of a public record. The damages will not be assessed against an individual but will be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

A full explanation of your right to seek either appeal or judicial review is set forth in Section 10 of the FOIA, MCL 15.240.

A copy of the District's FOIA Procedures and Guidelines is available on the District's website at [\[Insert District website\]](#).

Very truly yours,

[\[Insert Name\]](#)

FOIA Coordinator

[\[Insert District Name\]](#)

Series 3000: Operations, Finance, and Property

3500 FOIA Requests and Record Retention

3501-F-3 Standard Form for Detailed Itemization of Fee Amounts

[Insert District Name]
FOIA Fee Itemization Form

Requester's Name: _____ Date on Request: _____

Date Received: _____ Estimated Fee: _____ -or- Actual Fee: _____

If estimated fee is over \$50, the District shall charge a good faith deposit of 50% of the estimated fee. Failure to pay the deposit within 48 calendar days of the District's notice constitutes abandonment, and the District is no longer required to fulfill the request.

Estimated date FOIA response will be available: _____

Labor Costsii

Searching/Locating/Examining Records

Hoursiii x \$ Hourly Wage + Fringe Benefitiv =

Separating and Deleting Exempt from Non-Exempt Information/Records

Employee

Hoursv x \$ Hourly Wage + Fringe Benefit =

Contracted Labor (if any)

Name of person or firm engaged _____

Hours x \$ Hourly Wagevi =

Duplicating or Publishing Records

Hoursvii x \$ Hourly Wage + Fringe Benefit =

Non-Paper Physical Media

USB Flash Drives, CDs, DVDs, Other: _____ \$ _____

Postal Delivery Charges

Actual Cost of Mailingviii \$ _____

Copying Costs for Paper Copiesix

Letter (8 1/2" x 11") Cost per page \$0. _____ x # of sheets _____ = \$ _____

Legal (8 1/2" x 14") Cost per page \$0. _____ x # of sheets _____ = \$ _____

Discounts

Qualified for Discount Yes No If yes, subtract \$20. (\$ _____)

Indigence (maximum of 2 discounts per calendar year)

State Designated Non-Profit (e.g., MPAS) (unlimited number of discounts)

Totals

1/2 Total Costs \$ _____

Total Discounts (\$ _____)

Total Due \$ _____

Date Delivered: _____ Date Paid: _____

i A FOIA request is received on the date that it is hand-delivered or mailed to the District. A FOIA request is generally deemed as received one business day after a facsimile, email, or other electronic transmission.

ii A fee shall not be charged to search, locate, examine, review, or delete/separate/redact exempt from non-exempt information unless failure to charge would result in unnecessarily high costs to the District.

iii The hourly rate shall not be more than the hourly wage of the lowest-paid staff member capable of performing the labor in the particular instance. Labor costs shall be estimated and charged in increments of 15 minutes, with all partial time increments rounded down.

iv The District may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits. Under no circumstances shall the District charge more than the actual cost of fringe benefits.

v Labor costs shall be estimated and charged in increments of 15 minutes with all partial time increments rounded down.

vi Contracted labor costs must not exceed an amount equal to 6 times the state maximum hourly wage rate.

vii Labor costs for duplicating or publishing records may be estimated and charged in time increments of the District's choosing, with all partial time increments rounded down. The District has determined to charge labor costs for duplicating or publishing records in 15-minute increments

viii The public body shall not provide expedited shipping or insurance unless specifically requested by the requester but may otherwise charge for the least expensive form of postage delivery confirmation when mailing public records

ix The fee shall not exceed 10 cents per sheet of paper (one-sided or two-sided) for copies made on 8½ x 11-inch sheets of paper or 8½ x 14-inch sheet of paper.



Series 3000: Operations, Finance, and Property

3500 FOIA Requests and Record Retention

3502 Record Retention

A “public record” means a writing prepared, owned, used, in the possession of, or retained by the District in the performance of an official function, from the time it is created.

The District will comply with all federal and state record retention requirements and with Michigan’s general record retention schedules. Regardless of format, the District will make public records accessible for the applicable retention period.

- A. The District will store its public records in a secure and stable environment, whether digital or physical, and protect them from tampering and damage.
- B. Disposal of Records
 1. Once a public record has been retained for the duration required by law, the District may dispose of the public record unless the disposal or preservation of a public record is mandated by law or Policy.
 2. The District will not destroy a public record responsive to a FOIA request received before the date the record is destroyed until the District has produced the public record or determined it is exempt from disclosure.

C. Litigation, Investigation, or Audit Holds

The Superintendent or designee will issue a hold directive to all persons suspected of having records that may relate to the potential issues in a reasonably anticipated or pending litigation, investigation, or audit. A hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation, investigation, or audit hold has been lifted.

Legal authority: MCL 15.231-246; MCL 399.811; MCL 750.491; *General Retention Schedule Nos. 1, 2, 23, 26, 30, 31*

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4101 *Non-Discrimination*

A. Equal Employment Opportunity

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

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

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

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

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

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

- Family and Medical Leave Act of 1993 (FMLA), which requires covered employers to provide up to 12 work weeks of unpaid, job-protected leave to eligible employees for certain family, military, and medical reasons, and up to 26 work weeks to care for a covered service member with a serious injury or illness;
- Earned Sick Time Act (ESTA), which provides eligible employees with earned sick time that may be used for certain reasons;
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which provides job protection and reemployment rights to individuals who voluntarily or involuntarily leave employment to undertake military service, including military reservists and National Guard members called to duty;

- Public Employment Relations Act of 1947 (PERA), which prohibits a public employer from discriminating against an employee based on membership or non-membership in a labor organization;
- Fair Labor Standards Act of 1938 (FLSA), which establishes minimum wage, overtime pay, record keeping, and youth employment standards affecting employees; and
- Michigan Whistleblower Protection Act of 1980, which protects employees who report a violation or suspected violation of state, local, or federal law and employees who participate in hearings, investigations, or court actions.

B. Reporting Requirements

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

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

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

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

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

C. Employment Discrimination Compliance Training

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

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

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

Legal authority: 20 USC 1681 et seq.; 29 USC 206 et seq., 701 et seq., 2601 et seq.; 38 USC 4301 et seq.; 42 USC 2000d et seq., 2000e et seq., 2000ff et seq., 12101 et seq.; H.R. 2617-1626, 117th Cong. § 103(1) (signed into

law December 29, 2022); MCL 37.1101 et seq., 37.2101 et seq.; MCL 423.201 et seq.; MCL 750.556; 34 CFR 106.1 et seq.; MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 2024 Mich LEXIS 1454 (July 31, 2024)

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4102 *Anti-Harassment*

A. Policy Statement

Employees will have the opportunity to work in an atmosphere free from unlawful harassment as defined by state, federal, and local laws.

The District will promptly and thoroughly investigate complaints alleging unlawful harassment and take appropriate action, including discipline, against any person found to have engaged in unlawful harassment.

- B. The District's procedures for investigating unlawful harassment are contained in Policy 3115-3115H. The District's procedures for investigating Title IX sexual harassment are contained in Policy 3118.

C. Reporting Requirements

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

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

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

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 106.1 et seq.; 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) identified in Policy 3115B. Reports must be made in good faith. An employee who makes or is about to make a report in good faith and in compliance with this Policy will not be discharged, subject to adverse employment action, or subject to other discrimination or retaliation because the employee was about to make or made a report.

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

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

Legal authority: MCL 15.361 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4104 Employment Complaint Procedure for Allegations Implicating Civil Rights

This employment complaint procedure for allegations implicating an employee's civil rights is designed to facilitate: (1) prompt notification of alleged Unlawful Discrimination, including unlawful 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, harassment, 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, 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 the Employment Compliance Officer or applicable coordinator listed in Policy 3115B.
2. A complaint of Unlawful Discrimination, including harassment or Retaliation, may be made verbally or in writing. The complaint will be memorialized on Form 3115-F-1.
3. A complaint alleging Title IX sexual harassment must be in writing. Policy 3118 governs the Title IX sexual harassment complaint procedures.

B. Investigation Procedures

A written or verbal report (including an anonymous report) of Unlawful Discrimination, including harassment or Retaliation, will be investigated promptly and thoroughly using the Grievance Procedure outlined in Policy 3115E, unless the Complaint is dismissed pursuant to Policy 3115F or informal resolution is reached pursuant to Policy 3115D.

A complaint alleging Title IX sexual harassment will be investigated pursuant to the process set forth in Policy 3118.

C. Reports to State or Federal Administrative Agencies

Any person who believes that he/she was the victim of Unlawful 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 Unlawful Discrimination, including unlawful harassment or Retaliation, also file a complaint with the District to ensure that the District can take steps to prevent further Unlawful 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, 106.1, et seq.; 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 Disability Workplace Accommodations for Employees and Applicants

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

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

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

Upon receipt of an accommodation request, the District will begin the interactive process with the employee or applicant to consider reasonable accommodation options consistent with the ADA, Section 504, and the MPDCRA [Optional: using the interactive process form, Form 4105-F].

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

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

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

The District may require a medical statement supporting the requested accommodation. The District may also require an employee to undergo an independent medical examination, limited to the accommodation request, at the District's expense. Medical information will be kept confidential.

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

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

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105-F Disability Workplace Accommodations for Employees and Applicants

CONFIDENTIAL: Guide to the Interactive Process

To be completed by the human resources administrator in coordination with the employee’s supervisor or applicant.

Step 1 — Gather Relevant Information

The administrator should obtain:

- Employee’s or applicant’s written request for accommodation(s)
- Certification and other relevant information from physician/health care provider, if necessary. Medical information will be kept confidential
- Job description
- Collective bargaining agreement or individual employment contract

Step 2 — Explain How the Physical or Mental Impairment Substantially Limits One or More Major Life Activities

Describe the impairment: _____

Describe the major life activity/ies affected: _____

Step 3 — Identify Essential Job Functions in Consultation with the Employee’s Supervisor

Step 4 — Discuss with Employee or Applicant

Document interactive discussions with employee or Applicant, including dates, names of persons present, and content of discussion.

Date	Description of Meeting
_____	_____
_____	_____
_____	_____

Step 5 — Requested Accommodation(s)

List all accommodation(s) identified in the interactive discussions:

Step 6 — Evaluate Proposed Accommodation(s)

Analyze the reasonableness of the identified accommodation(s):

Step 7 — Accommodation(s) Offered

Specific accommodation(s) to be provided, including dates accommodation(s) will begin and/or end:

Reasons for denial of any accommodation(s) requested by the employee:

Step 8 — Evaluate Accommodation(s) Provided

Conduct periodic checks with the employee to ensure that the accommodation(s) is effective. If not, re-engage in the interactive process. Document these discussions, noting the dates of the meeting, the content of the discussion, and next steps.

Date	Description of Meeting
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Retain this document in the employee’s confidential personnel file or similar file for applicants.

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105A *Pregnancy Workplace Accommodations for Employees and Applicants* [Recommended for Districts with 15 or More Employees] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

The District complies with state and federal law prohibiting pregnancy discrimination. The District will provide reasonable accommodations to known limitations related to pregnancy, childbirth, or related medical conditions of a qualified employee absent an undue hardship. The District treats pregnancy or related conditions as any other temporary medical condition for all job-related purposes. For purposes of this policy, the term “employee” includes an applicant for employment where relevant.

For an employee who requires a reasonable accommodation due to a known limitation related to pregnancy, childbirth, or related medical conditions, the employee or the employee’s representative must make a proper District official (as identified in Pregnant Workers Fairness Act (“PWFA”) regulations) aware of the limitation.

Upon receipt of an accommodation request, the District will begin the interactive process with the employee to consider whether the employee is qualified under the PWFA and, if so, reasonable accommodation options consistent with the PWFA that do not cause undue hardship [Optional: using the interactive process form, 4105A-F].

Determining whether an employee is qualified may be a two-step inquiry. First, the District will determine whether the employee can perform the essential job functions of the employee’s position with or without a reasonable accommodation. If so, the employee is qualified. If not, then the District will consider the employee to be qualified if: (1) any inability to perform an essential job function(s) is for a temporary period, (2) the essential function(s) could be performed in the near future, and (3) the inability to perform the essential function(s) can be reasonably accommodated without an undue hardship.

Reasonable accommodation requests will not be granted if they cause an undue hardship, as defined by law. The District may require medical documentation supporting the requested accommodation where allowed by law because the information is necessary for assessing the accommodation request. Medical information will be kept confidential.

After considering any relevant medical information, essential job functions, and the employee’s requested accommodations, the District will, as appropriate, implement reasonable accommodations for a qualified employee that do not cause an undue hardship. The District is not obligated to adopt the employee’s specific accommodation request. The District may engage or re-engage in the interactive process, as necessary.

A reasonable accommodation may include a voluntary leave of absence. If an employee has insufficient leave or insufficient accrued employment time to qualify for leave, or if the

District does not maintain a leave policy applicable to the employee, the District will treat any pregnancy or related conditions as a justification for a voluntary leave of absence without pay for a reasonable period of time, at the conclusion of which the employee will be reinstated to the status held when the leave began or to a comparable position without decrease in rate of compensation or loss of promotional opportunities, or any other right or privilege of employment.

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

Legal authority: 42 USC 2000gg et seq.; 29 CFR 1636.1 et seq.; 34 CFR 106.57

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105A-F Pregnancy Workplace Accommodations for Employees and Applicants

CONFIDENTIAL: Guide to the Interactive Process

To be completed by the human resources administrator in coordination with the employee’s supervisor or applicant.

Step 1 — Gather Relevant Information

The administrator should obtain:

- Employee’s or applicant’s written request for accommodation(s)
- Relevant information from health care provider, if permitted. Medical information will be kept confidential
- Job description
- Collective bargaining agreement or individual employment contract

Step 2 — Identify Essential Job Functions in Consultation with the Employee’s Supervisor

Step 3 — Discuss with Employee or Applicant

Document interactive discussions with employee or applicant, including dates, names of persons present, and content of discussion.

Date	Description of Meeting
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Step 4 — Requested Accommodation(s)

List all accommodation(s) identified in the interactive discussions:

Step 5 — Evaluate Proposed Accommodation(s)

Analyze the pros, cons, and reasonableness of the identified accommodation(s):

Note: the following will be, in virtually all cases, reasonable accommodations that will not cause an undue hardship when they are requested as workplace accommodations by an employee who is pregnant: (i) Allowing an employee to carry or keep water near and drink, as needed; (ii) Allowing an employee to take additional restroom breaks, as needed; (iii) Allowing an employee whose work requires standing to sit and whose work requires sitting to stand, as needed; and (iv) Allowing an employee to take breaks to eat and drink, as needed. See 29 CFR 1636.3(j)(4).

Step 6 — Accommodation(s) Offered

Specific accommodation(s) to be provided, including dates accommodation(s) will begin and/or end:

Reasons for denial of any accommodation(s) requested by the employee:

Step 7 — Evaluate Accommodation(s) Provided

Conduct periodic checks with the employee to ensure that the accommodation(s) is effective. If not, re-engage in the interactive process. Document these discussions, noting the dates of the meeting, the content of the discussion, and next steps.

Date	Description of Meeting
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Retain this document in the employee’s confidential personnel file or similar file for applicants.

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105B Religious Workplace Accommodations for Employees and Applicants

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

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

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

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

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4100 General Operations

4105B-F Religious Workplace Accommodations for Employees and Applicants

Section I (to be completed by employee or employment applicant)

Please identify your sincerely held religious belief, practice, or observance and how it conflicts with a District requirement.

For each District requirement for which you are requesting an accommodation, please identify your preferred accommodation.

Please identify any other accommodations that would also eliminate the conflict between your sincerely held religious belief, practice, or observance and the applicable District requirement.

I declare that the above information is true and accurate. I understand that knowingly providing false information on this form may subject me to criminal and civil penalties and, if I am a District employee, disciplinary action.

Signature of Person Requesting Accommodation

Date

Printed Name of Person Requesting Exemption

Section II (to be completed by District Administrator)

Step 1 – Engage in Interactive Process

Document discussions with employee or employment applicant, including dates, names of persons present, and content of discussion.

Step 2 – Evaluate Proposed Accommodations

Analyze the reasonableness of the identified accommodations, along with whether any identified accommodations would pose an undue hardship.

Step 3 – Accommodations Provided

List specific accommodations to be provided, including dates accommodation will start and end.

Series 4000: District Employment

4100 Employee Rights and Responsibilities

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

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

A. Qualifying for FMLA Leave

1. Employee Eligibility

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

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

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

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

2. Qualifying Events

a. An eligible employee may take FMLA leave, up to a total of 12 work weeks, during any 12-month period for any one or more of the following:

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

3. Limitations on FMLA Leave

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

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

B. FMLA Notice

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

C. Certification

1. If an employee requests FMLA leave due to the employee's serious health condition or to care for a Parent, child, or spouse with a serious health condition, the employee must provide medical certification from a health care provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the family member and the expected

duration of the leave. Employees requesting leave for a qualifying exigency or leave to care for a covered service member with a serious injury or illness must provide the appropriate certification. The District will provide the employee with the appropriate DOL form applicable to the employee's requested leave.

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

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

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

D. Concurrent Leave and Substitution of Paid Leave

FMLA leave provided to employees is unpaid, unless the employee has applicable paid leave. Applicable paid leave (e.g., sick, personal, business, vacation, paid time off, leave under Michigan Earned Sick Time Act (ESTA), or workers' compensation) will run concurrently with FMLA leave at the election of either the District or the employee. The ability to use paid leave concurrently with FMLA leave is subject to compliance with the procedures and conditions normally associated

with the paid leave. A medical leave of absence covered by workers' compensation runs concurrently with FMLA leave and consistent with an applicable individual employment contract or collective bargaining agreement. FMLA leave beyond an employee's applicable accrued paid leave is unpaid.

E. Intermittent and Reduced Schedule Leave

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

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

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

F. Group Health Plan Benefits

1. Eligible employees are generally entitled to the continuation of District-provided group health plan benefits while on FMLA leave. Group health plan benefits include medical, dental, and optical insurance coverages in which the employee is enrolled at the time that FMLA leave is taken.

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

G. Return to Work

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

during the 2-week period immediately before the end of the term or semester and the leave is to last more than 2 weeks.

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

4. Fitness for Duty

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

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

H. Denial of Key Employee Restoration

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

- c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice;
- d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration; and
- e. the District must maintain its group health plan cost, contributions, premium, or representative premium contributions for the employee's group health plan benefits for the entire term of the employee's FMLA leave, even after giving the employee notice that restoration will be denied.

I. Failure to Return to Work

1. An employee's unexcused failure to return to work upon expiration of FMLA leave will subject the employee to discharge unless the District grants an extension of leave as required by law or under a collective bargaining agreement, employee handbook, or individual employment contract. An employee who requests an extension of leave due to the continuation, recurrence, or onset of the employee's serious health condition, or the serious health condition of the employee's spouse, child, Parent, or covered service member or veteran, must submit to the employee's supervisor a written request for an extension. This written request must be made as soon as possible before the expiration of the employee's FMLA leave. Medical certification or recertification will be required to support any request for leave extension.
2. If an employee is unable to perform the essential functions of the position or an equivalent position at the end of FMLA leave, the District will comply with ADA requirements, as applicable.
3. If an employee fails to return to work after his/her FMLA leave expires, the employee must reimburse the District for any group health plan costs, contributions, premiums, and representative premiums that the District paid for continuation of the employee's group health benefits coverage during FMLA leave, unless the employee does not return due to: (a) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the District with sufficient certification from the proper health care provider of the continuation, recurrence, or onset of the serious health condition; or (b) other circumstances beyond the employee's control. This provision does not apply to any group health plan cost, insurance premium, or representative premium contributions made by the District for periods during which the employee used paid leave concurrently with FMLA leave.

J. Recordkeeping

1. The District will maintain the following records related to FMLA requests and use:
 - a. basic payroll information;

- b. dates (or hours) during which eligible employees take FMLA leave;
 - c. copies of all notices, requests, and other documents related to FMLA leave;
 - d. copies of documents evidencing group health plan cost contributions, insurance premium, and representative premium payments made by the District on behalf of an eligible employee on FMLA leave; and
 - e. documents related to disputes about eligibility or designation of FMLA leave.
2. Medical certifications and other medical documentation related to FMLA leave will be maintained in a separate, confidential file from an employee's personnel file. See Policy 4224.

K. Notice to Employees

The District will post the appropriate notice of rights poster in a location easily seen by employees and include a general notice of employee FMLA rights in applicable employee handbooks or by providing employees notice at their time of hire.

Legal authority: 29 USC 2601 et seq.; 29 CFR 825.100 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4107 Military Leave

The District complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA), Michigan's Military Leaves Reemployment Protection Act (MLRPA), and Michigan's Public Employees Entering Armed Forces Act (MPEEAFA). The term "military service" as used in this Policy includes the "uniformed services" as defined in the USERRA, "service" as defined in the MLRPA, and "military duty" as defined in the MPEEAFA.

Military service also includes service and training in the Army, Navy, Marine Corps, Air Force, Space Force, Coast Guard, applicable reserve forces, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service, and other categories of persons designated by the U.S. President in times of war.

