



# Rockford Public Schools

Quality Community – Quality Schools  
*Together Building a Tradition of Excellence*

## ROCKFORD BOARD OF EDUCATION

November 11, 2024 - 5:30 PM

### Agenda

#### CALL TO ORDER

#### MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

#### APPROVAL OF AGENDA

#### RECOGNITION

1. Meadow Ridge Blue Ribbon Recognition
2. Middle School Student of the Month
3. MASL Media Specialist and Administrator Recognition

#### ACTION ITEMS – CONSENT AGENDA

1. Minutes from the October 14, 2024 meeting
2. Presentation of bills in the amount of \$13,071,955.02
3. Athletics Donations totaling \$2,500
4. Boys Basketball donation of \$1,250
5. 2023-2024 Salary Schedules
6. 2024-2025 Salary Schedules
7. Certified Staff Resignation
8. HS Winter Coaches

#### NEW BUSINESS

1. Fall Policy Update – 1<sup>st</sup> reading
2. Health Insurance Changes
3. Certified Staff Recommendation
4. Insulin Opt-In Resolution

#### REPORTS

1. Student Representative Report
2. Collaborative Reports
3. Committee Reports
4. Rams XII

#### RECOGNITION OF VISITORS AND HEARING OF PEOPLE PRESENT

#### SUPERINTENDENT REMARKS

#### ADJOURNMENT

#### Accommodations:

Any person with a disability who needs accommodation for participation in these meetings should contact the Superintendent's Office at 616.863.6557, at least five days in advance of the meeting.



# BOARD OF EDUCATION

## Meeting Minutes – Regular Meeting October 14, 2024

*Date* **I time** Monday-October 14, 2024 **I** 5:30 p.m.

*Location* Administration Boardroom

*Meeting called to order with a moment of silence and the Pledge of Allegiance by* President Folsom

### In Attendance

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Board of Education: Tricia Anderson, Jarrod Folsom, Kelley Freridge, Barbara Helms, Jake Himmelsbach, Nick Reichenbach

Regrets: Christie Ramsey

Administration: Dr. Steve Matthews, Mike Ramm, Allison Clements, Jodi Nester.

### Adoption of Agenda

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Motion to approve agenda by Kelley Freridge with support by Tricia Anderson. Trustee Nick Reichenbach made a motion to amend the Agenda with support by Barb Helms. There was discussion regarding adding Secondary Student Transition Plan should be added to the Agenda. The motion to amend the agenda did not pass. Trustee Reichenbach and Trustee Helms both voted yay. Trustee Anderson, President Folsom, Vice President Freridge and Treasurer Himmelsbach voted nay.

### Recognition

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A video was played honoring the Middle School students of the month.

### Consent Agenda

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Motion to approve by Jake Himmelsbach with support by Nick Reichenbach. The motion passed unanimously.

1. Minutes from the September 9, 2024 meeting.
2. Athletics Donation of \$7,500
3. Sideline Cheer donations totaling \$4,000
4. Football donation of \$5,100
5. Boys Soccer donation of \$3,000
6. Boys Basketball donation of \$5,000
7. Girls Basketball donations totaling \$2,000
8. Presentation of bills in the amount of \$10,107,032.56
9. Winter Coaches
10. Banking Approvals
11. City of Rockford Lease Agreement Amendment
12. Certified Staff Resignations
13. Fall Extra Duty Assignments

## New Business

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### 1. Rockford Freshman Center Bid Approval

Jared Goss discussed the bid process and submitted bids for projects at the Rockford Freshman Center. Motion to by Kelley Freridge with support from Nick Reichenbach. Motion passed unanimously.

### 2. Certified Staff Recommendations/Personnel Report

Dr. Matthews updated the board on two new hires for Rockford Public Schools. Motion to approve by Kelley Freridge with support from Tricia Anderson.

## Reports

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### 1. Student Representative Report

Student Representative to the Board, Brooklyn Schmucher updated the Board regarding things happening at Rockford Public Schools.

### 2. Collaborative Reports

Mindy McGinn, Parkside Elementary Principal gave a report on things happening at the Elementary level. It has been a great start to the school year!

East Rockford Middle School Principal, Adam Burkholder reported on things happening at the Secondary Level.

### 3. Committee Reports

Kelley Freridge gave a report on the HR Committee meeting.

Jake Himmelspach gave a report on the Finance Committee meeting.

Tricia Anderson gave a report on the Finance Committee meeting.

### 4. Student Achievement Report

Assistant Superintendent of Instruction, Mike Ramm gave a presentation regarding Student Achievement.

### 5. RAMS XII Report

Dr. Matthews gave an update on the RAMS XII strategic plan.

## Recognition of Visitors & Hearing of People Present – Public Comment

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Audience Participation. No action taken.

## Superintendent Remarks

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Dr. Matthews gave updates regarding current things happening in the district.

## Adjournment

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President Folsom adjourned the meeting at 6:55 p.m.

BOARD REPORT ON DISBURSEMENTS

DATE: 10/7/2024

11/4/2024

PAYROLL

GENERAL FUND NET PAYROLL	8 & 9	3,017,855.54
FOOD SERVICE	8 & 9	87,124.28
ATHLETIC FUND	8 & 9	218,667.85
TOTAL ALL FUNDS	8 & 9	3,323,647.67

ALL FUNDS:

FEDERAL TAX	\$	333,878.99
SOCIAL SECURITY TAX-MEDICARE TAX	\$	706,297.66
STATE TAX	\$	163,697.58
TOTAL	\$	1,203,874.23
	\$	4,527,521.90

BLUE CROSS INSURANCE	\$	38,152.15
NVA/NATIONAL VISION	\$	
BLUE CROSS DENTAL	\$	78,351.45
MESSA (VSP/MED/ LIFE)	\$	900,920.81
NATIONAL INSURANCE SVCS(L TERM DISABILITY	\$	17,543.69
RETIREMENT PAYROLL	\$	1,932,460.87
	\$	2,967,428.97

UTILITIES:

DTE ENERGY		7,180.02
CONSUMERS ENERGY	\$	98,918.03
BP ENERGY (BULK FUEL)	\$	805.68
BAL ON GEN FUND CREDIT CARD #	\$	0.00
MICHIGAN STATE UNIVERSITY	\$	115,016.50
MICHIGAN STATE UNIVERSITY	\$	228,792.50
	\$	343,809.00

TOTAL OF ABOVE	\$	7,945,663.60
BALANCE OF TOTAL GENERAL FUND		564,179.47
SINKING FUND REG CKS		22,450.00
SINKING FUND ACH CKS		502,177.90
SINKING FUND CREDIT CARD		0.00
2023 BOND REG CKS		501,931.11
2023 BOND ACH CKS		2,896,962.12
2023 BOND CREDIT CARD		28,642.06
GENERAL FUND ACH CKS		0.00
GENERAL FUND CREDIT CARD		609,948.76
TOTAL DISBURSEMENTS		13,071,955.02



## Memorandum

To: RPS Board of Education  
From: Korie Wilson-Crawford, Assistant Superintendent of Human Resources  
Date: November 6, 2024  
Subject: Administrative Salary Schedules

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Dear Dr. Matthews and Board Trustees,

In July 2024, the Michigan Supreme Court issued an opinion in a court case that dealt with the calculation of pensions for certain roles in K-12 public education. (Batista v. ORS). Part of the opinion deals with language around the term “normal salary increase” (or NSI) and job classifications where there are less than three members and how ORS was administering NSI. Based upon this opinion the following things were held:

- NSI is unlawful because the ORS doesn’t have the legal authority to create salary schedules.
- A salary schedule could and should exist for employees outside of collective bargaining agreements.
- NSI is not defined in state law so the court provided a definition as follows: “a written document established by statute or approved by a reporting unit’s governing body that indicates the time and sequence of compensation and conforms to a norm, rule or principle.”

Because of this MASA along with other professional organizations are recommending that we establish salary or wage grids for a variety of positions that could fall within the bullet points above.

Accompanying this memo, you will find a recommendation for 2023-2024 and 2024-2025 salary schedules for our building and district level administrative team (other than cabinet) as a first step in this process. Next month you will receive additional salary or wage grids for other stand-alone positions that do not have collective bargaining agreements. The rates included on these grids have already been approved individually for administrators but are now included for board of education consideration in the form of a wage table.

If you have any questions, please let me know as I am here to help. Thanks!

(Attachments: Proposed 23-24 Administrative Salary Grid, Proposed 24-25 Administrative Salary Grid)

Proposed 2023-2024 RPS Administrative Salary Schedule (Building and Directors)

STEP	Elementary Principals	Assistant Principals	Middle School Principals	High School Principals	Directors	Executive Directors
1	\$108,205	\$95,781	\$116,600	\$125,928	\$95990	\$130,592
2	\$109,383	\$99,023	\$118,072	\$127,646	\$98,406	\$132,556
3	\$110,561	\$100,103	\$119,545	\$130,528	\$100,889	\$134,519
4	\$111,739	\$101,537	\$121,018	\$131,083	\$102,362	\$136,483
5	\$112,917	\$102,995	\$122,491	\$132,801	\$103,835	\$138,447
6	\$114,175	\$103,409	\$123,964	\$134,519	\$105,308	\$140,411
7	\$115,201	\$104,050	\$125,436	\$136,237	\$107,629	\$142,576
8	\$116,453	\$105,504	\$126,909	\$137,956	\$108,253	\$144,875
9	\$117,631	\$106,585	\$128,382	\$140,444	\$110,442	\$146,578
10	\$118,801	\$107,620	\$129,855	\$141,392	\$111,199	\$148,266
11	\$120,023	\$107,979	\$131,328	\$143,111	\$112,672	\$150,229
12	\$121,761	\$109,407	\$132,801	\$145,196	\$114,424	\$152,193
13	\$122,301	\$110,904	\$134,532	\$146,548	\$116,540	\$154,157
14	\$123,522	\$112,271	\$135,747	\$147,450	\$117,767	\$156,121
15	\$124,887	\$113,065	\$137,198	\$149,984	\$118,564	\$158,084
16	\$126,490	\$114,145	\$138,553	\$151,702	\$120,540	\$160,048
17	\$127,057	\$115,539	\$140,165	\$153,420	\$121,509	\$162,012
18	\$128,464	\$116,305	\$141,638	\$155,139	\$122,791	\$163,976
19	\$129,413	\$117,385	\$143,111	\$156,857	\$124,776	\$165,940
20	\$130,310	\$118,466	\$144,584	\$158,576	\$125,928	\$170,993

The steps listed above are not years of service in Rockford. The Superintendent will consider other variables such as level of responsibility, special projects, previous career experience and performance into account when setting annual step placement for administrators.



