



**BOARD OF EDUCATION
REGULAR MEETING**

Monday, April 14, 2025 — 7:00 p.m.

Whitmore Lake High School

Barb Huang Library



WHITMORE LAKE PUBLIC SCHOOLS BOARD OF EDUCATION

Mission Statement

Partnering with students, parents, and the community to provide exceptional, personalized education.

REGULAR MEETING AGENDA

Monday, April 14, 2025 – 7:00 p.m.

Whitmore Lake High School Barb Huang Library
7430 Whitmore Lake Rd.
Whitmore Lake, MI 48189

CALL TO ORDER

PLEDGE OF ALLEGIANCE

BOARD OF EDUCATION ROLL CALL

APPROVAL OF AGENDA

CALL TO THE PUBLIC

“The 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 in the agenda.”

BOARD CLARIFICATION

SPECIAL PRESENTATION

Superintendent DeKeyser will present plans to the Board to consider redistribution of Pre-K - 5th grade and 6th – 12th grades.

STUDENT COUNCIL

Landen Livingston will present the student council report.

COMMITTEE REPORTS

CONSENT ITEMS

Approval of minutes from the March 10, 2025 Board of Education Regular Meeting. (**Attachment 1**)

Approve fund transfer of \$509,061 in payments from Accounts Payable as per attachment 2; further, to approve the transfer of \$661,854 from Accounts Payable to cover the payrolls of March 14, 2025 and March 31, 2025. (**Attachment 2**)

NEW BUSINESS

2025-2026 Athletic Training Contract

Motion to approve the 2025-2026 Athletic Training Services Agreement with MedSport, a Program of The Regents of the University of Michigan. (**Attachment 3**)

*Resolution to Consider Designation
of Electoral Representative*

Motion to consider the proposed resolution (**Attachment 4**) to designate the district’s electoral representative and an alternate representative to serve on the 2025 electoral body responsible for electing members of the Washtenaw

Intermediate School District Board of Education. **A roll call vote is required upon consideration.**

Financial Report

Attachment 5 contains the Budget Performance Report for March 31, 2025. Director of Finance & Operations, Denise Kerrigan will update the Board with information regarding the financial report.

Board of Education Policies

The Board will review the Miller Johnson policies and administrative regulations, 2003-AR – Education Records, 2006 & 2006-AR - Behavior, 3001 & 3001-AR – Curriculum Development, 4003 & 4003-AR – Conditions of Employment, 4004 – Evaluations, Discipline and Discharge, Resignations, 5008 & 5008-AR – Meal Charge / Food Services, 6002 – Safety and Security, 6003 – Firearms and Other Weapons, 6004 – School Crisis, Response, and Closure, 7010-AR – School Visitors, 8002 & 8002-AR – Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act, and 8007.3-AR - Sexual Harassment Under Title IX – Employees and Students for a second reading. Approval is recommended. **(Attachment 6)**

Redistricting Approval

Motion to approve the Pre-K – 5 and 6 – 12 redistribution plan beginning with the 2025-26 school year.

SUPERINTENDENT’S REPORT

OTHER INFORMATION

MS/HS Paraprofessional, Yvonne Haynes has submitted her letter of retirement. She will retire on July 1, 2025.

The following people have recently submitted their resignations: GLTW Toddler Assistant Teacher, Madalyn Tenace, Competitive Cheer Coach, Mindijo Rahn and Varsity Wrestling Coach, Chris Emery

The following people have accepted positions in the District: Robin Armstrong as Montessori Education Specialist, Ethan Rogers as MS/HS custodian, Donna Preiskorn as Adult Swim Instructor, Charlotte Henry as MS/HS Paraprofessional, Benjamin Marcum as MS Baseball Coach, and Brandon Smith as Varsity Wrestling Coach.

ANNOUNCEMENTS

The next Regular Meeting of the Board will be held on Monday, May 12, 2025 at 7:00 p.m. in the High School Barb Huang Library.

CALL TO THE PUBLIC

BOARD MEMBER REPORTS

Mr. Cole, Mrs. Collins, Mrs. Henning, Mrs. Kritzman, Mrs. McCully, Mr. Meadows, and Mr. Zolenski

ADJOURNMENT

Please fill out a "Public Participation Request" form if you wish to address the Board prior to the Public Comment section of the meeting. Please include your name, address and topic you wish to speak on. Those wishing to speak in Public Comment are limited to three (3) minutes.

0000 – BYLAWS

0160 - MEETINGS

0167.3 – Public Participation at Board Meetings

Tape or video recordings are permitted subject to the following conditions:

- A. No obstructions are created between the Board and the audience.
- B. No interviews are conducted in the meeting room while the Board is in session.
- C. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment.

M.C.L. 15.253(4)(5)(6), 380.1808

Revised 9/27/2010

Use of Recording Devices

Anyone attending a school event who wishes to record the activity on a visual recording device shall be asked to abide by the following rules:

- A. The recorder must operate the device within the area designated by the principal or director of the activity.
- B. The camera must not block the view of any other attendees or interfere with others who seek to record the activity.
- C. Those who record or assist a recorder must not block any passageways nor interfere with any other attendee's participation or observation of the activity.
- D. If sound is also being recorded, the recorder must not ask other attendees to be quiet or to change their behavior in order to improve the quality of the sound.
- E. If the District is recording the activity, the principal may arrange for a person to obtain a copy providing s/he agrees to provide a tape and pay whatever the principal may need to charge to cover the costs of transfer.

Where the District does not possess the appropriate license or permission to allow the recording of a copyrighted work or performance, notice will be given, when possible, prior to the exhibit or performance. Announcements shall be made at the beginning of any such exhibit or performance.

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Whitmore Lake Public Schools

BOARD OF EDUCATION

Regular Meeting Minutes

March 10, 2025 – High School Barb Huang Library – 7:00 p.m.

MEMBERS PRESENT

Michelle Kritzman (*President*), Frank Zolenski (*Vice President*) (*arrived at 7:06 p.m.*), John Meadows (*Treasurer*), Lisa McCully (*Secretary*), Lee Cole (*Trustee*), Lindsey Collins (*Trustee*), and Kelly Henning (*Trustee*)

MEMBERS ABSENT

None

ADMINISTRATORS PRESENT

Superintendent, Tom DeKeyser, Director of Finance & Operations, Denise Kerrigan, MS/HS Principal, Jill Henry, Elementary Principal, Heidi Roy-Borland, and Student Services Director, Melissa Heuker

OTHERS PRESENT

Staff, parents, and members of the community

CALL TO ORDER

At 7:00 p.m. by President Michelle Kritzman.

APPROVAL OF AGENDA

Motion to approve the agenda as presented made by Mrs. Kritzman; supported by Mr. Cole. Ayes – 6; Nays – 0, motion carried

CALL TO THE PUBLIC

Eric John Roberts of Ann Arbor, MI introduced himself and shared he is running for election on the Washtenaw ISD Board on June 2, 2025.

STUDENT COUNCIL

Student Council President, Landen Livingston shared they will begin planning for the Spring Fling celebration at the next meeting. He also shared that the Junior & Senior Prom is scheduled for May 10, 2025.

COMMITTEE REPORTS

Mr. Meadows shared that the Finance Committee met on March 3, 2025. The main topic included the additional expenses and revenues to the budget and would recommend approving the amended budget. Other topics included Sinking Fund expenses and renewal, an Energy Bond, and personnel.

Mrs. Collins shared that the Policy Committee met on March 3, 2025. They reviewed several of the policy updates as the first reading and recommend waiting until April due to executive orders that may impact those policies.

CONSENT ITEMS

Motion to approve the minutes from the February 17, 2025 Board of Education Regular Meeting was made by Mrs. Kritzman; supported by Mr. Meadows. Ayes – 7; Nays – 0, motion carried 7 – 0

Motion to approve fund transfer of \$664,521 in payments from Accounts Payable; further to approve the transfer of \$646,703 from Accounts Payable to cover the payrolls of February 14, 2025, and February 28, 2025 was made by Mrs. Kritzman; supported by Mr. Meadows. Ayes – 7; Nays – 0, motion carried 7 – 0

NEW BUSINESS

Marching Band Trip Proposal

Motion to approve the proposal for an overnight WLHS Marching Band Trip submitted by Elisa Fixler, MS/HS Band Director, to travel to Hersey, MI for Band Camp from July 28, 2025 to August 1, 2025 was made by Mrs. Kritzman; supported by Mr. Zolenski. Ayes – 7; Nays – 0, motion carried 7 – 0

2024-2025 Budget Proposal and Resolution

Motion to approve the 2024-25 General Fund Amended Budget Summary as presented was made by Mrs. Cole; supported by Mrs. Henning. Ayes – 7; Nays – 0, motion carried 7 – 0

Director of Finance & Operations, Denise Kerrigan walked through the 2024-25 Amended Budget Summary with the Board. Mrs. Kerrigan identified the changes made and shared the additional revenue is mostly from GSRP and Act 18 funding. She also shared that the additional expenses reflect increases to special education, utility costs, maintenance repairs, and additional personnel in custodial and transportation departments.

Roll Call Vote: Mr. Zolenski – yes, Mr. Meadows – yes, Mrs. McCully – yes, Mrs. Kritzman – yes, Mrs. Henning – yes, Mrs. Collins – yes, Mr. Cole – yes
Ayes – 7; Nays – 0, motion carried 7 – 0

Approval of Comprehensive, Performance-Based Energy Conservation Program RFP

Motion to award the bid for the Comprehensive, Performance-Based Energy Conservation Program to Trane for an Amount not to exceed \$3,039,214 was made by Mr. Meadows; supported by Mrs. Collins.

Mr. DeKeyser shared this plan came after the August and November election proposals failed. He shared the major HVAC issues still persist and recommended the Board to move forward with the plan due to catastrophic risks of not doing anything, which could include shutting down buildings. He also shared this program would have a cost avoidance starting out at a minimum of \$100,000. He would also recommend the loan to be paid out of the sinking fund to avoid hits to the general fund. He then answered all Board member questions.

School Improvement Bonds Resolution

Motion to approve the resolution authorizing the issuance and delegating the sale of bonds and other matters relating thereto as prepared by Thrun Law Firm was made by Mrs. Kritzman; supported by Mr. Meadows.

Roll Call Vote: Mrs. Collins – yes, Mrs. Henning – yes, Mr. Cole – yes, Mr. Zolenski – yes, Mrs. Kritzman – yes, Mrs. McCully – yes, Mr. Meadows – yes,
Ayes – 7; Nays – 0, motion carried 7 – 0

SUPERINTENDENT’S REPORT

Superintendent DeKeyser shared the following:

- 1) Facility update –school improvement bond sales are expected sometime in May, with plans to start the repairs and modifications/upgrades at the end of May or early June.
- 2) Announcements – a middle school redistricting meeting with 6th grade parents at 7:00 p.m. on Wednesday, March 12, 2025, Kindergarten Round-up at the elementary at 6:00 p.m. and a Montessori curriculum night at the main street campus on Thursday, March 13, 2025.

OTHER INFORMATION

The board acknowledged all the resignations and hiring of staff as listed on the agenda.

ANNOUNCEMENTS

The next Regular Meeting of the Board of Education will meet on Monday, April 14, 2025 at 7:00 p.m. in the High School Barb Huang Library.

CALL TO THE PUBLIC

None

BOARD MEMBER REPORTS

Mr. Cole shared he attended the Northfield Township Park & Recreation meeting. Topics included reviewing the park plans with the Northfield Township Board.

Mrs. Henning announced a representative from the Community Scholarship Fund will be present at Kindergarten Round-up to register students for the Future Trojan Scholarship drawing, with a chance to win the \$1000 scholarship, after completing Kindergarten through 12th grade, in the Whitmore Lake School District.

Mr. Zolenski announced the High School Drama Club will perform the ‘Descendants’ musical this weekend, March 14th, 15th & 16th.