In qualifying circumstances, eligible full- and part-time employees may take leave related to military service and are entitled to reemployment and other rights during and at the conclusion of military leave. Military leave is unpaid, but employees may use accrued applicable paid leave for all or a portion of their military leave in accordance with a collective bargaining agreement or individual employment contract.

A. Employee Notice and Eligibility

1. Advance notice of military service is required, unless that service prevents advance notice or notice is otherwise unreasonable or impossible.
2. Employees are eligible for military leave when called to provide military service, whether voluntary or involuntary.
3. Military leave may be taken for the purpose of active duty, active duty training, inactive duty training, full-time National Guard duty, examinations to determine fitness for duty, funeral honors duty, duty related to the National Disaster Medical System, or any other activity authorized by law.

B. Reemployment Rights

1. Employees returning from military leave are entitled to prompt reemployment pursuant to conditions in the law.
2. Employees may be disqualified from reemployment when: (a) discharged dishonorably or for bad conduct; (b) separation from military service is considered "other than honorable" by the applicable military branch; (c) dismissal occurs via court martial or by order of the U.S. President; or (d) the employee is dropped from the military service rolls because of an unauthorized absence from military service or imprisonment.

3. The District may deny reemployment after military leave if the District's circumstances have changed to make reemployment impossible or unreasonable.

C. Reemployment Positions

An employee's reemployment position upon returning from military leave depends on the length of the employee's military service, advancement if the employee had remained continuously employed, the employee's qualifications, and other factors described in the law.

D. Pay and Rights Upon Reemployment

1. Upon reemployment, an employee receives seniority and other rights and benefits determined by seniority that the employee had attained on the date that military leave began, plus the additional seniority and rights and benefits that the employee would have attained if the employee had remained continuously employed. An employee is entitled to any other rights and benefits not determined by seniority as are generally provided by the District to other employees having similar seniority, status, and pay when taking a non-military leave.
2. Upon reemployment, an employee's eligibility calculation for leave under the FMLA will assume that the employee worked for the District during the period of military leave.
3. Upon reemployment, an employee may not be discharged except for a reason constituting just cause for a period of up to 1 year after reemployment from military leave depending on the length and type of military service.

E. Benefits

1. If an employee commencing military leave has coverage under a District-provided group health benefit plan, the employee may (at the employee's expense) elect to continue coverage for the employee, the employee's spouse, and/or the employee's dependents, subject to conditions in the law.
2. If an employee's health insurance coverage is terminated consistent with the law, upon reemployment, the employee (and the employee's spouse and dependents) is immediately eligible for reinstatement of health insurance coverage.

F. Notice and Complaints

1. Notice of employee rights under the USERRA will be posted in an appropriate location.
2. The District will not retaliate or take adverse action against an employee based on the employee's exercise of rights under the law.

3. An employee must immediately contact the Employment Compliance Officer(s) if the employee believes the District has violated the law or this Policy. The District will investigate the complaint pursuant to Policy 4104.

Legal authority: 38 USC 4301 et seq.; MCL 32.271 et seq.; MCL 35.351 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4108 Union Activity and Representation

The District will not engage in any of the following:

- interfere with, restrain, or coerce employees in the exercise of their rights under the Public Employment Relations Act (PERA);
- discriminate in regard to hire, terms, or other conditions of employment based on membership or non-membership in a labor organization;
- discriminate against an employee because he/she has given testimony or instituted proceedings under PERA;
- initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization; and
- use public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees, unless a collective bargaining agreement expressly permits dues or service fee deductions from wages. Upon the expiration of the collective bargaining agreement, the District is not obligated to collect labor organization dues or service fees. [Optional: Unless prohibited by a collective bargaining agreement, the District may charge an administrative fee to the labor organization for collecting and processing dues and other deductions on the organization's behalf.]

This Policy must be implemented consistent with Policy 1101.

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

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

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

Legal authority: MCL 423.209, 423.210; *Janus v AFSCME*, Council 31, 138 S. Ct. 2448 (2018); *NLRB v J Weingarten, Inc*, 420 US 251 (1975)

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4109 *Break Time for Nursing Mothers* [Recommended for districts with 50 or more employees] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

Each time an employee needs to express breast milk during the 1-year period after the child’s birth, the District will provide reasonable break time for this purpose in a place, other than a bathroom, that is shielded from view and free from intrusion by co-workers and the public [Optional: or additional time may be granted for appropriate cause as determined by the Superintendent or designee]. For non-exempt employees, break time for expressing breast milk will be unpaid unless the employee is not completely relieved from duty during the entirety of the break, or the employee uses paid break time to which the employee is otherwise entitled under an applicable collective bargaining agreement, individual employment contract, or employee handbook. A longer accommodation may be available under the Pregnant Workers Fairness Act.

Legal authority: 29 USC 218d; 34 CFR 106.57

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4110 Reimbursement

The District may reimburse an employee for actual, necessary, and reasonable expenses incurred in the performance of official or appropriately authorized duties. As a condition to reimbursement, the District may require pre-approval of an expense.

Subject to prior written approval of the Superintendent or designee, an employee may attend workshops, conferences, trainings, programs, official functions, hearings, and meetings that assist in work performance and are in the District's best interests.

Reimbursement may include expenses for registration, tuition, fees, charges, travel expenses, meals (except alcohol), lodging, or other related expenses as the Superintendent or designee deems appropriate and as permitted by law.

This Policy will not be construed in a manner that restricts reimbursement provisions in any applicable collective bargaining agreement, individual employment contract, or employee handbook.

Legal authority: MCL 380.11a(3), 380.1254(1), 380.1804

Date adopted:

Date revised:

Series 4000: District Employment

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4111 *Professional Development*

A. General

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

B. Teachers

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

The District must document the following information:

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

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

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

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

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

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

C. Professional Staff

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

D. Maintaining Certifications and Licenses

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

E. Other Employees

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

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

Date adopted:

Dated revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4112 Extracurricular Employees or Volunteers

Persons employed in extracurricular activities, such as athletic coaches, advisors, or activity sponsors, and whose primary duty is instructing students in the rules, fundamentals, or techniques of the related sport or activity, but who are not otherwise employed by the District, are exempt from the Fair Labor Standards Act's minimum wage and overtime requirements.

Persons engaged as volunteers in the District's extracurricular activities may be paid a stipend at the end of the activity. Volunteer stipends must be limited to expenses incurred.

Extracurricular employees and volunteers serve on an at-will basis as determined by the Superintendent or designee.

Extracurricular employees are subject to background checks under Policy 4205. Volunteers may also be subject background checks under Policy 4205 or using another verified background check method.

Legal authority: DOL Opinion Letter FLSA 2018-6

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113 *Michigan Earned Sick Time Act (ESTA)* [Required for Districts with More Than 10 Employees] [Note: If the District has 10 or fewer employees, please contact the Thrun Board Policy Administrator to receive a different version of this ESTA policy.]

A. General

Eligible employees will accrue paid leave as provided by the ESTA. Applicable provisions of a collective bargaining agreement, individual employment contract, or handbook remain in place and may provide additional paid leave time that is not provided by the ESTA.

Unless otherwise agreed with union representation, the ESTA does not apply to employees subject to a conflicting collective bargaining agreement in effect on February 21, 2025, until the collective bargaining agreement expires.

The ESTA does not apply to an employee subject to a conflicting individual employment contract in effect on February 21, 2025, until that contract expires, if all of the following are satisfied:

- the District and the employee signed the contract on or before December 31, 2024;
- the contract is effective for not longer than 3 years; and
- the District notified the Michigan Department of Labor and Economic Opportunity (LEO) of the contract.

B. Definitions

1. "ESTA benefit year" means the 12-month period from July 1 to June 30. [Optional: may adjust 12-month period]
2. "Eligible employee" means an employee engaged in service to the District. The following, however, are not eligible employees:
 - a. an unpaid trainee or unpaid intern;
 - b. a person employed in accordance with the Michigan Youth Employment Standards Act, MCL 409.101, *et seq*; or
 - c. positions when the employee may schedule their own working hours as approved by the Superintendent or designee. For those approved positions, the District will not take adverse personnel action for failure to schedule a minimum amount of working hours.

If a collective bargaining agreement or contract meets the requirements in Section A above, then an employee covered by that contract is not an eligible employee until the contract expires.

3. "Family member" is defined as:
 - a. biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the eligible employee stands *in loco parentis*;
 - b. biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an eligible employee's spouse (under the laws of any state) or domestic partner or a person who stood *in loco parentis* when the eligible employee was a minor child;
 - c. an individual to whom the eligible employee is legally married under the laws of any state or a domestic partner;
 - d. grandparent, grandchild, and biological, foster, or adopted sibling;
 - e. an individual related by blood; or
 - f. an individual whose close association with the eligible employee is the equivalent of a family relationship.
4. "Earned sick time" means paid leave as allowed by the ESTA.
5. All other ESTA-defined terms apply to this Policy.

C. Wait Period and Leave Reinstatement Upon Re-Employment

A newly hired eligible employee may not use accrued earned sick time until 120 calendar days after the employee's start date, unless otherwise provided in a collective bargaining agreement, individual employment contract, employee handbook, or the ESTA.

Upon discharge or other separation from employment, an employee automatically loses accrued earned sick time unless the employee is rehired by the District within 2 months of the separation.

Accrued earned sick time that is not used before an employee's separation from employment will have no monetary value. If an employee separates from employment and is rehired by the District not more than two (2) months after separation, the District will reinstate previously accrued and unused earned sick time and allow the employee to use that earned sick time and accrue additional earned sick time upon reinstatement. This paragraph does not apply if the District paid the employee the value of the employee's unused accrued earned sick time at the time of separation.

D. ESTA Leave Accrual and Frontloading

1. Leave Accrual

Unless the District frontloads earned sick time under Section D(2), an eligible employee begins accruing earned sick time on February 21, 2025 or the employee's start date, whichever is later.

An eligible employee will accrue 1 hour of earned sick time for every 30 hours worked, but the eligible employee may only use up to 72 hours of earned sick time in a single ESTA benefit year. An FLSA-exempt eligible employee is assumed to work 40 hours per workweek unless the employee's normal workweek is less than 40 hours.

Up to 72 hours of unused accrued earned sick time will carry over from ESTA benefit year to ESTA benefit year.

2. Frontloading Leave

For each ESTA benefit year, the District may frontload earned sick time consistent with this policy, a collective bargaining agreement, or individual employment contract.

If frontloading, the District will grant a full-time eligible employee 72 hours of earned sick time at the beginning of an ESTA benefit year. For a part-time eligible employee, the District will provide the employee with:

- a written notice of how many hours the employee is expected to work during the ESTA benefit year at the time of hire;
- an amount of earned sick time at the beginning of the ESTA benefit year that is proportional to the earned sick time the employee would accrue if the employee worked all the hours in that written notice; and
- 1 hour of earned sick time for every 30 hours worked after the employee exceeds the work hours in that written notice.

Frontloaded earned sick time will not carry over from one ESTA benefit year to the next unless authorized in the applicable collective bargaining agreement, individual employment contract, or handbook.

3. Compliance Presumption

The District is in compliance with this Section D if it:

- provides an eligible employee with paid time off in at least the same amounts of time off described in the ESTA that may be used for ESTA purposes or any other approved purpose, with the time used for an ESTA purpose being subject to the ESTA; or

- is a signatory to a collective bargaining agreement that requires contributions to a multiemployer plan under the Employee Retirement Income Security Act, subject to certain conditions.

E. Additional Absences

Additional absences, above and beyond earned sick time under the ESTA, are governed by an applicable collective bargaining agreement, individual employment contract, or Board Policy.

F. Permissible Uses

An eligible employee may use earned sick time for the following reasons:

1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
3. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

G. Use of Earned Sick Time

If the eligible employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin. If the eligible employee's need to

use leave is not foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time as soon as practicable. For leave of more than 3 consecutive days, upon District request, the eligible employee must provide the District – within 15 days after the request – reasonable documentation that earned sick time was used for an ESTA purpose. The District will be responsible for paying the eligible employee's costs in obtaining the requested documentation.

In cases of domestic violence or sexual assault, reasonable documentation includes any of the following:

- a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault;
- a signed statement from a victim and witness advocate affirming that the employee or the employee's family member is receiving services from a victim services organization; or
- a court document indicating that the employee or the employee's family member is involved in legal action related to domestic violence or sexual assault.

All health, sexual assault, and domestic violence information and documentation received from an employee about earned sick time remains confidential and will not be disclosed, except to the employee, with the employee's written permission, or as and to the extent required by law.

Failure to comply with notice procedures or document requests to support the use of earned sick time, or using earned sick time for a non-permissible use, may result in discipline, including discharge.

Unless otherwise provided in an employee's collective bargaining agreement, individual employment contract, or handbook:

- earned sick time must be used in [] [Note: Insert "hourly" or the smallest increment that the District uses to account for absences of use of other time] increments; and
- an employee using earned sick time will not receive overtime pay, holiday pay, or bonuses for the earned sick time.

H. Notice and Recordkeeping

The District will:

1. provide an ESTA notice created by LEO to each eligible employee at hire or by March 23, 2025, whichever is later (see 4113-F);
2. display in a conspicuous location in each of its buildings the ESTA poster created by LEO; and

3. retain for not less than 3 years records documenting hours worked and earned sick time taken by eligible employees.

Legal authority: MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 2024 Mich LEXIS 1454 (July 31, 2024)

Date adopted:

Date revised:

EARNED SICK TIME ACT
Act 338 of 2018

AN ACT to require certain employers to provide certain employees with earned sick time that may be used for certain purposes; to specify the conditions for accruing and using earned sick time; to prohibit an employer from taking retaliatory personnel action against certain employees for certain acts; to provide for the powers and duties of certain state officers and entities; to provide for promulgation of rules; and to provide remedies and sanctions.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Am. 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025;—Am. 2025, Act 2, Imd. Eff. Feb. 21, 2025.

Compiler's note: See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025.

The People of the State of Michigan enact:

408.961 Short title.

Sec. 1. This act shall be known and may be cited as the "earned sick time act".

History: 2018, Act 338, Eff. Mar. 29, 2019;—Am. 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025.

Compiler's note: Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

For the transfer of powers and duties of the department of licensing and regulatory affairs to the department of labor and economic opportunity, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025. Therefore, the section above is as it was enacted before being amended by 2018 PA 369.

408.962 Definitions.

Sec. 2. As used in this act:

- (a) "Department" means the department of labor and economic opportunity.
- (b) "Director" means the director of the department or the director's designee.
- (c) "Domestic partner" means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships. As used in this subdivision, "committed relationship" means a relationship in which the employee and another individual share responsibility for a significant measure of each other's common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.
- (d) "Domestic violence" means that term as defined in section 1 of 1978 PA 389, MCL 400.1501.
- (e) "Earned sick time" means time off from work that is provided by an employer to an employee, whether paid or unpaid, that can be used for the purposes described in section 4.
- (f) "Employee" means an individual engaged in service to an employer in the business of the employer. Employee does not include any of the following:
 - (i) An individual employed by the United States government.
 - (ii) An individual who works in accordance with a policy of an employer if both of the following conditions are met:
 - (A) The policy allows the individual to schedule the individual's own working hours.
 - (B) The policy prohibits the employer from taking adverse personnel action against the individual if the individual does not schedule a minimum number of working hours.
 - (iii) An unpaid trainee or unpaid intern.
 - (iv) An individual who is employed in accordance with the youth employment standards act, 1978 PA 90, MCL 409.101 to 409.124.
- (g) "Employer" means any person, firm, business, educational institution, corporation, limited liability company, government entity, or other entity that employs 1 or more individuals. Employer does not include the United States government.
- (h) "Family member" includes all of the following:
 - (i) A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
 - (ii) A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or

an employee's spouse or domestic partner or an individual who stood in loco parentis when the employee was a minor child.

(iii) An individual to whom the employee is legally married under the laws of any state or a domestic partner.

(iv) A grandparent.

(v) A grandchild.

(vi) A biological, foster, or adopted sibling.

(vii) An individual related by blood to the employee.

(viii) An individual whose close association with the employee is the equivalent of a family relationship.

(i) "Health care professional" means any of the following:

(i) A person licensed under federal law or the law of this state to provide health care services, including, but not limited to, nurses, doctors, and emergency room personnel.

(ii) A certified midwife.

(j) "Retaliatory personnel action" means any of the following:

(i) Denial of any right guaranteed under this act.

(ii) A threat, discharge, suspension, demotion, reduction of hours, or other adverse personnel action against an employee or former employee for exercise of a right guaranteed under this act.

(iii) Sanctions against an employee who is a recipient of public benefits for exercise of a right guaranteed under this act.

(iv) Interference with, or punishment for, an individual's participation in any manner in an investigation, proceeding, or hearing under this act.

(k) "Sexual assault" means any act that constitutes a violation of section 520b, 520c, 520d, 520e, or 520g of the Michigan penal code, 1931 PA 328, MCL 750.520b, 750.520c, 750.520d, 750.520e, and 750.520g.

(l) "Small business" means an employer for which 10 or fewer individuals work for compensation during a given week. In determining the number of individuals performing work for compensation during a given week, all individuals performing work for compensation on a full-time, part-time, or temporary basis must be counted, including individuals made available to work through the services of a temporary services or staffing agency or similar entity. An employer is not a small business if it maintained more than 10 employees on its payroll during any 20 or more calendar workweeks in either the current or immediately preceding calendar year.

(m) "Unpaid trainee or unpaid intern" means an individual who receives training from an employer in accordance with all of the following:

(i) The training the individual receives is similar to the experience provided in a vocational school.

(ii) The training is for the benefit of the individual.

(iii) The individual does not displace the employer's employees, but works under close supervision.

(iv) The employer receives no immediate advantage from the activities of the individual and, on occasion, the employer's operations may be impeded by the individual.

(v) The individual is not entitled to a job at the conclusion of the training.

(vi) The employer and the individual understand that the individual is not entitled to wages for time spent in training.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Am. 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025;—Am. 2025, Act 2, Imd. Eff. Feb. 21, 2025.

Compiler's note: Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

For the transfer of powers and duties of the department of licensing and regulatory affairs to the department of labor and economic opportunity, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025. Therefore, the section above is as it was enacted before being amended by 2018 PA 369.

408.963 Earned sick time to be provided by employer; alternatives; accrual; use; carry over; "year" defined; workweek; compliance; pay rate; replacement worker not required.

Sec. 3. (1) An employer shall provide earned sick time to each of the employer's employees in this state.

(2) Except as otherwise provided in section 12, this subsection, and subsection (4), an employee of a small business must accrue a minimum of 1 hour of paid earned sick time for every 30 hours worked, not including hours used as paid time off, but may not use more than 40 hours of paid earned sick time in a year unless the employer selects a higher limit. As an alternative to the accrual of paid earned sick time, a small business may provide an employee not less than 40 hours of paid earned sick time at the beginning of a year for immediate

use. Notwithstanding the requirements of subsection (6), this act does not require a small business to do any of the following until October 1, 2025:

- (a) Allow an employee to accrue paid earned sick time in accordance with this subsection.
- (b) Provide paid earned sick time to an employee as an alternative to the accrual of paid earned sick time.
- (c) Calculate and track an employee's accrual of paid earned sick time.

(3) Except as otherwise provided in this subsection and subsection (4), all other employees must accrue a minimum of 1 hour of paid earned sick time for every 30 hours worked, not including hours used as paid time off, but may not use more than 72 hours of paid earned sick time in a year, unless the employer selects a higher limit. As an alternative to the accrual of paid earned sick time, an employer may provide an employee not less than 72 hours of paid earned sick time at the beginning of a year for immediate use.

(4) As an alternative to the accrual of paid earned sick time, an employer that employs a part-time employee may provide paid earned sick time to the part-time employee at the beginning of a year for immediate use in accordance with all of the following requirements:

(a) The employer provides the part-time employee with a written notice of how many hours the part-time employee is expected to work for a year at the time of hire.

(b) The amount of earned sick time provided to the part-time employee at the beginning of the year is, at a minimum, proportional to the earned sick time that the part-time employee would accrue if the part-time employee worked all of the hours expected as provided in the written notice.

(c) If the part-time employee works more hours than what is expected as provided in the written notice, the employer must provide the part-time employee with additional earned sick time in accordance with the accrual requirements under this section.

(5) Subject to the requirements of this subsection, earned sick time carries over from year to year, but a small business is not required to allow an employee to use more than 40 hours of paid earned sick time in a single year, and all other employers are not required to allow an employee to use more than 72 hours of paid earned sick time in a single year. An employer shall allow an employee to carry over all of the employee's unused accrued paid earned sick time not to exceed 72 hours or, if the employer is a small business, not to exceed 40 hours from 1 year to the next year, unless the employer selects a higher limit. This act does not require an employer that provides paid earned sick time at the beginning of a year as described in subsections (2) to (4) to do any of the following:

- (a) Allow an employee to carry over any unused earned sick time from 1 year to the next year.
- (b) Calculate and track an employee's accrual of paid earned sick time.

(c) Pay the employee the value of the employee's unused accrued paid earned sick time at the end of the year in which the earned sick time was accrued.

(6) Earned sick time as provided in this section begins to accrue on the effective date of this act, or upon commencement of the employee's employment, whichever is later. An employee may use accrued earned sick time as it is accrued, except that an employer may require an employee hired after the effective date of the 2025 amendatory act that amended this section to wait until 120 calendar days after commencing employment before using accrued earned sick time.