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If you have any questions, please let me know as I am here to help. Thanks!

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Proposed 2024-2025 RPS Administrative Salary Schedule (Building and Directors)

STEP	Elementary Principals	Assistant Principals	Middle School Principals	High School Principals	Directors	Executive Directors
1	\$116,000	\$105,131	\$125,000	\$135,000	\$104,726	\$140,000
2	\$117,263	\$106,157	\$126,578	\$136,842	\$107,741	\$142,105
3	\$118,526	\$107,315	\$128,157	\$139,442	\$108,157	\$144,210
4	\$119,789	\$108,473	\$129,736	\$140,526	\$109,736	\$146,315
5	\$121,052	\$109,631	\$131,315	\$142,368	\$111,315	\$148,421
6	\$122,400	\$110,789	\$132,894	\$144,210	\$112,894	\$150,526
7	\$123,500	\$111,546	\$134,473	\$146,052	\$114,473	\$152,631
8	\$124,842	\$113,105	\$136,052	\$147,894	\$116,052	\$155,312
9	\$126,105	\$114,263	\$137,631	\$150,562	\$118,398	\$156,842
10	\$127,368	\$115,421	\$139,210	\$151,578	\$119,210	\$158,947
11	\$128,631	\$116,578	\$140,789	\$153,421	\$120,789	\$161,052
12	\$130,533	\$117,289	\$142,368.	\$155,263	\$122,368	\$163,157
13	\$131,626	\$118,894	\$143,947	\$157,105	\$124,936	\$165,263
14	\$132,421	\$120,359	\$145,526	\$158,073	\$125,336	\$167,368
15	\$133,626	\$121,210	\$147,082	\$160,789	\$127,105	\$169,473
16	\$135,602	\$122,368	\$148,684	\$162,631	\$128,238	\$171,578
17	\$136,210	\$123,526	\$150,263	\$164,473	\$130,263	\$173,684
18	\$137,473	\$124,684	\$151,842	\$166,315	\$131,225	\$175,789
19	\$138,736	\$125,842	\$153,421	\$168,157	\$133,765	\$177,894
20	\$139,698	\$127,000	\$155,000	\$170,000	\$135,000	\$183,312

The steps listed above are not years of service in Rockford. The Superintendent will consider other variables such as level of responsibility, special projects, previous career experience and performance into account when setting annual step placement for administrators.



# Rockford Public Schools

Quality Community – Quality Schools  
Together Building a Tradition of Excellence

## Human Resources Department

Dr. Korie Wilson-Crawford, Assistant Superintendent

350 N. Main Street • Rockford, MI 49341

Phone: 616.863.6554 • Fax: 616.863.6355

## Memorandum

To: Board of Education  
From: Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources  
Date: November 11, 2024  
Subject: 2024-2025 Employee Resignations

Lisa Hutchins

Speech Pathologist

Special Services

10/31/2024

## **Wilson-Crawford, Korie**

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**From:** Hutchins, Lisa  
**Sent:** Monday, October 14, 2024 9:29 AM  
**To:** Duba, Melinda; Wilson-Crawford, Korie; Andrews, Sonia  
**Subject:** Resignation

Good morning,

I am writing to formally resign from my position as a Speech-Language Pathologist at Rockford Public Schools, effective 10/31/2024. I have accepted a position with Montcalm Area ISD as a Special Education Supervisor.

I have appreciated the opportunity to work with amazing staff and students during my time here. This decision was not made lightly, and I am grateful for the experiences that I have had.

I wrote previously to make Mindy aware of my intentions so that I could give the district as much time as possible. I am submitting this earlier than I originally thought, due to a special board meeting that occurred at my new district. I am working hard to do as much as I can to assist the district with this transition.

Thank you for your understanding.

*Lisa Hutchins, M.A. CCC-SLP\**

Rockford Public Schools  
Speech-Language Pathologist  
Parkside Elementary  
616-863-6360 ext. 4229

*\*Previously Lisa Sturm*





## Memorandum

To: Dr. Steven Matthews, Superintendent

From: Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources

Date: November 11, 2024 Subject: 2024-2025 HIGH SCHOOL EXTRA DUTY WINTER COACHING

### RECOMMENDATIONS

SPORT	POSITION	NAME
<b>BASKETBALL (BOYS)</b>	Head Coach	Kyle Clough
	JV Coach	Jeff Grauzer
	Freshman Coach	Nicolas Duba
<b>BASKETBALL (GIRLS)</b>	Head Coach	Bradley Wilson
	JV Coach	Brian Hendricks
	Freshman Coach	Sarah Barnett
<b>BOWLING</b>	Boys Head Coach	Brandon Engstrom
	Girls Head Coach	Jerome Tarabek
<b>COMPETITIVE CHEERLEADING</b>	Head Coach	MeLisa Milanowski
	JV Coach	Gabrielle Berry
	Freshman Coach	Kelly Brown
<b>DANCE-VARSITY</b>	Head Coach	Amanda Carfagnini
<b>GYMNASTICS</b>	Head Coach	Michelle Ankney
	Assistant Coach	Averi Nixon
<b>HOCKEY</b>	Head Coach	Carl Mokosak
	Assistant Coach	Tyler Borchers
<b>SKIING</b>	Boys/Girls Head Coach	Marissa VanAlst
	Assistant Coach	Ryan Mergener
<b>SWIMMING (BOYS)</b>	Head Coach	Kevin Brown
	Assistant Coach	Hunter Ignasiak
	Diving Coach	<b>POSTED</b>
<b>WRESTLING</b>	Head Coach	Brian Richardson
	Assistant Coaches	Caleb Westveer/Eric Dietz



## Memorandum

To: Dr. Steven Matthews, Superintendent  
From: Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources  
Date: November 11, 2024  
Subject: Fall 2024 Policies – First Reading

With the Policy Committee's approval, the following policy updates will be brought to the Board for a first reading on November 11, 2024.

Policy Number	Description	Revised	New	Replacement
Po1130	Conflict of Interest	X		
Po3120.08	Employment of Personnel for Co-Curricular Activities	X		
Po3110	Conflict of Interest	X		
Po4110	Conflict of Interest	X		
Po5330.02	Opioid Antagonists	X		
Po5340	Student Accidents	X		
Po5500	Student Conduct	X		
Po6110	Grant Funds	X		
Po6111	Internal Controls	X		
Po6112	Cash Management of Grants	X		
Po6114	Cost Principles- Spending Federal Funds	X		
Po6325	Procurement- Federal Grants/Funds	X		
Po6550	Travel Payment & Reimbursement	X		
Po7310	Disposition of Surplus Property	X		
Po7440.03	Small Unmanned Aircraft Systems	X		
Po7450	Property Inventory	X		
Po7540.09	Artificial Intelligence (AI)		X	
Po8321	Criminal Justice Information Security (Non-Criminal Justice Agency)	X		

Thank you for your continued support of the Policy Review Committee.



## Fall Policy Committee Meeting

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Date: October 31, 2024

Time: 8:00 AM

Location: Administration Building/Team Room

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1. Welcome

2. Policy Discussion

3. Other Questions

4. Adjournment



# Rockford Public Schools

**Quality Community – Quality Schools**  
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## RPS Board of Education Policy Committee

October 31, 2024

**Meeting Location:** Administration Building      **Meeting Time:** 8:00 a.m.

**Attendance:** Dr. Korie Wilson-Crawford, Jarrod Folsom, Tricia Anderson, Christie Ramsey, and Erin Wenger (recorder)

Christy called the meeting to order at 8:09 a.m.

Christie moved, and Jarrod supported the approval of the agenda.

### Welcome

Korie welcomed all and shared the purpose of the Fall Policy Committee meeting to discuss updates, edits, and a new policy.