Mrs. Kritzman announced WISD will host an Educational Program on Dyslexia Thursday, March 13th from 7:00 – 8:30 p.m.

ADJOURNMENT

Motion to adjourn the Regular Meeting at 7:33 p.m. made by Mrs. Kritzman; supported by Mr. Meadows.
Ayes - 7; Nays - 0, motion carried 7 - 0.

Lisa C. McCully, Secretary, Board of Education
Whitmore Lake Public Schools

Date

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Whitmore Lake Public Schools
Business Office Transactions

For the Month Ending:
March 2025

<u>Payroll Transactions</u>	March 14, 2025	\$	310,847
	March 31, 2025	\$	351,007
		\$	<u>661,854</u>
<u>Accounts Payable Transactions</u>		\$	<u>509,061</u>

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MedSport Services Agreement

This MedSport Services Agreement (the “Agreement”) is made between the entity listed on Exhibit A as Purchaser (“Purchaser”), and The Regents of the University of Michigan, a Michigan constitutional corporation with its principal place of business in Ann Arbor, Michigan (“University”). Each of Purchaser and University are also referred to herein individually as a “Party” and collectively as the “Parties”.

ARTICLE I UNIVERSITY OBLIGATIONS

1.1 Services. University will, through its staff, students, contractors and other agents (the “University Staff”) provide to Purchaser the services set forth and incorporated in Exhibit A to this Agreement (the “Services”) in accordance with the terms and conditions of this Agreement.

1.2 University Staff. University will be solely responsible for the selection, supervision, compensation, evaluation, training, retention, discipline and termination of the University Staff; provided, however, that, upon the request of University, Purchaser may provide University with performance feedback to assist University in its evaluations.

1.3 University Point of Contact. University will identify a member of University Staff to serve as a primary contact with respect to this Agreement.

1.4 Required Licenses and Consents. University will, before the date on which the Services are to commence, obtain, and at all times during the Term (as defined in Exhibit A) maintain, all necessary licenses and consents applicable to the provision of the Services.

ARTICLE II PURCHASER OBLIGATIONS

2.1 Purchaser Point of Contact. Purchaser will cooperate with University in all matters relating to the Services and appoint a Purchaser employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Purchaser with respect to matters pertaining to this Agreement.

2.2 Access to Premises. Purchaser will provide access to Purchaser’s premises, and such office accommodation and other facilities as may reasonably be requested by University, for the purposes of performing the Services.

2.3 Authorizations and Approvals. Purchaser will respond promptly to any University request to provide information, approvals, authorizations or decisions that are reasonably necessary for University to perform Services in accordance with the requirements of this Agreement.

2.4 Required Licenses and Consents. Purchaser will obtain and maintain all necessary licenses and consents in relation to the Services, in all cases before the date on which the Services are to commence.

2.5 Releases. Purchaser will secure all necessary consents, authorizations, and other releases to permit University to provide Services to Purchaser’s athletes and to release University from any liability in connection with the athlete’s participation in sports and related activities. University assumes in providing Services to Purchaser and its athletes that Purchaser has secured all such necessary consents, authorizations, and releases.

2.6 Records. Purchaser acknowledges that University will maintain records of the Services. Purchaser will maintain all records of Services provided by University, including logs, notes, and other records, for a period of at least three (3) years following expiration or termination of this Agreement and in compliance with applicable law, including without limitation the federal Family Education Rights and Privacy Act ("FERPA").

2.7 University Performance. If University's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants or employees, University will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from the prevention or delay.

ARTICLE III RECORDS AND ACCESS

3.1 Confidentiality and Privacy. The Parties agree to maintain and hold as confidential and not disclose the existence or terms of this Agreement or any confidential or proprietary information ("Confidential Information") that either Party may be provided during the Term to any other person (with the exception of either Party's legal counsel or other representatives), unless disclosure of Confidential Information is required by Applicable Law or otherwise authorized by this Agreement or consented to in writing by the other Party. In addition, the Parties agree that University's provision of the Services does not qualify University as a "Business Associate" of Purchaser as defined in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, (which act and regulations as amended, restated and superseded from time to time, are collectively referred to as "HIPAA"). Purchaser will take all necessary steps to ensure University Staff do not seek or obtain access to protected health information created, maintained or received by Purchaser. In the event the scope of University's services changes or HIPAA changes (including governmental guidance offered on HIPAA) such that either Party concludes the Agreement must be amended or further documents executed to ensure the Parties' compliance with HIPAA, the Parties agree to promptly take all actions necessary to ensure their compliance with HIPAA.

3.2 Access to Records.

(a) Cooperation. The Parties will cooperate to make available to one another and to government authorities with jurisdiction access to any financial, medical, or other records created or maintained in connection with this Agreement and the Services as necessary to facilitate their compliance with Applicable Law.

(b) Omnibus Reconciliation Act. If and only to the extent required by Section 1861(v)(1)(1) of the Social Security Act, the Parties will: (i) make available, upon written request of the Secretary of the Department of Health and Human Services, the Controller General of the United States, or any of their duly authorized representatives (collectively the "Government Parties"), this Agreement and such books, documents, and other records as may be necessary to certify the nature and extent of the costs hereunder; and (ii) ensure that any subcontracts with a value or cost of \$10,000 or more over a 12-month period with a related organization contain a clause that requires that until the expiration of six (6) years following the furnishing of services pursuant to the contract, the related organization will make available, upon request of the Government Parties, the subcontract and such books, documents and other records of such related organization as are necessary to verify the nature and extent of rendered contractual costs.

ARTICLE IV FINANCIAL ARRANGEMENT

4.1 Compensation. Purchaser will compensate University for the Services by paying the fees and reimbursing such expenses pursuant Exhibit A.

4.2 Billing. University will submit an invoice to Purchaser within sixty (60) days of the end of each calendar quarter in arrears for its fees and expenses incurred for such time period, or at other time intervals upon which the Parties mutually agree, that University provides Services, documenting all the Services completed by University and the amount owed by Purchaser.

4.3 Payment. No later than thirty (30) days after Purchaser receives an invoice for Services, Purchaser will remit payment to University in the amount set forth in the invoice. All payments under this Agreement will be in US dollars and made by check or wire transfer.

4.4 Taxes. Purchaser will be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Purchaser.

ARTICLE V COMPLIANCE WITH LAWS AND STANDARDS

5.1 Generally. Each Party will exercise its rights and perform its obligations under this Agreement in accordance with Applicable Law, including without limitation those pertaining to recipients of federal funds, confidentiality, health care fraud and abuse and taxes. Purchaser acknowledges that it has been advised that University operates a toll-free compliance hotline (866-990-0111) to facilitate the reporting of any conduct or activity that is or may be non-compliant with legal and regulatory requirements or risk patient safety. Purchaser will immediately report by calling the compliance hotline or filing an online report (<http://www.med.umich.edu/compliancehotline/>) any observed conduct, activity or practice that it believes may be non-compliant or below applicable standards, and will instruct its employees, contractors, agents and others as applicable to do so on its behalf.

5.2 Public Health Guidance. If required by University, Purchaser agrees to incorporate and abide by all state and federal public health legal orders and guidance as well as guidance issued by the MHSAA, associated with Purchaser's athletic activities. The failure of Purchaser to maintain compliance with all state and federal public health legal orders and guidance as well as the MHSAA rules after notice of such failure and reasonable time to cure shall excuse University's performance under the Agreement.

5.3 Non-Discrimination/Equal Opportunity. To the extent applicable, the Parties agree to comply with the following, as amended from time to time: Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination Act of 1975, the Drug Free Workplace Act of 1988, Section 503 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, and any similar Applicable Law.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 Generally. Each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has the full right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and

(d) when executed and delivered by a Party, this Agreement will constitute the legal, valid and binding obligation of that Party, enforceable against that Party in accordance with its terms.

6.2 No Warranty or Guarantee; Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE FEDERAL, STATE AND LOCAL LAW AND REGULATIONS ("APPLICABLE LAW"), UNIVERSITY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE SERVICES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. FOR THE AVOIDANCE OF DOUBT, UNIVERSITY DOES NOT GUARANTEE ANY PARTICULAR RESULTS BASED ON THE SERVICES PROVIDED.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.4 Indemnification.

(a) Indemnification. Each Party will defend, indemnify and hold harmless the other Party and its respective officers, directors, trustees, employees, representatives, agents, successors, and assigns from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees (collectively, "Losses"), which may arise out of the indemnifying Party's acts or omissions under this Agreement for which the indemnifying Party would be liable in law or equity.

(b) Notification of Claim. The indemnifying Party will keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and will permit the indemnified Party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying Party's payment of money, it will have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying Party or the indemnifying Party has not or will not pay the money required for resolution, the Parties will cooperate regarding defense and settlement.

(c) Exclusive Remedy. The sole and exclusive remedy for any and all Losses resulting from, relating to, or arising out of this Agreement will be the rights of indemnification set forth in this Article VII, and no person will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise, it being agreed that all of such other remedies, entitlements and recourse are expressly waived and released by the Parties hereto to the fullest extent permitted by Applicable Law.

(d) Limitation of Liability. Neither Party will be liable to the other for any consequential, incidental, indirect, special, punitive or exemplary damages of any kind whatsoever

(including, but not limited to, any loss of future revenue, income or profits or any diminution of value or multiples of earnings damages) sustained as a result of a breach or alleged breach of, or otherwise arising out of, this Agreement or any action, inaction, alleged tortious conduct, or delay by the other related thereto, whether or not the possibility of such damages has been disclosed to the other Party in advance or could have been reasonably foreseen by the other Party. In no event will either Party's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid to University pursuant to this Agreement in the twelve-month period preceding the event giving rise to the claim.

7.5 Insurance and Claims.

(a) Maintenance of Insurance. Each Party agrees to procure and maintain in effect during the Term (i) comprehensive general liability insurance, including contractual products and completed operations insurance, of at least two million (\$2,000,000) dollars per occurrence and five million (\$5,000,000) dollars in the aggregate, (ii) errors and omissions/professional liability insurance in the amounts of at least five million (\$5,000,000) dollars per occurrence and ten million (\$10,000,000) dollars in the aggregate if the Services are deemed professional in nature or performed by someone with a professional designation and are excluded from the comprehensive general liability insurance, and (iii) comprehensive cyber liability insurance of at least one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate with coverage for damages from first and third party losses from media content, security and privacy, cyber extortion, and event management. These insurance requirements may be satisfied with a policy of commercial insurance from an insurance carrier with a Best A- or better rating registered to write insurance policies in Michigan and in good standing with the Commissioner of Insurance for the State of Michigan, or a self-insurance trust fund or captive insurance company which is consistent with self-insurance requirements under Applicable Law. Each Party is responsible for covering its own employees. Each Party agrees to provide the other Party with prompt written notice of any change in its total program of liability insurance coverage that would cause such Party to be out of compliance with the requirements set forth in this Section.

(b) Additional Coverage. In the event any insurance described in this Article is purchased on a claims-made basis, the Party responsible for procuring and maintaining such insurance will procure a reporting endorsement ("tail coverage") with the same coverage limits.

(c) Evidence of Insurance. Each Party will furnish the other, within seven (7) days after receipt of a request, a current and valid Certificate of Insurance or verification of the existence of a self-insurance program satisfying the requirements set forth in this Article.

(d) Claims and Litigation Arising out of this Agreement. Each Party agrees to fully cooperate with each other in the notification, investigation and handling of all potential claims, pre-suit claims and litigation toward mutually reducing the costs of litigation and enhancing litigation outcome.

ARTICLE VIII TERM AND TERMINATION

8.1 Term. The Term of this Agreement will be as defined in Exhibit A.

8.2 Early Termination.

(a) Termination for Convenience. Either Party may terminate this Agreement, for any reason or for no reason, by providing ninety (90) days' written notice to the other Party.