(7) An employer is in compliance with this section if the employer meets either of the following conditions:

(a) Provides the employer's employees with paid time off in not less than the same amounts of time off as provided under this act that may be used for the purposes described in section 4 or any other purpose. If an employee uses paid time off as described in this subdivision for the purposes described in section 4, this act applies to the use of that paid time off. This act does not require an employer that provides paid time off as described in this subdivision to allow an employee to use paid time off for the purposes described in section 4 in an amount that exceeds the amounts of time off provided under this act.

(b) The employer is a signatory to a collective bargaining agreement that requires contributions to a multiemployer plan as that term is defined in section 3 of subtitle A of title I of the employee retirement income security act of 1974, 29 USC 1002, that may be used under the same conditions as provided for under this act, in an amount equal to or greater than what is required to be provided under this act, and that accrues at a rate equal to or greater than the rate described in subsections (2) and (3). This act does not require a multiemployer plan that provides benefits in accordance with this act to pay accrued paid sick leave benefits if an employer does not remit required contributions to the plan. If an employer does not make required contributions to the multiemployer plan as provided in this subdivision, the employer is not considered to be in compliance with the employer's obligations under this act.

(8) An employer shall pay each employee using paid earned sick time at a pay rate equal to the greater of either the normal hourly wage or base wage for that employee or the minimum wage established under the improved workforce opportunity wage act, 2018 PA 337, MCL 408.931 to 408.945, but not less than the

minimum wage rate established in section 4 of the improved workforce opportunity wage act, 2018 PA 337, MCL 408.934. This act does not require an employer to include overtime pay, holiday pay, bonuses, commissions, supplemental pay, piece-rate pay, tips, or gratuities in the calculation of an employee's normal hourly wage or base wage.

(9) An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

(10) For purposes of subsections (2) to (5), "year" means a regular and consecutive 12-month period, as determined by an employer.

(11) For purposes of earned sick time accrual under this act, all of the following apply:

(a) An employee who is exempt from overtime requirements under section 13(a)(1) of the fair labor standards act, 29 USC 213, is assumed to work 40 hours in each workweek unless the employee's normal workweek is less than 40 hours, in which case earned sick time accrues based on that normal workweek.

(b) An employee who is covered under 29 CFR 825.801 is assumed to have worked not less than 40 hours in each workweek or is assumed to have worked not less than 30 hours if employed by a small business.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Am. 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025;—Am. 2025, Act 2, Imd. Eff. Feb. 21, 2025.

Compiler's note: Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

For the transfer of powers and duties of the department of licensing and regulatory affairs to the department of labor and economic opportunity, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025. Therefore, the section above is as it was enacted before being amended by 2018 PA 369.

408.963a Waiting period; exception; contributions to multiemployer plan.

Sec. 3a. An employer that makes contributions to a multiemployer plan as described in section 3(7)(b) shall not require an employee to wait until 120 calendar days after commencing employment with that employer before using unused accrued earned sick time and nonforfeited paid sick leave benefits that were earned as a result of past service for a different employer that also made contributions to the same multiemployer plan or any paid sick leave benefits earned by working under the collective bargaining agreement for that employer. Contributions required under the collective bargaining agreement or other employment agreement for the paid sick leave plan are due on the same schedule as the other fringe benefit funds or plans to which the signatory employer must contribute.

History: Add. 2025, Act 2, Imd. Eff. Feb. 21, 2025.

408.964 Earned sick time; permissible uses; advance notice; incremental use; documentation; disclosure of details relating to domestic violence or sexual assault or family member's medical condition; other purposes.

Sec. 4. (1) An employer shall allow an employee to use the earned sick time accrued or provided under section 3 for any of the following purposes:

(a) The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.

(b) For the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee.

(c) If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

(d) For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.

(e) For closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's

exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

(2) If the employee's need to use earned sick time is foreseeable, an employer may require advance notice, not to exceed 7 days before the date the earned sick time is to begin, of the intention to use the earned sick time.

(3) If the employee's need for the earned sick time is not foreseeable, an employer, may require the employee to give notice of the intention in either of the following manners:

(a) As soon as practicable.

(b) In accordance with the employer's policy related to requesting or using sick time or leave if both of the following are met:

(i) On the date of the employee's hire, on the effective date of the 2025 amendatory act that added this subparagraph, or on the date that the employer's policy takes effect, whichever is latest, the employer provides the employee with a written copy of the policy that includes procedures for how the employee must provide notice.

(ii) The employer's notice requirement allows the employee to provide notice after the employee is aware of the need for the earned sick time.

(4) An employer that requires notice for sick time that is not foreseeable under subsection (3)(b) shall not deny an employee's use of earned sick time that is not foreseeable if either of the following conditions applies:

(a) The employer did not provide a written policy to the employee as required under subsection (3)(b)(i).

(b) The employer made a change to the written policy and did not provide notice of the change to the employee within 5 days after the change.

(5) Earned sick time may be used in 1-hour increments or the smallest increment that the employer uses to account for absences of use of other time.

(6) For earned sick time of more than 3 consecutive days, an employer may require reasonable documentation that the earned sick time has been used for a purpose described in subsection (1). Upon the employer's request, the employee must provide the documentation to the employer not more than 15 days after the employer's request. The employer shall not delay the commencement of earned sick time on the basis that the employer has not yet received documentation. Documentation signed by a health care professional indicating that earned sick time is necessary is reasonable documentation for purposes of this subsection. In cases of domestic violence or sexual assault, any of the following types of documentation selected by the employee are considered reasonable documentation:

(a) A police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault.

(b) A signed statement from a victim and witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization.

(c) A court document indicating that the employee or employee's family member is involved in legal action related to domestic violence or sexual assault.

(7) An employer shall not require that the documentation explain the nature of the illness or the details of the violence. If an employer chooses to require documentation for earned sick time, the employer is responsible for paying all out-of-pocket expenses the employee incurs in obtaining the documentation. If the employee does have health insurance, the employer is responsible for paying any costs charged to the employee by the health care provider for providing the specific documentation required by the employer.

(8) An employer shall not require disclosure of details relating to domestic violence or sexual assault or the details of an employee's or an employee's family member's medical condition as a condition of providing earned sick time under this act. If an employer possesses health information or information pertaining to domestic violence or sexual assault about an employee or employee's family member, the employer shall treat that information as confidential and shall not disclose that information except to the affected employee or with the permission of the affected employee.

(9) This act does not require an employer to provide earned sick time for any purposes other than as described in this section.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Am. 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025;—Am. 2025, Act 2, Imd. Eff. Feb. 21, 2025.

Compiler's note: Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

For the transfer of powers and duties of the department of licensing and regulatory affairs to the department of labor and economic opportunity, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective Rendered Wednesday, February 26, 2025

February 21, 2025. Therefore, the section above is as it was enacted before being amended by 2018 PA 369.

408.965 Transfer of employee to separate division, entity, or location; retention of earned sick time; reinstatement; successor employer; unused earned sick time.

Sec. 5. (1) If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, the employee retains all earned sick time that was accrued at the prior division, entity, or location and may use all accrued earned sick time as provided in section 4. If an employee separates from employment and is rehired by the same employer not more than 2 months after the separation, the employer shall reinstate previously accrued, unused earned sick time and shall allow the reinstated employee to use that earned sick time and accrue additional earned sick time upon reinstatement. This subsection does not apply if an employer pays an employee the value of the employee's unused accrued earned sick time at the time of a transfer or separation.

(2) If a different employer succeeds or takes the place of an existing employer, the successor employer assumes the responsibility for the earned sick time rights that employees who remain employed by the successor employer accrued under the original employer. Those employees are entitled to use earned sick time previously accrued on the terms provided in this act. This subsection does not apply if an employer pays an employee the value of the employee's unused accrued earned sick time at the time of a succession.

(3) This act does not require an employer to provide financial or other reimbursement to an employee for accrued earned sick time that was not used upon the employee's termination, resignation, retirement, or other separation from employment.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Am. 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025;—Am. 2025, Act 2, Imd. Eff. Feb. 21, 2025.

Compiler's note: Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

For the transfer of powers and duties of the department of licensing and regulatory affairs to the department of labor and economic opportunity, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025. Therefore, the section above is as it was enacted before being amended by 2018 PA 369.

408.966 Exercise of rights under act; interference, restraint, or denial prohibited; retaliatory personnel action or discrimination prohibited; absence control policy leading to or resulting in retaliatory personnel action prohibited; person mistakenly alleging violation.

Sec. 6. (1) An employer or any other person shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this act.

(2) An employer shall not take retaliatory personnel action or discriminate against an employee because the employee has exercised a right protected under this act. Rights protected by this act include, but are not limited to, the right to use earned sick time under this act, the right to file a complaint or inform any person about any employer's alleged violation of this act, the right to cooperate with the department in the department's investigations of alleged violations of this act, and the right to inform any person of the person's rights under this act.

(3) An employer's absence control policy must not treat earned sick time taken under this act as an absence that may lead to or result in retaliatory personnel action.

(4) The protections in this section apply to any person that mistakenly but in good faith alleges a violation of this section.

(5) An employer may take adverse personnel action against an employee if the employee uses earned sick time for a purpose other than a purpose described in section 4, or violates the notice requirements under this act.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Repealed 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025;—Am. 2025, Act 2, Imd. Eff. Feb. 21, 2025.

Compiler's note: The repealed section pertained to the exercise of rights and the prohibition of retaliatory personnel action or discrimination.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025. Therefore, the section above is as it was enacted before being repealed by 2018 PA 369.

408.967 Violation of act; enforcement by director; civil remedies; civil fine.

Sec. 7. (1) If an employer violates this act, the employee affected by the violation, at any time not later than 3 years after the violation, may file a claim with the department. The department shall investigate the

claim.

(2) The director shall enforce the provisions of this act. In enforcing this act, the director shall do both of the following:

(a) Establish a system that uses multiple means of communication to receive complaints that are related to noncompliance with this act.

(b) Investigate complaints received by the department in a timely manner.

(3) Any person that alleges a violation of this act has the right to file a complaint with the department. The department shall encourage reporting pursuant to this subsection by keeping confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the employee or person reporting the violation. However, if the person provides authorization to the department, the department may disclose the person's name and identifying information as necessary to enforce this act or for other appropriate purposes.

(4) Upon receiving a complaint alleging a violation of this act, the department shall investigate the complaint and attempt to resolve it through mediation between the complainant and the subject of the complaint, or other means. The department shall keep a complainant notified regarding the status of the complainant's complaint and any resultant investigation. If the department believes that a violation has occurred, it shall issue to the offending person or entity a notice of violation and the relief required of the offending person or entity. The department shall prescribe the form and wording of such notices of violation including any method of appealing the decision of the department.

(5) The department may impose penalties and grant an employee or former employee all appropriate relief, including but not limited to, payment of all earned sick time improperly withheld, any and all damages incurred by the complainant as the result of violation of this act, back pay, and reinstatement in the case of job loss.

(6) If the director determines that there is reasonable cause to believe that an employer violated this act and the department is subsequently unable to obtain voluntary compliance by the employer within a reasonable time, the department shall bring a civil action on behalf of the employee. The department may investigate and file a civil action on behalf of all employees of that employer who are similarly situated at the same worksite. Except as otherwise provided under section 12, a contract or agreement between the employer and the employee or any acceptance by the employee of a paid or unpaid leave policy that provides fewer rights or benefits than provided by this act is void and unenforceable.

(7) In addition to liability for civil remedies described in this section, an employer that takes retaliatory personnel action against an employee or former employee is subject to a civil fine of not more than \$1,000.00 for each violation.

(8) In addition to liability for civil remedies described in this section, an employer that fails to provide earned sick time to an employee in violation of this act is subject to a civil fine of not more than 8 times the employee's normal hourly wage.

(9) An employer that willfully violates a notice or posting requirement of section 8 is subject to a civil fine of not more than \$100.00 for each violation.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Am. 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025;—Am. 2025, Act 2, Imd. Eff. Feb. 21, 2025.

Compiler's note: Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

For the transfer of powers and duties of the department of licensing and regulatory affairs to the department of labor and economic opportunity, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025. Therefore, the section above is as it was enacted before being amended by 2018 PA 369.

408.968 Written notice to employee; contents; language; display of poster; creation by department; availability.

Sec. 8. (1) An employer subject to this act shall provide written notice to each employee at the time of hiring or not later than 30 days the effective date of the 2025 amendatory act that amended this section, whichever is later, including, but not limited to, all of the following:

(a) The amount of earned sick time required to be provided to an employee under this act.

(b) The employer's choice of how to calculate a year as that term is defined under section 3.

(c) The terms under which earned sick time may be used.

(d) That retaliatory personnel action taken by the employer against an employee for requesting or using earned sick time for which the employee is eligible is prohibited.

(e) The employee's right to file a complaint with the department for any violation of this act.

(2) The notice required under subsection (1) shall be in English, Spanish, and any language that is the first language spoken by at least 10% of the employer's workforce, if the department has translated the notice into that language.

(3) An employer shall display a poster at the employer's place of business, in a conspicuous place that is accessible to employees, that contains the information in subsection (1). The poster displayed must be in English, Spanish, and any language that is the first language spoken by not less than 10% of the employer's workforce, if the department has translated the poster into that language.

(4) The department shall create and make available to employers notices and posters that contain the information required under subsection (1) for the employers' use in complying with this section. The department shall provide the notices and posters in English, Spanish, and any other language deemed appropriate by the department.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Am. 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025;—Am. 2025, Act 2, Imd. Eff. Feb. 21, 2025.

Compiler's note: Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

For the transfer of powers and duties of the department of licensing and regulatory affairs to the department of labor and economic opportunity, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025. Therefore, the section above is as it was enacted before being amended by 2018 PA 369.

408.969 Multilingual outreach program.

Sec. 9. The department shall develop and implement a multilingual outreach program to inform employees, parents, and persons who are under the care of a health care provider about the availability of earned sick time under this act. This program must include distribution of notices and other written material in English and in other languages to child care and elder care providers, domestic violence shelters, schools, hospitals, community health centers, and other health care providers.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Repealed 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025.

Compiler's note: The repealed section pertained to a multilingual outreach program.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025. Therefore, the section above is as it was enacted before being repealed by 2018 PA 369.

408.970 Retention of records.

Sec. 10. An employer shall retain for not less than 3 years records documenting the hours worked and earned sick time taken by employees. To monitor compliance with the requirements of this act, an employer shall allow the department access to those records, with appropriate notice and at a mutually agreeable time. If a question arises as to whether an employer has violated an employee's right to earned sick time under this act and the employer does not maintain or retain adequate records documenting the hours worked and earned sick time taken by the employee or does not allow the department reasonable access to those records, there is a presumption that the employer has violated the act, which can be rebutted only by clear and convincing evidence.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Am. 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025.

Compiler's note: Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

For the transfer of powers and duties of the department of licensing and regulatory affairs to the department of labor and economic opportunity, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025. Therefore, the section above is as it was enacted before being amended by 2018 PA 369.

408.971 Other law, regulation, requirement, policy, or standard, including collective bargaining agreement; scope and limitation of act.

Sec. 11. (1) This act provides minimum requirements pertaining to earned sick time and shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard, including a collective bargaining agreement, that provides for greater accrual or use of time off, whether paid or unpaid, or that extends other protections to employees.

(2) This act does not do any of the following:

- (a) Prohibit an employer from providing more earned sick time than is required under this act.
- (b) Diminish any rights provided to any employee under a collective bargaining agreement.
- (c) Subject section 12, preempt or override the terms of any collective bargaining agreement in effect prior to the effective date of this act.
- (d) Prohibit an employer from establishing a policy that permits an employee to donate unused accrued earned sick time to another employee.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Am. 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025.

Compiler's note: Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

For the transfer of powers and duties of the department of licensing and regulatory affairs to the department of labor and economic opportunity, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025. Therefore, the section above is as it was enacted before being amended by 2018 PA 369.

408.972 Collective bargaining agreement.

Sec. 12. (1) If an employer's employees are covered by a collective bargaining agreement in effect on the effective date of this act and the collective bargaining agreement conflicts with this act, this act applies beginning on the stated expiration date in the collective bargaining agreement, notwithstanding any statement in the agreement that it continues in force until a future date or event or the execution of a new collective bargaining agreement.

(2) If an employer's employee is covered by a contract, not including an employer policy signed by the employee, and all of the following requirements are satisfied, this act applies beginning on the stated expiration date in the contract, notwithstanding any statement in the contract that the contract continues in force until a future date or event or the execution of a new contract:

- (a) The employer and employee signed the contract on or before December 31, 2024.
- (b) The contract is effective for not longer than 3 years.
- (c) The contract conflicts with this act.
- (d) The employer notifies the department of the contract.

(3) If a small business did not employ an employee on or before February 21, 2022, the small employer is not required to comply with this act until 3 years after the date that the employer first employs an employee.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Am. 2025, Act 2, Imd. Eff. Feb. 21, 2025.

Compiler's note: Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

For the transfer of powers and duties of the department of licensing and regulatory affairs to the department of labor and economic opportunity, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

408.973 Rules.

Sec. 13. The director may promulgate rules in accordance with the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, as necessary to administer this act.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Repealed 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025.

Compiler's note: The repealed section pertained to the authority to promulgate rules.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025. Therefore, the section above is as it was enacted before being repealed by 2018 PA 369.

408.974 Severability.

Sec. 14. If any portion of this act or the application thereof to any person or circumstances shall be found to be invalid by a court, such invalidity shall not affect, impair, or invalidate the other portions or applications of the act that can be given effect without the invalid portion or application, and to this end the provisions of this act are declared to be severable.

History: 2018, Act 338, Eff. Mar. 29, 2019;—Am. 2018, Act 369, Eff. Mar. 29, 2019;—2018, Act 338, Eff. Feb. 21, 2025.

Compiler's note: Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

For the transfer of powers and duties of the department of licensing and regulatory affairs to the department of labor and economic opportunity, see E.R.O. No. 2019-3, compiled at MCL 125.1998.

See *Mothering Justice v Attorney General*, case no. 165325, July 31, 2024. The Michigan Supreme Court held that 2018 PA 369 was unconstitutional and, therefore void and revived the original initiative as enacted by the Legislature on September 5, 2018, effective February 21, 2025.

February 21, 2025. Therefore, the section above is as it was enacted before being amended by 2018 PA 369.

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113-F Michigan Earned Sick Time Act (ESTA) Form [For Districts with More Than 10 Employees] [Note: If the District has 10 or fewer employees, please contact the Thrun Board Policy Administrator to receive a different version of this ESTA form.]

ESTA Hire Notice

Pursuant to the Michigan Earned Sick Time Act (ESTA), an eligible employee generally (1) earns 1 hour of earned sick time for every 30 hours worked, but the District may cap use of earned sick time to 72 hours per ESTA benefit year, or (2) receives at least 72 hours of earned sick time at the beginning of the District's ESTA benefit year (prorated for a part-time employee under certain circumstances). The District's ESTA benefit year is the 12-month period from July 1 to June 30. [Optional: may adjust 12-month period]

[Optional (if frontloading for a part-time employee, complete the following for that employee): As a part-time employee, the District estimates that you will work approximately _____ hours during the District's ESTA benefit year, subject to the District's discretion and Board Policy].

Retaliatory personnel action by the employer against an employee for requesting or using earned sick time for which the employee is eligible is prohibited. An eligible employee may file a complaint with the Michigan Department of Labor and Economic Opportunity (LEO) for any ESTA violation.

Terms under which earned sick time may be used are identified in the ESTA and in District Policy 4113, which terms are incorporated by reference into this Notice. An eligible employee may use earned sick time for the following reasons:

1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
3. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;

4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

A LEO ESTA brochure is attached to this notice, along with a copy of the ESTA.

[Attach LEO Hire Notice When Published by LEO]

Series 4000: District Employment

4200 Employee Conduct and Ethics

4201 *Employee Ethics and Standards*

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

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

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

A. Employee Ethical Conduct

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

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

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

B. Conflict of Interest

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

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

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

C. Student Fraternization

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

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

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

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

D. Abuse and Neglect

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

An employees should consult with their immediate supervisor about their duty to cooperate with CPS investigations or to disclose student records to CPS.

2. Vulnerable Adults: An employee who has reasonable cause to believe or suspect abuse, neglect, or exploitation of a vulnerable adult must: (a) immediately report the matter to Adult Protective Services (APS) consistent with Michigan's Social Welfare Act and Policy 4202, and (b) notify the Superintendent or designee and the building principal or supervisor that the report has been filed.

A reporter's identity will remain confidential unless disclosure is authorized by the reporter's consent or by court order.

An employee should consult with their immediate supervisor about their duty to cooperate with APS investigations or to disclose student records to APS.

Legal authority: MCL 380.11a, 380.601a, 380.634, 380.1308a, 380.1814; MCL 722.621 et seq.; MCL 400.11a.