### Policies to be Reviewed:

- **po1130- EDGAR UGG/Conflict of Interest.** This policy states that staff members, officers, and agents shall perform their official duties in a manner that raises a reasonable question of conflict with duties and responsibilities in the school system.
- **po2410- Prohibition or Referral or Assistance.** Neola recommends rescinding this policy because it is no longer supported by law in Michigan. This change would allow professional discretion by staff if students ask for resources. The law banning this practice was rescinded in October of 2023; therefore, NEOLA recommends that our policies reflect current law by rescinding the policy referencing this law as well as this prohibition elsewhere in policy (see below.)
- **po2414- Reproductive Health and Family Planning.** Neola recommends rescinding language to align with rescinding po2410. Allows staff to provide resources with professional discretion. The value statement of this policy remains intact. **RAMS XII Strategic Plan 1.A.1 -Academic Excellence**
- **po2418- Sex Education.** Neola recommends rescinding language to align with rescinding po2410. **RAMS XII Strategic Plan 1.A.1 -Academic Excellence**
- **po3210.08- Employment of Personnel For Co-Curricular Activities.** Additional language was added starting the 25/26 school year: a hired individual as a high school athletic coach shall have a valid certification in cardiopulmonary resuscitation. Our district is currently working with our

athletic department and nursing staff on athletic safety. RAMS XII Strategic Plan 2.C.3 - Safety and Security

- **po3110- EDGAR UGG/Conflict of Interest.** Similar language to po1130, but for certified staff.
- **po4110- EDGAR UGG/Conflict of Interest.** Similar language to po1130, but for support staff.
- **po5330.02- Opioid Antagonists.** Edited language in adding Narcan to the description, as most are familiar with the name over naloxone hydrochloride. RAMS XII Strategic Plan 2.C.3 - Safety and Security
- **po5340- Student Accidents.** Beginning the 25/26 school year, the State of Michigan mandates cardiac training and a response plan. RAMS XII Strategic Plan 2.C.3 - Safety and Security
- **po5500- Student Conduct.** Student conduct, academic honesty, and the use of Artificial Intelligence. Neola recommends implementing AI policies as the technology is quickly evolving. RAMS XII Strategic Plan 1.C.3 - Evaluating Information
- **po6110- EDGAR UGG/Grant Funds.** Mandatory disclosures, whistleblower protections, and audit requirements specific to Federal grant dollars. RAMS XII Strategic Plan 5.A.2 - Operational Sustainability
- **po6111-EDGAR UGG/ Internal Controls.** Additional language was added to the handling of Federal grant dollars. RAMS XII Strategic Plan 5.A.2 - Operational Sustainability
- **po6112- EDGAR UGG/Cash Management of Grants.** Additional language was added with cash management of Federal grants. RAMS XII Strategic Plan 5.A.2 - Operational Sustainability
- **po6114- EDGAR UGG/Cost Principals-Spending Federal Funds.** The district must follow regulations if receiving Federal funding. RAMS XII Strategic Plan 5.A.2 - Operational Sustainability
- **po6325-EDGAR UGG/Procurement-Federal Grants/Funds.** New limits have been added for micro and small district purchases. RAMS XII Strategic Plan 5.A.2 - Operational Sustainability
- **po6550- EDGAR UGG/Travel and Reimbursement.** The district will follow the mileage and travel reimbursement rates the federal government prescribes. RAMS XII Strategic Plan 5.A.2 - Operational Sustainability
- **po7310- EDGAR UGG/Disposition of Surplus Property.** Allows for the district to dispose of items worth under \$10,000. RAMS XII Strategic Plan 5.A.1 - Operational Sustainability
- **po7440.03-Small Unmanned Aircraft Systems.** Drones are not permitted unless approved by the Superintendent, and the user is licensed. Based upon NEOLA clarification, this would apply to all drones- even small student-run drones through district programs like BTR. RAMS XII Strategic Plan

## 2.C.3 - Safety and Security

- **po7450-EDGAR UGG/Property Inventory.** The district will maintain accurate inventory and properly maintain records of items purchased with Federal grants. RAMS XII Strategic Plan 5.A.1 - Operational Sustainability
- **po7540.09-Artificial Intelligence(NEW).** AI value statement for district mission, goals, and operational integrity. RAMS XII Strategic Plan 3.A.5 - Global Citizenship
- **po8321-Criminal Justice Information Security.** The district's handling of the criminal history and records of staff and volunteers received additional language.

Christie motioned to adjourn, Tricia supported. The meeting was adjourned at 9:15 a.m.

Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - EDGAR UGG - September 2024 Revised CONFLICT OF INTEREST
Code	po1130
Status	
Adopted	June 22, 2015
Last Revised	July 11, 2016

### **Revised Policy - Vol. 39, No. 1 - EDGAR/UGG Revisions**

#### **1130 - CONFLICT OF INTEREST**

Staff members, officers, and agents shall perform their official duties in a manner free from conflict of interest. To this end:

A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by the School-District's Board members, employees, officers, and agents is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the School-District.

To accomplish this, the Board of Education has adopted the following guidelines which apply to all District employees, officers, and agents, and Board members including members of the Board to assure that conflicts of interest do not occur. These guidelines are not intended to be all-inclusive, nor to substitute for good judgment on the part of all employees, officers, agents, and Board members and agents.

1. No employee, officer, or agent, or Board member shall engage in or have a financial or other interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with the employee's, officer's, agent's, or Board member's his/her duties and responsibilities in the school system. When a staff member determines that the possibility of a personal interest conflict exists, the staff members/he should, prior to the matter being considered by the Board or administration, disclose the staff member's his/her interest (such disclosure shall become a matter of record in the minutes of the Board).
2. No staff member, officer, or agent, or Board member shall use their his/her position to benefit either themselves himself/herself or any other individual or agency apart from the total interest of the School District.
3. If the financial interest pertains to a proposed contract with the District, the following requirements must be met.

The staff member, officer, or agent, or Board member shall disclose the direct financial interest in the contract to the Board with such disclosure made a part of the official Board minutes. If the his/her direct financial interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the District, the staff member, officer, or agent, or Board member shall make the disclosure in one (1) of two (2) ways:

- a. In writing, to the Board President at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its public meetings. (See Bylaw 0165)
- b. By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The staff member, officer, or agent, or Board member must use this method of disclosure if the his/her financial interest amounts to \$5,000 or more.
4. Employees, officers, and agents, and Board members shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship the employee, officer, agent, or Board member they may have with any student,

client, or parents of such students or clients in the course of ~~the employee's, officer's, agent's, or Board member's~~their employment or professional relationship with the ~~School~~ District.

Included, by way of illustration rather than limitation, are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's, officer's, ~~or~~agent's, or Board member's employment or professional relationship with the District through ~~his/her~~ access to ~~School~~ District records
- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- d. the requirement of students or clients to purchase any private goods or services provided by an employee, officer, ~~or~~agent, or Board member, or any business or professional practitioner with whom any employee, officer, ~~or~~agent, or Board member has a financial or other relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

5. Employees, officers, ~~and~~agents, and Board members shall not make use of materials, equipment, or facilities of the ~~School~~ District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

B. Should exceptions to this policy be necessary in order to provide services to students or clients of the ~~School~~ District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the Superintendent before entering into any private relationship.

C. ~~No employee, officer, agent, or Board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or Board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. Employees, officers, and agents can not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.~~

**[SELECT OPTION #1 OR OPTION #2]**

**[OPTION #1]**

~~An employee, officer, agent, and Board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors~~ ~~Employees, officers, and agents can not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.~~

**[OR]**

**[OPTION #2]**

~~Pursuant to Federal rules, the District has set standards for situations where the financial interest is not substantial or the gift is an unsolicited item of nominal value. For purposes of this section, "nominal value" means that the gift has a monetary value of \$ 75.00 or less~~ ~~Employees, officers, and agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds. Employees, officers, and agents may, however, accept a gift of unsolicited items of "nominal value" from a contractor or party to subcontracts that do not involve Federal grant funds. For purposes of this section, "nominal value" means that the gift has a monetary value of \$ \_\_\_\_\_ or less.~~

**[END OF OPTIONS]**

[In accordance with M.C.L. 380.634, the Michigan Department of Education (MDE) adjusts the limits on the value of gifts that may be accepted from vendors or potential vendors for Intermediate School District employees. The fiscal year 2023-2024/2021-22 cap for gifts was \$7364.]

D. **If** to the extent that the District has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the **School** District may not conduct a procurement action involving the parent, affiliate, or subsidiary organization if the **School** District is unable, or appears to be unable, to be impartial in conducting a procurement action involving a related organization.

E. Employees, officers, **and** agents, **and** Board members must **promptly** disclose any potential conflict of interest which may lead to a violation of this policy to the **School** District. Upon discovery of any potential conflict of interest, the **School** District will disclose, in writing, the potential conflict of interest to the appropriate Federal **awarding** agency or, if applicable, the pass-through entity.

The District will also promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity. The District is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200 disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery, or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

F. Employees, officers, and agents, and Board members found to be in violation of this conflict of interest policy will be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy.

**[DRAFTING NOTE: The School-District has discretion over the appropriate disciplinary actions. For example, the School-District may suspend or terminate the individual's employment, transfer the individual, end the District's professional relationship with that individual, or temporarily re-assign the individual. All disciplinary actions must be in accordance with applicable Federal, State, and local law, as well as any collectively bargained agreements.]**

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Legal 2 C.F.R. 200.112, 200.113, 200.318  
M.C.L. 380.634, 380.1805(1)

Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - EDGAR UGG - September 2024 Revised CONFLICT OF INTEREST
Code	po3110
Status	
Adopted	June 22, 2015
Last Revised	July 11, 2016

### **Revised Policy - Vol. 39, No. 1 - EDGAR/UGG Revisions**

#### **3110 - CONFLICT OF INTEREST**

Staff members, officers, and agents shall perform their official duties in a manner free from conflict of interest. To this end:

A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by the School-District's Board members, employees, officers, and agents is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the School-District.

To accomplish this, the Board of Education has adopted the following guidelines which apply to all District employees, officers, and agents, and Board members including members of the Board to assure that conflicts of interest do not occur. These guidelines are not intended to be all-inclusive, nor to substitute for good judgment on the part of all employees, officers, agents, and Board members and agents.