(b) Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party of its obligations under this Agreement by providing written notice to the breaching Party of the breach and a reasonable opportunity to cure of no less than thirty (30) days (the "Cure Period"). In the event the breaching Party does not cure within the Cure Period, this Agreement will terminate as of the day following the expiration of the Cure Period. A notice of termination pursuant to this Section will trigger the informal dispute resolution procedures specified in Article VII.

(c) Immediate Termination. Either Party has the right to terminate this Agreement immediately upon notice to the other Party in the event the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceedings under federal or state bankruptcy or other Applicable Law relating to insolvency or the protection or rights of creditors.

(d) Effect of Termination. As of the effective date of the termination of this Agreement, neither Party will have any further rights or obligations hereunder except (i) Sections 2.6, 3.1, 8.2 and Articles III, VII, IX and X will survive the termination of this Agreement, (ii) for rights and obligations accruing prior to the effective date of termination and (iii) arising as a result of any breach of this Agreement.

ARTICLE IX COORDINATION AND DISPUTE RESOLUTION

9.1 Informal Dispute Resolution. A representative of each of University and Purchaser will meet as often as reasonably requested by either Party to review the performance of the Parties under this Agreement. In the event of any dispute or disagreement between the Parties with respect to the performance by either of its obligations hereunder or with respect to interpretation of the Agreement's terms and conditions, then at the request of either Party, each Party will appoint a representative whose task it will be to meet with the other for the purpose of endeavoring to resolve the dispute. During the course of discussions, all reasonable requests made by one Party to the other for information will be honored so that each of the Parties may be fully informed concerning the dispute. The specific format for discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or exchange of written statements of position. No formal proceedings for resolution of any dispute may be commenced until the earlier of (i) a good-faith conclusion by each Party's designated representative that amicable resolution through continued negotiation does not appear likely; or (ii) the passage of thirty (30) days after delivery of a written request for appointment of representatives to resolve the dispute. Any discussions or negotiations held pursuant to this Section will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

9.2 Notification of Adverse Action. Each Party will notify the other promptly of: (a) any litigation brought against the notifying Party related to the Services provided hereunder; (b) any actions taken or investigations initiated by any government agency involving the Services hereunder, University, Purchaser, or their employees, agents or contractors involved in providing Services hereunder; or (c) if applicable, any legal actions or investigations, or notice thereof, initiated against the Party by governmental agencies or individuals regarding fraud, abuse, false claims, or kickbacks in connection with the Services. Upon the other Party's request, the notifying Party will provide the other Party with all known details of the nature, circumstances, and disposition of any suits, claims or investigations reportable under this Article VII; provided, however, that nothing in this Article will require either Party to provide the other with any information prohibited to be disclosed by Applicable Law or administrative agency requirement, or to waive any attorney-client, work-product or other similar privileges.

9.3 Participation in Defense. Each Party retains the right to participate, at its own expense, in the defense of any alleged or potential claim against either Party where the claim or potential claim represents any risk of an adverse outcome to the Party seeking participation in the defense.

9.4 Assumption of Defense Obligations. Each Party retains the right to assume, at its own expense, all defense obligations for any alleged or potential claim if the claim arises entirely from the alleged acts or omissions of the Party seeking assumption of the defense obligations.

ARTICLE X GENERAL PROVISIONS

10.1 Names and Marks.

(a) Ownership. Each Party retains ownership in any trade names, service marks, trademarks, trade dress, logos and similar intangible property and neither will take any action that would infringe on the other's property in carrying out the terms and conditions of this Agreement.

(b) Use. In no event may either Party use the names, trade names, service marks, trademarks, trade dress or logos of the other in publicity releases, advertising or any other external communications or public disclosures without the express, written consent of a duly authorized representative of the other.

(c) Effect of Termination. Upon expiration or termination of this Agreement under any circumstances, Purchaser will immediately destroy all signage, stationary and other visible indicators of the University of Michigan's involvement in the provision of Services for Purchaser, if any. Nothing in this Agreement will be interpreted to affect a sale, lease, or other transfer of a Party's name, mark, dress or logo to the other Party.

10.2 Independent Contractors. The Parties agree that each is a separate and independent entity and an independent contractor to the other. Neither Party is the partner, agent, joint venturer or representative of the other, nor does either Party exercise independent direction or control over the manner in which the other performs its obligations under this Agreement. Each Party will be responsible, with respect to each of its employees performing services or obligations pursuant to this Agreement to: (a) pay or cause to be paid compensation and fringe benefits; (b) withhold or cause to be withheld, and pay to the appropriate taxing authorities, all applicable federal, state, and local taxes (including, but not limited to, FICA); (c) make, or cause to be made, any and all payments such as unemployment compensation; and (d) maintain, or cause to be maintained, all worker's compensation and insurance or self-insurance as may be required under Applicable Law. Neither Party will have, nor will any make any statement nor take any action that might cause a third party to believe it has, the authority to transact any business, enter into any agreement, or in any way bind or make any commitment on behalf of the other unless expressly set forth in this Agreement or otherwise approved in writing by a duly authorized representative of the other.

10.3 Assignment/Delegation/Subcontracting. Neither Party will assign, delegate, subcontract or otherwise transfer, whether by operation of law or otherwise, any or all of its rights and/or obligations under this Agreement except with the express, written consent of a duly authorized representative of the other Party. This prohibition will not be deemed to apply to an assignment, delegation, or subcontract by a Party (a) to an entity that owns or controls, is under common ownership or control with, or that is owned or controlled by a Party or (b) in connection with a conversion of such Party, a merger of such Party into another entity, a sale of a majority of the equity in such Party, or a sale by such Party of all or substantially all of its assets. No assignment will relieve the assigning Party of any of its obligations hereunder.

10.4 Notice. Any notice to either Party must be in writing, signed by the Party giving it, and served to the addresses indicated on the signature page (and to such other addresses as later may be designated by written notice) by personal delivery, recognized overnight courier service, electronic mail, or by the United States mail, first-class, certified or registered, postage prepaid, return receipt requested. All such notices will be effective when received, but in no event later than three (3) days after mailing.

10.5 Entire Agreement, Amendment. This Agreement and its attachments collectively constitute the sole and entire understanding between the Parties with respect to the provision of Services to Purchaser by University and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to the subject matter herein. This Agreement may not be amended except by an agreement signed by authorized representatives of both Parties..

10.6 Governing Law, Construction and Venue. This Agreement will be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions asserted against The Regents of the University of Michigan will be brought in the Michigan Court of Claims.

10.7 Force Majeure. Neither Purchaser nor University will be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or like causes beyond the reasonable control of the Party ("Force Majeure Event"). In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the Party will: (a) as soon as practicable notify the other Party in writing of the Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) calendar days following notice by the delaying Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice.

10.8 Tax Exempt Status. Purchaser acknowledges that University is a tax-exempt institution, granted such status by authorized taxing units of State of Michigan, and is exempt from Federal Excise Tax and Michigan General Sales Tax (see Michigan Public Act 167 of 1933. Section 4 as amended).

10.9 Freedom of Information Act. Nothing in this Agreement will be construed to limit in any way the ability of University to comply with any Applicable Law or legal process concerning disclosures by public bodies. The parties acknowledge that any responses, materials, correspondence or documents provided to University are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with such act or any other law, and such release will not constitute a breach or threatened breach of this Agreement.

* * * **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK** * * *

This Agreement becomes binding when signed by both Parties.

PURCHASER

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address(es) for Notices: _____

Address(es) for Notices:
University of Michigan
Attn: Department of Strategy
2301 Commonwealth Blvd 2nd FL
Ann Arbor MI 48105-2967

With a copy to:
Office of the General Counsel
University of Michigan
300 N. Ingalls, Suite 3B04
Ann Arbor, MI 48109-5476

Federal Tax ID: _____

Federal Tax ID: 38-6006309

EXHIBIT A
SERVICES AND COMPENSATION

I. DEFINED TERMS

Purchaser	Whitmore Lake high school, a Michigan public high school, with its principal place of business in 7430 Whitmore Lake Rd., Whitmore Lake, MI. 48189.
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II. TERM

The initial term for the provision of the Services (the "Initial Term") will begin on **August 11th, 2025** (the "Effective Date") and end on **June 13th, 2026th**, unless earlier terminated in accordance with this Agreement. The Initial Term may be renewed and extended for additional one-year terms by written agreement of the Parties (each a "Renewal Term" and together with the Initial Term, the "Term"). Each Party agrees to use its reasonable efforts to notify the other Party, no later than thirty (30) days prior to the end of the Term, that it does not intend to enter into a Renewal Term.

III. SERVICES. University Staff shall provide the following allied health care services (collective, the "Services").

- a. Evaluate, manage, and treat athletic-related injuries and conditions.
- b. Refer individuals to physicians as appropriate.
- c. Apply strapping, bandaging, or bracing designed to prevent or protect athletes against injury.
- d. Design and implement rehabilitation, conditioning, and weight-training programs.
- e. Develop an emergency action and AED plan.
- f. Provide coverage for on-site school practices and events while working within the number of hours per the school contract.
- g. Provide coverage for all away varsity football contests (if applicable).
- h. Administer first aid and acute treatment.
- i. Maintain inventory records; order equipment and supplies as needed based on school budgets.
- j. Upon request, facilitate learning opportunities for students interested in the field of athletic training.
- k. Serve as liaison between school administration, coaches, athletes, and parents.
- l. Alpha weigh-in monitoring for wrestling
- m. Upon request, instruct nutrition class for wrestling and other program and may assist in development of diet and meal plans for athletes.
- n. Upon request, provide pre-participation concussion testing for student-athletes.
- o. Upon request, provide CPR training for coaches. Proper notice must be given to align the necessary resources in a timely manner.
- p. University Staff can be available to review the preparticipation examinations required by the MHSAA, for every participating student athlete, but they are not responsible for the collection, storage, or coordination of scheduling PPE's. These responsibilities fall upon the administration of the school alone.

A total of **880** hours (average of 20 hours per week) of Services will be provided to Whitmore Lake high school during the Initial Term. Any additional services provided by University to Purchaser will be mutually agreed by the Parties in writing.

IV. COMPENSATION

A. Base Fee

The base fee for the Services is **\$28,506.60**. On each anniversary of the Effective Date during the Term, this base fee will be increased by the greater of (i) the percentage increase in the Consumer Price Index (as is published in the Wall Street Journal on the last business day immediately prior to such anniversary) or (ii) three percent (3%), in order to reflect an inflation related increase in compensation.

B. Cost Reimbursement

In addition to the base fee described above, Purchaser will reimburse University for all costs associated with the provision of the Services under this Agreement as described below:

1. Additional Expenses. Purchaser's athletic department will purchase, at Purchaser's sole cost and expense, all supplies and equipment needed by University except for an Automated External Defibrillator, which will be purchased, maintained and used exclusively by University.

4886-1708-2520, v. 4

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**RESOLUTION TO CONSIDER DESIGNATION OF ELECTORAL REPRESENTATIVE
FOR THE JUNE 2, 2025, BIENNIAL ELECTION**

Whitmore Lake Public Schools, Washtenaw and Livingston Counties, (the "District")

A regular meeting of the board of education of the District (the "Board") was held in the High School Barb Huang Library, within the boundaries of the District, on the 14th day of April, 2025, at 7 o'clock in the p.m.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

1. The Revised School Code provides that board members of Washtenaw Intermediate School District, Michigan (the "ISD"), be elected biennially on the first Monday in June by an electoral body composed of one (1) person designated by the board of each constituent school district; and

2. The Revised School Code further provides that this Board shall consider the resolution of designating its representative on the electoral body at not less than one (1) public meeting before adopting the designating resolution; and

3. This Board now determines it necessary and desirable to establish the first public meeting at which this Board will consider the proposed resolution designating the District's representative on the electoral body.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. At the public meeting of this Board to be held on the 12th day of May, 2025, at 7 o'clock in the p.m., to be held at the High School Barb Huang Library, this Board will consider a resolution to appoint _____ as the designated representative of this District for the electoral body of the ISD biennial election to be held June 2, 2025 and _____ as an alternate in the event the designated representative is unable to attend.