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

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

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

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

A. Definitions

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

B. Requirement

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

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

C. Procedure

1. Single Cost Objective Employees

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

A semi-annual certification must:

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

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

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

2. Multiple Cost Objective Employee

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

A PAR or equivalent documentation must:

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

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

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

3. Supplemental Contracts

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

4. Stipends

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

D. Training

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

E. Reconciliation

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

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

F. Document Retention

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

G. Sanctions

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

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

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

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

Legal authority: 2 CFR 200.430

Dated adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

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

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

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

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

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

School employees who suspect or have reasonable cause to believe that a vulnerable adult was or is being subjected to abuse, neglect, or exploitation must *immediately* report the matter to APS. A vulnerable adult means a person 18 years of age or older who is unable to protect themselves from abuse, neglect, or exploitation because of a mental or physical impairment or because of advanced age.

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

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

B. Student Safety and Welfare

1. Employees will maintain control and supervision of students to ensure student safety and will take appropriate action if the employee observes an unsafe or dangerous situation.
2. Employees will treat students with respect and maintain appropriate professional boundaries with students both in and out of school. Employees must avoid conduct with students that potentially creates the appearance of an unprofessional, unethical, or inappropriate relationship. Romantic relationships between employees and students are prohibited regardless of the student's age, including following graduation where the relationship arises out of an employee-student relationship.
3. An employee will not assess, diagnose, prescribe, or provide therapy or counseling services to a student unless: (a) the employee is appropriately certified or licensed under Michigan law; and (b) the services are within the employee's job duties. An employee will direct students in need of these services to the appropriate District employee or community resource.
4. Employees will comply with and respect confidentiality of student records and privacy rights, including not posting student information or images online without prior authorization from the employee's supervisor.
5. Employees will not interfere with or adversely impact a Parent's right to determine and direct their student's care, wellbeing, teaching, and education.
6. [Optional: Pursuant to the state's 2013 Task Force on the Prevention of Sexual Abuse of Children, the Board authorizes the Superintendent or designee to consider and implement all of the following:
 - age-appropriate, evidence-based curriculum and instruction for students in grades pre-K to 5 concerning child sexual abuse awareness and prevention;
 - training for District personnel on child sexual abuse, including but not limited to, training on supportive, appropriate response to disclosure of abuse;
 - providing educational information to Parents on the warning signs of a child being sexually abused and information on needed assistance, referral, or resources;
 - available counseling and resources for students affected by sexual abuse;
 - emotional and educational support for a students affected by sexual abuse; and
 - a review of the system to educate and support personnel who are legally required to report child abuse or neglect.]

Legal authority: MCL 380.10, 380.1308, 380.1308a, 380.1310a, 380.1505; MCL 400.11 et seq.; MCL 722.621 et seq.

Dated adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4203 Corporal Punishment and Limited Use of Reasonable Force

A. Definition

“Corporal punishment” is defined as the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline. Corporal punishment does not include physical pain caused by reasonable physical activity associated with athletic training.

B. Prohibition

Employees will not inflict, or cause to be inflicted, corporal punishment upon any student under any circumstances. Any employee who engages in corporal punishment against a student will be subject to discipline, including discharge. An administrator or supervisor will report the employee to CPS consistent with Policy 4202.

C. Alternatives to Corporal Punishment

The Board has reviewed and approved the administration’s list of alternatives to the use of corporal punishment. District administrators will distribute the list of alternatives to employees, volunteers, and contractors. See 4203-AG.

District employees must implement alternatives to corporal punishment. An employee may request assistance from other employees or administration when addressing student conduct.

D. Limited Use of Reasonable Force

Employees may use reasonable physical force upon a student as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning. Use of reasonable force is permitted under any of the following circumstances:

1. to remove a student whose behavior is interfering with the orderly exercise and performance of school functions within a school or at a school-related activity, if that student has refused to comply with a request to refrain from further disruptive acts;
2. for self-defense or the defense of another;
3. to prevent a student from inflicting self-harm;
4. to quell a disturbance that threatens physical injury to any person;

5. to obtain possession of a weapon or other dangerous object upon, or within the control of, a student; or
6. to protect property.

Use of reasonable force upon a student must not, in light of all known factors, be excessive, unnecessary, or take place for a longer duration than is necessary to address the circumstance justifying the use of reasonable force.

E. Training

The District may provide training to employees on the use of reasonable force and physical intervention techniques. If the District has provided that training to an employee, the employee must comply with that training.

F. Seclusion and Restraint

Employees must comply with Policy 5211 on Seclusion and Restraint of students and federal and state law. An employee's illegal use of seclusion or restraint may result in discipline, including discharge.

Legal authority: MCL 380.1307, 380.1307a-h, 380.1312

Date adopted:

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Series 4000: District Employment

4200 Employee Conduct and Ethics

4203-AG Corporal Punishment and Limited Use of Reasonable Force

A list of alternatives to corporal punishment includes the following:

- provide direct instruction to students in social skills and problem-solving strategies;
- use positive reinforcement to teach and maintain the use of appropriate problem-solving and social skills;
- use social reinforcers, such as teacher feedback and other self-esteem enhancing activities, to support and maintain the use of problem-solving and social skills;
- apply logical consequences that will teach students personal responsibility for their actions (e.g., losing the privilege of participating in special school activities);
- consider the use of time out, which may allow students to learn to take control of their actions and, ultimately, in conjunction with instruction in social skills, to cease their undesirable behavior;
- employ problem-solving classroom meetings and/or school assemblies with honest discussion of problems to encourage student ownership of and responsibility for solutions;
- establish a variety of strategies for communicating with Parents;
- establish contractual agreements that clearly outline consequences with students and their Parents to enhance the development of self-control behavior;
- establish an in-school suspension program, supervised by a responsible adult, in which the student performs curricula-related activities;
- when necessary, refer students to a counselor, social worker, or psychologist at the local or intermediate level and coordinate services with other units of state government (e.g., public health, social services, mental health). Also, seek assistance from private institutions or agencies with appropriate services;
- evaluate and arrange appropriate curriculum and adequate support for students who need academic acceleration, special education, alternative education, or services for achieving English proficiency;
- consider and take action, in accordance with the applicable student code of conduct and due process of law, when disruptive behavior occurs; or
- consider the use of suspensions or expulsions only after other alternatives have been considered.

The Board adopts the above list. District administration will distribute this list to each employee, volunteer, and contractor.

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4204 Confidentiality of Student Information

Employees must maintain and protect the confidentiality of student information and student education records (as defined in Policy 5309) and recognize Parent rights to student information about their minor child(ren).

Employees must not disclose to third parties confidential student information or records, medical information, performance records, or behavior records unless appropriately authorized. This Policy prohibits disclosure to employees who do not have a legitimate educational interest in the student record.

Disclosure is appropriately authorized with a written release from the Parent or student 18 years or older in accordance with the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), implementing regulations, and state law.

Employees who receive a subpoena seeking disclosure of student records or other confidential information must immediately notify the Superintendent or designee. Employees must not speak with an attorney who does not represent the District about a student without approval from the Superintendent or designee.

Legal authority: 20 USC 1232g, 1415(b); 34 CFR 99; MCL 380.1136; MCL 600.2165

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4205 *Hiring and Background Checks*

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

A. Advertising and Posting

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

B. Hiring

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

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

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

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

C. Background Checks for Employees, Contractors, and Volunteers

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

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

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

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

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

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

5. Confidentiality

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

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

D. Other Post-Offer Considerations

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4205-AG-1 Criminal Justice Information Security (Non-Criminal Justice Agency)

The District will conduct background checks, consistent with Policy 4205(C) and Administrative Guideline 4205-AG-1, and will have the Michigan State Police (“MSP”) obtain criminal history record information (“CHRI”) from both the state and Federal Bureau of Investigation (“FBI”) for all District employees, contractors, and vendors and their employees who regularly and continuously work under contract as provided in Policy 4205(C)(2). Employees who fail to follow these procedures will be subject to discipline subject to the Superintendent’s review and written approval of any corrective action.

The District will provide employees, contractors, volunteers, and vendors and their employees for whom the District conducts background checks the most current version of the MSP RI-030 Live Scan consent form.

The District will complete and maintain a Noncriminal Justice Agency User Agreement (RI-087) provided by the Michigan State Police.

A. Local Agency Security Officer (“LASO”)

The District Superintendent will appoint the [REDACTED] [Note: add the position of individual. Delete this note upon designation.], a District employee, who: (1) is an authorized user, (2) has completed a fingerprint-based background check as required, (3) has been found appropriate to have access to CHRI, and (4) is directly involved in evaluating an individual’s qualifications for employment or assignment as its LASO, who is responsible for the adoption of this guidance along with data/system security. When changes in the appointed LASO/CHRIS Administrator occur, the District will complete and return a new appointment notification form (CJIS-015) to MSP-CJIC-ATS@michigan.gov.

1. The LASO is responsible for ensuring:
 - a. compliance with these regulations and laws;
 - b. personnel security screening procedures are followed under this administrative guideline;
 - c. approved and appropriate security measures are in place and functioning properly to protect CHRI;
 - d. annual Awareness Training is being completed by all personnel authorized to access CHRI;
 - e. only approved District employees have access to and are using the information in compliance with the law;
 - f. compliance with this administrative guideline;

- c. The LASO must ensure that access to the District's digital CHRI records system is disabled and the user's CHRIS account is deactivated.

2. Security with Transferred Authorized Users

When an authorized user is transferred or reassigned, the LASO will take steps necessary to block that individual's access to CHRI within 24 hours, unless the LASO determines that the individual must retain access.

C. Media Protection

Authorized users may only access CHRI on authorized devices, which does not include a personally owned mobile device, cell phone, computer, or other technology, consistent with specific terms and conditions, for access. All CHRI (including digital media) will be maintained in a physically secure location or controlled area. A physically secure location or controlled area will (1) be locked whenever an authorized user is not present or supervising and (2) limit access to unauthorized users. An authorized user accessing CHRI must position the media to prevent unauthorized users from accessing or viewing CHRI. Physical CHRI will be stored in a locked filing cabinet, safe, or vault. Digital CHRI will be encrypted consistent with FBI CJIS Security Policy. If digital CHRI is stored on a storage device without encryption, it must be stored like physical CHRI.

CJI and information system hardware, software and media are located and processed in [add: location and description].

1. Media Transport

The LASO must approve all CHRI media transportation and will not grant approval unless transportation is reasonably justified. The LASO or LASO's designee will transport CHRI, which must be secured during transport. Physical CHRI must remain in the physical presence of authorized personnel until it is delivered. Physical CHRI must be transported in a sealed, locked, or secured medium and digital CHRI must be encrypted, and if not, secured in the same fashion as physical CHRI.

2. Media Disposal/Sanitization

CHRI media will be stored and retained for the duration required by law. Disposal must be made with the written approval of the LASO and the Superintendent. Only authorized users may dispose of CHRI media. Physical media will be cross-cut shredded or incinerated. Digital media must either be overwritten at least three (3) times or degaussed, passing a strong magnet over the media, before disposal or reuse. The LASO will keep written records (date and authorized user's signature) of CHRI media destroyed and the process for destroying or sanitizing CHRI media for ten (10) years.

3. Passwords

When the LASO assigns a unique password to an authorized user, it must have the following attributes:

- a. at least eight (8) characters;
- b. not consisting of only a proper noun or word found in a dictionary;
- c. not similar or identical to the username;
- d. not be displayed while entered or transmitted outside of the physically secure location or controlled area;
- e. expires every ninety (90) days; and
- f. cannot be the same as the previous ten (10) passwords.

4. Security Awareness and Incident Response Training and Testing

- a. The District will provide all authorized users role-based security and privacy and incident response training consistent with the following roles, as applicable:

Basic Role: users with unescorted access to a physically secure location;

General Role: users with physical and logical access to CJI;

Privileged Role: information technology personnel including system administrators, security administrators, network administrators and other similar roles;

Security Role: users responsible for ensuring confidentiality, integrity, and availability of CJI and compliant implementation of technology with the Criminal Justice Information Services (CJIS) Security Policy (CJISSECPOL).

- b. The District will provide users with security awareness training about the user's responsibilities and expected behavior when accessing CJI and the systems which process CJI, and on handling information security incidents as follows:
 - i. for new users, prior to accessing CJI; and
 - ii. for all users annually about the user's responsibilities and expected behavior when accessing CJI and the systems which process CJI, and on handling information security incidents;
 - iii. when required due to system changes; and
 - iv. within 30 days of any security event for individuals involved in the event.

c. The LASO will keep a current record of all users who have completed training.

5. CHRI Dissemination

The District must maintain a record of any CHRI dissemination to another authorized agency for all dissemination outside the CHRIS system, consistent with the Revised School Code, which must include (1) date of release, (2) records released, (3) means of sharing, (4) District personnel who disseminated the CHRI, (5) whether authorization to disseminate was obtained, and (6) the agency to whom the CHRI was disseminated and (7) the recipient's name.

D. Incident Handling, Monitoring, and Reporting

1. In General

The District has established operational incident handling procedures for instances of an information security breach. The LASO will track CHRI security breach incidents and will report such incidents to the superintendent and MSP ISO using the MSP CJIS-016 reporting form. The District has provided specific incident handling capabilities for CHRI, consistent with the following table:

Capabilities shall be handled according to the following description:	Physical – Hard Copy CHRI	Digital – Digitally Accessed/Saved CHRI
Preparation	The CHRI container will be locked at all times in the office in which it is stored. When office staff is not present, the office must be locked	Firewalls, anti-virus protection, and anti-malware/spyware protection will be maintained.
Detection	Physical intrusions to the building will be monitored. A [add company name of building alarm] building alarm or video surveillance will monitor for physical or unauthorized intrusions. The building must be locked at night.	Electronic intrusions will be monitored by the virus and malware/spyware detection.
Analysis	The LASO will work with police authorities to determine how the incident occurred and what data was affected.	The IT department will determine what systems or data were affected and compromised.

Containment	The LASO will lock uncompromised CHRI in a secure container or transport CHRI to a secure area.	The IT department will stop the spread of any intrusion and prevent further damage.
Eradication	The LASO will work with local law enforcement [name police department] to remove any threats that compromise CHRI data.	The IT department will remove the intrusion before restoring the system. All steps necessary to prevent recurrence will be taken before restoring the system
Recovery	Local law enforcement [name police department] will handle and oversee the recovery of stolen CHRI media. The LASO may contact MSP for assistance in re-fingerprinting, if necessary.	The IT department will restore the agency information system and media to a safe environment.

2. CHRI Security Breach Incident

When a CHRI security breach incident occurs, the following will take place:

- a. Notice: Personnel will notify the LASO immediately or no later than one hour after the incident was discovered.
- b. Secure Systems: The LASO or appointed authorized user will stop any unauthorized access, secure the media, and shut down the systems necessary to avoid further unauthorized exposure.
- c. Assessment: The LASO will determine whether notification to individuals is needed, assess the extent of harm, and identify any applicable privacy requirements.
- d. Automated Reporting: Using automated mechanisms, such as email, website postings with automatic updates, and automated incident response tools, the LASO will report confirmed incidents to the CJIS Systems Officer (CSO), State Identification Bureaus Chief (SIB Chief), or Interface Agency Official.
- e. Supply Chain Coordination: The LASO will provide incident information to product or service providers or organizations involved in the supply chain or supply chain governance for systems or system components related to the incident.
- f. Records: The LASO or appointed authorized user will record all necessary information regarding the breach, the District's response to the breach, and who was involved in taking response measures.

- g. Coordination of Incident Handling and Contingency Planning: The LASO will coordinate incident handling activities with contingency planning activities and incorporate lessons learned from ongoing incident handling activities into incident response procedures, training, and testing implementing the resulting changes.
- h. Predictability: The LASO will ensure the rigor, intensity, scope, and results of incident handling activities are comparable and predictable across the organization.
- i. Review of Policy/Procedures: The LASO will review and update information security policy/procedures at least annually and after security incidents involving CHRI.
- j. Legal Action: When such incident results in legal action (either civil or criminal) against a person or the District, the local law enforcement agency shall be contacted to collect, retain, and present evidence, according to the evidentiary rules of the appropriate jurisdiction(s).

E. Incident Response Support and Plan

1. Response Support Resource: The District will provide a response support resource that offers advice and assistance to system users for handling and reporting incidents.
2. Automation Support: The District will use automated mechanisms, such as access to a website or to an incident response vendor, to increase availability of incident response information and support.
3. Incident Response Plan: The District will develop an incident response plan that:
 - a. provides a roadmap for implementing incident response capability;
 - b. describes the structure and organization of incident response capability;
 - c. provides high-level approach for how incident response capability fits into overall organization;
 - d. meets unique requirements of the District related to mission, size, structure and functions;
 - e. defines reportable incidents;
 - f. provides metrics for measuring District incident response capability;
 - g. defines resources and management support needed to effectively maintain and mature an incident response capability;
 - h. addresses sharing of incident information;

- i. is reviewed and approved by the superintendent annually; and
 - j. explicitly designates responsibility for incident response to District personnel with incident reporting responsibilities and CSO or CJIS WAN Official.
4. Incident Response Plan Management: The District will:
- a. distribute the incident response plan to personnel with incident handling responsibilities;
 - b. update the incident response plan to address system and organizational changes or problems during plan implementation, execution or testing;
 - c. communicate incident response plan changes to District personnel with incident handling responsibilities; and
 - d. protect the incident response plan from unauthorized disclosure and modification.
5. Incident Response Plan Breaches: The District will include in the incident response plan for breaches involving personally identifiable information:
- a. process to determine if notice to individuals or organization is needed;
 - b. assessment process to determine extent of harm, embarrassment, inconvenience, or unfairness to affected individuals and any mechanism to mitigate such harms; and
 - c. identification of applicable privacy requirements.

F. Audit and Accountability

1. The District develops, documents, and disseminates to organizational personnel with audit and accountability responsibilities:
 - a. agency and system-level audit and accountability policy
 - b. addresses purpose, scope, roles, responsibilities, management commitment, coordination among organization entities, and compliance; and
 - c. is consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines
 - d. procedures to facilitate the implementation of the audit and accountability policy and the associated audit and accountability controls.
2. The District reviews and updates the current audit and accountability policy and procedures annually and following any security incidents involving unauthorized access to CJI or systems used to process, store, or transmit CJI.

3. The District identifies the types of events that the system is capable logging in support of the audit function and coordinates the event logging function with other organizational entities requiring audit-related information to guide and inform the selection criteria for events to be logged.
4. The District specifies certain event types for logging within the system, provides rationale for the adequacy of the event types selected for logging, and annually reviews and updates the selected event types.
5. The District ensures that audit records contain information that establishes the following:
 - a. What type of event occurred;
 - b. When the event occurred;
 - c. Where the event occurred;
 - d. Source of the event;
 - e. Outcome of the event; and
 - f. Identity of any individuals, subjects, or objects/entities associated with the event.
6. The District generates audit records containing the following information:
 - a. Session, connection, transaction, and activity duration;
 - b. Source and destination addresses;
 - c. Object or filename involved; and
 - d. Number of bytes received and bytes sent (for client-server transactions) in the audit records for audit events identified by type, location, or subject.
7. The District limits personally identifiable information contained in audit records to the minimum PII necessary to achieve the purpose for which it is collected.
8. The District allocates audit log storage capacity to accommodate the collection of audit logs to meet retention requirements.
9. The District alerts organizational personnel with audit and accountability responsibilities and system/network administrators within one (1) hour in the event of an audit logging process failure and restarts all audit logging processes and verifies that systems are logging properly.
10. The District reviews and analyzes system audit records weekly and reports findings of potential or actual inappropriate or unusual activity to those with the relevant responsibilities.

11. The District adjusts the level of audit record review, analysis, and reporting within the system based on changes in input from law enforcement or intelligence agencies.
12. The District integrates audit record review, analysis, and reporting processes using automated mechanisms.
13. The District analyzes and correlates audit records across different repositories to gain organization-wide situational awareness.
14. The District provides and implements an audit record reduction and report generation capability that both supports on-demand audit record review, analysis, and reporting requirements and after-the-fact investigations or incidents; and does not alter the original content or time ordering of audit records.