1. No employee, officer, or agent, or Board member shall engage in or have a financial or other interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with the employee's, officer's, agent's, or Board member's his/her duties and responsibilities in the school system. When a staff member determines that the possibility of a personal interest conflict exists, the staff members/he should, prior to the matter being considered by the Board or administration, disclose the staff member's his/her interest (such disclosure shall become a matter of record in the minutes of the Board).
2. No staff member, officer, or agent, or Board member shall use their his/her position to benefit either themselves himself/herself or any other individual or agency apart from the total interest of the School District.
3. If the financial interest pertains to a proposed contract with the District, the following requirements must be met.

The staff member, officer, or agent, or Board member shall disclose the direct financial interest in the contract to the Board with such disclosure made a part of the official Board minutes. If the his/her direct financial interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the District, the staff member, officer, or agent, or Board member shall make the disclosure in one (1) of two (2) ways:

- a. In writing, to the Board President at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its public meetings. (See Bylaw 0165)
- b. By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The staff member, officer, or agent, or Board member must use this method of disclosure if the his/her financial interest amounts to \$5,000 or more.
4. Employees, officers, and agents, and Board members shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship the employee, officer, agent, or Board member they may have with any student,

client, or parents of such students or clients in the course of ~~the employee's, officer's, agent's, or Board member's~~ their employment or professional relationship with the ~~School~~ District.

Included, by way of illustration rather than limitation, are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's, officer's, ~~or~~ agent's, or Board member's employment or professional relationship with the District through ~~his/her~~ access to ~~School~~ District records
- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- d. the requirement of students or clients to purchase any private goods or services provided by an employee, officer, ~~or~~ agent, or Board member, or any business or professional practitioner with whom any employee, officer, ~~or~~ agent, or Board member has a financial or other relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

5. Employees, officers, ~~and~~ agents, and Board members shall not make use of materials, equipment, or facilities of the ~~School~~ District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

B. Should exceptions to this policy be necessary in order to provide services to students or clients of the ~~School~~ District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the Superintendent before entering into any private relationship.

C. ~~No employee, officer, agent, or Board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or Board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. Employees, officers, and agents can not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.~~

**[SELECT OPTION #1 OR OPTION #2]**

**[OPTION #1]**

~~An employee, officer, agent, and Board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors~~  ~~Employees, officers, and agents can not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.~~

**[OR]**

**[OPTION #2]**

~~Pursuant to Federal rules, the District has set standards for situations where the financial interest is not substantial or the gift is an unsolicited item of nominal value. For purposes of this section, "nominal value" means that the gift has a monetary value of \$75.00 or less~~  ~~Employees, officers, and agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds. Employees, officers, and agents may, however, accept a gift of unsolicited items of "nominal value" from a contractor or party to subcontracts that do not involve Federal grant funds. For purposes of this section, "nominal value" means that the gift has a monetary value of \$ or less.~~

**[END OF OPTIONS]**

[In accordance with M.C.L. 380.634, the Michigan Department of Education (MDE) adjusts the limits on the value of gifts that may be accepted from vendors or potential vendors for Intermediate School District employees. The fiscal year 2023-2024/2021-22 cap for gifts was \$7364.]

D. **If** to the extent that the District has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the **School** District may not conduct a procurement action involving the parent, affiliate, or subsidiary organization if the **School** District is unable, or appears to be unable, to be impartial in conducting a procurement action involving a related organization.

E. Employees, officers, **and** agents, **and** Board members must **promptly** disclose any potential conflict of interest which may lead to a violation of this policy to the **School** District. Upon discovery of any potential conflict of interest, the **School** District will disclose, in writing, the potential conflict of interest to the appropriate Federal **awarding** agency or, if applicable, the pass-through entity.

The District will also promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity. The District is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200 disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery, or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

F. Employees, officers, and agents, and Board members found to be in violation of this conflict of interest policy will be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy.

[DRAFTING NOTE: The School-District has discretion over the appropriate disciplinary actions. For example, the School-District may suspend or terminate the individual's employment, transfer the individual, end the District's professional relationship with that individual, or temporarily re-assign the individual. All disciplinary actions must be in accordance with applicable Federal, State, and local law, as well as any collectively bargained agreements.]

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Legal 2 C.F.R. 200.112, 200.113, 200.318  
M.C.L. 380.634, 380.1805(1)

Book	Policy Manual
Section	Ready for Board
Title	Copy of EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR ACTIVITIES
Code	po3120.08
Status	
Adopted	June 22, 2015

### **3120.08 - EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR ACTIVITIES**

The Board may find it necessary to employ, on a part-time basis, coaches or activity sponsors who are not members of the professional staff. Such part-time employees:

- A. may be District support employees or
- B. may be individuals from the community or nearby areas.

The Board authorizes the Superintendent

- A. to recommend coaching candidates for employment by the Board
- B. to act for the Board in employing all other co-curricular part-time staff.

The Superintendent shall establish administrative guidelines to ensure that each person employed as a coach or activity sponsor has the appropriate qualifications, has been properly interviewed and signs an employment contract which includes the conditions of employment, compensation arrangements and contract termination procedures.

Appropriate qualifications shall, at a minimum, include any requirements established by the state, and may also include any program- specific training or certification as determined by the Superintendent. Starting with the 2025-2026 school year, an individual hired to serve at the high school as an athletic coach shall have a valid certification in cardiopulmonary resuscitation and use of an automated external defibrillator issued by the American Red Cross, American Heart Association, or a comparable organization or institution approved by the Michigan Department of Education. such as cardio-pulmonary resuscitation and/or first aid.

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Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - EDGAR UGG - September 2024 Revised CONFLICT OF INTEREST
Code	po4110
Status	
Adopted	June 22, 2015
Last Revised	July 11, 2016

### **Revised Policy - Vol. 39, No. 1 - EDGAR/UGG Revisions**

#### **4110 - CONFLICT OF INTEREST**

Staff members, officers, and agents shall perform their official duties in a manner free from conflict of interest. To this end:

A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by the School-District's Board members, employees, officers, and agents is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the School-District.

To accomplish this, the Board of Education has adopted the following guidelines which apply to all District employees, officers, and agents, and Board members including members of the Board to assure that conflicts of interest do not occur. These guidelines are not intended to be all-inclusive, nor to substitute for good judgment on the part of all employees, officers, agents, and Board members and agents.

1. No employee, officer, or agent, or Board member shall engage in or have a financial or other interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with the employee's, officer's, agent's, or Board member's his/her duties and responsibilities in the school system. When a staff member determines that the possibility of a personal interest conflict exists, the staff members/he should, prior to the matter being considered by the Board or administration, disclose the staff member's his/her interest (such disclosure shall become a matter of record in the minutes of the Board).
2. No staff member, officer, or agent, or Board member shall use their his/her position to benefit either themselves himself/herself or any other individual or agency apart from the total interest of the School District.
3. If the financial interest pertains to a proposed contract with the District, the following requirements must be met.

The staff member, officer, or agent, or Board member shall disclose the direct financial interest in the contract to the Board with such disclosure made a part of the official Board minutes. If the his/her direct financial interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the District, the staff member, officer, or agent, or Board member shall make the disclosure in one (1) of two (2) ways:

- a. In writing, to the Board President at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its public meetings. (See Bylaw 0165)
- b. By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The staff member, officer, or agent, or Board member must use this method of disclosure if the his/her financial interest amounts to \$5,000 or more.
4. Employees, officers, and agents, and Board members shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship the employee, officer, agent, or Board member they may have with any student,

client, or parents of such students or clients in the course of ~~the employee's, officer's, agent's, or Board member's~~ their employment or professional relationship with the ~~School~~ District.

Included, by way of illustration rather than limitation, are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's, officer's, ~~or~~ agent's, or Board member's employment or professional relationship with the District through ~~his/her~~ access to ~~School~~ District records
- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- d. the requirement of students or clients to purchase any private goods or services provided by an employee, officer, ~~or~~ agent, or Board member, or any business or professional practitioner with whom any employee, officer, ~~or~~ agent, or Board member has a financial or other relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

5. Employees, officers, ~~and~~ agents, and Board members shall not make use of materials, equipment, or facilities of the ~~School~~ District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

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**[SELECT OPTION #1 OR OPTION #2]**

**[OPTION #1]**

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**[OR]**

**[OPTION #2]**

~~Pursuant to Federal rules, the District has set standards for situations where the financial interest is not substantial or the gift is an unsolicited item of nominal value. For purposes of this section, "nominal value" means that the gift has a monetary value of \$75.00 or less~~  ~~Employees, officers, and agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds. Employees, officers, and agents may, however, accept a gift of unsolicited items of "nominal value" from a contractor or party to subcontracts that do not involve Federal grant funds. For purposes of this section, "nominal value" means that the gift has a monetary value of \$ or less.~~

**[END OF OPTIONS]**

[In accordance with M.C.L. 380.634, the Michigan Department of Education (MDE) adjusts the limits on the value of gifts that may be accepted from vendors or potential vendors for Intermediate School District employees. The fiscal year 2023-2024/2021-22 cap for gifts was \$7364.]

D. **If** to the extent that the District has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the **School** District may not conduct a procurement action involving the parent, affiliate, or subsidiary organization if the **School** District is unable, or appears to be unable, to be impartial in conducting a procurement action involving a related organization.

E. Employees, officers, **and** agents, **and** Board members must **promptly** disclose any potential conflict of interest which may lead to a violation of this policy to the **School** District. Upon discovery of any potential conflict of interest, the **School** District will disclose, in writing, the potential conflict of interest to the appropriate Federal **awarding** agency or, if applicable, the pass-through entity.

The District will also promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity. The District is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200 disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery, or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

F. Employees, officers, and agents, and Board members found to be in violation of this conflict of interest policy will be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy.