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Whitmore Lake Public School District, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on April 14, 2025, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

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**Whitmore Lake Public Schools
Budget Performance Reports
March 31, 2025**

Revenue	Actual	Amended Budget	Remaining Budget	% Used/Rec'd	Expected Additional	Projected Amendment
Fund 11 - General Fund Revenue	\$9,101,665	\$14,118,484	\$5,016,819	64.47%		
		<u>Adopted Budget</u>				
Fund 23 - Comm Rec Revenue	\$1,361,095	\$1,584,425	\$223,330	85.90%	\$50,000	\$1,634,425 Property Value Increase
Fund 25 - Food Service Revenue	\$421,723	\$584,000	\$162,277	72.21%		
Fund 41 - Sinking Fund	\$459,189	\$451,750	(\$7,439)	101.65%	\$45,000	\$496,750.00 Property Value Increase

Expenditures	Actual	Amended Budget	Remaining Budget	% Used/Rec'd	Expected Additional	Projected Amendment
Fund 11 - General Fund Expenditure	\$9,812,359	\$13,983,303	\$4,170,944	70.17%		
		<u>Adopted Budget</u>				
Fund 23 - Comm Rec Expenditure	\$1,104,109	\$1,559,020	\$454,911	70.82%		
Fund 25 - Food Service Expenditure	\$431,934	\$600,000	\$168,066	71.99%		
Fund 41 - Sinking Fund	\$465,103	\$536,919	\$71,816	86.62%		

Audited Fund Balance 6-30-2024

Fund 11 - General Fund	\$1,211,304
State Aid Note	\$1,697,430
Fund 23 - Community Recreation	\$212,183
Fund 25 - Food Service	\$73,942
Fund 41 - Sinking Fund	\$497,438

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School Policy Services

POLICY UPDATES

INTRODUCTION – 0000 Series

There are no recommended updates for this section.

BYLAWS – 1000 Series

There are no recommended updates for this section.

STUDENTS – 2000 Series

There are no recommended updates for this section.

CURRICULUM AND INSTRUCTION – 3000 Series

Update 18.01 (Policy 3001 – Curriculum Development)

In the interest of becoming ever-more compliant with Title I and other federal funding requirements, these revisions comply with the legislative requirement that the School District provide "written assurance of equivalence."

The Board directs the Superintendent to develop, implement, and provide ongoing evaluation of the School District's core academic curriculum. The curriculum will:

- Be consistent with the Board's policy on Student Learning and Achievement;
- Meet or exceed all requirements of the State of Michigan for instructional programs; and,
- Be standards based and founded upon legally-compliant, research-based grade level learning and achievement standards that lead to the awarding of a School District diploma.

The School District's curriculum will also include legally-compliant, research-based learning and achievement standards for students who participate in career and technical education programs, as well as address the needs and provide legally-compliant opportunities for students with disabilities and students who are considered gifted.

The Superintendent will appoint well qualified administrators, ~~and~~ teachers, and auxiliary staff to maintain equivalence and assist the Superintendent in implementing and improving the School District's curriculum. Appointed staff will also assist the Superintendent in, as well as otherwise improving student learning and achievement, and ensure equivalence among schools as required by law with regard to the provision of curriculum materials and instructional. Any changes to the

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School District's core academic curriculum must be approved by the Board, to the extent required by [Michigan law](#).

PERSONNEL – 4000 Series

Update 18.02 (Policy 4003 – Conditions of Employment)

The six-year litigation saga relative to the Earned Sick Time Act is finally over. In order to comply with the terms of the re-instated Earned Sick Time Act, the Policy relative to sick leave requires revision.

Paid Medical Leave Earned Sick Time The School District will provide ~~paid medical leave~~ **earned sick time (PMLEST)** to eligible employees pursuant to Michigan law. The Superintendent will determine whether **PMLEST** will accrue over the course of each benefit year or will be provided at the beginning of each benefit year and will promulgate administrative regulations concerning the use of **PMLEST**. Payment and use of accrued or provided **PMLEST** will be coordinated with all types of paid leave available to an eligible employee pursuant to collective bargaining agreements, individual contracts, or other School District policies and administrative regulations. This policy and any implementing administrative regulations will be automatically rescinded, without further action by the Board or the Superintendent, if paid medical leave is mandated by federal law.

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Legal
Review

Update 18.03 (Policy 4004 – Evaluations, Discipline and Discharge, Resignations)

The requirement that school districts maintain a policy of performance-based compensation was removed from the Revised School Code effective July 1, 2024. Thus, we recommend the removal of this section because it is no longer required by law.

Performance Evaluations All teachers and administrators can improve their performance and should strive for excellence in order to provide the best possible education for the students of the School District. To that end, the School District will use a rigorous, transparent, and fair evaluation system for all teachers and administrators. This system will comply with Michigan law and include annual year-end evaluations for all teachers and administrators, unless otherwise permitted by Michigan law. The Superintendent will provide inter-rater reliability training for all evaluators as required by law.

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OK

The evaluation system is intended to be used to improve the performance of all teachers and administrators and encourage professional growth. The system will be used, at a minimum, to inform decisions on the effectiveness and development of teachers, and to grant tenure or full certification, and to remove ineffective tenured and untenured teachers. The Superintendent will develop and implement any legally-compliant administrative regulations necessary to put this policy into effect with the involvement of teachers and school administrators. The regulations will use legally-compliant criteria to deem teachers and administrators unevaluated.

The Superintendent is authorized to promulgate regulations based on changes of the law governing evaluations.

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The evaluation of the Superintendent shall be conducted in a manner consistent with state law and/or his/her employment contract. In accordance with state law, Board members must receive training in the evaluation framework for the Superintendent. Board members are expected to complete such training before participating in an annual performance evaluation of the Superintendent. If such training is not obtained in advance of participation, the Board member(s) shall be recused from the evaluation of the Superintendent.

~~**Performance Based Compensation** The Superintendent will develop for Board review and approval a legally compliant system of performance based compensation.~~ ✓

Ineffective Teachers Teachers will receive ratings as prescribed by law. Any teacher rated less than effective on a year-end evaluation will be placed on an individualized development plan (IDP). That teacher will be evaluated mid-year during the next school year, in addition to receiving a year-end evaluation. If the teacher continues to be found less than effective for three consecutive years, the School District will act to discharge the teacher, either through termination (if probationary) or the filing of tenure charges (if tenured), unless special circumstances are found to exist.

Discipline and Discharge This discipline and discharge policy applies to all School District employees. Furthermore, the employment of a probationary employee, including a probationary teacher, may be terminated at any time, for any reason that is not in violation of state or federal law. Where this policy conflicts with an individual contract of employment or an enforceable provision of a collective bargaining agreement, the applicable contract or agreement will supersede this policy.

The Board believes in maintaining a work environment that allows employees to be successful in providing an education to students of the School District. In return, employees are required to meet the highest standards of personal integrity, professionalism, and performance. Employees whose conduct or performance is inconsistent with the School District's expectations are subject to corrective and/or disciplinary action.

Discipline, for purposes of this policy, includes verbal and written warnings, verbal and written reprimands, suspensions, and dismissals/discharges. Discipline does not include verbal or written directives, verbal counseling aimed at correcting behavior or conduct, placement upon a voluntary or involuntary paid leave of absence, and performance evaluations. Such actions are not subject to this policy.

Disciplinary actions are taken at the discretion of the School District, and may arise for any reason that is not arbitrary or capricious. Except as otherwise expressly provided by law, individual employment contracts or an enforceable provision of a collective bargaining agreement, all disciplinary decisions of the School District are final and not subject to any grievance or arbitration procedure.


Resignations The Superintendent is authorized to accept resignations on behalf of the Board. A resignation must be in writing and is effective upon acceptance by the Superintendent.


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School Policy Services

BUSINESS – 5000 Series

Update 18.04 (Policy 5008 – Meal Charge / Food Services)

As the State School Aid Act continues to provide for free school meals, and the requirements associated with same are ever changing – albeit in subtle and nuanced ways – revisions to the relevant policy is needed as noted below. 

The School District ~~has established this meal charge policy and food services policy to address the provision of food services for School District students, including: students who are eligible for reduced-price or full-price meal benefits and/or students who have insufficient funds to pay for school meals. This policy also addresses bad debt incurred due to the School District's inability to collect unpaid meal charges from its parents and students~~ will participate in the National School Lunch Program. 

The Superintendent will develop and implement administrative regulations ~~regarding meal charge and food service procedures to provide consistent direction concerning students who do not have funds in their account or in hand to cover the cost of their meal at the time of service, and procedures for students entitled to reduced-price or full-price meal benefits~~ to comply with Section 30d of the State School Aid Act. These regulations, and this policy, will be provided to all households in writing at the start of each school year, to households transferring to the School District during the school year, and to all School District staff and independent contractors and companies responsible for implementation. 

FACILITIES AND OPERATIONS – 6000 Series

There are no recommended updates for this section.

SCHOOL AND COMMUNITY RELATIONS – 7000 Series

There are no recommended updates for this section.

GENERAL POLICIES – 8000 Series

There are no recommended updates for this section.

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School Policy Services

ADMINISTRATIVE REGULATION UPDATES


STUDENTS – 2000-AR Series

Update 18.05 (2003-AR Education Records)

The Michigan Department of Technology, Management & Budget updated the record retention schedule for public schools. The update below revises the administrative regulations to conform with the new retention schedule (which includes shifting away from the language "CA-60").

Creation and Retention The School District maintains records according to the Michigan Department of ~~Education's Technology, Management, & Budget~~ Record Retention Manual General Retention Schedule #2 for Michigan Public Schools. 

Cumulative-File Student Academic Records (formerly CA-60) Building administrators will create and maintain a Student Academic Records cumulative file (~~formerly~~ CA-60) for each student who attends school in the School District. The cumulative file may be created and maintained digitally. The building administrator will determine the contents of the ~~CA-60~~ Student Academic Records file including, at a minimum:

1. The student's ~~classes and credits~~ Academic Records and other records showing enrollment, emergency contact information, photos, attendance records, disciplinary records, and other similar records;
 2. The student's ~~attendance record~~ health records;
 3. Personal protection order records related to the student;
 4. The student's enrollment eligibility records;
 5. The student's standardized testing data;
 6. The student's work permit records ~~3. The student's standardized test results, with the exception of standardized tests taken to determine whether the student is eligible for special education and related services;~~
 4. ~~The student's immunization status~~
 7. The student's transfer request records;
- 

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School Policy Services

8. The students special program authorization records, like authorizations to allow a student to participate in federally or state-funded special programs; and
59. An eligible student's most recent IEP or Section 504 Plan, and other files that document the services provided to a special education student.

CURRICULUM AND INSTRUCTION – 3000-AR Series

Update 18.06 (3001-AR Curriculum Development)

This update corresponds with update 18.01 in order to give operational effect to the newly revised policy.

The curriculum identifies the School District's prescribed programs and courses. Ongoing review with input from School District personnel, other professional educators, and parents is necessary to assure the curriculum remains relevant and up to date. The School District's [position] will be responsible for overseeing the ongoing review of the curriculum and equivalence among schools in the provision of curriculum materials and instructional supplies as required by law. The [position] will form a curriculum committee and serve as its chairperson. Any revisions to the curriculum that are recommended by the committee will be reported to the Superintendent for review. The Superintendent will report all revisions to the Board for review, consideration, and possible adoption.

Dir of Inst.