G. Access Control Policy

1. The District will develop, document, and disseminate to personnel with access control responsibilities:
 - a. Agency-level access control policy that:
 - i. addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance;
 - ii. is consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines.
 - b. Procedures to facilitate implementation of the policy and the associated access controls.
2. The LASO will:
 - a. manage the development, documentation, and dissemination of the access control policy and procedures; and
 - b. review and update the access control policy annually and following any security breaches;

H. Account Management

- i. The District will:
 - a. define and document the types of accounts allowed and specifically prohibited for use within the system;
 - b. prohibit use of personally-owned information systems, including mobile devices (i.e., bring your own device [BYOD]), and publicly accessible systems for accessing, processing, storing, or transmitting CJI;

- c. assign account managers;
 - d. require conditions for group and role membership;
 - e. specify authorized users of the system, group and role membership, and access authorizations (i.e., privileges) and attributes listed for each account;
 - f. at least annually, review accounts for compliance with account management requirements;
 - g. establish and implement process for changing shared or group account authenticators (if deployed) when individuals are removed from the group; and
 - h. align account management processes with personnel termination and transfer processes.
- I. Access Enforcement
- 1. The District will:
 - a. enforce approved authorization for logical access to information and system resources will be enforced in accordance with applicable access control policies; and
 - b. provide automated or manual processes to enable individuals to access elements of their personally identifiable information.
- J. Information Flow Enforcement
- 1. The District will enforce approved authorizations for controlling the flow of information within the system and between connected systems by preventing CJI from being transmitted unencrypted across the public network, blocking outside traffic that claims to be from within the District, and not passing any web requests to the public network that are not from the District-controlled or internal boundary protection devices.
- K. Separation of Duties
- 1. The District will:
 - a. identify and document separation of duties based on specific duties, operations, or information systems, as necessary to mitigate risk to CJI; and
 - b. define system access authorizations to support separation of duties.
- L. Least Privilege

1. The District will allow only authorized accesses for users (or processes acting on behalf of users) that are necessary to accomplish assigned organizational tasks.
2. The District will:
 - a. authorize access for personnel including security administrators, system and network administrators, and other privileged users with access to system control, monitoring, or administration functions (e.g., system administrators, information security personnel, maintainers, system programmers, etc.) to:
 - i. established system accounts, configured access authorizations, set events to be audited, set intrusion detection parameters, and other security functions; and
 - ii. security-relevant information in hardware, software, and firmware.
 - b. require users of system accounts (or roles) with access to privileged security functions or security-relevant information (e.g., audit logs), use non-privileged accounts or roles, when accessing non-security functions;
 - c. restrict privileged accounts on the system to privileged users;
 - d. review annually the privileges assigned to non-privileged and privileged users to validate the need for such privileges;
 - e. reassign or remove privileges, if necessary, to correctly reflect organizational mission and business needs; and
 - f. log the execution of privileged functions.

M. Unsuccessful Logon Attempts

1. The District will enforce a limit of five (5) consecutive invalid logon attempts by a user during a 15-minutes time period, and automatically lock the account or node until released by an administrator when the maximum number of unsuccessful attempts is exceeded.

N. System Use Notification (required when access via logon interfaces with human users)

1. A system use notification message will be displayed to users before granting access to the system that provides privacy and security notices consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines stating that:
 - a. users are accessing a restricted information system;
 - b. system usage may be monitored, recorded, and subject to audit;

- c. unauthorized use of the system is prohibited and subject to criminal and civil penalties; and
 - d. use of the system indicates consent to monitoring and recording.
 2. The notification message or banner will be retained on the screen until users acknowledge the usage conditions and take explicit actions to log on to or further access to the system; and
 3. For publicly accessible systems, before the District grants further access to publicly accessible systems:
 - a. system use information consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines will be displayed;
 - b. references, if any, to monitoring, recording, or auditing that are consistent with privacy accommodations for such systems that generally prohibit those activities will be displayed; and.
 - c. a description of the authorized users of the system will be included.

O. Device Lock and Session Termination:

1. The device lock will conceal information previously visible on the display with a publicly viewable image.
2. Further access to the system will be prevented by initiating a device lock after a maximum of 30 minutes of inactivity.
3. Users must log out when a work period has been completed.
4. Users must initiate a device lock before leaving the system unattended.
5. The device lock will be retained until the user reestablishes access using established identification and authentication procedures.

P. Remote Access.

1. The District establishes and documents usage restrictions, configuration/connection requirements, and implementation guidance for each type of remote access allowed.
2. The District authorizes each type of remote access to the system prior to allowing such connections.
3. The District employs automated mechanisms to monitor and control remote access methods.
4. The District implements cryptographic mechanisms to protect the confidentiality and integrity of remote access sessions.

5. The District routes remote access through authorized and managed network access control points.
6. The District authorizes the execution of privileged commands and access to security-relevant information via remote access only in a format that provides assessable evidence and for compelling operational needs.
7. The District documents the rationale for remote access in the security plan for the system.

Q. Wireless Access. The District:

1. establishes configuration requirements, connection requirements, and implementation guidance for each type of wireless access;
2. authorizes each type of wireless access to the system prior to allowing such connections;
3. protects wireless access to the system using authentication of authorized users and agency-controlled devices, and encryption; and
4. disables wireless networking capabilities embedded within system components prior to issuance and deployment when not intended for use.

R. Access Control for Mobile Devices. The District:

1. establishes configuration requirements, connection requirements, and implementation guidance for organization-controlled mobile devices, to include when such devices are outside of controlled areas;
2. authorizes the connection of mobile devices to organizational systems; and
3. employs full-device encryption to protect the confidentiality and integrity of information on full-and limited-feature operating system mobile devices authorized to process, store, or transmit CJI.

S. Use of External Systems.

1. The District permits authorized individuals to use an external system to access the system or to process, store, or transmit organization-controlled information only after:
 - a. verification of implementation of controls on external system as specified in the District's security and privacy policies and security and privacy plans; or
 - b. retention of approved system connection or processing agreements with the organizational entity hosting the external system.

2. The District restricts the use of District-controlled portable storage devices in external systems including how the devices may be used and under what conditions the devices may be used.

T. Information Sharing. The District:

1. enables authorized users to determine whether access authorizations assigned to a sharing partner match the information's access and use restrictions as defined in an executed information exchange agreement; and
2. employs attribute-based access control or manual processes as defined in information exchange agreements to assist users in making information sharing and collaboration decisions.

U. Identification and Authentication (IA) (CJISSECPOL 5.6)

V. Physical and Environmental Protection (CJISSECPOL 5.9)

W. Systems and Communications Protection (CJISSECPOL 5.10)

X. System and Services Acquisition (CJISSECPOL 5.14)

Y. System and Information Integrity (CJISSECPOL 5.15)

Z. Maintenance (CJISSECPOL 5.16)

AA. Planning (CJISSECPOL 5.17)

BB. Contingency Planning (CJISSECPOL 5.18)

CC. Risk Assessment (CJISSECPOL 5.19)

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4206 *Employment Contracts*

Professional Staff, Administrators/Supervisors, and the Superintendent, as defined in Policies 4401, 4501, and 4601, will be employed pursuant to an individual employment contract and any applicable collective bargaining agreement. Non-Exempt Staff, as defined in Policy 4301, will be employed at-will unless an applicable collective bargaining agreement or individual employment contract specifies another standard of employment security.

Employment contracts will comply with applicable laws and regulations. The President or Superintendent or designee, as applicable, should consult with Board legal counsel about contract terms and requirements to ensure compliance with state and federal law.

A. Authority

The President is authorized to execute the Superintendent's contract on behalf of the Board upon Board approval of the contract. Teacher contracts must be approved by the Board and signed on behalf of the District by a majority of the Board, the President and Secretary, or the Superintendent or designee. The Superintendent is authorized to execute employment contracts for Non-Exempt Staff and temporary and substitute employees on the Board's behalf or upon Board approval, where necessary.

B. General Requirements

Individual employment contracts required or permitted under this Policy may contain at least the following, as applicable to the category of employment:

1. employee name;
2. term of employment;
3. annual salary or hourly rate;
4. merit pay and annual evaluation for teachers and required administrator;
5. job title;
6. number of work days and general hours of work;
7. certification and licensing requirements;
8. benefits (health insurance, leave time, etc.);
9. reduction in force and recall;
10. discipline, discharge, and transfer during the contract term;

11. [Optional: a provision prohibiting an Administrator from engaging in conduct involving moral turpitude and a provision allowing the Board to void the contract if the Administrator violates the moral turpitude provision];
12. date and employee signature;
13. date and signature of authorized District representative;
14. an appeal process concerning the evaluation process and rating received as required by Revised School Code Sections 1249 (K-12 certified teachers of record) and 1249b (instructional administrators and the Superintendent); and
15. other terms as necessary to serve the District's interests or that are legally required.

C. Specific Requirements

Professional Staff, Administrator, and Superintendent contracts must comply with the following, as applicable:

1. Superintendent

The contract term will not exceed 5 years, as required by Revised School Code Section 1229.

2. Administrators

For Administrators subject to Revised School Code Section 1229, the contract term will not exceed 3 years and the contract will automatically terminate if the Administrator does not hold the required certification. The Administrator will not have tenure in the administrative position.

The Superintendent or designee will ensure that Administrator contracts are consistent with any applicable collective bargaining agreement. The term "Administrator" includes instructional Supervisors and Directors.

3. Non-Instructional Supervisors or Directors

Unless otherwise required by law, Non-Instructional Supervisors or Directors are not required to hold an Administrator certificate and may be subject to an individual employment contract for up to 3 years.

4. Professional Staff

The Superintendent or designee will ensure that all Professional Staff contracts are consistent with any applicable collective bargaining agreement. Individual teacher contracts will comply with Revised School Code Section 1231. If a teacher seeks appointment to an extracurricular position, the District may enter into a separate written contract for the extracurricular position.

D. Collective Bargaining Agreements

The Board, with the Superintendent or designee, will determine who will represent the Board in labor negotiations. The designated negotiator(s) may sign tentative agreements during bargaining; however, the final agreement is subject to ratification by the Board. Collective bargaining agreements may be reviewed by legal counsel before bargaining begins.

Legal authority: MCL 380.11a(3), 380.601a(1), 380.623(1)(b), 380.634, 380.1229, 380.1231, 380.1246, 380.1249, 380.1249b

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4207 Third-Party Contracting

This Policy must be implemented consistent with Policy 1101. Unless prohibited because of a collective bargaining agreement and to the maximum extent permitted by law, the Board or designee may contract with third parties as determined by the Board.

Any selected third-party contractor must fully comply with Policies 2202 and 4205(C).

Legal authority: MCL 380.11a(3)

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4208 *Applicant and Employee Criminal Arrest, Charge, Conviction*

A. Criminal Charge

If an applicant or employee is charged with any felony or crime listed in Revised School Code Section 1535a(1) or 1539b(1), or a substantially similar crime in another jurisdiction, the person must report to MDE and to the Superintendent that the person has been charged with that crime. The person will abide by all reporting requirements in Revised School Code Section 1230d. The reports to MDE and the Superintendent must be made within 3 business days after being charged with the crime. Failure to appropriately report will result in a referral to law enforcement and possible discipline, including discharge.

B. Tenured Teacher Salary Pending Criminal Charge

If criminal charges are pending against a tenured teacher, the Board may act to: (a) suspend the teacher from active performance of duty; (b) proceed on tenure charges filed against the teacher; and (c) place the teacher's salary in an escrow account. Health or life insurance benefits, or both, may be discontinued during the suspension at the Board's option.

Before placing a tenured teacher's salary in an escrow account, the Board must provide the teacher with: (a) notice of tenure charges; (b) an explanation of the District's evidence; and (c) an opportunity to respond to the charges, either in writing or in person.

If an administrative law judge issues a preliminary decision and order to reinstate the teacher or for payment of salary lost by the teacher during the suspension, the Board will release the money in the escrow account to the teacher.

C. Employee Criminal Convictions

An employee convicted of a "listed offense," as defined in MCL 28.722, whether a felony or misdemeanor, will be discharged after appropriate due process. An employee convicted of a felony that is not a listed offense may only continue employment with the written approval of the Superintendent and the Board. An employee convicted of a misdemeanor that is not a listed offense may be discharged, in the Board's discretion, consistent with law and the applicable collective bargaining agreement or individual employment contract.

D. Tenured Teacher Salary Upon Criminal Conviction

If a teacher is convicted of a felony that is not a listed offense or a misdemeanor that is a listed offense, the Board may discontinue the teacher's salary effective on

the conviction date. If the teacher is convicted of a felony that is a listed offense, the Board will discontinue the teacher's salary effective on the conviction date.

- E. This Policy does not limit the Board's or designee's discretion to proceed with employee discipline, including discharge, before completion of any criminal proceedings.

Legal authority: MCL 38.103; MCL 380.1230, 380.1230a, 380.1230d, 380.1230g, 380.1535a(1), 380.1539b(1)

Date adopted:

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Series 4000: District Employment

4200 Employee Conduct and Ethics

4209 *Abortion Referrals and Assistance* [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

A District official, Board member, or District employee shall not refer a student for an abortion or assist a student with obtaining an abortion. This prohibition does not apply to a person who is the Parent of that student.

Legal Authority: MCL 380.11as

Date Adopted:

Date Revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

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

A. General

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

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

B. Definitions

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

C. Standards of Conduct

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

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

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

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

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

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

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

Date adopted:

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Series 4000: District Employment

4200 Employee Conduct and Ethics

4211 *Alcohol and Controlled Substances for Transportation Employees Subject to the Omnibus Transportation Employee Testing Act* [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

A. General

Employees subject to the Omnibus Transportation Employee Testing Act, as amended (OTETA), must be mentally and physically alert at all times while on duty. This Policy establishes an alcohol and controlled substances testing program for such District employees (both regular and substitute) who perform safety-sensitive functions as mandated by OTETA.

The Superintendent or designee will comply with OTETA and implement an alcohol and controlled substances testing program consistent with OTETA.

B. Definitions

1. “Controlled Substance” means any drug or substance, the possession or use of which is prohibited under federal or state law, or any drug that is being used illegally (e.g., a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity). For purposes of this Policy, marijuana is a Controlled Substance.
2. “Covered Employee” means an employee (including a substitute) who operates or maintains a commercial motor vehicle in interstate or intrastate commerce and is subject to the commercial driver’s license requirements.
3. “Illegal Drug” means any drug or substance, including marijuana, the possession or use of which is unlawful pursuant to federal or state law or local ordinance.
4. “Safety-Sensitive Function” means all tasks associated with the operation or maintenance of District vehicles.
5. “While on Duty” means the time from which the Covered Employee begins to work or is required to be in readiness for work until the time the Covered Employee is relieved from work and all responsibility for performing work.

C. Standards of Conduct

Compliance with conduct standards set forth in Policy 4210, as well as with this Policy’s testing procedures, is mandatory. Disciplinary sanctions, including discharge, may be imposed on a Covered Employee for violating this Policy.

Failure to comply with testing procedures by a Covered Employee includes:

1. refusing to take a test, failing to appear to take a test, failing to provide a specimen or a sufficient specimen (absent adequate medical justification), failure to remain at the testing site until completion of the testing process, or failure to sign a test consent form;
2. failure to cooperate in the testing process;
3. in the case of direct observation or monitored collection of a Controlled Substances test, failure to permit observation or monitoring of the Covered Employee's provision of a specimen; or
4. engaging in evasive testing actions intended to compromise the validity of the test results, including switching, substituting, adulterating, or otherwise compromising test samples.

D. Authorized Use of Prescription and Over-the-Counter Medication

A Covered Employee using a prescription that has been prescribed for the Covered Employee by a health care provider or an over-the-counter medication is responsible for being aware of any potential effects the medication may have on his/her ability to safely perform his/her duties.

E. Consequences for Violating Standards of Conduct

After determining that a Covered Employee violated 1 or more of the conduct standards for alcohol or Controlled Substances, the Covered Employee will be:

1. immediately removed from any duty which involves the performance of a Safety-Sensitive Function; and
2. subject to discipline, including discharge.

F. Voluntary Requests for Alcohol or Substance Abuse Evaluation, Counseling, or Treatment

A Covered Employee who voluntarily requests to participate in alcohol or substance abuse evaluation, counseling, or treatment through the District before being tested or being requested to be tested will be referred to a substance abuse professional to determine what assistance, if any, the Covered Employee needs in resolving problems associated with alcohol misuse or Controlled Substance use.

A request for evaluation, counseling, or treatment following the performance of a Safety-Sensitive Function will not preclude discipline for substantiated misconduct or other inappropriate behavior. The District will not impose a disciplinary sanction under this Policy solely because a Covered Employee has made a voluntary admission of alcohol or Controlled Substance abuse, consistent with the Policy.

The District will allow a Covered Employee who has self-identified as an abuser of alcohol or another substance sufficient opportunity to seek evaluation and treatment.

Where a Covered Employee has self-identified, the District will require that employee to undergo return-to-duty testing for alcohol and Controlled Substances and may also require follow-up testing.

The District is not required to pay for voluntary evaluation, counseling, or treatment; or to pay an employee for time spent in a voluntary evaluation, counseling, or treatment program.

G. Testing for Alcohol or Controlled Substances

Alcohol or Controlled Substances testing will be administered as follows:

1. Pre-Employment/Pre-Duty Testing

Before employment or the first time a Covered Employee performs a Safety-Sensitive Function, he/she must receive from a medical review officer a test result verified as negative. If a pre-employment test is positive or the pre-employment alcohol test result indicates a blood alcohol concentration of 0.02 or greater, the applicant will not be hired.

2. Post-Accident Testing

As soon as practicable following an accident, but no later than 8 hours (alcohol test) or 32 hours (controlled substances test), testing will be conducted on each Covered Employee involved in the accident if the accident resulted in loss of human life or a citation was issued for a moving traffic violation arising from the accident. A Covered Employee who is subject to post-accident testing must remain readily available for testing or, if not available, will be deemed to have refused to submit to testing.

3. Return-to-Duty Testing

A Covered Employee may be required to undergo testing with a verified negative result before returning to duty in compliance with OTETA.

4. Follow-Up Testing

A Covered Employee identified by a substance abuse professional as needing assistance associated with alcohol misuse or use of a controlled substance, and who has returned to duty involving the performance of a safety-sensitive function, is subject to unannounced testing (consisting of at least 6 tests) over the first 12 months after the Covered Employee's return to duty as directed by a substance abuse professional.

5. Reasonable Suspicion Testing

A Covered Employee will undergo testing as a result of reasonable suspicion that the Covered Employee has violated the conduct standards for alcohol or Controlled Substances based on specific, contemporaneous, articulable observations about the appearance, behavior, speech, or body odors of the Covered Employee while, just before, or just after performing a Safety-Sensitive Function.

The supervisor or person who made the reasonable suspicion determination shall not conduct the test on the Covered Employee.

A written record of the observations leading to a reasonable suspicion test must be made and signed by the supervisor or person who made the observations. This record must be made within 24 hours after the observed behavior or before the results of the test are released, whichever is earlier.

6. Random Testing

Each year, random testing will be used at the rate of 20% (alcohol) and 50% (controlled substances) of the average number of active Covered Employees subject to testing.

H. Recordkeeping

The District will maintain a Covered Employee's alcohol or controlled substance testing records and results separate from the employee's personnel file in a secure location with restricted access. Record retention will be for periods and in a manner required by applicable federal regulation.

I. Confidentiality

Except as expressly authorized by law or regulation, neither the District nor any person or agency contracting with the District for alcohol or controlled substance testing services will release information about a Covered Employee's test results without the Covered Employee's written consent.

J. Dissemination

The Superintendent or designee is responsible for distributing this Policy and other educational materials pertinent to federal regulations to all Covered Employees. These materials will include:

1. the categories and classifications of District employees who are Covered Employees subject to this Policy;
2. the identity of those persons designated by the District to answer questions about this Policy and applicable regulations;

3. information about the Safety-Sensitive Functions performed by Covered Employees to make clear what period of the work day the employee must be in compliance with this Policy and applicable regulations;
4. specific information about conduct prohibited by the Policy and applicable regulations;
5. identification of the circumstances under which a Covered Employee will be tested for alcohol and/or Controlled Substances;
6. identification of the procedures that will be used to test for alcohol and Controlled Substances, to protect a Covered Employee, to safeguard the validity of test results, and to ensure that those results are attributed to the correct employee, including post-accident information and procedures;
7. a requirement that Covered Employees submit to alcohol and Controlled Substances testing, together with an explanation of what constitutes a refusal to submit to alcohol or Controlled Substances testing and the attendant consequences to the Covered Employee;
8. identification of the consequences for a Covered Employee's violation of this Policy, including removal from performing safety sensitive functions;
9. identification of the consequences for a Covered Employee found to have an alcohol concentration of .02 or greater but less than .04;
10. information about the effects of alcohol and Controlled Substances use on a person's health, including signs and symptoms of alcohol or Controlled Substances abuse and available methods of intervention;
11. the requirement that identified personal information collected and maintained by the District to implement this Policy and applicable regulations will be reported as required by law; and
12. information about additional District Policies (including Policy 4210) on the possession and use of alcohol and Controlled Substances, including the consequences for violation of those Policies. The information will indicate that additional Policies are based upon the District's authority independent of federal regulations requiring alcohol and Controlled Substances testing of Covered Employees.

The Superintendent or designee shall ensure that each Covered Employee signs a statement certifying receipt of this Policy and the above materials.

Legal Authority: 49 USC 31301 et seq., and its promulgated regulations; MCL 257.1849; MCL 380.11a, 380.601a

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4212 Employee Assistance Program

The District may require an employee with performance difficulties due to substance abuse, as a condition of continued employment, to receive confidential assistance for a wide range of personal and work-related concerns. Assistance may include participation in a substance abuse assistance or rehabilitation program (Program) consistent with approved leave time, an individual employment contract, Policy, and applicable collective bargaining agreements.

The employee's health benefits plan may cover the cost of enrolling the employee in the Program. If the employee's health benefits plan does not cover the cost, the District will not be responsible for the cost to the extent permitted by law.

Seeking assistance or rehabilitation does not affect the District's authority to implement discipline, including discharge, for inappropriate conduct.

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

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4213 *Anti-Nepotism*

A. General

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

B. Definitions

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

C. Employment Decisions

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

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

An employee's relative or significant other should not be hired to work in any position in which the Board or designee concludes a conflict of interest or the appearance of a conflict of interest may exist. Relatives and significant others are permitted to work at the District provided one does not report directly to, supervise, evaluate, or manage the other. The Superintendent may make exceptions to this Policy when in the District's best interest with [Option 1: Board approval] [Option 2: prompt notice to the Board].