[DRAFTING NOTE: The School-District has discretion over the appropriate disciplinary actions. For example, the School-District may suspend or terminate the individual's employment, transfer the individual, end the District's professional relationship with that individual, or temporarily re-assign the individual. All disciplinary actions must be in accordance with applicable Federal, State, and local law, as well as any collectively bargained agreements.]

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Legal 2 C.F.R. 200.112, 200.113, 200.318  
M.C.L. 380.634, 380.1805(1)

Book	Policy Manual
Section	Ready for Board
Title	Copy of OPIOID ANTAGONISTS
Code	po5330.02
Status	
Adopted	August 28, 2017
Last Revised	December 19, 2019

### 5330.02 - **OPIOID ANTAGONISTS**

The Board of Education has determined that it is in the best interests of its students and employees to have opioid antagonists available to be administered, if necessary, by appropriately trained personnel. Therefore, the Board adopts this policy to govern the handling and administration of opioid antagonists consistent with the following processes, procedures, and limitations.

The District shall purchase opioid antagonists and distribute the opioid antagonists to an employee or agent of the District who has been trained in the administration of that opioid antagonist. An opioid antagonist is naloxone hydrochloride, Narcan, or any other similarly acting and equally safe drug approved by the U.S. Food and Drug Administration for the treatment of drug overdose.

A District employee or agent may possess an opioid antagonist distributed to that employee or agent and may administer that opioid antagonist to an individual only if both of the following apply:

- A. The employee or agent has been trained in the proper administration of that opioid antagonist.
- B. The employee or agent has reason to believe that the individual is experiencing an opioid-related overdose.

Each school in the District shall have at least two (2) employees who have been trained in the appropriate use and administration of an opioid antagonist. The training shall be done in a manner that has been approved by a licensed registered professional nurse. Only an appropriately trained school employee or agent may possess and administer an opioid antagonist.

Each school in the District shall possess at least one (1) package of an opioid antagonist on site. The opioid antagonist may be administered by a trained school employee or agent to a student or other individual on school grounds who is believed to be having an opioid-related overdose.

An opioid-related overdose is a condition, including, but not limited to, extreme physical illness, decreased level of consciousness, respiratory depression, coma, or death, that results from the consumption or use of an opioid or another substance with which an opioid was combined or that a reasonable person would believe to be an opioid-related overdose that requires medical assistance.

Any school personnel who have reason to believe that a student is having an opioid-related overdose must call 911.

Any person who administers an opioid antagonist to a student shall promptly notify the administration, who shall be responsible for promptly notifying the student's parent/guardian that an injection has been administered.

It shall be the responsibility of the District nurse to be sure that the supply of opioid antagonists is maintained at the appropriate level and they have not expired. The District nurse shall also be responsible for coordinating the training of District employees to administer the opioid antagonists and to maintain the list of employees authorized to administer the antagonists.

The District's training regarding, administration of, and the maintenance and storage of opioid antagonists shall be consistent with Policy 5330, AG 5330 and the Michigan Department of Education's medication administration guidelines, as amended.

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Administration of Opioid Antagonists Act

Book	Policy Manual
Section	Ready for Board
Title	Copy of STUDENT ACCIDENTS
Code	po5340
Status	
Adopted	June 22, 2015

**5340 - STUDENT ACCIDENTS**

The Board of Education believes that school personnel have certain responsibilities in case of accidents which occur in school. Said responsibilities extend to the administration of first aid by persons trained to do so, summoning of medical assistance, notification of administration personnel, notification of parents, and the filing of accident reports.

Employees should administer first aid within the limits of their knowledge of recommended practices. All employees should make an effort to increase their understanding of the proper steps to be taken in the event of an accident.

Beginning with the 2025-2026 school year, the Board shall develop a cardiac response plan. This plan will include utilizing employees to respond to sudden cardiac arrests or other life-threatening emergencies that may occur on school campuses during school hours or at school-sponsored events including, but not limited to, school-sponsored athletic events.

~~The Superintendent may provide for an in-service program on first aid and CPR procedures.~~

The administrator in charge must submit an accident report to the Superintendent on all accidents.

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Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - September 2024 Revised STUDENT CONDUCT
Code	po5500
Status	
Adopted	June 22, 2015

### **Revised Policy - Vol. 39, No. 1**

#### **5500 - STUDENT CONDUCT**

Respect for law and for those persons in authority shall be expected of all students. This includes conformity to school rules as well as general provisions of law regarding minors. Respect for the rights of others, consideration of their privileges, and cooperative citizenship shall also be expected of all members of the school community.

Respect for real and personal property; pride in one's work; achievement within the range of one's ability; and exemplary personal standards of courtesy, decency, and honesty should be maintained in the schools of this District.

#### **Academic Honesty**

The Board values honesty and expects integrity in the District's students. Violating academic honesty expectations erodes the trust between teachers and students as well as compromises the academic standing of other students. So that each student learns the skills being taught and is judged solely on their own merits, the Board prohibits any student from presenting someone else's work as their own, using artificial intelligence platforms in place of one's own work, providing unauthorized assistance to another student, and cheating in any manner.

All school work submitted for the purpose of meeting course requirements must be the individual student's original work or the original work of a group of students for group projects. It is prohibited for any student to unfairly advance their own academic performance or that of any other student. Likewise, no student may intentionally limit or impede the academic performance or intellectual pursuits of other students.

Academic dishonesty includes, but is not limited to:

- A. plagiarism (of ideas, work, research, speech, art, music, etc.);
- B. forgery of another's work;
- C. presenting the results that are the product of an artificial intelligence (AI) platform as one's own where the use of AI was not specifically allowed by the teacher as part of the assignment;
- D. downloading or copying information from other sources and presenting it as one's own;
- E. using language translation work of someone else or using technology when the expectation is doing one's own translation;
- F. copying another person's work;
- G. allowing another person to copy one's own work;
- H. stealing another person's work;
- I. doing another person's work for them;
- J. distributing copies of one's work for use by others;

- K. distributing copies of someone else's work for use by others for academic gain or advantage;
- L. intentionally accessing another's work for the purpose of presenting it as one's own for academic gain or advantage;
- M. distributing or receiving answers to assignments, quizzes, tests, assessments, etc.;
- N. distributing or receiving questions from quizzes, tests, assessments, etc.;
- O. ( ) \_\_\_\_\_ ;
- P. ( ) \_\_\_\_\_ .

## **[OPTIONAL LANGUAGE - ARTIFICIAL INTELLIGENCE/NATURAL LANGUAGE PROCESSING TOOLS]**

### **X ] Use of Artificial Intelligence/Natural Language Processing Tools For School Work**

~~In order to ensure the integrity of the educational process and to promote fair and equal opportunities for all students, except as outlined below, the use of Artificial Intelligence (AI) and Natural Language Processing (NLP) tools (collectively, "AI/NLP tools") is strictly prohibited for the completion of school work. The use of AI/NLP tools, without the express permission/consent of a teacher, undermines the learning and problem-solving skills that are essential to academic success and that the staff is tasked to develop in each student. Students are encouraged to develop their own knowledge, skills, and understanding of course material rather than relying solely on AI/NLP tools and they should ask their teachers when they have questions and/or need assistance. Unauthorized use of AI/NLP tools is considered a form of plagiarism and any student found using these tools without permission or in a prohibited manner will be disciplined in accordance with the Student Code of Conduct. (X ) (See Policy 7540.09 - Artificial Intelligence (AI)) [END OF OPTION]~~

Notwithstanding the preceding, students can use AI/NLP tools in the school setting if they receive prior permission/consent from their teacher, so long as they use the AI/NLP tools in an ethical and responsible manner. Teachers have the discretion to authorize students to use AI/NLP tools for the following uses:

- A. Research assistance: AI/NLP tools can be used to help students quickly and efficiently search for and find relevant information for their school projects and assignments.
- B. Data Analysis: AI/NLP tools can be used to help students to analyze, understand, and interpret large amounts of data, such as text documents or social media posts. This can be particularly useful for research projects or data analysis assignments – e.g., scientific experiments and marketing research.
- C. Language translation: AI/NLP tools can be used to translate texts or documents into different languages, which can be helpful for students who are learning a new language or for students who are studying texts written in a different language.
- D. Writing assistance: AI/NLP tools can provide grammar and spelling corrections, as well as suggest alternative word choices and sentence structure, to help students improve their writing skills.
- E. Accessibility: AI/NLP tools can be used to help students with disabilities access and understand written materials. For example, text-to-speech software can help students with specific learning disabilities or visual impairments to read texts and AI-powered translation tools can help students with hearing impairments understand spoken language.

### **[END OF OPTIONAL LANGUAGE - AI/NLP]**

Staff and Administration have the responsibility for monitoring students' work for compliance with this policy.

~~[ ] All teachers, beginning in the elementary grades, will educate students as to what constitutes academic dishonesty and what is acceptable and unacceptable behavior in District schools regarding academic integrity. ( ) Such education shall reference this Board policy. [END OF OPTION]~~

Students who violate this policy are subject to disciplinary consequences.

**X ]** Teachers are authorized, in consultation with their Principal, to apply appropriate consequences for violations of this policy. Disciplinary consequences for significant violations may include removal from the class with a failing grade, removal from student leadership positions, elimination of honors recognition, loss of membership in honor organizations, as well as other disciplinary consequences appropriate to the nature of the violation. **[END OF OPTION]**

Parents shall be contacted as soon as practicable to report any alleged acts of academic dishonesty by their child.

Repeated violations of this policy will result in additional disciplinary consequences in accordance with the Student Code of Conduct.

Student and/or parent appeals of disciplinary consequences resulting from violation of this policy may be made based on the appeals process documented in the student handbook.