Dir of Instruction

PERSONNEL – 4000-AR Series

Update 18.07 (4003-AR – Conditions of Employment)

This update corresponds with update 18.02, in order to give operational effect to the newly revised policy to comply with the terms of the re-instated law.

Paid Medical Leave Earned Sick Time Eligible full-time employees will be provided 7240 hours of paid medical leave earned sick time (PML-EST) per benefit year. The School District's benefit year begins on [insert date]. Eligible employees hired after the beginning of the benefit year and part-time employees will be provided PML-EST on a pro-rata basis. Eligible employees may not carry over PML-EST from one benefit year to the next. Days when school is closed will not be considered closed due to a public health emergency unless specifically designated as such by the School District's Superintendent. PML-EST must be used in [insert number] increments consistent with the School District's payroll system hour increments. PML-EST may not be used except in the manner permitted by Michigan's Paid Medical Leave Act Earned Sick Time Act (PMLAESTA). Eligible employees who use or wish to use PML-EST will may be required to provide documentation acceptable to the School District after more than three consecutive absences to determine PML

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School Policy Services

EST is being used only for reasons permitted by Michigan law. EST has no cash value and accrued but unused time shall be forfeited upon separation from employment.

OR

~~Paid Medical Leave~~ **Earned Sick Time** Eligible employees will accrue ~~paid medical leave~~ **earned sick time (PML-EST)** at the rate of one hour for every 30~~5~~ hours worked. ~~Eligible employees may not accrue more than: one hour of PML per calendar week; or, 40 hours of PML per benefit year.~~ Eligible employees may not use more than 40~~72~~ hours of **PML-EST** during a benefit year ~~and may not carry over more than 40 hours of PML from one benefit year to another.~~ Days when school is closed will not be considered closed due to a public health emergency unless specifically designated as such by the School District's Superintendent. **PML-EST** may not be used except in the manner permitted by Michigan's ~~Paid Medical Leave Act~~ **Earned Sick Time Act (PMLA-ESTA)**. **PML-EST** must be used in increments consistent with the School District's payroll system ~~insert number~~ **hour increments**. Eligible employees who use or wish to use **PML-EST** will be required to provide documentation acceptable to the School District after more than three consecutive absences to determine **PML-EST** is being used only for reasons permitted by Michigan law. EST has no cash value and accrued but unused time shall be forfeited upon separation from employment.

BUSINESS – 5000-AR Series

Update 18.08 (5008-AR Meal Charge / Food Services)

As noted above, the State School Aid Act continues to provide for free school meals. The relevant administrative regulations must also be revised to reflect the changes in law and policy.

This administrative regulation gives effect to the Board of Education's Meal Charge/Food Services Policy.

Free School Lunch and Breakfast The School District shall provide reimbursable breakfasts and lunches at no cost to all students in the School District's breakfast and lunch program. [Responsible Administrator] shall submit information regarding the number of reimbursable breakfasts and lunches served as prescribed by the Department of Education, maximize federal reimbursement by operating as if it is eligible for the Community Eligibility Provision of the Richard B. Russell National School Lunch Act, meet the all applicable state and federal standards in the School District's breakfast and lunch programs, make all efforts to maximize and implement policies that require parents or guardians to fill out relevant family income information for the purpose of determining student eligibility for federal free or reduced cost meal reimbursement rates and Community Eligibility Provision eligibility determinations.

Requests for Reduced-Price or Full-Price Meal Benefits Parents may request reduced-price or full-price meal benefits by submitting [the appropriate form] found at [link], or by contacting [person, title or department] at [contact information].

Food Service
Dir.

info @wlp.net

WLP.NET

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School Policy Services

Meal Account Balance Payment for school meals, other than those provided for free by law, is expected at the time of purchase. Parents are expected to regularly monitor their child's meal account balance online, at [\[link\]](#). *WLPs. NLT*

Positive Balances. Any unpaid meal charges or money remaining in a student's meal account balance will be carried over, one time, to the next consecutive school year. The School District will refund balances in excess of \$5.00. The District does not refund balances of \$5.00 or less due to the administrative costs associated with creating a refund.

Insufficient Funds. The School District recognizes that, at times, students may come to school without sufficient funds in their meal account. If so, ~~elementary school students may charge up to [number] lunches. Middle and high school students may charge up to [number] lunch. After the maximum number of lunches has been charged, an emergency lunch will be provided. The emergency lunch will consist of [items]. No more than [number] emergency lunches will be provided per child per school year. Emergency lunches will be charged to the student's meal account and the student's parents or guardians are responsible for reimbursing the School District for the full amount of any emergency meals.~~ students will be provided breakfast and lunch consistent with applicable law. The School District ~~does/does not~~ permit charging for breakfast. ✓

Notification and Collection

Low Account Balances. The School District will notify the student's household, by email or, if the District does not know the parent's email address, by telephone, when a student's meal account balance falls below \$[X] for [number] consecutive days. The notification will include the current account balance. The District may choose to use the following sample email and/or prerecorded call:

0 1
Hello [parent/guardian]. This is [name]. I am the [position/title] at [school]. I am calling to let you know that [student] has a low balance of \$[X] in their school meal payment account. To ensure your child has enough money to purchase school meals, please add funds to their account as soon as possible. You may do so by going to [\[link\]](#) and using a debit or credit card. If you have any questions, please call us at [\[general contact information\]](#). Thank you. *ch*

District personnel shall keep records of all such phone calls or emails sent which will include the date and time of the phone call or email, and the telephone number or email address used.

Negative Account Balances. ~~Students eligible for reduced-price or full-price meal who have money to pay for a meal at the time of service shall be provided a reimbursable meal, even if they have incurred a negative account balance. If a student has a negative balance, they will be provided a reimbursable meal, even if they have incurred a negative account balance.~~ The School District will not use funds students have in-hand to repay a negative balance or other unpaid meal charge debts. ~~Students who qualify for full-price meals will not be denied a reimbursable meal, even if they have incurred a negative meal charge balance from the purchase of additional cafeteria items, such as a la carte items. If students eligible for full-price meals have incurred a~~ Students ✓

MILLER JOHNSON

School Policy Services

with negative account balances, they will not be permitted to purchase additional cafeteria items above and beyond the reimbursable meal provided.

The School District expects all delinquent debts will be paid in full on the last day the student will be in attendance for the relevant school year. Before uncollectable/delinquent debt can be reclassified as bad debt, the [department] must make reasonable efforts to collect on the debt and keep detailed records showing the efforts made, as follows:

- Once a student's meal account balance becomes negative for [number] consecutive days, the [department] will contact the household by email or, if the parent's email address is not known, by telephone to request payment. The [department] will also inform the parent of the School District's reduced-price and full-price meal program. The [department] will inform the parent that the matter will be turned over to the building principal if no payment is received within [one] week. *Business office 7*
- If no payment on a student's negative meal account balance is received within [number of days/weeks], the [department] will contact the building principal. The principal (or his or her designee) will contact the student's parents by email or, if the parent's email address is not known, by telephone, to determine an appropriate solution. *Business 10 days*
- If no payment is received within one week, a letter will be sent to the household notifying the debt will be turned over to a collection agency if no payment is received within 30 days of receipt of the letter or the end of the school year, whichever is first, and the student's meal account will be closed. The District may choose to use the following sample letter, or some variation thereof.

[Date]

[Parents/Guardians' Names and Address]

Dear [Parents/Guardian]:

The goal of [Name of District]'s lunch program is to provide healthy meals to children during the school day. In order to serve healthy, high-quality meals, we must make sure we are financially secure. You play a key role in this effort, and are responsible for purchases made by your child in our school cafeteria.

As of [date], your child has a negative account balance of \$[X]. We strongly encourage you to pay this amount as soon as possible. Your response to this request is important. Paying back this debt will help keep our food service program strong and ensures all children at our school have access to the healthy food they need to focus in the classroom. We understand that mistakes happen. But meal payments are important to our program, and we must collect your cafeteria debt.

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Please contact [person] at [contact information] if you have any questions. To review [Name of District]'s Meal Charge/Food Services Policy, please visit [link]. We would be happy to work on a repayment plan with you.

You may pay your child's negative account balance at [link] using a debit or credit card or by sending a check payable to [person/department/district] at [address].

Please note that if your child has incurred a negative account balance, and you do not pay off the balance within [number] days of receipt of this letter, or by the end of the school year, whichever is first, we will have no choice but to send the negative balance to collections and close your child's meal account.

If you think your child may qualify for a free or reduced-price meal, please submit [the appropriate form] found at [link]. Thank you for your quick payment.

Sincerely,

[Person, title]

CC: [Name of teacher, principal, superintendent, as appropriate]

District personnel shall keep records of all such letters sent.

Bad Debt The School District defines bad debt as uncollectable/delinquent debt from inactive student meal accounts that has been determined to be uncollectable by December 31st of the year in which the debt was incurred or, in the event the debt was transferred to the next consecutive school year, December 31st of the next fiscal year. Debt is considered uncollectable/delinquent if: (1) the District has exhausted its collection attempts, as described in the preceding section; and (2) by December 31st of the current or year after the debt was incurred, the student was inactive by June 30th. A student is inactive if s/he was no longer enrolled in the School District or had graduated by June 30th. If the uncollectable/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, the debt is classified as bad debt. Bad debt shall be classified as an operating loss. or

Once classified as bad debt, non-federal funding sources must reimburse the nonprofit school food service account (NSFSA) for the total amount of the bad debt. The funds may come from any non-federal funding, including: the School District's general fund, state or local funding, or school or community organizations such as the PTA. Bad debt also includes losses (whether actual or estimated) arising from uncollectable accounts, including costs associated with collection efforts or legal costs incurred prior to its classification as bad debt.

Recordkeeping Once uncollectable/delinquent debt charges are converted to bad debt, the School District shall maintain records relating to those charges.

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Audits and Reviews. Upon request, the District must make accounts and records regarding its school food service available to the Michigan Department of Education and/or the United States Department of Agriculture, Food and Nutrition Service for audit or review. Such records shall be retained for a period of three years after the date of the final claim for federal reimbursement for the fiscal year in which the charges were incurred. The District may be required to keep such accounts and records for more than three years if the audit or review results in issues that require District correction, up until all such issues are resolved.

Competitive Foods Competitive foods means all food and beverages other than meals reimbursed under programs authorized by the National School Lunch Act and the Child Nutrition Act of 1966, which are available for sale to students on District campuses during the school day. The District is responsible for maintaining records in compliance with the nutrition standards for all competitive foods, as defined under [7 CFR 210.15\(b\)](#). The District is also responsible for ensuring departments or third-party organizations responsible for food service at its schools maintain records documenting compliance with the nutrition requirements for the foods and beverages sold to students. At a minimum, such records must include receipts, nutrition labels and/or product specifications for the competitive food available for sale. *or*

FACILITIES AND OPERATIONS – 6000-AR Series

There are no recommended updates for this section.

SCHOOL AND COMMUNITY RELATIONS – 7000-AR Series

There are no recommended updates for this section.

GENERAL POLICIES – 8000-AR Series

Update 18.09 (8002-AR Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act (Section 504))

The Michigan Legislature now requires service animals in-training to be admitted into places of public accommodation if they are accompanied by an animal trainer or raiser for the purpose of training or socializing the animal. This amended administrative regulation is intended to address that new wrinkle in Michigan law.

Service Animals A service animal, as defined by the ADA, means a dog (or in some instances, a miniature horse) that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual, or mental disability, or a veteran diagnosed with post-traumatic stress disorder, traumatic brain injury, or other service-related disabilities. A service animal in training means an animal accompanied by an animal raiser or trainer with the intent that animal is being raised, socialized, and trained to become a service animal, and for the purposes of this administrative regulation, is considered a service animal. A service animal is generally allowed in any District-controlled space in which an individual with a *or*

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disability is allowed. Service animals are not required to have any specific identifying license, paperwork, or harness.