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

Legal authority: MCL 380.11a, 380.601a

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4214 *Outside Activities and Employment*

A. General

An employee's duties to the District take precedence over other outside obligations while performing District duties or during work hours. An employee may not engage in other activities that adversely impact school employment or operation or that interfere with the employee's duties.

Except as otherwise provided in these Policies, an employee may secure additional employment, participate in business ventures, and serve as a volunteer. Such activities must not interfere with an employee's ability to carry out the employee's responsibilities, to serve as a role model in the community, or adversely impact the District's reputation.

Employees must communicate with a supervisor before engaging in outside activities where a conflict of interest (as defined in Policy 4201) or the appearance of a conflict of interest or impropriety may exist.

B. Conduct Standards

Employees must fulfill their duties without conflict from outside employment or activities. Unless the Superintendent or designee grants written authorization, employees may not engage in the following outside activities:

1. provide private services, lessons, tutoring, or coaching for students assigned to the employee for additional remuneration;
2. conduct personal business during assigned duty hours;
3. represent, either expressly or by implication, that the District sponsors, sanctions, or endorses a non-District related activity, solicitation, or other endeavor;
4. sell, solicit, or promote the sale of goods or services to students or Parents when the employee's relationship with the District is used to influence the sale or may be reasonably perceived as attempting to influence the sale;
5. sell, solicit, or promote the sale of goods or services to employees over whom the employee has supervisory or managerial responsibilities in a manner that the subordinate employee could reasonably perceive as coercive;
6. use employee, student, or Parent information in connection with the solicitation, sale, or promotion of goods or services or provide that information to any person or entity for any purpose; or

7. use District personnel, facilities, resources, equipment, technology, property, or funds for personal financial gain or business activity.

C. Intellectual Property

Intellectual property includes written or artistic works, instructional materials, textbooks, curriculum, software, inventions, procedures, ideas, innovations, systems, programs, or other work product created or developed by an employee in the course and scope of performing District employment duties or during work hours, or derivative to District intellectual property, whether published or not. Such intellectual property will be the exclusive property of the District. The District has the sole right to sell, copy, license, assign, or transfer any and all right, title, or interest in and to that intellectual property.

Legal authority: 17 USC 101 et seq.; MCL 15.321 et seq., 15.401 et seq.; MCL 380.11a, 380.601a, 380.1805(1)

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4215 District Technology and Acceptable Use

The Board provides students, employees, volunteers, and other authorized users access to the District's technology resources, including its computers and network resources, for educational and other District purposes, in a manner that encourages responsible use. Any use of technology resources that violates federal and state law is prohibited.

Employees have no expectation of privacy when using the District's technology resources. Information and records on the District's network may be subject to disclosure under the Freedom of Information Act, and the District may monitor or access employees' electronic files, as deemed necessary.

Employees must not use District technology resources to record students, Parents, or District personnel or to record a non-public meeting, unless performed for a legitimate educational purpose. The recording must be authorized by a supervisor or Policy. Unauthorized recording or dissemination of a recording may be subject to discipline, including discharge.

Employees must not use a password other than their own to access District technology resources unless authorized by a supervisor. Employees must protect their password(s) from being used by others. An employee will be responsible for any misuse if the employee failed to adequately secure their password(s).

District technology resources are provided for District-related services. Employees must minimize personal use of District technology resources and are prohibited from using those resources when doing so interferes with the employee's job responsibilities or District operations.

Requests for District records must be promptly directed to the FOIA Coordinator under Policy 3501. Only authorized employees may disclose District records to third parties unless otherwise permitted by law.

Employees must not permit students to engage in non-instructional computer games, movies, videos, and activities during the work or school day, unless authorized by a supervisor.

Employees must not download unauthorized software or applications.

Employees must immediately notify the District's technology department of any unauthorized access to, misuse of, or interference with the District's technology resources.

Employees must abide by Policy 3116 pertaining to District Technology and Acceptable Use, including complying with the Children's Internet Protection Act and executing an Acceptable Use Agreement.

Legal authority: 47 USC 254; MCL 397.606

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;
- 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

4217 Social Media

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

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

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

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

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4218 *Employee Dress and Appearance*

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

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

A. Administrators, Professionals, Paraprofessionals, and Office Employees

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

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

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

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

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

C. Enforcement

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4219 Attendance

Regular, reliable, and in-person attendance is an essential job function for employees, unless the Superintendent or designee approves the absence in writing. Employee absences or tardiness negatively impact the education of students and may impose unnecessary burdens on coworkers. Employees will be held accountable for adhering to their assigned schedule. Any deviation from an employee's assigned schedule must be approved in advance by the employee's supervisor or designee.

Consistent with any applicable collective bargaining agreement or individual employment contract, an employee must report absences as directed by the employee's supervisor or designee. The Superintendent or designee reserves the right to request verification for absences if reasonable grounds exist to believe that an employee is misusing leave, has misrepresented the reason(s) for the employee's absence, or a pattern of absenteeism exists. When possible, leave must be requested in advance per an applicable collective bargaining agreement, individual employment contract, employee handbook, Policy, or law.

An employee who violates this Policy may be subject to 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

4221 Employee Speech

As role models, employees must exercise sound judgment in their interactions with students, Parents, and members of the community and maintain a high degree of professionalism and objectivity. Employees must act within the scope of their respective duties and responsibilities.

A. Curriculum, Instruction, and Controversial Topics

During instruction and discussion of controversial issues, employees must follow these guidelines:

1. the issues discussed must be relevant to the curriculum and be part of a planned educational program;
2. students and Parents must have free access to appropriate materials and information for analysis and evaluation of the issues;
3. employees must allow discussion of a variety of viewpoints so long as that discussion does not substantially disrupt the educational environment;
4. the topic and materials used must be within the students' range, knowledge, maturity, and competence;
5. employees must obtain pre-approval from the building principal before instructing students about sensitive or controversial issues;
6. employees must not advocate partisan causes, sectarian religious views, or self-propaganda of any kind during school or school-related functions. Employees may express a personal opinion as long as students are encouraged to reach independent decisions; and
7. if a Parent objects to their student's instructional materials, employees will refer the Parent to Policy 5407 and Form 5407-F.

Employees who are unsure of their obligations must confer with their building principal or supervisor.

B. Speech on Matters of Public Concern

The District respects and supports its employees' right as citizens to exercise free speech in a responsible manner.

Free speech rights are not absolute and are subject to restriction when the employee is acting within the course and scope of their employment.

When speaking as a citizen on a matter of public concern, an employee must not make written, verbal, online, or nonverbal statements that cause a substantial disruption to the school environment, violate federal or state law, or otherwise violate these Policies. An employee's right as a citizen to comment upon matters of public concern must be balanced against the District's interest in promoting the efficiency of the public services it performs through its employees.

Employees do not speak on behalf of the District or a school unless specifically authorized by the Board or Superintendent.

Legal authority: U.S. CONST. amend. I; Const 1963, art I, § 5

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4222 Unauthorized Work Stoppage and Strikes

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

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

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

Legal authority: MCL 423.201, 423.202

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4223 Resignation

The Superintendent or designee is authorized to immediately accept an employee's verbal or written resignation on the Board's behalf. When the Superintendent or designee accepts a resignation from an Administrator, Supervisor, Director, Teacher, or Non-Teaching Professional, the Superintendent or designee will notify the Board of the resignation at its next meeting. The Superintendent or designee may notify the Board of Non-Exempt Staff resignations.

The Board may accept a Superintendent's verbal or written resignation.

A resignation is effective on the date of its acceptance or on a subsequent effective date specifically reflected in the offer of resignation and its acceptance.

Except as otherwise provided by law, a resignation is irrevocable upon acceptance.

Employees, other than teachers, must generally provide 30 days' advance written notice before resigning.

Teachers must provide written resignation notice at least 60 days before September 1, unless the Superintendent or designee consents to less advance notice. Otherwise, the Board may revoke the teacher's tenure rights as provided by the Teachers' Tenure Act.

Legal authority: MCL 38.111; MCL 380.11a(3)(d), 380.601a

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4224 Personnel Files and Payroll Information

A. Contents

The District will maintain accurate and up-to-date personnel files. A personnel file will include the physical or electronic records kept by the District that identify an employee, to the extent that the record is used or has been used for, or may affect or be used for, that employee's qualifications for employment, hire, promotion, transfer, compensation, or discipline. Personnel files may be electronically stored, in whole or in part, by the District in a secure manner.

The District will not suppress or remove information about unprofessional conduct from a personnel file as required by Revised School Code Section 1230b, regardless of any contrary term in any applicable collective bargaining agreement, individual employment contract, resignation agreement, severance agreement, or other agreement.

B. Payroll Records

The District will record and maintain the following payroll information for all employees:

1. name and social security number;
2. address, including zip code;
3. birth date;
4. sex;
5. occupation;
6. time and day when work week begins;
7. hours worked each day and work week;
8. hourly pay rate;
9. total daily or weekly straight-time earnings;
10. total overtime earnings for each work week;
11. all additions to or deductions from wages;
12. total wages paid each pay period; and
13. date of payment and pay period covered by the payment.

C. Employee Review

Employees may request to review their personnel file at a reasonable and mutually agreed upon time, with or without union representation. A central office employee will be present during the review. Employees requesting a copy of the personnel file may be charged a fee.

If there is a disagreement with information contained in a personnel file, the District and the employee may mutually agree to remove or correct that information, unless it concerns substantiated unprofessional conduct. If the District does not agree to remove or amend the information, the employee may submit a written statement explaining the employee's position (not exceeding 5 sheets of 8-1/2" x 11" paper). The written statement will be included if the information is disclosed to a third party.

D. Third Party Disclosure

Personnel file contents may be subject to disclosure under the Freedom of Information Act (FOIA). Certain documents in a personnel file may be subject to mandatory or permissible disclosure exemptions under FOIA. Disclosure of other personnel file information may be specifically prohibited or limited by state and federal statute. Before releasing information in response to a FOIA request for documents within an employee's personnel file, the District will review those documents to identify permissible and mandated disclosure exemptions.

Criminal history checks, unprofessional conduct checks, drug test results, confidential personal references, medical information, and other confidential information will be maintained in a separate, secure file.

Absent an employee's written consent or authorization, the District will not release an employee's discipline records to a third party, pursuant to a FOIA request or otherwise, unless the District has provided the employee with notice via first class mail to the employee's last known address, or another consented form of communication, which will be mailed on or before the day on which the information is released. Discipline more than 4 years old will not be disclosed unless the employee has executed a written release to disclose the records or as otherwise permitted by law, including Revised School Code Section 1230b.

Legal authority: MCL 15.231 et seq.; MCL 380.1230b; MCL 408.931 et seq.; MCL 423.501 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4225 Temporary Remote Work [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

The Board recognizes that in-person work is an essential function of school employment. The Superintendent or designee may, however, permit certain employee positions to work remotely on a temporary basis during a health or safety risk declared by a local, State, or federal governmental authority or in other extraordinary circumstances.

- A. When determining whether to permit a position to work remotely in an extraordinary circumstance, the Superintendent or designee may consider the following factors:
1. The duties of the position;
 2. The need to protect and access confidential student, personnel, and financial information;
 3. The need to supervise, direct, or evaluate students or personnel;
 4. The need to provide direct, physical services to students such as speech, physical, or occupational therapy;
 5. Working conditions outlined in the applicable collective bargaining agreement; and
 6. Other relevant factors as determined by the Superintendent or designee.
- B. If the District is providing in-person instruction, the following employees may not work remotely, unless required pursuant to Paragraph C below:
1. Professional Staff;
 2. Administrators/Supervisors;
 3. Bus drivers;
 4. Secretaries;
 5. Food service employees;
 6. Custodians;
 7. School nurses;
 8. Daycare workers; and

9. Paraprofessionals.

- C. Notwithstanding anything to the contrary in this Policy, an employee with a disability may request remote work as a reasonable accommodation under Policy 4105.

Granting a request to perform work remotely shall be considered temporary and does not obligate the District to grant remote work as a continuing reasonable accommodation.

- D. This Policy shall not limit the District's ability to determine the method of instruction to students or to provide instruction in the best interest of its students. The Board has the authority to determine whether students will receive instruction in-person, remotely, or through an alternative method.

Legal authority: MCL 380.11a(3); 42 USC § 12101 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4226 Intentionally Left Blank

Legal Authority:

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 in Medicaid payments, the District is required to inform all employees and contractors about 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

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.

Legal Authority: U.S. Const, amend. IV

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4229 *Acceptable Use of Generative Artificial Intelligence* [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.]

Employees may use Generative Artificial Intelligence (“Generative AI”) in the school setting in compliance with this Policy and applicable law.

A. Definitions

1. “Generative AI” means the class of AI models that emulate the structure and characteristics of input data in order to generate derived synthetic content. This may include images, videos, audio, text, and other digital content.
2. “AI System” means any data system, software, hardware, application, tool, or utility that operates in whole or in part using AI.

B. Acceptable Use

Employee use of Generative AI must be appropriate for the educational environment and in compliance with all applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act, the Individuals with Disabilities Education Act, and the Children’s Internet Protection Act. Employees must also comply with applicable Board Policies when using Generative AI, including, but not limited to, policies on District technology and acceptable use, copyright protection, student records, unlawful harassment, discrimination, and employee ethics.

[Optional: Employees must obtain prior approval from the Superintendent or designee before using Generative AI Systems for District-related purposes.]

Employees must thoroughly review AI-generated material to ensure accuracy, relevance, and appropriateness. Employees may not rely solely on Generative AI to deliver instructional or work-related material. Employee use of Generative AI in the classroom must align with the Board-approved curriculum.

C. Training

Employees may receive training on the legal and ethical use of Generative AI and its integration into the curriculum.

D. Violations

Violations of this policy may result in disciplinary action, up to and including discharge.

Legal Authority: 20 USC 1232g; 20 USC 1400 et seq.; 34 CFR 99; 47 CFR 54.520; 88
Fed Reg 75191 (October 30, 2023)

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4301 Definition

“Non-exempt staff” may include transportation, custodial, maintenance, food service, clerical, and paraprofessional employees and other employees who do not meet an exemption under the Fair Labor Standards Act or the Michigan Improved Workforce Opportunity Wage Act. The term does not include “exempt” professional staff, administrators, supervisors, or the Superintendent (as defined in Policies 4401, 4501, and 4601). Non-exempt staff are employed at-will and their employment may be altered or terminated at any time with or without cause, unless governed by a collective bargaining agreement or individual employment contract containing a different standard of employment security.

[Optional: Unless otherwise provided by a collective bargaining agreement or individual employment contract, non-exempt staff will be subject to a probationary period of 1 work year.]

Legal authority: 29 USC 201 et seq.; MCL 380.11a(3), 380.601a; MCL 408.934a

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4302 Employee Pay, Including Minimum Wage and Overtime

Non-exempt staff will receive hourly compensation at a rate not less than the hourly minimum wage required by federal or state law, whichever is greater. Wages will be paid for all hours worked, including for training time required by the District.

Non-exempt staff will receive overtime compensation at a rate of 1.5 times his/her regular hourly rate for work more than 40 hours in a work week, unless a higher rate is established through a collective bargaining agreement or other written agreement covering the non-exempt staff member. Paid leave time (e.g., vacation, sick, or personal days) will not count as hours worked for overtime compensation, unless otherwise stated in a collective bargaining agreement or individual employment contract.

Overtime work must be pre-approved by a supervisor and properly recorded.

If the non-exempt staff member is compensated at multiple hourly wage rates during a work week, the overtime rate will be based on a weighted blend (by hours worked at each wage rate) of the wage rates earned by the employee in the applicable work week.

Collective bargaining agreements and individual employment contracts may provide for additional overtime compensation.

Legal authority: 29 USC 201 et seq.; MCL 408.931 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4303 *Compensatory Time* [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number *and* in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

- A. The District may offer Non-Exempt Staff compensatory time, in lieu of overtime pay, at a rate of 1.5 hours of compensatory time for 1 hour of time for which the employee earns overtime pay. The District may determine that some employee classifications are ineligible for compensatory time.
- B. For represented, Non-Exempt Staff compensatory time must be provided under a collective bargaining agreement, memorandum of understanding, or other agreement between the District and the exclusive collective bargaining representative.
- C. For non-represented, Non-Exempt Staff, the staff member must submit an express, voluntary written request to receive compensatory time in lieu of overtime pay before the performance of overtime work. This request is subject to prior approval by the District. The Non-Exempt Staff member’s written request must be kept in the payroll file for each instance of compensatory time.
- D. Compensatory time is only available to those Non-Exempt Staff members who receive 10 or more paid days of leave per year, in addition to the compensatory time. If requested by the employee and approved by the District, the terms of the compensatory time plan are subject to the following:
 - 1. acceptance of compensatory time in lieu of overtime pay is not required as a condition of employment;
 - 2. employees are permitted to use compensatory time unless it will unduly disrupt District operations;
 - 3. employees may not accrue more than 240 hours of compensatory time at any time;
 - 4. employees may, at any time, request monetary compensation for accrued compensatory time at a rate not less than the regular rate earned by the employee at the time the employee earned the compensatory time. Payment must be made within 30 days after the request; and
 - 5. upon voluntary or involuntary termination of employment, an employee who has accrued compensatory time must be paid monetary compensation for accrued compensatory time at a rate not less than the regular rate earned by the employee at the time the employee earned the compensatory time.

- E. Unless otherwise prohibited by a collective bargaining agreement, the District may terminate a compensatory time plan after providing 60 days' notice to Non-Exempt staff. Employees will receive monetary compensation for accrued compensatory time at a rate not less than the regular rate earned by the Non-Exempt Staff at the time the staff member earned the compensatory time.
- F. The District must provide Non-Exempt Staff who earn compensatory time a statement reflecting the accrual and use of compensatory time in the period that it is earned or used. The payroll records for Non-Exempt Staff who earn compensatory time must identify the accrual of compensatory time.
- G. The District will not directly or indirectly interfere with a Non-Exempt Staff member's right to request or not request compensatory time in lieu of overtime pay or require a member to use compensatory time. In assigning overtime hours, the District will not discriminate among Non-Exempt Staff within a classification based on the choice to request or not request compensatory time off in lieu of overtime pay.

Legal authority: 29 USC 207; MCL 408.414a, 408.934a

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4304 Employee Timekeeping Responsibilities

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

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4305 *Intentionally Left Blank*

Series 4000: District Employment

4300 Non-Exempt Staff

4306 Assignment and Transfer

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4307 Performance Evaluation

The Superintendent or designee will determine the frequency of evaluations for Non-Exempt Staff not covered by a collective bargaining agreement that addresses evaluation frequency.

Unless an evaluation tool is specified in a Non-Exempt Staff member's collective bargaining agreement, the Superintendent or designee may select an evaluation tool that serves the District's best interests.

Non-Exempt Staff covered by a collective bargaining agreement or individual employment contract will be evaluated using the procedures and criteria set forth in that agreement.

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

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4308 *Reduction and Recall of Non-Exempt Staff*

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

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

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

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

1. Reduction in Force

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

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

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

2. Notification

Notice will be provided as follows:

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

C. Recall

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

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

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

4309 *Discipline and Termination*

A. Discipline

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

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

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

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

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

B. Termination

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4400 Professional Staff

4401 Definition

A. General

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

B. Teachers

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

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

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

C. Non-Teaching Professionals

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

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

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

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

Date adopted:

Dated revised:

Series 4000: District Employment

4400 Professional Staff

4402 Placement

This Policy must be implemented consistent with Policy 1101.

- A. Teacher as Defined by Revised School Code Section 1249 (K-12 certified teachers of record)

The appropriate placement of effective teachers is an essential component in promoting student academic growth, educational outcomes, and quality educational services. The Superintendent or designee may make teacher placement decisions at their discretion consistent with this Policy.

Placement includes, but is not limited to, assignment, transfer, or the filling of a position with current staff or newly hired teachers. For vacant positions see Paragraph C (Vacancy).

Placement does not include reduction in force or recall decisions governed by Policy 4405.

1. Consistent with Revised School Code Section 1248, teacher placement decisions shall be based on the following clear and transparent factors:
 - a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
 - b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
 - c. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and Policy 4403.
 - d. Teacher placement decisions will be guided by the following criteria:
 - i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).
 - ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:

- A) Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and
- B) Based on documentation on file with the Superintendent's office.
 - 1) A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
 - 2) If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
 - A) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - B) Credentials needed for District, school, or program accreditation;
 - C) District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
 - D) Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - E) Disciplinary record, if any;
 - F) Length of service in a grade level(s) or subject area(s);
 - G) Recency of relevant and comparable teaching assignments;
 - H) Previous effectiveness ratings;
 - I) Attendance and punctuality;
 - J) Rapport with colleagues, parents, and students;
 - K) Ability to withstand the strain of teaching;
 - L) Compliance with state and federal law; and

M) Other relevant factors as determined by the Superintendent or designee.

e. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

B. Placement of Non-Teaching Professionals and Teachers Not Subject to Revised School Code Section 1249

If a collective bargaining agreement governs the employment of Non-Teaching Professionals or teachers not subject to Revised School Code Section 1249, the Superintendent or designee will comply with the applicable language on placement.