The Superintendent shall establish procedures to carry out Board policy and philosophy, and shall hold all school personnel, students, and parents responsible for the conduct of students in schools, on school vehicles, and at school-related events.

Student conduct shall be governed by the rules and provisions of the Student Code of Conduct. This Code of Conduct shall be reviewed (X) annually ( ) periodically **[END OF OPTION]**.

~~[ ] A summary of this policy shall be included in the Student Handbook and the Employee Handbook.~~

#### Cross References

**po7540.03**

**po7540.04**

**po7540.09**

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Legal M.C.L. 380.1311, 380.1312

Cross References po7540.03 - STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY  
po7540.04 - STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY  
po7540.09 - ARTIFICIAL INTELLIGENCE ("AI")

Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - EDGAR UGG - September 2024 Revised GRANT FUNDS
Code	po6110
Status	
Adopted	June 22, 2015
Last Revised	June 13, 2022

### **Revised Policy - Vol. 39, No. 1 - EDGAR/UGG Revisions**

#### **6110 - GRANT FUNDS**

It is the objective of the Board of Education to provide equal educational opportunities for all students within the District. Government agencies, as well as foundations, businesses, and individuals, periodically offer both human and material resources to the District that would benefit students and the educational program. Therefore, it is the intent of the Board to consider grant proposals and applications for their potential to enhance educational opportunities, the educational environment, and the physical and mental growth for each student.

The Superintendent shall review new Federal education legislation and prepare proposals for programs the ~~Superintendents~~/he deems would be of aid to the students of this District. The Superintendent shall approve each such proposal prior to its submission, and the Board shall approve all grants resulting from such proposals.

The Board regards available Federal funds of aid to local school districts and communities as a public trust. The Board~~It~~ forbids the use of Federal monies for partisan political activities and for any use that would not be in accordance with Federal regulations and guidelines.

No Federal funds received by the District shall be used (1) to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; (2) to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; (3) to provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or (4) to operate a program of contraceptive distribution in schools.

#### **Grant Proposal Development**

- A. All grant proposals must support at least one (1) District goal or priority.
- B. For projects where grant funds will not cover the entire cost of project implementation, additional fund sources must be identified, documented, and approved during the internal review process.

#### **Grant Proposal Internal Review**

- A. Each grant proposal shall be reviewed and approved by the Superintendent prior to submission to the funding source.
- B. (x) The Superintendent shall present the proposals to the Board for approval when required by law.~~when required by law.~~

#### **Mandatory Disclosures**

The District must promptly disclose whenever they have credible evidence of a violation of Federal criminal law potentially affecting the Federal award including, but not limited to, any fraud, embezzlement, bribery, gratuity violations, identity theft, or sexual assault and exploitation, or a violation of the civil False Claims Act (2 C.F.R. 175.105) regarding the obligation to report credible information related to conduct prohibited by the Trafficking Victims Protection Act, 22 U.S.C. 7104c.

The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and the pass-through entity.

### **Whistleblower Protections**

An employee of the District may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information to the appropriate agency or individual that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract or grant. See Policy 1411/3211/4211 - Whistleblower Protection and Policy 8900 - Anti-Fraud.

### **Grant Administration**

- A. The administration of grants will adhere to all applicable Federal, State, local, and grantor rules and regulations, including the terms and conditions of the Federal awards, as well as District policies and administrative guidelines.
- B. The Superintendent is responsible for the efficient and effective administration of grant awards through the application of sound management practices.
- C. The Superintendent is responsible for administering grant funds in a manner consistent with underlying agreements, applicable statutes, regulations, and objectives, and the terms and conditions of the grant award.
- D. The District, in recognition of its unique combination of staff, facilities, and experience, shall employ internal controls, including the organizational and management strategies necessary to assure proper and efficient administration of grant awards.
- E. All Federal funds received by the District will be used in accordance with the applicable Federal law and regulations and the terms and conditions of the Federal award. The Superintendent shall require that each draw of Federal monies be aligned with the District's payment process (whether reimbursement, cash advance, or a combination). If funds are permitted to be drawn in advance, all draws will be as close as administratively feasible to the related program expenditures and that, when restricted, such monies are used to supplement programs and funding and not to supplant or replace existing programming or current funding.

Maintenance of Effort (MOE) and Maintenance of Equity (MOEquity) requirements of the Federal program will be met in accordance with the requirements of the specific funded program. The District shall maintain appropriate documentation and records to substantiate compliance or to justify allowable exceptions, exemptions, or waivers.

- F.  The Superintendent is authorized to sign related documents for grant administration, including documents required for submittal of grant proposals.
- G.  Employee positions established through the use of grant funding shall terminate if and when the related grant funding ceases.
- H.  Program reports including, but not limited to, audits, site visits, and final reports shall be submitted to the Superintendent for review and distribution to the Board and other appropriate parties.

### **Financial Management**

The financial management of grant funds shall be in compliance with all applicable Federal, State, local, and grantor rules, regulations, and assurances as well as District policies and administrative guidelines.

The District shall provide for the following:

- A. Identification of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number, year the Federal award was issued, and name of the Federal agency or pass-through entity. ~~in District accounts, of all grant awards received and expended and the programs under which they were received. For Federal programs and awards, identification shall include the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass through entity, as applicable.~~
- B. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements of the grant.

C. Effective control over and accountability for all funds, property, and assets. The District must safeguard all assets and ensure they are used solely for authorized purposes. Records that adequately identify the source and application of funds provided for Federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest and be supported by source documentation.

D. Effective control over, and accountability for, all funds, property, and other assets. The District must adequately safeguard all assets and assure that they are used solely for authorized purposes.

Further, the District must:

1. establish and maintain effective internal control over the Federal award that provides reasonable assurance that the District is managing the Federal award in compliance with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award;
2. comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award;
3. evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of the Federal award; and
4. take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings;
5. take reasonable measures to safeguard personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

E. Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal awarding agency or pass-through entity designates as sensitive or other information the District considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality. Comparison of expenditures with budget amounts for each Federal award.

F. Actual expenditures or outlays must be compared with budgeted amounts for each Federal award.

G. Recordkeeping and written procedures to the extent required by Federal, State, local, and grantor rules and regulations pertaining to the grant award and accountability including, but not limited to, the following areas:

1. cash management in accordance with 2 C.F.R. 200.305
2. allowability of costs in accordance with subpart E and the terms and conditions of the Federal award
3. conflict of interest
4. procurement
5. equipment management
6. conducting technical evaluations of proposals and selecting recipients
7. compensation and fringe benefits
8. travel

H. Disclosure of any potential conflict of interest and all mandatory violation disclosures potentially affecting the Federal award/grant to the Federal awarding agency or pass-through agency in accordance with applicable Federal policy.

I. Insurance coverage for real property and equipment, if applicable, equivalent to such property owned by the District.

### Audit Requirements

A single or program-specific audit (2 C.F.R. 200.514, 2 C.F.R. 200.507) is required for any year if the District expends \$1,000,000 or more in Federal awards during the District's fiscal year. When Federal awards expended are less than \$1,000,000, the District may be exempt from Federal audit requirements (2 C.F.R. 200.501) for that year. However, in all instances, the District's records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and the Government Accountability Office (GAO).

The District shall:

- A. arrange for the audit required in accordance with 2 C.F.R. 200.509 and make sure that the audit is properly performed and submitted in accordance with 2 C.F.R. 200.512;
- B. prepare financial statements including the schedule of expenditures of Federal awards in accordance with 2 C.F.R. 200.510;
- C. promptly follow up and take corrective action on audit findings, including preparing a summary schedule of prior audit findings and a corrective action plan (2 C.F.R. 200.511); and
- D. provide the auditor access to personnel, accounts, books, records, supporting documentation, and any other information needed for the auditor to perform the audit.

### Certifications and Records Retention

Financial reports must include a certification, signed by an official who is authorized to legally bind the District. The certification should state:

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to, violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812"

Each certification must be maintained pursuant to the requirements of 2 C.F.R. 200.334. The District shall retain all Federal award records for three (3) years from the date of submission of the final financial report.

### Program Income

Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the Federal award during the grant's period of performance.

It includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. Additionally, taxes, special assessments, levies, fines, and similar other such revenues raised by a recipient are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income. Finally, proceeds from the sale of real property, equipment, or supplies are not program income. Finally, license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under the Federal award subject to 37 C.F.R. Part 401 are not program income.

Unless it has received prior approval to use a different method or the terms and conditions of the grant authorize a different method, the District uses the deduction method of accounting for program income. Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the Federal awarding agency or pass-through entity.

2 C.F.R. 200.56, 200.71, 200.77, 200.80, 200.112, 200.302, 200.307

2 C.F.R. 200.309, 200.310, 200.313, 200.318-.320, 200.343(b)&(e)

2 C.F.R. 200.501-511

20 U.S.C. 7906

34 C.F.R. 75.707, 76.563, 76.565, 76.707

Compliance Supplement for Single Audits of State and Local Governments

Legal 2 C.F.R. 200.56, 200.71, 200.77, 200.80, 200.112, 200.302, 200.307

2 C.F.R. 200.309, 200.310, 200.313, 200.318-.320, 200.343(b)&(e)

2 C.F.R. 200.501-511

20 U.S.C. 7906

34 C.F.R. 75.707, 76.563, 76.565, 76.707

Compliance Supplement for Single Audits of State and Local Governments

Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - EDGAR UGG - September 2024 Revised INTERNAL CONTROLS
Code	po6111
Status	
Adopted	December 14, 2015
Last Revised	July 11, 2016

### **Revised Policy - Vol. 39, No. 1 - EDGAR/UGG Revisions**

#### **6111 - INTERNAL CONTROLS**

The Superintendent shall establish, document, and maintain effective internal control over financial grants and awards that provide reasonable assurance that the program and funds are managed in compliance with the U.S. Constitution, applicable statutes, regulations, and the terms and conditions of the awards. The District will have a process that provides reasonable assurance regarding the achievement of the following objectives:

- A. effectiveness and efficiency of operations;
- B. reliability of reporting for internal and external use; and
- C. compliance with applicable laws and regulations.