If not obvious, the District may ask whether a service animal is required because of a disability. The District may also ask what work or task the animal has been trained to perform. The District may not ask what disability requires the use of the service animal. Issues or questions related to service animals may be directed to the [office name]. ~~If the animal is not trained, or in the process of being trained, to perform specific work or tasks, the District may prohibit the animal from being on the premises.~~

Public safety harness

A service animal shall be under the care and control of its handler and shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether; or the use of such restraint would interfere with the service animal's safe, effective, performance of work or tasks. In such cases, the handler shall control the service animal through other means (e.g. voice control, signals, or other effective methods).

The District may ask an individual to remove a service animal from campus if: (1) the animal is out of control and the animal's handler does not take effective actions to control it or (2) the animal is not housebroken. Though the District may exclude a service animal for these reasons, it shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the District's property.

As always, if you have any questions regarding the proposed updates, please don't hesitate to contact us by emailing Policy@MillerJohnson.com. Thank you!

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School Policy Services

POLICY UPDATES

INTRODUCTION – 0000 Series

There are no recommended policy updates for this section.

BYLAWS – 1000 Series

There are no recommended policy updates for this section.

STUDENTS – 2000 Series

Update 19.01 (Policy 2006 – Behavior)

A number of states and some school districts have taken action to ban cell phones during the school day. We are aware that such a proposal is under consideration in Michigan – though, as of this memo, it has not been adopted. For districts that want to consider such a prohibition, we provide below an updated version of the “Personal Electronic Devices” policy that has been a staple of our baseline Policy Manual for some time.

Personal Electronic Devices The School District reserves the right to prohibit the possession or use of personal electronic devices on School District property or at School District-related functions. For purposes of this Policy, “personal electronic device” means a privately owned device that is used for audio, video, or text communications, including cell phones, personal laptops, smartwatches and other wireless device connections.

Away-for-the-Day Requirements. Students are not permitted to use personal electronic devices only as follows: during the school day unless required by law. Personal electronic devices must be turned off and kept out of sight in lockers or cubbies.

- ~~Before and after the regular school day.~~
- ~~During the student's scheduled lunch time.~~
- ~~As directed by a teacher or other professional staff member for educational purposes.~~

~~Students may possess personal electronic devices on their person but the devices must be powered off and kept out of sight in backpacks/purses or lockers except during the times, above.~~

The Superintendent may develop administrative regulations ~~to further control student possession and use of personal electronic devices~~ consistent with this policy.

*No Change
to current policy
recommended*

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on **Recording and Broadcast.** Students may not use personal electronic devices to broadcast or record audio, images, or video of any student, staff member, or other person in the school or while attending school-related activity, unless the student has received permission from the person(s) to be broadcasted or recorded. This prohibition does not apply to curricular or extra-curricular activities for which personal recording is generally permitted (e.g., athletic events, arts performances, etc.).

CURRICULUM AND INSTRUCTION – 3000 Series

There are no recommended policy updates for this section.

PERSONNEL – 4000 Series

There are no recommended policy updates for this section.

BUSINESS – 5000 Series

Update 19.02 (*NEW* Policy 5014 – Supplement, Not Supplant (Perkins V))

On January 16, 2025, MDE issued a memorandum stating that it will require every Perkins V Grant Region to establish and adopt a policy regarding the supplement, not supplant requirement under Perkins V. Each region must have the board policy adopted by August 1, 2025. The region is considered to be the fiscal agent of the Perkins funding, which is generally the Intermediate School District (ISD). Therefore, this policy is directed towards the ISD to determine if they need to adopt such a policy for the region, not the local school district.

General The [ISD/School District] is committed to adhering to the fiscal requirements set forth by the U.S. Department of Education's Perkins grant funds, as administered by the Michigan Department of Education's Office of Career and Technical Education (MDE-OCTE). Pursuant to the Perkins V law (20 U.S. Code § 2301), the [ISD/School District] will ensure that Perkins funds are used to supplement, not supplant, non-federal funds.

Definitions For purposes of this policy, "supplement" means "to add to or enhance existing non-federal funds" and "supplant" means to replace or take the place of non-federal funds with federal funds.

Use of Funds Perkins funds will be used to provide additional services, programs, or activities that are above and beyond what is already provided with non-federal funds.

Prohibited Uses Prohibited uses will be assumed when a region uses Perkins funds to provide services that the region is required to make available under a state or local law; or a region uses Perkins funds to provide services that the region provided with non-federal funds in the prior year; or a region uses Perkins funds to provide services to CTE students, and the same services were provided to non-CTE students using non-federal funds.

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Rebuttable Presumption These presumptions are rebuttable if a [ISD/School District] can demonstrate that it would not have provided the services in question with non-federal funds had the Perkins funds not been available.

Monitoring and Compliance The [ISD/School District] will establish procedures to monitor the use of Perkins funds to ensure compliance with this policy. The [ISD/School District] will participate in the required technical review, assistance, and compliance monitoring conducted by MDE-OCTE.

FACILITIES AND OPERATIONS – 6000 Series

Update 19.03 (Policy 6002 – Safety and Security)

The Governor recently signed legislation that enhanced classroom safety for students and educators by establishing a behavior threat assessment and management team. This team will monitor students' concerning behaviors, implement supportive measures to mitigate potential threats, and provide students with the tools they need to thrive. The District must implement the noted provision by October 1, 2026.

Generally

School District facilities and grounds will be kept safe and secure. Such facilities and grounds should also be maintained as clean and attractive. The Superintendent will develop and implement a maintenance program for the safe and efficient operation of the School District. The program will provide for the regular inspection and periodic maintenance of all School District facilities and be compliant with all applicable safety, health, and environmental requirements.

The School District will undertake reasonable cooperative efforts with law enforcement agencies. The Superintendent and building administrators have the responsibility and authority to determine when the presence or assistance of law enforcement officers is necessary on School District premises and School-related functions.

Behavior Threat Assessment and Management Team Suicide Intervention

The Superintendent will develop a **behavior** threat assessment and **management team, including duties suicide intervention protocol** aimed at addressing situations which may pose a threat to the health, safety, and welfare of themselves or the school community **pursuant to MCL 380.1308e**. The goal of the **behavior** threat assessment and **management team suicide intervention process** is to take appropriate preventive or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to any student or staff member being assessed.


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Update 19.04 (Policy 6003 – Firearms and Other Weapons)


The Governor recently signed legislation aimed to protect students from gun violence by mandating that information on the safe storage of firearms, developed by the Michigan Department of Health and Human Services by July 1, 2025, be distributed to parents of students by Districts beginning October 1, 2025, and every October 1 thereafter.

Generally To the full extent permitted by law, the District prohibits firearms and other weapons on District premises and at District-related functions, without prior, written approval from the District's Superintendent. District employees and students who violate this policy are subject to discipline, including permanent expulsion or discharge. Others who violate this policy are subject to being banned from District premises and District-related functions. The District reserves the rights to report to police authorities any person who violates this policy. 

Safe Storage of Firearms Beginning October 1, 2025, and every October 1 thereafter, the District shall distribute (by electronic or mail) information regarding the safe storage of firearms, developed by the Michigan Department of Health and Human Services, to the parent or legal guardian of each student enrolled in the District. By not later than October 1, 2025, the District shall post links to the Michigan Department of Education's webpages describing the English, Spanish, and Arabic versions of the informational notice on the website of the District.

Update 19.05 (Policy 6004 – School Crisis, Response, and Closure)

The Governor recently signed legislation that requires a standardized response terminology to be used by schools in response to emergency situations, developed by the Department of State Police by July 1, 2026. The District must implement the standardized response terminology beginning with the 2026-2027 school year.

The Board strives to provide a safe learning environment for students, staff, and other members of the school community. The Superintendent will develop a school crisis response plan to be implemented in the event of an emergency. **Beginning with the 2026-2027 school year, the District shall adopt and implement the standardized response terminology developed by the department of state police, in collaboration with the school safety and mental health commission.** 

The Superintendent is authorized to close schools in the case of inclement weather or other emergencies when it is unsafe for students to travel to or attend school.

SCHOOL AND COMMUNITY RELATIONS – 7000 Series

There are no recommended policy updates for this section.

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GENERAL POLICIES – 8000 Series

Update 19.06 (Policy 8002 – Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act (Section 504))

We have seen a dramatic increase in districts seeking policy statements on therapy dogs. Such animals are different, of course, from service animals, which are expressly addressed by the ADA (please note that in prior updates, we provided both policy language and an administrative regulation related to service animals). For those districts utilizing therapy dogs at school, the following policy update (and accompanying administrative regulation note in Update 19.10) is recommended for adoption.

In accordance with [Section 504 of the Rehabilitation Act of 1973](#) (Section 504), and [Title II of the Americans with Disabilities Act](#) (ADA), the School District will ensure that no otherwise qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination. The School District does not discriminate in admission or access to, participation in, or treatment of students with disabilities in its programs and activities. Similarly, the School District does not discriminate against any job applicant or employee with a disability in any term or condition of employment or in the recruitment process.

The District has developed guidelines for providing a free appropriate public education (FAPE) to students under Section 504 and the ADA, which may be accessed by clicking on the following link:
[\[insert link\]](#)

The Superintendent appoints: [\[insert name and position\]](#) to serve as the School District's Compliance Officer for employment issues arising under Section 504 and the ADA; and, [\[insert name and position\]](#) to serve as the School District's Compliance Officer for FAPE and other accessibility issues arising under Section 504 and the ADA. The Superintendent will develop a complaint procedure for the processing and early disposition of alleged violations of the policy.

Service Animals are allowed on School District property to the extent required or permitted by law. For any requests to have non-service animals on school grounds, the Superintendent shall develop administrative regulations for the review and approval of such requests. Emotional support animals are not considered Service Animals for purposes of this policy. This policy applies to employees, students, volunteers, and visitors.

The District permits the use of Therapy Animals in a manner consistent with the administrative regulations developed by the Superintendent.

Dr. of
Student
services

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HR

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ADMINISTRATIVE REGULATION UPDATES

STUDENTS – 2000-AR Series

Update 19.07 (Administrative Regulation 2006-AR, Behavior)

*This *new* administrative regulation accompanies the revisions to the Personal Electronic Devices policy noted in Update 19.01.*

Personal Electronic Devices Student use of a personal electronic devices during the school day is permitted only to comply with legal obligations pursuant to the Americans with Disabilities Act, Section 504, or a student's Individualized Education Plan, or any other purpose required by law.

Students may request permission to use a personal electronic device during the school day by submitting the request in writing to the [position]. The written request must describe the required uses of the personal electronic device and appropriate documentation from a licensed physician or the student's case manager.

Not
Recommended

CURRICULUM AND INSTRUCTION – 3000-AR Series

There are no recommended administrative regulation updates for this section.

PERSONNEL – 4000-AR Series

Update 19.08 (Administrative Regulation 4003-AR, Conditions of Employment)

As has been well-chronicled, the Michigan Legislature has made adjustments to the Earned Sick Time Act (ESTA). The updates noted below are split into the "Frontload Method" and "Hourly Accrual Method" to address whatever methodology your district utilizes. Please note that we have determined that no changes to our existing ESTA policy (4003) are required at this time.