If a collective bargaining agreement or individual employment contract does not address the placement of Non-Teaching Professionals or teachers not subject to Revised School Code Section 1249, the Superintendent or designee is authorized to place those employees at their discretion.

C. Vacant Positions

1. Vacancies may be posted consistent with Policy 4205. The Superintendent or designee determines when a vacancy exists. Generally, a vacancy is an unassigned, open position or a newly created position which the District intends to permanently fill.
2. Vacancies may be filled by a certified and qualified internal or external candidate consistent with this Policy. The Superintendent or designee has full discretion to assign Professional Staff or contractors to cover employee absences consistent with business necessity and operational needs.

Legal authority: MCL 380.11a, 380.601a, 380.1248, 380.1249

Date adopted:

Dated revised:

Series 4000: District Employment

4400 Professional Staff

4403 Performance Evaluation

Performance evaluations are essential to provide quality educational services and to measure competency. This Policy does not diminish the Board's authority or ability to non-renew a professional staff member's contract at the end of the contract's term, consistent with applicable statutes, collective bargaining agreements, Policies, and individual employment contracts. This Policy must be implemented consistent with Policy 1101.

A. Teachers as Defined by Revised School Code Section 1249 (K-12 certified teachers of record)

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

1. a year-end evaluation process that meets statutory standards;
2. an evaluation tool that incorporates components required by law, including:
 - a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
 - b. the teacher's performance; and
 - c. objective criteria.
3. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
 - a. all probationary teachers;
 - b. teachers rated needing support or developing; or
 - c. at the evaluator's discretion when performance deficiencies are noted.
4. classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;
5. a mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator;

6. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
7. tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated [Choose one: biennially or triennially], but if the teacher is not rated as effective on one of the [Choose one: biennial or triennial] year-end evaluations, the teacher must receive year-end evaluations;
8. a mentor for teachers rated developing or needing support or for teachers in the first year of probation;
9. opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
10. a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
11. website posting of required information for the evaluation tool;
12. training on the evaluation tool for teachers and evaluators as required by law; and
13. other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

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

If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

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

The performance evaluation system for a Non-Teaching Professional with a teaching certificate subject to the Teachers' Tenure Act must include multiple observations. An IDP will be developed during the employee's probationary period. Except during the probationary period, which must include annual evaluations, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

To the extent required by law, a tenured Non-Teaching Professional subject to the Teachers' Tenure Act rated as needing support may request a review consistent with Revised School Code 1249.

C. Non-Teaching Professionals and Teachers Not Subject to Revised School Code Section 1249

For Non-Teaching Professionals and teachers not subject to Revised School Code Section 1249, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee, except annual evaluation will be performed during the employee's probationary period. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

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

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

Date adopted:

Date revised:

Series 4000: District Employment

4400 Professional Staff

4404 *Performance Based 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.]

The Superintendent or designee may implement a performance based compensation system for Professional Staff. This Policy must be implemented consistent with Policy 1101.

Legal authority: MCL 380.11a

Date adopted:

Date revised:

Series 4000: District Employment

4400 Professional Staff

4405 *Reduction in Force and Recall*

This Policy must be implemented consistent with Policy 1101.

- A. Reduction in Force and Recall for Teachers as Defined by Section 1249 (K-12 certified teachers of record)

When making program and staffing decisions resulting in the elimination of a teaching position or the recall of a teacher to a vacant teaching position, the Board will retain the most effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. To the extent that the determinations involve Revised School Code Section 1248 requirements, the clear and transparent procedures of this Policy guides the implementation of that statute.

1. General Provisions

- a. The Superintendent is responsible, acting within the approved budget, for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the teaching positions to be reduced.
- b. Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and Policy 4403.
- c. Decisions about the reduction and recall of teachers will be guided by the following criteria:
 - i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary teacher rated as effective or highly effective on the teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured teacher solely because the other teacher is tenured under the Teachers' Tenure Act.
 - ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:

- A) Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and
- B) Based on documentation on file with the Superintendent's office.
 - 1) A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
 - 2) If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
 - A) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - B) Credentials needed for District, school, or program accreditation;
 - C) District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
 - D) Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - E) Disciplinary record, if any;
 - F) Length of service in a grade level(s) or subject area(s);
 - G) Recency of relevant and comparable teaching assignments;
 - H) Previous effectiveness ratings;
 - I) Attendance and punctuality;
 - J) Rapport with colleagues, Parents, and students;
 - K) Ability to withstand the strain of teaching;
 - L) Compliance with state and federal law; and

- M) Other relevant factors as determined by the Superintendent or designee.
- iv. Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
 - A) Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.
 - B) A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
 - C) Failure to maintain current contact information may negatively impact the teacher's recall.
- v. Teacher reductions and recalls are by formal Board action.
- vi. Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
- vii. The Superintendent or designee will provide written notice of Board reduction in force or recall decisions to each affected teacher.
- viii. A teacher's length of service with the District or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.
- d. Teacher reduction in force decisions will be implemented by the following:
 - i. If 1 or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a teacher(s) for reduction in force will be based on the factors set forth in this Policy.
 - ii. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Policy.
 - iii. When a teaching position is identified for reduction and there exists a concurrently vacant teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that teacher may be assigned to the vacant position consistent with Policy 4402 unless the Superintendent or designee determines that the District's educational interests would not be furthered by that assignment.

iv. If more than 1 teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with Policy 4402, unless the Superintendent determines that the District's educational interests would not be furthered by that assignment.

v. [Choose Option 1 or 2:]

[Option 1: If the reduction or recall decision involves more than 1 teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.]

[Option 2: If the reduction or recall decision involves more than 1 teacher and multiple teachers and all factors distinguishing those teachers from each other are equal, the Board may approve and implement a tiebreaker mechanism using a discrete part(s) of the evaluation system. For example, if the reduction or recall decision involves more than one teacher and all factors distinguishing those teachers from each other are equal, the teacher with the higher year-end effectiveness score reflected in the [insert Board preference] portion of the evaluation will have preference for reduction or recall, as applicable. If this year-end effectiveness score is also tied, seniority (as established by the most recent seniority list for the bargaining unit to which the tenured teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.]

[Optional: At least 30 calendar days' notice of reduction in force will be provided, absent extenuating circumstances.]

2. Teacher Recall Process

- a. A teacher is eligible for recall under this Policy for [] months [recommended: 12] from the date the District implemented the reduction in force.
- b. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
- c. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign teachers to fill vacancies in accordance with Policy 4402.
- d. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
 - i. Recall the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least effective. If more than 1 laid-off

teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with Policy 4402; or

- ii. Post the vacancy and consider all applicants if the Superintendent determines that:
 - A) the District's educational interests would not be furthered by recalling an otherwise eligible laid-off teacher who meets the certification and qualification standards for the position, considering the factors in Policy 4402; or
 - B) no teacher on layoff meets the certification and qualification requirements for the position as otherwise stated herein.
- e. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.
- f. A laid-off teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.
- g. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

If a collective bargaining agreement or individual employment contract governs reduction in force or recall, the Superintendent or designee will adhere to the applicable language.

B. Reduction in Force and Recall of Non-Teaching Professionals and Teachers Not Subject to Revised School Code Section 1249

For Non-Teaching Professionals and teachers not subject to Revised School Code Section 1249 who are governed by a collective bargaining agreement, the Superintendent will implement the collective bargaining agreement's standards and procedures that pertain to reduction in force or recall when recommending a reduction in force or recall to the Board.

If no collective bargaining agreement exists, or if an existing agreement does not address reduction in force or recall of Non-Teaching Professionals and teachers not subject to Revised School Code Section 1249, the Superintendent will recommend a reduction in force or recall among those employees using the same standards and procedures as set forth in this Policy for teachers.

C. Unemployment Compensation

A Professional Staff employee who is laid off and who is paid unemployment compensation chargeable to the District during the summer immediately following a reduction in force and who is recalled on or before the beginning of the next school year will be paid according to an annual adjusted salary rate such that the employee's unemployment compensation received plus the adjusted annual salary rate will be equal to the annual rate of salary the employee would have earned for the school year had the employee not been laid off.

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

Date adopted:

Date revised:

Series 4000: District Employment

4400 Professional Staff

4406 Professional Improvement Sabbaticals

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

Legal authority: MCL 380.1235

Date adopted:

Date revised:

Series 4000: District Employment

4400 Professional Staff

4407 Discipline

Maintaining appropriate procedures and standards for addressing misconduct and other inappropriate behavior by Professional Staff is a critical component in furthering an effective educational environment and in providing quality educational services to students. Off-duty conduct may result in discipline if it adversely impacts the District and is not a legally protected activity. Information about substantiated unprofessional conduct will not be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b. This Policy must be implemented consistent with Policy 1101.

A. Probationary Professional Staff

Probationary Professional Staff discipline or demotion may occur for any lawful reason.

1. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.
2. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.
3. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.
4. Disciplinary measures may include warning, reprimand, unpaid suspension, financial penalty, or discharge. This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measures for the circumstances. The District may also consider preventative measures, including training, coaching, and other remedial measures.
5. Discipline will be confirmed in writing and placed in that person's personnel file. The person's year-end performance evaluation may also reflect the discipline.
6. The Superintendent or designee is authorized to impose discipline except for:
 - a. nonrenewal of a probationary teacher; or
 - b. discharge of a probationary teacher.

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

B. Tenured and Non-Probationary Professional Staff

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

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

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

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

1. The Superintendent or designee may consult with legal counsel in appropriate cases and may request that legal counsel assist with an investigation.
2. The Superintendent or designee will give the Professional Staff member oral or written notice of the allegation(s).
3. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.
4. The Superintendent or designee will give oral or written notice of the time, date, and location of a meeting to provide the Professional Staff member with an opportunity to respond to the allegation(s) and substantiating factor(s).
5. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

6. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.
7. If an investigation concludes that a preponderance of the evidence (i.e., more likely than not) establishes that the Professional Staff member engaged in conduct warranting discipline, the appropriate level of discipline will be guided by the following:
 - a. the seriousness of the offense;
 - b. the Professional Staff member's prior disciplinary and employment record;
 - c. whether other Professional Staff members have engaged in similar or like past conduct known to the District's administration and the discipline imposed for those infractions;
 - d. the existence of aggravating or mitigating factors, as determined by the Superintendent or designee;
 - e. applicable federal or state law;
 - f. the Professional Staff member's acceptance of responsibility;
 - g. the likelihood of recurrence; and
 - h. any other factors the Superintendent or designee determine are relevant.
8. Disciplinary measures may include:
 - a. warning;
 - b. reprimand;
 - c. unpaid suspension;
 - d. financial penalty; or
 - e. discharge.

This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measure. The District may consider additional preventative measures to address the misconduct, including training, coaching, and other remedial measures.

9. Discipline will be confirmed in writing and placed in that person's personnel file. The discipline imposed may also be reflected in the person's year-end performance evaluation.

10. The Superintendent or designee is authorized to impose discipline except for:
- a. the discharge of a Professional Staff member; or
 - b. the demotion of a tenured teacher, as defined in the Teachers' Tenure Act.

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

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

C. Extracurricular Positions, Including Athletic Coaches

Unless otherwise provided by an applicable collective bargaining agreement or individual employment contract, employees holding extracurricular positions, including athletic coaches, may be disciplined for any lawful reason. For contracted extracurricular positions, including athletic coaches, see Policy 4207.

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

Date adopted:

Dated revised:

Series 4000: District Employment

4400 Professional Staff

4408 Termination

This Policy must be implemented consistent with Policy 1101.

A. Probationary Teachers

For purposes of this Policy, the “termination” of a probationary teacher occurs when the probationary teacher is discharged during the term of an existing individual employment contract between the probationary teacher and the Board. Discontinuation of a probationary teacher’s employment at the expiration of an individual employment contract is not termination for purposes of this Policy and is addressed separately in Policy 4409.

The Board may terminate a probationary teacher for misconduct, inappropriate behavior, performance that is not effective, or for any other lawful reason at any time.

The Superintendent or designee may recommend the termination of a probationary teacher to the Board. The recommendation will include the reason(s) for the proposed termination.

Probationary teachers recommended for termination by the Superintendent or designee will be provided advance notice of the allegations; an opportunity for a hearing in closed or open session before the Board; and the time, date, and location of the Board hearing.

B. Tenured Teachers

The Superintendent or designee may recommend the termination of a tenured teacher by filing tenure charges with the Board. The Board will consider whether to proceed on the tenure charges or modify the charges. A tenured teacher may be terminated for a reason that is not arbitrary or capricious.

The tenured teacher may challenge the Board’s decision to discharge or demote the teacher by timely filing an appeal with the State Tenure Commission.

C. Non-Teaching Professionals and Teachers not subject to the Teachers’ Tenure Act (preschool, GSRP, or other teachers if they did not serve a probationary period under the Tenure Act)

[Choose Option 1 or 2:]

[Option 1: Unless otherwise provided by a collective bargaining agreement or individual employment contract: (1) a Non-Teaching Professional or teacher who is not subject to the Teachers’ Tenure Act is subject to 4 years of probationary service and may be non-renewed or terminated at-will by the Board; and (2) after

4 years, the non-probationary Non-Teaching Professional or teacher may be terminated for any reason that is not arbitrary or capricious, subject to due process.]

[Option 2: Unless otherwise provided by a collective bargaining agreement or individual employment contract, a Non-Teaching Professional or teacher who is not subject to the Teachers' Tenure Act may be terminated by the Board for any reason that is not arbitrary or capricious, subject to due process.]

The Superintendent or designee may recommend the termination of a Non-Teaching Professional or teacher to the Board. The recommendation will include the reason(s) for the proposed termination.

Non-Teaching Professionals or teachers recommended for termination by the Superintendent or designee will be provided advance written notice of the allegations; an opportunity for a hearing in closed or open session before the Board; and the time, date, and location of the Board hearing.

D. Extracurricular Positions, Including Athletic Coaches

Unless otherwise provided by a collective bargaining agreement or individual employment contract, extracurricular positions, including athletic coaches, may be non-renewed or terminated at-will by the Superintendent or designee. For contracted extracurricular positions, including athletic coaches, see Policy 4207.

Legal authority: MCL 38.83(2), 38.101, 38.121

Date adopted:

Date revised:

Series 4000: District Employment

4400 Professional Staff

4409 Non-Renewal

For purposes of this Policy, “non-renewal” of a probationary teacher refers to the discontinuation of the employment relationship between the Board and a probationary teacher at the expiration of the probationary year following the process set forth in the Teachers’ Tenure Act.

Teachers must serve a probationary period as required by the Teachers’ Tenure Act. A probationary teacher’s contract may be non-renewed for performance-based reasons or any other lawful reason.

This Policy must be implemented consistent with Policy 1101.

A. Probationary Period

1. A probationary teacher rated developing or needing support may be subject to non-renewal consistent with the Teachers’ Tenure Act. To attain tenure, a probationary teacher must receive a “highly effective” or “effective” rating on 3 year-end performance evaluations, including their most recent evaluation and have completed at least 4 full school years of employment. A teacher’s probationary period may extend, or the probationary teacher may be nonrenewed, if the teacher does not receive 3 consecutive effective ratings during the probationary period.

For a teacher who previously held tenure in another Michigan public school district, the teacher is subject to a 2-year probationary period, unless the Board acts to reduce the teacher’s probationary period. The Board may make such a reduction if it determines that it is in the District’s best interest considering factors such as the teacher’s employment history; certifications, approvals, or authorizations; experience in subject matter or grade level; professional development, training, and academic preparation; and any other relevant factors as determined by the Board.

2. [Optional: Unless otherwise provided by a collective bargaining agreement or individual employment contract:
 - a. Non-Teaching Professionals who are not subject to the Teachers’ Tenure Act are subject to 4 years of probationary service and may be non-renewed or terminated at-will by the Board; and
 - b. After 4 years, the non-probationary Non-Teaching Professional may be non-renewed or terminated for any reason that is not arbitrary or capricious, subject to due process.]

B. Non-renewal

1. Probationary teacher non-renewal is subject to the non-renewal procedures specified in the Teachers' Tenure Act. This Policy will be implemented consistent with that statute.
 2. Before non-renewing a probationary teacher, the probationary teacher must receive written notice of the Superintendent's or designee's recommendation for non-renewal and the time, date, and place of the Board meeting at which the Board will consider the recommendation. The recommendation for non-renewal will state the reason(s) for the recommendation and may include supporting documentation.
 3. The probationary teacher must receive written notice of Board action to non-renew the teacher's contract at least 15 calendar days before the end of the school year (June 30) except as provided in subsection 4 below. If the teacher is hired after the beginning of the school year, notice of non-renewal must be received at least 15 calendar days before the teacher's anniversary date of hire.
 4. For a teacher who previously held tenure in another Michigan public school district, the teacher must receive written notice of non-renewal at least 60 calendar days before the completion of the probationary period.
- C. The probationary teacher will be provided an opportunity to address the Board in open or closed session and respond to the Superintendent's or designee's recommendation to non-renew.
- D. The Board must take action in open session on the recommendation to non-renew the probationary teacher.
- E. The probationary teacher must be served with written notice of the Board's action non-renewing the teacher's employment and a copy of the Board action within the timeframe required by the Teachers' Tenure Act. The non-renewal notice will specify that a probationary teacher has the right to appeal the timeliness or legal effect of a notice of non-renewal. The appeal must be filed with the State Tenure Commission within 20 calendar days after the probationary teacher's receipt of the notice of non-renewal. A copy of the Teachers' Tenure Act should also be included with the notice.
- F. Teachers who are not subject to the Teachers' Tenure Act may be non-renewed at the discretion of the Board for any lawful reason subject to an applicable collective bargaining agreement or individual employment contract. [Option: The teacher must have advance notice that the Board is considering nonrenewal and an opportunity to be heard. The teacher will receive written notice of a nonrenewal decision.]

Legal authority: MCL 38.81 et seq., 38.91 et seq.

Date adopted:

Date revised:

Series 4000: District Employment

4500 Administrators/Supervisors

4501 Definition

An Administrator, Supervisor, or Director performs duties meeting the administrative or executive exemptions under the Fair Labor Standard Act. Administrators, Supervisors, and Directors report to the Superintendent or designee.

A. Administrators

Administrators manage, supervise, and oversee District curriculum, instructional programs, and instructional services. As a condition of continued employment, Administrators must hold and maintain certificates, licenses, credentials, and qualifications (collectively, the "Certification") as set by the Board or required by law, including Revised School Code Sections 1246 and 1536.

1. "Administrator" includes the building principal, assistant principal, assistant superintendent, and any other person whose primary responsibility is administering instructional programs, as well as the position of "chief business official" as defined in Revised School Code Section 1246.
2. If an Administrator's Certification expires, is nullified, or is revoked, the Administrator must immediately notify the Superintendent or designee, in writing.
3. Administrators will be subject to individual employment contracts not to exceed 3 years and may be governed by a collective bargaining agreement.
4. Administrators are subject to Revised School Code Section 1229(2) for purposes of non-renewal.

B. Non-Instructional Supervisors or Directors

Non-Instructional Supervisors or Directors include managerial personnel who are not Administrators within the definition of this Policy and who have the authority to direct, recommend, hire, discipline, and discharge personnel they supervise, including transportation, custodial, maintenance, or food service personnel. Non-Instructional Supervisors or Directors may be provided individual employment contracts not to exceed 3 years and may also be governed by a collective bargaining agreement.

Legal authority: MCL 380.1229, 380.1246, 380.1536

Date adopted:

Date revised:

Series 4000: District Employment

4500 Administrators/Supervisors

4502 Assignment and Transfer

Consistent with an applicable collective bargaining agreement or individual employment contract, the Superintendent or designee is authorized to assign or transfer an Administrator, Supervisor, or Director to another Administrator, Supervisor, or Director position and realign duties and responsibilities. The compensation will be commensurate with duties and responsibilities established by the Board.

Legal authority: MCL 380.11a(3), 380.601a, 380.653

Date adopted:

Date revised:

Series 4000: District Employment

4500 Administrators/Supervisors

4503 Performance Evaluation

Performance evaluations of Administrators are an essential element of providing quality educational services and measuring an employee's competency. This Policy does not alter the Board's authority or ability to terminate an Administrator's employment during the term of an individual employment contract or to non-renew an Administrator's contract at the end of the contract's term. This Policy must be implemented consistent with Policy 1101.