These internal controls should comply with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control-Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The internal controls must provide reasonable assurance that transactions are properly recorded and accounted for in order to permit the preparation of reliable financial statements and Federal reports; maintain accountability over assets; and demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. The internal controls must also provide reasonable assurance that these transactions are executed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal award, as well as any other Federal statutes and regulations that are identified in the Compliance Supplement. Finally, the District's internal controls must provide reasonable assurance that all Federal funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

The District shall:

- A. comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award;
- B. evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of the award;
- C. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- D. take reasonable cybersecurity and other measures to safeguard protected information including protected "personally identifiable information" (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the District considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality "personally identifiable information" ("PII") and other information the awarding agency or pass-through entity designates as sensitive or the District considers sensitive consistent with applicable Federal, state, local, and tribal laws and District policies regarding privacy and obligations of confidentiality.

PII is defined at 2 C.F.R. ~~200.1~~200.79 as "information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual."

However, the definition of PII is not ~~attached~~anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified.

Suggested resources:

- A. "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States;
- B. "Internal Control Integrated Framework" (commonly referred to as the Green Book) issued by the Committee of Sponsoring Organizations of the Treadway Commission;
- C. "Compliance Supplement" issued by the U.S. Office of Management and Budget; and
- D. Internal control guidance issued by the U.S. Department of Education.

~~2 C.F.R. 200.1~~

~~2 C.F.R. 200.61-62~~

~~2 C.F.R. 200.79~~

2 C.F.R. 200.303

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Legal	2 C.F.R. 200.1
	2 C.F.R. 200.62
	2 C.F.R. 200.303

Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - EDGAR UGG - September 2024 Revised CASH MANAGEMENT OF GRANTS
Code	po6112
Status	
Adopted	July 11, 2016

### **Revised Policy - Vol. 39, No. 1 - EDGAR/UGG Revisions**

#### **6112 - CASH MANAGEMENT OF GRANTS**

In order to provide reasonable assurance that all assets, including Federal, State, and local funds, are safeguarded against waste, loss, unauthorized use, or misappropriation, the Superintendent shall implement internal controls in the area of cash management.

The District's payment methods shall minimize the time elapsing between the transfer of funds from the ~~Federal agency~~United States Treasury or the Michigan Department of Education (MDE) (pass-through entity) and disbursement by the District, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means.

The District shall use forms and procedures required by the grantor agency or pass-through entity to request payment. The District shall request grant ~~fund~~funds payments in accordance with the provisions of the grant. Additionally, the District's financial management systems shall meet the standards for fund control and accountability as established by the awarding agency.

The Superintendent is authorized to submit ~~payment requests as often as necessary when electronic fund transfers are used or at least monthly when electronic transfers are not used. See requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as deemed appropriate when electronic transfers are used, in accordance with the provisions of~~ the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

When the District uses a cash advance payment method, the following standards shall apply:

- A. The timing and amount of the advance payment requested ~~must~~will be as close as is administratively feasible to the actual disbursement ~~by the District~~ for direct program or project costs and the proportionate share of any allowable indirect costs.
- B. The District shall make timely ~~payments~~payment to contractors in accordance with contract provisions.
- C. ~~Whenever possible, advance payment requests by the District must be consolidated to cover anticipated cash needs for all Federal awards received by the recipient from the awarding Federal agency or MDE.~~
- D. ~~If~~To the extent available, the District shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on ~~Federal~~such funds before requesting additional cash payments. **[DRAFTING NOTE: It is generally recommended that the District request that program income be added to their total award, but separating program income out and then noting how to address these applicable credits.]**
- E. The District shall account for the receipt, obligation, and expenditure of funds.
- F. Advance payments will be deposited and maintained in insured accounts whenever possible.
- G. Advance payments will be maintained in interest-bearing accounts unless the following apply:

1. The District receives less than \$250,000~~120,000~~ in Federal funding awards per year.
2. The best ~~reasonably~~ available interest-bearing account would not ~~reasonably~~ be expected to earn interest in excess of \$500 per year on Federal cash balances.
3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
4. A foreign government or banking system prohibits or precludes interest-bearing accounts.
5. An interest-bearing account is not readily accessible (for example, due to public or political unrest in a foreign country).

H. Pursuant to Federal law and regulations, the District may retain interest earned in an amount up to \$500 per year for administrative costs. Any additional interest earned on Federal funds must be returned~~advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System ("PMS") through an electronic medium using either the Automated Clearing House ("ACH") network or a Fedwire Funds Service payment. Remittances shall include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number ("PAN") if the payment originated from PMS, or Agency information if the payment originated from Automated Standard Application for Payment ("ASAP"), National Science Foundation ("NSF"), or another Federal agency payment system.~~

- I. All interest in excess of \$500 per year must be returned to PMS regardless of whether the District was paid through PMS. Instructions for returning interest can be found at <https://pms.psc.gov/grant-recipients/returning-funds-interest.html>.
- J. All other Federal funds must be returned to the payment system of the Federal agency. Returns should follow the instructions provided by the Federal agency. All returns to PMS should follow the instructions provided at <https://pms.psc.gov/grant-recipients/returning-funds-interest.html>.

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Legal

2 C.F.R. 200.305

Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - EDGAR UGG - September 2024 Revised COST PRINCIPLES - SPENDING FEDERAL FUNDS
Code	po6114
Status	
Adopted	July 11, 2016
Last Revised	June 13, 2022

### **Revised Policy - Vol. 39, No. 1 - EDGAR/UGG Revisions**

#### **6114 - COST PRINCIPLES - SPENDING FEDERAL FUNDS**

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State, and local laws, the associated agreements/assurances, program objectives, and the specific terms and conditions of the grant award.

#### **Cost Principles**

A cost is reasonable if it does not exceed an amount that a prudent person would incur under the circumstances prevailing when the decision was made to incur the cost. Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

- A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

To determine whether a cost is reasonable, consideration shall be given to:

1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal, and other laws and regulations;
3. market prices for comparable costs goods or services for the geographic area;
4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the District, its employees, its students or membership (if applicable), the public at large, and the Federal Government; and
5. the degree to which the cost represents a deviation from the Board of Education's established written policies and procedures for incurring costs whether the cost represents any significant deviation from the established practices or Board of Education policy which may unjustifiably increase the expense.

While Federal regulations do not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to whether:

1. the cost is needed for the proper and efficient performance of the grant program;

2. the cost is identified in the approved budget or application;
3. there is an educational benefit associated with the cost;
4. the cost aligns with identified needs based on results and findings from a needs assessment;
5. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the ~~cost is goods or services involved are chargeable or assignable to that the~~ Federal award in accordance with the relative benefit received. This standard is met if the cost: is incurred specifically for the Federal award; benefits both the Federal award and other work of the District and can be distributed in proportions that may be approximated using reasonable methods; ~~or and~~ is necessary to the overall operation of the District and is assignable ~~in part~~ to the Federal award in accordance with ~~these~~ cost principles mentioned here.

- B. Conform to any limitations or exclusions set forth in the cost principles in 2 C.F.R. Part 200 or in the terms and conditions of the Federal award, including prohibitions regarding costs incurred for telecommunications and video surveillance services or equipment ~~or as a substantial or essential component of any system or as critical technology as part of any system. Such prohibition also applies to funds generated as program income, indirect cost recoveries, or to satisfy cost share requirements.~~
- C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District.
- D. Be accorded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award as an indirect cost under another award.
- E. Be determined in accordance with generally accepted accounting principles.
- F. Be representative of actual cost, net of all applicable credits or offsets.

The term "applicable credits" refers to those ~~transactions that offset or reduce direct or indirect costs, receipts or reductions of expenditures that operate to offset or reduce expense items~~ allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; ~~insurance refunds or rebates~~; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the ~~District~~ State relating to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

- G. Be not included as a match or cost-share requirements of any other Federally-financed program in either the current or a prior period, unless the specific Federal program authorizes Federal costs to be treated as such.
- H. Be adequately documented:
  1. in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant-funded programs to assure that only permissible personnel expenses are allocated;
  2. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

- I. ~~Administrative closeout costs may be incurred until the due date of the final report(s). If incurred, these costs must be liquidated prior to the due date of the final report(s) and charged to the final budget period of the award unless otherwise specified by the Federal agency.~~

~~All other costs must be~~ incurred during the approved budget period. ~~At its discretion, the Federal agency is authorized to waive prior written approvals to carry forward unobligated balances to subsequent budget periods.~~

The budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to ~~incur financial obligations, carry out authorized work and expend~~ the funds awarded, including any funds carried forward or other revisions pursuant to 2 C.F.R. 200.308~~the law~~. Prior written approval from the Federal ~~awarding~~ agency or State pass-through entity may be required to carry forward unobligated balances to subsequent budget periods unless waived.

## Selected Items of Cost

The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District, and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.