[Frontload Method]

✓ Yes

Earned Sick Time Unless specifically enumerated by a collective bargaining agreement, contract, or handbook, Eligible full-time employees will be provided 72 hours or more of sick time (EST) which may be used consistent with the Earned Sick Time Act (ESTA) earned-sick-time (EST) per benefit year. The School District's benefit year begins on [insert date]. Eligible employees hired after the beginning of the benefit year and part-time employees will be provided EST on a pro-rata basis depending on the month hired or position full-time-equivalent. Eligible employees may not carry over EST from one benefit year to the next. Days when school is closed will not be considered closed due to a public health emergency unless specifically designated as such by the School District's Superintendent. EST must be used in increments consistent with the School District's payroll system one hour increments. EST may not be used except in the manner permitted by Michigan's Earned Sick Time Act (ESTA). Eligible employees are required to follow all rules for

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calling in to report absences, tardiness, or leaving early. When foreseeable, employees must provide at least seven days' notice, or as soon as practicable if such notice is impossible. Eligible employees who use or wish to use EST may be required to provide documentation acceptable to the School District after more than three consecutive absences to determine EST is being used only for reasons permitted by Michigan law. EST has no cash value and accrued but unused time shall be forfeited upon separation from employment.

Positions Ineligible for ESTA. In addition to unpaid trainees or interns, individuals employed in accordance with the Youth Employee Standards Act, and public officials, the [Position Title] may designate certain positions as ineligible to earn EST because they are permitted to schedule their own working hours. The School District is prohibited from taking adverse personnel action against an employee in these positions for the sole purpose that the employee does not schedule a minimum number of working hours. The following positions are ineligible to earn EST:

- Coaches
- Game Workers
- Daily Substitutes

[Hourly Accrual Method]

Earned Sick Time Unless specifically enumerated by a collective bargaining agreement, contract, or handbook, Eligible employees will accrue earned sick time (EST) at the rate of one hour for every 30 hours worked. Eligible employees may not use more than 72 hours of EST during a benefit year. The School District's benefit year begins on [insert date]. Eligible employees may carry over up to 72 hours of accrued and unused EST from one benefit year to the next, but in no case may an employee use more than 72 hours of EST in any benefit year. Days when school is closed will not be considered closed due to a public health emergency unless specifically designated as such by the School District's Superintendent. ~~EST may not be used except in the manner permitted by Michigan's Earned Sick Time Act (ESTA).~~ EST must be used in increments consistent with the School District's payroll system one hour increments. Eligible employees are required to follow all rules for calling in to report absences, tardiness, or leaving early. When foreseeable, employees must provide at least seven days' notice, or as soon as practicable if such notice is impossible. Eligible employees who use or wish to use EST will be required to provide documentation acceptable to the School District after more than three consecutive absences to determine EST is being used only for reasons permitted by Michigan law. EST has no cash value and accrued but unused time shall be forfeited upon separation from employment.

Positions Ineligible for ESTA. In addition to unpaid trainees or interns, individuals employed in accordance with the Youth Employee Standards Act, and public officials, the [Position Title] may designate certain positions as ineligible to earn EST because they are permitted to schedule their own working hours. The School District is prohibited from taking adverse personnel action against an employee in these positions for the sole purpose that the employee does not schedule a minimum number of working hours. The following positions are ineligible to earn EST:

- Coaches
- Game Workers
- Daily Substitutes

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BUSINESS – 5000-AR Series

There are no recommended administrative regulation updates for this section.

FACILITIES AND OPERATIONS – 6000-AR Series

There are no recommended administrative regulation updates for this section.

SCHOOL AND COMMUNITY RELATIONS – 7000-AR Series

Update 19.09 (Administrative Regulation 7010-AR – School Visitors)

*Under the Trump administration, significant attention has shifted to identifying and removing individuals who are in the country illegally. Combined with the removal of perceived “protected” status for schools, this enforcement focus has created concern for some school staff and many school community members. To address the obligations of the school district in responding to administrative agencies seeking to enforce immigration directives, we provide the following *new* administrative regulation to buttress the existing policy on School Visitors.*

In addition to typical visitors to a school building, officials/agents from federal agencies such as Immigration and Customs Enforcement (ICE) or Homeland Security (HS) may appear on school grounds for purposes of engaging in enforcement activity. If an ICE or HS official/agent arrives at the school to engage in enforcement activity, building staff should adhere to the following protocol:

Initial Interaction:

- Politely greet the law enforcement officer at the school's main entrance.
- Request to see official identification and inquire about the purpose of their visit.
- Inform the officer that you will need to notify the school administrator for supervisory review.

Obtain Documentation:

- Ask the officer to provide any legal documents authorizing their action, such as a warrant. Make photocopies for review process.
- Obtain officer name, contact, agency, badge number (do not attempt to photocopy an official badge or Government ID).
- Do not share information or consent to access without legal review.

Contact School Administration:

- Politely ask officer to wait while you notify school administration.
- Immediately contact the principal or designated administrator to apprise them of the situation and provide documentation for legal review process.

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Legal Consultation:

- The administrator should promptly reach out to the Superintendent for guidance on how to proceed, ensuring that all actions comply with current laws and district policies.
- The Superintendent will contact legal counsel with any questions/clarifications.

Maintain Confidentiality:

- Do not disclose any information about students or staff without proper authorization.
- Ensure that any intake process discussions regarding the situation are conducted discreetly to protect the privacy of individuals involved.

Await Further Instructions:

- Politely inform the officer that the school is consulting with legal counsel and that they will receive a response shortly.
- Explain that school procedures and federal privacy laws (e.g., FERPA) require verification before sharing any information.
- Do not give consent to the officer to proceed with any enforcement action on school premises until authorized by the school administration in consultation with legal counsel.

Post-Interaction:

- Record the details of the interaction in a written summary, including reference to any legal documents presented. Retain officer's name, badge number, agency, and stated reason for visit.

GENERAL POLICIES – 8000-AR Series

Update 19.10 (Administrative Regulation 8002-AR – Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act (Section 504))

*This *new* administrative regulation coincides with the policy update on therapy dogs noted in Update 19.06 above.*

Therapy Animals Therapy animals are professionally trained dogs for, and are actively used for, therapy purposes. Their responsibility is to provide psychological or physiological therapy to individuals other than their handlers. These animals have stable temperaments and friendly, easy-going personalities. Therapy animals are encouraged to interact with a variety of people while they are on-duty.

- Therapy animals may be used in well-defined and very limited instances when a clear benefit for students can be demonstrated. Such instances shall normally be non-reoccurring.
- All therapy animals and owners shall be tested and accredited by Therapy Dogs International or a comparable authority as determined by the Administration.
- Employees of the District wishing to use a therapy animal must provide, on an annual basis, the following to the Superintendent/Designee:

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- Proof of current inoculations;
- Proof of health, such as a current health certificate from a veterinarian;
- Documentation of adequate liability insurance.

Animal Control Requirements All service animals must be properly vaccinated, licensed, and otherwise compliant with all state, county, and/or local animal control or public health requirements.

Approval Employees wishing to use a therapy animal must obtain the approval of the building principal, and adequately document the specific and appropriate educational purpose to be fulfilled through the use of the therapy animal, the frequency of visits, and the anticipated timeframe for the activity.

Therapy animals are not considered a reasonable accommodation under the Americans with Disabilities Act (ADA).

Requests for the use of a therapy animal on District property must, whenever possible, be made no less than three (3) weeks prior to the proposed use of the therapy animal. Under no circumstances may a therapy animal be on District property without the prior approval of the Superintendent's Office.

The Building Principal shall notify parents on an annual basis regarding the presence of therapy animals in the school building.

Supervision and Care The owner or handler of a therapy animal is solely responsible for all aspects of the animal's supervision and care, including feeding, exercising, and clean up. Therapy animals must wear proper identification and must be harnessed, leashed, or other form of restraint mechanism. The handler or designated employee is responsible for the disposal of any animal waste.

Removal or Exclusion The District retains discretion to exclude or remove a therapy animal from its property if:

- the therapy animal is out of control and /or the animal's handler does not effectively control the therapy animal's behavior, or
- the therapy animal is not housebroken; or
- the therapy animal's presence or behavior fundamentally interferes with the function of the School, or
- the therapy animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications.

Injuries or Damage to School District Property The therapy animal's owner or handler is solely liable for any damage the animal might cause to School District property or injury to personnel, students, or others caused by the therapy animal.

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General Provisions Whenever an animal will be in a school, the school nurse shall be contacted to determine whether there are students with known allergies in the areas where the animal will be. If allergies exist, parents/guardians must be contacted for further direction.

No animals, other than service animals, may be transported on school buses.

Employees or students who have been bitten by an animal shall report such incident to the principal and the nurse immediately. The principal shall notify the Health Department if the injury merits medical follow-up. The Health Department should determine appropriate actions to be followed if a serious injury results.

Wild animals may not be brought on District premises unless the animal is under the direct supervision of a trained representative of a conservation agency or public zoo.

The Principal must approve any classroom pets and visits to the school by any other domesticated animal

Update 19.11 (8007.3-AR Sexual Harassment Under Title IX – Employees and Students)

The topsy-turvy world of Title IX compliance has continued in recent weeks with a raft of interpretation changes and the elimination of the Biden 2024 regulations. The sum total of these modifications is that districts should go back to using the 2020 Title IX regulations for enforcement purposes, including the administrative regulations that each district had in place from August 14, 2020 to August 1, 2024. To facilitate this transition back to the prior regulations, we have completed a comprehensive review of our most-recent version of the 2020 regulations and have updated as appropriate and included below. Accordingly, please use the regulation below in its entirety and replace the existing 8007.3-AR (Sexual Harassment Under Title IX, Employees and Students) with the text below.

Generally This Administrative Regulation sets forth the procedure the School District follows to investigate and resolve complaints of sexual harassment made against School District employees or students within any education program or activity of the School District, as required by Title IX. Administrative Regulations 8007.1-AR and 8007.2-AR apply to discrimination and harassment on other bases.

The School District's Title IX Coordinator is responsible for implementing 8007.3-AR. The Title IX Coordinator will ensure his/her contact information is posted on the School District's website, included in the School District's annual notifications document, and published in every handbook and catalogue distributed to parents and students.

Definitions for 8007.3-AR

"Complainant" means an individual who is reported to have experienced conduct that could constitute sexual harassment under Title IX.

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"Respondent" means the person who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

"Investigator" means a person the Title IX Coordinator has appointed to investigate allegations of sexual harassment against Respondent.

"Sexual Harassment" means conduct on the basis of sex that falls within one or more of the following categories:

- An employee of the School District conditioning an aid, benefit, or service on Complainant's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies Complainant equal access to the School District's education program or activity; or,
- "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\(a\)\(30\)](#).

"Supportive Measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to Complainant or Respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Any supportive measures provided to the complainant or respondent will remain confidential, to the extent that maintaining such confidentiality would not impair the ability of the School District to provide the supportive measures.

Duty to Respond to Known or Reported Sexual Harassment The School District has a duty to respond to allegations of sexual harassment any time a School District employee has notice of sexual harassment or receives a report of alleged sexual harassment. All School District employees are required to promptly report all incidents and/or allegations of sexual harassment to the Title IX Coordinator.

Absent extenuating circumstances, within two (2) days, the Title IX Coordinator will contact Complainant (and/or Complainant's parent/guardian(s), as appropriate) to discuss how to resolve their concerns, including the option and process for filing a formal complaint. The Title IX Coordinator will also discuss the availability of supportive measures, with or without the filing of a formal complaint. The Title IX Coordinator will consider Complainant's wishes with respect to supportive measures as well as whether supportive measures are reasonably available and appropriate to restore or preserve Complainant's access to the School District's programs or

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activities without unreasonably burdening Respondent. When the Title IX Coordinator notifies Respondent (and/or Respondent's parent/guardian) of Complainant's allegations, the Title IX Coordinator will also discuss the availability of supportive measures with Respondent and consider Respondent's wishes with respect to supportive measures as well as whether supportive measures are reasonably available and appropriate to restore or preserve Respondent's access to the School District's programs or activities without unreasonably burdening Complainant. The Title IX Coordinator will be responsible for offering and coordinating effective implementation of supportive measures.