A. Building Level and Central Office Instructional Administrators

The Superintendent or designee will ensure that building level and central office Administrators who are regularly involved in instructional matters are evaluated consistent with a performance evaluation system under Revised School Code Sections 1249 and 1249b. This performance evaluation system will include, if appropriate, the following:

1. an annual evaluation process that meets statutory standards and is based on objective criteria;
2. an annual evaluation by the Superintendent or designee, unless the Administrator qualifies for a biennial evaluation. This paragraph does not preclude more frequent Administrator evaluations as determined necessary by the Superintendent or designee;
3. an individualized improvement plan if the Administrator is rated developing or needing support or if performance deficiencies are noted;
4. student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
5. an evaluation and feedback provided in writing with an overall effectiveness rating of effective, developing, or needing support;
6. dismissal of an Administrator rated ineffective or needing support on 3 consecutive evaluations;
7. opportunity for an Administrator rated needing support to request a review and appeal consistent with Revised School Code 1249b;
8. a mentor for an Administrator for the first 3 years in which the Administrator is in a new administrative position;
9. a midyear progress report each year that the administrator is evaluated that includes specific performance goals for the remainder of the year and any recommended training identified by the evaluator;

10. for a building level administrator's evaluation, the evaluator will visit the school building where the administrator works, review the building level school administrator's school improvement plan, and observe classrooms with the administrator to collect evidence of school improvement plan strategies being implemented and the impact the school improvement plan has on learning;
11. an evaluation tool approved by the MDE, a modified MDE tool, or a local evaluation tool adopted in compliance with Revised School Code Sections 1249 and 1249b;
12. website posting of required information pertaining to the evaluation tool;
13. appropriate training for evaluators; and
14. other components that the Superintendent or designee deems relevant, important, or in the District's best interest.

The Administrator's individual employment contract will include an appeal process concerning the evaluation process and rating received.

B. Non-Instructional Administrators, Supervisors, and Directors

The Superintendent or designee may evaluate Non-Instructional Administrators, Supervisors, and Directors based on the appropriate evaluation instrument as determined by the Board and consistent with any applicable collective bargaining agreement or individual employment contract. An individual improvement plan may be implemented to remediate and enhance employee performance.

Legal authority: MCL 380.11a, 380.601a, 380.1249, 380.1249b

Date adopted:

Date revised:

Series 4000: District Employment

4500 Administrators/Supervisors

4504 *Performance Based Compensation for Administrators/Supervisors* [Optional]

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

The Superintendent or designee may implement a performance based compensation system for Administrators, Supervisors, and Directors. This Policy must be implemented consistent with Policy 1101.

Legal authority: MCL 380.11a

Date adopted:

Date revised:

Series 4000: District Employment

4500 Administrators/Supervisors

4505 *Reduction and Recall*

The Board will determine the appropriate level and number of Administrators, Supervisors, and Directors necessary for curricular, fiscal, and other operating conditions.

The Board may determine that a reduction of administrative and supervisory personnel is warranted based on the Superintendent's or designee's recommendation.

The Superintendent or designee will first identify the recommended areas where reductions in the District's administrative and supervisory structure can best be accomplished consistent with the realization of District goals and objectives.

The Superintendent or designee will consider the following in making recommendations for the reduction and recall of Administrators, Supervisors, or Directors within the approved administrative structure: relevant experience, performance, disciplinary history, evaluations, qualifications, certification, relevant contract language, and other factors deemed relevant.

In implementing a reduction or recall, the Superintendent or designee may effectuate assignments and transfers as specified in Policy 4502.

The Board will consider and act on the Superintendent's or designee's recommendation(s) in open session.

If an Administrator selected for layoff has successfully completed a probationary period under the Teachers' Tenure Act, acquired tenure as a classroom teacher with the District, and maintained a valid teaching certificate on file with the District, the Administrator will be considered for placement to a teaching position for which the Administrator is properly certified and qualified consistent with the Teachers' Tenure Act and Policies 4402 and 4405.

An Administrator, Supervisor, or Director on layoff status may be eligible for recall to a vacant Administrator, Supervisor, or Director position for which that person is certified and qualified for a period of [] [Choose one: months / years] after the reduction in force was approved by the Board. An Administrator, Supervisor, or Director rated effective or highly effective will receive priority for recall to a vacant Administrator, Supervisor, or Director position for which that person is otherwise qualified over an Administrator, Supervisor, or Director rated minimally effective or ineffective.

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

Date adopted:

Date revised:

Series 4000: District Employment

4500 Administrators/Supervisors

4506 Discipline

The Superintendent or designee may discipline Administrators, Supervisors, or Directors for misconduct, violations of contract, Policy, or law, or other inappropriate behavior. Off-duty conduct may result in discipline if it adversely impacts the District and is not otherwise a legally protected activity. This Policy does not cover termination of an Administrator, Supervisor, or Director, which is addressed in Policy 4507.

Before discipline is imposed, the Administrator, Supervisor, or Director will be provided an opportunity to respond to the allegation(s).

An Administrator, Supervisor, or Director governed by a collective bargaining agreement or individual employment contract may be disciplined consistent with applicable procedures and standards in that agreement. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

If the Superintendent or designee concludes, by a preponderance of the evidence, that the conduct in question has been substantiated and that discipline is warranted, the Superintendent or designee may discipline the employee so long as the basis for the discipline follows the standard(s) identified in the employee's applicable collective bargaining agreement or individual employment contract. If the employee is not subject to a collective bargaining agreement or individual employment contract, the Superintendent or designee may implement discipline for any lawful reason. The disciplinary action may be considered in the employee's performance evaluation. Written discipline will be placed in the employee's personnel file.

A suspension without pay may be imposed as a disciplinary consequence, consistent with the Fair Labor Standards Act, for infractions of safety rules of major significance or infractions of workplace conduct rules, such as rules prohibiting unlawful harassment, workplace violence, drug or alcohol use, or for infractions of state or federal laws. Disciplinary deductions may only be made in full-day increments and must be imposed pursuant to a written Policy applicable to all employees.

Evidence of substantiated unprofessional conduct cannot be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b.

The Teachers' Tenure Act shall apply if an Administrator's tenure rights are implicated by the disciplinary action.

[Optional: Discipline that results in 5 days or more of lost compensation may be reviewed by the Board.]

Legal authority: 29 CFR 541.602(b)(5); MCL 380.11a, 380.601a, 380.653, 380.1230b,
380.1249, 380.1249b; MCL 423.209

Date adopted:

Date revised:

Series 4000: District Employment

4500 Administrators/Supervisors

4507 Termination

For purposes of this Policy, “termination” refers to a proposed action to discharge or permanently discontinue the employment of an Administrator, Supervisor, or Director during the term of an individual employment contract. Non-renewal at contract expiration is not a termination under this Policy and is addressed in Policy 4508.

Unless otherwise provided by an applicable collective bargaining agreement or individual employment contract, an Administrator, Supervisor, or Director may be terminated for any lawful reason. Off-duty conduct may result in termination if it adversely impacts the District and is not a legally protected activity.

The applicable collective bargaining agreement or individual employment contract will set forth the procedure for terminating an Administrator, Supervisor, or Director. If the applicable collective bargaining agreement or individual employment contract does not set forth a procedure, then the Superintendent or designee will provide written charges in support of the recommendation for discharge and notice of the Board hearing date, time, and location, to the Administrator, Supervisor, or Director in advance of a Board meeting on the charges. The employee may request a hearing in closed session, but the Board’s decision on the termination recommendation must be made in open session. If the employee requests a hearing, the employee has the right to bring legal counsel or another representative of the employee’s choice (at the employee’s expense) to hear and contest the evidence supporting the termination recommendation and to submit evidence in support of the employee’s retention.

The Board resolution or written correspondence identifying the reason(s) for the Board’s decision on termination will be placed in the employee’s personnel file.

If the employee holds tenure rights as a classroom teacher and the District seeks to terminate those tenure rights, the District will comply with the Teachers’ Tenure Act.

Legal authority: MCL 38.71 et seq.; MCL 380.1229(2), 380.1229(3)

Date adopted:

Date revised:

Series 4000: District Employment

4500 Administrators/Supervisors

4508 Administrator Non-Renewal

A. Administrators Subject to Revised School Code Section 1229(2)

Administrator contract non-renewal may be subject to Revised School Code Section 1229(2) depending on the person's responsibilities, duties, and certification. If the non-renewal of an Administrator is subject to Revised School Code Section 1229(2), this Policy shall be implemented consistent with that statute.

"Non-renewal" is an action to discontinue an employment contract at contract expiration. Termination during the term of an existing employment contract is addressed in Policy 4507.

If Revised School Code Section 1229(2) applies, the non-renewal of an Administrator's individual employment contract must be preceded by a notice to the employee that the Board is considering non-renewal. Written notice of consideration of non-renewal must be given to the Administrator at least 90 calendar days before the expiration date of the Administrator's contract. The Administrator will be provided notice of the Board meeting at which the consideration of non-renewal will be reviewed and may request an open or closed session, where appropriate. The Board must act in open session on the recommendation to consider non-renewal.

The Superintendent or designee will notify the Administrator of the Board's decision to consider non-renewal, including a written statement of the reason(s). The employee may request to meet with a majority of the Board to discuss the reason(s) in open or closed session, where appropriate. The meeting with the majority of the Board to discuss the reason(s) it is considering non-renewal must take place following notice to the administrator of the consideration of non-renewal and before any action of non-renewal.

There must be a minimum of 30 calendar days between the time that the administrator is provided written notice that the Board is considering non-renewal, including a statement of the reason(s) for consideration of non-renewal, and the Board's action to renew or non-renew the administrator's individual employment contract. The resolution and notice of non-renewal must be provided to the administrator not less than 60 calendar days before the expiration date of the administrator's individual employment contract.

If the non-renewal is based on a reduction in personnel and not for a performance reason, the Board's review and action must take place in open session.

If the employee holds tenure rights as a classroom teacher and the District seeks to terminate those tenure rights, the District will comply with the Teachers' Tenure Act.

B. Non-Renewal of a Supervisor or Director

A Supervisor's or Director's contract may be non-renewed in accordance with the applicable individual employment contract or collective bargaining agreement. Absent any contractual guidance, recommendation of non-renewal will be presented to the Board at least [] calendar days before the contract expiration, stating the reason(s) for the recommendation. Advance written notice of the recommendation, the time, date, and location of the Board meeting, and option for closed session deliberation will be provided to the Supervisor or Director.

Legal authority: MCL 380.1229

Date adopted:

Date revised:

Series 4000: District Employment

4600 The Superintendent

4601 General

A. Employment

Except in limited circumstances as otherwise allowed by law, the Board will employ a Superintendent as the District's chief administrative officer who will report to the Board. The Superintendent's individual employment contract will not exceed 5 years. The Superintendent will maintain appropriate certification, as well as comply with continuing education requirements, as a condition of continued employment. The Superintendent must immediately notify the Board if his or her certification expires or is nullified or revoked.

B. Duties and Responsibilities

The Superintendent will regularly advise the Board on significant legal, educational, financial, and other school-related developments affecting the District and the Board and will demonstrate exemplary leadership and knowledge of contemporary educational philosophy and effective practices.

The Superintendent will ensure compliance with requirements imposed by federal and state law, Policy, and governmental authorities with jurisdiction over Michigan schools. The Board delegates to the Superintendent the general power and authority to do the following, within Board-approved Policy and budgetary parameters:

1. direct curriculum and take actions to maximize student safety, welfare, and educational opportunities;
2. [Option: Suspend students up to 59 days and expel students consistent with Policy 5206];
3. ensure compliance with student disciplinary standards and procedures;
4. accept all employee resignations on the Board's behalf;
5. make other employment decisions consistent with these Policies, specifically including the right to hire, recall, transfer, assign, direct, discipline, and recommend or impose termination, as applicable;
6. develop and implement recruitment, application, and selection procedures to fill vacancies for Non-Exempt Staff, Teaching Professionals, Non-Teaching Professionals, Administrators, Supervisors, and Directors and to make hiring recommendations to the Board for approval, if applicable;

7. manage District grounds, buildings, property, and equipment and make determinations about their use, maintenance, improvements, purchases, and repairs in accordance with law;
8. temporarily close one or more of the District's schools or programs or alter the school day when the Superintendent determines that the action is necessary for the health and safety of students and staff;
9. maintain adequate supplies and materials for students and staff;
10. consult with outside advisors, attorneys, auditors, and others in the best interests of the District;
11. negotiate collective bargaining agreements and other contracts, subject to Board review and ratification;
12. serve as the Board's spokesperson and community liaison;
13. develop, recommend, and implement cooperative programs and services with other public and private entities that will promote attainment of District goals and objectives;
14. implement Board policies and supervise the District's day-to-day operations;
15. take action in circumstances not authorized by Board action or Policy when required to effectively run the District's day-to-day operations, to respond to a lawful order, or to implement rules to protect health and safety. The Superintendent should (1) inform the Board of the action taken and the need for expedited action; and (2) report the action to the Board during the first meeting following the action;
16. draft administrative guidelines and forms which are consistent with these Policies or the law to effectively run the District's operations; and
17. take action as permitted or required by law or as authorized by Board action or Policy.

C. Fiscal Management

The Superintendent, in consultation with other District personnel, will prepare and present to the Board a proposed annual District budget for the upcoming fiscal year. Budget adoption and amendments will be subject to Board approval. The Superintendent will furnish the Board with all information requested by the Board for proper consideration of the proposed budget. After the proposed budget is adopted by the Board at a public hearing held in compliance with the Budget Hearings of Local Government Act, the Superintendent, in consultation with the individual acting in the capacity of the District's business official, will oversee and control budget expenditures to ensure compliance with the budget adopted by the Board.

Legal authority: MCL 141.411 et seq.; MCL 380.11a, 380.601a, 380.653, 380.654,
380.1229(1), 380.1229(4), 380.1246, 380.1536

Date adopted:

Date revised:

Series 4000: District Employment

4600 The Superintendent

4602 *Hiring*

The Board will determine and select the best candidate to serve as the Superintendent, based on qualifications, experience, and demonstrated capabilities. The Board may enlist professional consultants, employees, community members, or others to assist with the recruitment and selection process.

Qualified candidates will possess and maintain certifications, permits, and approvals required by federal and state law for the office of Superintendent. The hiring process will comply with the Michigan Open Meetings Act.

Before hiring the selected candidate, an offer of employment will be conditioned on successful completion of a background check as described in Policy 4205.

The Board should consult with legal counsel when drafting the Superintendent's employment contract.

The Superintendent's employment contract shall not exceed five years in duration. If a Superintendent vacates the position before a new Superintendent is selected, the Board shall appoint an interim Superintendent to oversee operations until a new Superintendent is selected. Hiring decisions shall be based on qualifications, skills, knowledge, abilities, education, certifications/licenses, experience, demeanor, and other criteria the Board may deem relevant.

Legal authority: MCL 15.261 et seq.; MCL 380.1229(1), 380.1536

Date adopted:

Date revised:

Series 4000: District Employment

4600 The Superintendent

4603 *Performance Evaluation*

Performance evaluations for the Superintendent are an essential element of providing quality educational services and measuring job performance and effectiveness. This Policy does not diminish the Board's authority or ability to either terminate the Superintendent's employment during the term of the Superintendent's employment contract or to non-renew the Superintendent's contract at its expiration.

The Board will ensure that the Superintendent is evaluated based on a performance evaluation system described in Revised School Code Sections 1249 and 1249b and the individual employment contract. The evaluation may include, where appropriate or required by law, the following components:

- A. an annual evaluation process that meets statutory standards and is based on objective criteria;
- B. an annual evaluation by the Board, unless the Superintendent qualifies for a biennial evaluation, provided that this does not limit the Board's right to conduct more frequent evaluations where deemed appropriate by the Board;
- C. an improvement plan if the Superintendent is evaluated as developing or needing support, or otherwise at the Board's discretion;
- D. student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
- E. an evaluation and feedback provided in writing with an overall effectiveness rating of effective, developing, or needing support;
- F. dismissal of a Superintendent rated ineffective or needing support on 3 consecutive evaluations;
- G. a midyear progress report for each year that the Superintendent is evaluated that includes specific performance goals for the remainder of the year and any recommended training identified by the Board;
- H. a tool approved by the MDE, a modified MDE tool, or a local evaluation tool adopted in compliance with Revised School Code Sections 1249 and 1249b;
- I. opportunity for a Superintendent rated needing support to request a review consistent with the procedure for other administrators under Revised School Code 1249b;
- J. website posting of required information pertaining to the evaluation tool;
- K. providing appropriate training for Board members; and

- L. other components that the Board deems relevant, important, or in the District's best interests.

The Superintendent's individual employment contract will include an appeal process concerning the evaluation process and rating received.

The Board, in its discretion, may provide periodic scheduled feedback about the Superintendent's performance.

Legal authority: MCL 380.11a, 380.601a, 380.1249, 380.1249b

Date adopted:

Date revised:

Series 4000: District Employment

4600 The Superintendent

4604 Absence/Incapacity

If the Superintendent is physically or mentally incapacitated or if there is reason to believe that the Superintendent is unable to perform the duties of the position, pursuant to the Superintendent's individual employment contract and in accordance with federal and state law, the District may require the Superintendent to provide medical information or undergo a physical examination or psychological assessment to determine the Superintendent's ability to perform the duties of the position.

The Superintendent is a key employee as defined under the Family Medical Leave Act (FMLA), whose FMLA leave is limited to 12 weeks (60 work days). See Policy 4106.

If the Superintendent is incapacitated and has not requested leave or if there is reason to believe that the Superintendent cannot perform the duties of the position, the President, after consulting with legal counsel, may place the Superintendent on paid administrative leave pending review by the entire Board. The Superintendent's placement on paid administrative leave will be temporary while the Board determines appropriate action.

The President, subject to review and approval by the entire Board, may appoint a certified and qualified person as the acting Superintendent until the Superintendent can return or a successor is hired.

To promote accountability, where the Superintendent takes leave authorized by the Superintendent employment contract or District Policy, the Superintendent will notify the President and will maintain contemporaneous absence records.

Legal authority: 42 USC 12112; 29 CFR 825.312; MCL 380.1229

Date adopted:

Date revised:

Series 4000: District Employment

4600 The Superintendent

4605 *Gifts and Donations*

A. Accepting Gifts or Donations on Behalf of the District

The Superintendent or designee is authorized to accept donations on behalf of the Board in accordance with Policy 3303. Donations may not be accepted by a particular school or department without express permission from the Board or Superintendent or designee.

B. Accepting Personal Gifts

The Superintendent shall not solicit or accept anything of value for the Superintendent's direct or indirect personal benefit that may influence or reasonably be perceived to influence decision making or otherwise create an actual or perceived conflict of interest.

C. Gift Giving with Public Funds

Public funds may be used to purchase a plaque, medal, trophy, or other award for recognition of an employee, volunteer, or pupil if the purchase does not exceed statutory monetary limits; except, funds shall not be used to purchase alcoholic beverages, jewelry, fees for golf, or any item which is illegal, as consistent with and permitted by Policy 3205.

Legal authority: MCL 380.11a(3), 380.634, 380.1814

Date adopted:

Date revised:

Series 4000: District Employment

4600 The Superintendent

4606 Discipline and Termination

The Board may discipline or discharge the Superintendent in conformance with the procedures and standards set forth in the Superintendent's individual employment contract with the Board. Where there is reason to believe that the Superintendent has engaged in conduct, performance, or behavior that warrants discipline, the President has the authority to place the Superintendent on paid administrative leave after consultation with legal counsel and pending investigation and further Board action.

If the President receives a complaint against the Superintendent that warrants review at a Board meeting, the Board may convene in open session or closed session at the Superintendent's request, to consider the complaint.

When considering whether discharge or a long-term unpaid disciplinary suspension is appropriate, the Board will provide the Superintendent with advance written notice of disciplinary charges and an opportunity for a hearing at a Board meeting. The Superintendent may request closed session consideration of the complaint or charges. If the Board is considering discharge or a long-term unpaid disciplinary suspension of the Superintendent, and the Superintendent requests a hearing, the Superintendent has the right to bring legal counsel (at the Superintendent's expense) to hear and contest the evidence supporting the discharge or long-term suspension and to submit evidence opposing the discipline.

If the Board concludes, by a preponderance of the evidence, that discharge or a long-term unpaid disciplinary suspension is warranted, the Board may discharge or suspend the Superintendent so long as the basis follows the standards identified in the Superintendent's employment contract. If the Superintendent's individual employment contract does not include a discipline provision, the Board may implement discipline for any lawful reason. Written discipline will be placed in the Superintendent's personnel file.

A suspension without pay may be imposed as a disciplinary consequence, consistent with the FLSA, for infractions of safety rules of major significance or infractions of workplace conduct rules, such as rules prohibiting unlawful harassment, workplace violence, drug or alcohol use, or for infractions of state or federal laws. Disciplinary deductions may only be made in full-day increments and must be imposed pursuant to a written Policy applicable to all employees.

The Superintendent's discharge will not negate residual rights that the Superintendent may have acquired under the Teachers' Tenure Act. Tenure charges seeking the Superintendent's discharge may be issued if appropriate.

Evidence of substantiated unprofessional conduct cannot be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b.

If the Superintendent fails to comply with certification, permit, or continuing education standards as required by law, the Superintendent's contract terminates immediately.

Legal authority: 29 CFR 541.602(b)(5); MCL 15.268(a); MCL 380.11a(3)(d), 380.601a, 380.1230b

Date adopted:

Date revised:

Series 4000: District Employment

4600 The Superintendent

4607 Non-Renewal

The Board may, in its discretion, non-renew the Superintendent's individual employment contract effective at the end of the contract term. The Board must provide written notice of the non-renewal to the Superintendent at least 90 days before the contract expires, as provided by Revised School Code Section 1229(1). Failure to provide at least 90 days' advance written notice of non-renewal will result in extending the Superintendent's contract for an additional 1-year period.

Legal authority: MCL 380.1229(1)

Date adopted:

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