Action to remove a student-Respondent from the School District's program or activity prior to a final decision is not a supportive measure. However, the Title IX Coordinator may temporarily remove a student-Respondent from the School District on an emergency basis if, after an individualized risk assessment takes place, the Title IX Coordinator determines that the student-Respondent poses an immediate threat to the physical health or safety of Complainant or any other person. In such cases, upon removal, the Title IX Coordinator will provide the student-Respondent with notice and an opportunity to challenge the temporary removal at the earliest possible date. Any removal of a student-Respondent with a disability shall also comply with federal law, including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act.

When the Respondent is an employee, the Title IX Coordinator may, after consulting with the School District's chief human resources officer, place the Respondent-employee on temporary administrative leave. A temporary removal or administrative leave will end when a final decision is reached.

If, as an initial matter, it is clear that the reported sexual harassment is not covered by Title IX because (1) the allegations, even if true, do not rise to the level of sexual harassment; (2) the alleged sexual harassment occurred outside of the School District's program or activities; or (3) the alleged sexual harassment occurred outside of the United States, the Title IX Coordinator will explain how that could impact disposition of a formal complaint as well as how other School District policies, administrative guidelines, or codes of conduct may apply.

Formal Complaint A Complainant (or parent/guardian of a student-Complainant) may file a formal complaint. The Title IX Coordinator may file a formal complaint even if Complainant declines to do so. The formal complaint will include: the names of Complainant and Respondent, or identifying information if Respondent's name is unknown; as complete a description of the alleged sexual harassment as is available, including dates, times, and places; actual and potential witnesses; actual and potential relevant documents, data, and other items; and the signature of the person making the complaint or the Title IX Coordinator.

Response to Formal Complaint and Grievance Procedure.

Generally. The Title IX Coordinator will ensure that, at every step of the Grievance Procedure, the parties are treated equitably; all information and evidence is evaluated objectively; and, there are no conflicts of interest affecting the Title IX Coordinator or any informal resolution facilitator, Investigator, Decision-Maker, or any individual resolving an appeal.

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Notice. Upon receiving or filing a formal complaint, the Title IX Coordinator will issue a notice to Complainant and Respondent. The notice will include:

- Information about the School District's grievance procedure, including any informal resolution process;
- Notice of the allegations potentially constituting sexual harassment, including sufficient details and time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known; the conduct allegedly constituting sexual harassment; and the date and location of the alleged incident, if known.
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
- Notification that the parties may have an advisor of their choice, who may (but is not required to be) an attorney and who may inspect and review evidence.
- Notification of any provision in the School District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the investigation, the School District decides to investigate allegations that were not included in the original notice, the Title IX Coordinator will notify Complainant and Respondent of the additional allegations.

Dismissal. The Title IX Coordinator must dismiss a formal complaint if the allegations: do not establish sexual harassment under Title IX, even if they are true; did not occur in connection with the School District's programs and services; or, did not occur in the United States. The Title IX Coordinator may dismiss a formal complaint, in whole or in part, if: Complainant withdraws some or all of the allegations; Respondent's employment or enrollment in the School District ends; or specific circumstances prevent the School District from gathering sufficient relevant evidence to reach a decision on the formal complaint. The School District's Title IX Coordinator will notify Complainant and Respondent, in writing, if a formal complaint is dismissed, including an explanation for the dismissal. The Complainant or Respondent may appeal the dismissal.

Informal Resolution At any point between the filing of the formal complaint and the decision-maker reaching a determination of responsibility, the parties may voluntarily agree to participate in an informal resolution process. The informal resolution process must be completely voluntary, and may not be initiated until:

- the parties have been provided notice of their rights by delivery of the applicable anti-harassment policy and 8007.3-AR;
- the parties have been informed of the consequences of informal resolution, including that it may preclude the resumption of a formal complaint investigation arising from the same allegations and that records may be maintained and shared; and

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- the parties have voluntarily consented to informal resolution, in writing.

Any informal resolution process will be completed within fifteen (15) days of the parties' agreement to participate, absent good cause or written agreement of the parties and the Title IX Coordinator to extend the timeline.

Investigation The Title IX Coordinator or designee (the Investigator) will investigate a formal complaint. The burden of undertaking and completing the investigation rests on the School District. The Investigator will presume Respondent is not responsible unless a final decision against Respondent is reached. The Investigator will not require, seek, or rely on privileged information without consent of the privilege-holder.

Within five (5) days after the Investigator provides Respondent with notice of the formal complaint, Respondent may file a written response. The Investigator will provide a copy of any written response to the Complainant. Regardless of whether Respondent files a written response, the Investigator will undertake an investigation that will include, but not be limited to:

- interviewing Complainant and Respondent, unless they refuse to be interviewed or fail to timely respond to the Investigator's interview request;
- interviewing relevant witnesses and other potentially relevant witnesses who Complainant or Respondent request, unless the witness refuses to be interviewed or fails to timely respond to the Investigator's interview request;
- obtaining, to the extent they are available, all relevant documents, data, and other items identified by Claimant, Respondent, and witnesses;
- preparing an investigative report that fairly summarizes the interviews and relevant evidence; and,
- providing the investigative report to the parties simultaneously.

Neither Complainant nor Respondent are required to participate in the investigation process, including interviews. The Investigator will not draw any negative inferences based solely on a Complainant's or Respondent's lack of participation, but participation is encouraged so that the Investigator has the benefit of hearing the perspective of all parties. The School District will not interfere with the parties' ability to discuss the allegations or gather and present evidence.

Prior to finalizing the investigative report, the Title IX Coordinator or Investigator will send each party and their advisor(s) a copy of all of the evidence directly related to the allegations of sexual harassment in the formal complaint. The parties will have up to ten (10) days to review the evidence and submit a written response, which the Investigator will consider prior to completing the investigation report. Absent good cause, the investigation report will be completed with sixty (60) days. The Title IX Coordinator will, upon completing or receiving the Investigator's Report, simultaneously send a copy to Complainant, Respondent, and their advisors, if any, and allow for a written response.

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The Title IX Coordinator will also send a copy of the Investigation Report to the Decision-maker, and notify the parties of their right, within ten (10) days, to: submit relevant written questions that the party wants the Decisionmaker to ask a party or witness; receive answers to any such written relevant questions; and allow for additional, limited follow-up questions from each party. Any questions or evidence about Complainant's sexual predisposition or prior sexual behavior are not relevant, unless they are offered to prove that someone other than Respondent committed the conduct alleged by Complainant; or they concern specific incidents of Complainant's prior sexual behavior with respect to Respondent and are offered to prove consent. If the Decision-maker declines to ask a party or witness a question, the Decision-maker will provide a written explanation to the party who posed the question.

The Title IX Coordinator may permit a delay or extension of the investigative timelines for good cause. If this occurs, the Title IX Coordinator will notify Complainant and Respondent of the delay or extension and reason for it. Separately, if Respondent is a School District employee, the Title IX Coordinator will review any applicable collective bargaining agreement and grant any required adjournment of the investigative timelines.

Decision. The Title IX Coordinator will appoint a Decision-Maker, who is not the Title IX Coordinator or Investigator. The Decision-Maker will objectively review the investigation report and relevant evidence gathered through the investigation process. Credibility determinations, if any, will not be based on an individual's status as Complainant, Respondent, or witness. The Decision-Maker will not hold Respondent responsible unless a preponderance of the evidence establishes Respondent sexually harassed Complainant. Absent extenuating circumstances, the Decision-Maker will issue a decision within ten (10) days of receiving the investigation report and evidence and will provide the decision to Complainant and Respondent simultaneously. The decision will include: Complainant's allegations; procedural steps taken with respect to the allegations; findings of fact; the application of the applicable anti-harassment policy, this 8007.3-AR, and the School District's Student Code of Conduct to the facts; and a statement of all rationale for the result as to each allegation, including determinations of responsibility, disciplinary sanctions, whether Complainant will be provided remedies to restore or preserve equal access to the School District's education programs and activities, and the procedure and bases for appeal. Upon a finding of responsibility, sanctions for Respondent-students may range from administrative intervention to permanent expulsion. Sanctions for Respondent-employees may range from counseling to discharge. Sanctions for Respondent-Board members may range from censure to a petition to the Governor for removal from the Board of Education. Remedies may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Appeal. Within five (5) days of the Decision-Maker sending the decision to the parties and any advisors, Complainant or Respondent may appeal the Decision-Maker's decision by filing an appeal with the Superintendent on one or more of the following bases:

- Procedural irregularity that affected the outcome;

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- New evidence being discovered that was not reasonably available at the time of the determination or dismissal; or
- A conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent by the Investigator, Title IX Coordinator or Decision-Maker that affected the outcome of the grievance process.

The Superintendent will provide notice to the opposite party if an appeal is filed, including a copy of the appeal, and an opportunity to respond. The appeal must include all of the reasons the appealing party disagrees with the decision as it relates to the permissible bases for appeal. The Superintendent will review the appeal, and after considering the appeal, the decision, and any other relevant evidence or information relevant to the appeal, may either: (1) affirm the decision, in whole or in part, or (2) reverse the decision, in whole or in part. The Superintendent may also remand the decision, in whole or in part, for additional investigation by the original or a different Investigator and/or further consideration by the original or a different Decision-Maker. Absent extenuating circumstances, the Superintendent will issue the appeal decision within ten (10) days of receiving the appeal or response, if any, and provide his/her decision to the parties simultaneously. The grievance process is complete and a final decision is reached when no timely appeal is taken or after the appeal process is completed.

Training The Title IX Coordinator will ensure that the Title IX Coordinator, all informal resolution facilitators, Investigators, and Decision-Makers (including those who resolve appeals) receive the following training: the definition of sexual harassment; the scope of the School District's programs and activities; how to determine whether information and evidence is relevant, including the application of Title IX's "rape-shield" provision; the grievance process, including how to conduct an investigation, how to prepare a fair summary of evidence gathered during an investigation, how to prepare a decision, and how to resolve an appeal; and, how to serve impartially, including avoiding prejudgment of facts, conflicts of interest, and bias. The Title IX Coordinator is responsible for ensuring the School District's training and training materials are posted on the School District's website.

Confidentiality and Retaliation Except as required or permitted by law, the School District will keep confidential the identity of any individual who makes a report or complaint of sexual harassment, any individual who is identified as a potential or actual Complainant or Respondent, and any witness. Neither the School District nor any other person may retaliate against an individual who has made a report or formal complaint or participated or refused to participate in an investigation or other proceeding under this Administrative Regulation.

Filing with OCR or EEOC An employee or student alleging harassment may, at any time, file a complaint with the United States Department of Education Office for Civil Rights at:

United States Department of Education
Office for Civil Rights
Cleveland Office
1350 Euclid Avenue, Suite 325
Cleveland, Ohio 44115
(216) 522-4970

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FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: <http://www.ed.gov/ocr>

An employee alleging sexual harassment against another employee or supervisor may also, or instead, file a complaint with:

United States Department of Labor
Equal Employment Opportunity Commission
Detroit Field Office
477 Michigan Avenue, Room 865
Detroit, Michigan 48226

or

State of Michigan
Department of Civil Rights
Cadillac Place, Suite 3-600
3054 West Grand Boulevard
Detroit, Michigan 48202

Cooperation with Law Enforcement Agencies In certain instances, an allegation of sexual harassment may be investigated as a criminal matter. To the extent permitted by law, the School District will comply with law enforcement requests for cooperation.

Record Retention The School District will retain, for at least seven (7) years: all training materials; all reports received by the Title IX Coordinator and actions taken in response to such reports, including why any decision not to provide supportive services was not clearly unreasonable; and, all formal complaints, documents, and other items (including data) arising from formal complaints or investigations conducted pursuant to this Administrative Regulation, including investigative reports and related documents, decisions, appeals and appeal decisions, and informal resolutions.

As always, if you have any questions regarding the proposed updates, please don't hesitate to contact us by emailing Policy@MillerJohnson.com. Thank you!