The following rules of allowability must apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are ~~allowable~~unallowable as direct charges, but only ~~except~~ with the prior written approval of the Federal ~~awarding~~ agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of ~~\$10,000~~5,000 or more have the prior written approval of the Federal ~~awarding~~ agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment ~~which~~that materially increase their value or useful life are ~~allowable~~unallowable as a direct cost but only ~~except~~ with the prior written approval of the Federal ~~awarding~~ agency or pass-through entity.
- D. All Federally-funded contracts in excess of \$2,000 related to construction, alterations, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.
- E. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 C.F.R. 200.436 and 2 C.F.R. 200.465.
- F. When approved as a direct cost by the Federal ~~awarding~~ agency or pass-through entity under Sections A-C, capital expenditures will be charged in the period in which the expenditure is incurred or as otherwise determined appropriate and negotiated with the Federal ~~awarding~~ agency.
- G. The District may claim the unamortized portion of any equipment written off as a result of a change in capitalization levels by continuing to claim the otherwise allowable depreciation on the equipment, or by amortizing the amount to be written off over a period of years negotiated with the cognizant agency for indirect cost.
- H. If the District is instructed by the Federal ~~awarding~~ agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.
- I. Equipment and other capital expenditures are unallowable as indirect costs.

Statutory requirements may limit the allowability of costs. Any costs that exceed the maximum amount allowed by statute may not be charged to the Federal award. Only the amount allowable by statute may be charged to the Federal award.

Payments made for costs determined to be unallowable by the Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded (with interest) to the Federal Government.

## Prior Written Approval

To avoid subsequent disallowance or dispute based on unreasonableness or nonallocability, the District may seek the prior written approval of the Federal agency (or, for indirect costs, the cognizant agency for indirect costs) before incurring the cost. The absence of prior written approval on any element of cost will not, in itself, affect the reasonableness or allocability of that cost unless prior approval is specifically required for allowability.

## Cost Compliance

The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs, but may not be double charged or inconsistently charged as both.

## Determining Whether a Cost is Direct or Indirect:

The association of costs with a Federal award (rather than the nature of the procurement transaction) determines whether costs are direct or indirect. Costs incurred for the same purpose in like circumstances must be treated consistently as direct or indirect.

A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; program evaluation costs or other institutional service operations; and infrastructure costs directly attributable to the program (such as long-distance telephone calls specific to the program, etc.). Direct costs may also include capital expenditures if approved by the Federal ~~awarding~~ agency or pass-through entity, as well as capital expenditures for special purpose equipment with a unit cost of less than \$10,000~~5,000~~.

If a cost benefits two (2) or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit.

B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one (1) cost objective and not readily assignable to the cost objectives specifically benefitting without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement, not supplant, provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a project or activity.
2. Individuals involved can be specifically identified with the project or activity.
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal ~~awarding~~ agency.
4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the Michigan Department of Education (MDE) or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).

~~Equipment and other capital expenditures are unallowable as indirect costs.~~

### **Timely Obligation of Funds**

Financial obligations are orders placed for property and services, contracts and subawards made, and similar transactions that require payment ~~under a Federal award that will result in expenditures by a recipient or subrecipient under a Federal award. This term is used when referencing a recipient's or subrecipient's use of funds under a Federal award.~~

The following list illustrates when funds are determined to be obligated under the U.S. Department of Education ("USDOE") regulations:

If the obligation is for:

- A. Acquisition of property - on the date which the District makes a binding written commitment to acquire the property.
- B. Personal services by an employee of the District - when the services are performed.
- C. Personal services by a contractor who is not an employee of the District - on the date which the District makes a binding written commitment to obtain the services.
- D. Performance of work other than personal services - on the date when the District makes a binding written commitment to obtain the work.
- E. Public utility services - when the District receives the services.
- F. Travel - when the travel is taken.
- G. Rental of property - when the District uses the property.
- H. A pre-agreement cost that was properly approved by the Secretary (USDOE) under the cost principles in 2 C.F.R. Part 200, Subpart E - Cost Principles - on the first day of the project period.

### **Period of Performance**

All financial obligations must occur during the period of performance. ~~Period of performance means the time interval between the start and end date of a Federal award, which may include one (1) or more budget periods. Identification of the period of performance shall be specific to the Federal award and consistent with 2 C.F.R. 200.211 and does not commit the Federal agency to fund the award beyond the currently approved budget period.~~ ~~Period of performance means the total estimated time interval between the start of an initial Federal award when the District is permitted to carry out the work authorized by the grant and the planned end date. The period of performance may include one (1) or more funded portions or budget periods.~~ The period of performance is dictated by statute and will be indicated in the grant award notification ("GAN"). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN. ~~Note, however, that certain Federal awards have specific requirements that restrict the use of funds beyond the initial period of performance.~~

In the case of a State-administered grant, financial obligations under a grant may not be made until the application is approved or is in substantially approvable form, whichever is later. In the case of a direct grant, a grantee may use grant funds only for obligations it makes during the grant period unless an agreement exists with the ~~awarding~~ agency or the pass-through entity (e.g., MDE) to reimburse for pre-approval expenses.

If a Federal ~~awarding~~ agency or pass-through entity approves an extension, or if the District extends under C.F.R. 200.308(e)(2), the Period of Performance will be amended to end at the completion of the extension. If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. If a renewal is issued, a distinct Period of Performance will begin.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all financial obligations incurred under the award not later than ninety (90) calendar days after the ~~conclusion of the period of performance of the award (or an earlier date as agreed upon by MDE and the District) end of the funding period unless an extension is authorized.~~ Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the ~~awarding~~ agency. Consequently, the District shall closely monitor grant spending throughout the grant cycle.

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Legal	2 C.F.R. 200.216, 200.344(b), 200.403-.407, 200.413(a)-(c), 200.430(a), 200.431(a), 200.439(b)(2), 200.458 2 C.F.R. 200.474(b) 34 C.F.R. 76.707-.708(a), 75.703
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Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - EDGAR UGG - September 2024 Revised PROCUREMENT - FEDERAL GRANTS/FUNDS
Code	po6325
Status	
Adopted	July 11, 2016
Last Revised	June 10, 2024

### **Revised Policy - Vol. 39, No. 1 - EDGAR/UGG Revisions**

#### **6325 - PROCUREMENT – FEDERAL GRANTS/FUNDS**

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

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

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

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

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

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

#### **Competition**

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

Examples of situations that may restrict competition include, but are not limited to Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms ~~in order~~ for them to qualify to do business;
- B. unnecessary experience and excessive bonding requirements;
- C. noncompetitive pricing practices between firms or between affiliated companies;
- D. noncompetitive contracts to consultants that are on retainer contracts;
- E. organizational conflicts of interest;
- F. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- G. any arbitrary action in the procurement process.

~~Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless 1) an applicable Federal statute expressly mandates or encourages a geographic preference; or 2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.~~

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

**[DRAFTING NOTE: The District shall allow vendors not on the pre-qualified list to apply for placement on the list periodically. The District may determine how frequently the pre-qualified list becomes open for new vendors or whether it is open continuously.]**

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

~~To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and 2 C.F.R. Revisions 2024: Unofficial Comparison Version assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.~~

### **Solicitation Language (Purchasing Procedures)**

The District shall have written procurement procedures ~~(in accordance with 2 C.F.R. 200.319(d))~~ that require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the ~~property, equipment, or service being procured~~~~material, product, or service to be procured~~. ~~Such description shall not, in competitive procurements, contain features which unduly restrict competition.~~ The description may include a statement of the qualitative nature of the ~~property, equipment, material and/or product~~ or service to be procured. ~~When necessary, the description must and, when necessary, shall set forth those minimum essential characteristics and standards to which the property, equipment, or service shall conform~~~~shall conform if it is to satisfy its intended use.~~ Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to ~~clearly and accurately describe~~~~make a clear and accurate description~~ of the technical requirements, a "brand name or equivalent" description of features to provide procurement requirements may be used. The specific features of the named brand must be clearly stated and the District must identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals~~may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.~~

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

## Procurement Methods

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

### A. Informal Procurement Methods

Informal procurement methods for small purchases expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction ~~When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are not required. The informal procurement methods~~ District may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the simplified acquisition threshold include:

#### 1. Micro-Purchases

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

#### 2. Small Purchases

Small purchases include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold of \$ ~~the State of Michigan statute~~ the State of Michigan statute. Small purchase procedures require that price or rate quotations shall be obtained from **[CHOOSE AN OPTION] ( ) [ENTER AMOUNT; SEE DRAFTING NOTE] (x)** an adequate number of **[END OF OPTION]** qualified sources. **[DRAFTING NOTE: 1. The competitive threshold for the 2023-24 fiscal year is \$29572, effective October 23, 2023** ~~2021-22 year is \$26,046, effective October 7, 2021. 2. Unless the pass-through entity or State law defines the number of quotes required, the District may define in policy how many quotations are adequate. The number must be greater than one (1).]~~

Districts are responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures which must not exceed the threshold established in the Federal Acquisition Regulations (FAR). When applicable, a lower simplified acquisition threshold used by the ~~District~~ non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

### B. Formal Procurement Methods

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

#### 1. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to more than the amount allowed by Michigan statute and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed the amount allowed by Michigan statute. **[DRAFTING NOTE: The fiscal year 2023-2024 2021-22 base pertaining to construction, renovation, repair, or remodeling and the base pertaining to procurement of supplies, materials, and equipment is \$29,572, effective October 23, 2023** ~~\$26,046, effective October 7, 2021.]~~

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

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

When sealed bids are used, the following requirements apply:

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

## 2. Proposals

Procurement by proposals is a method in which either a fixed-price or cost-reimbursement type contract is awarded. ~~This method is~~ ~~Proposals are generally~~ used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method. **[DRAFTING NOTE: Like sealed bids, Federal law does not require a competitive proposal unless the procurement is for over \$250,000. The State/District may set a lower threshold for sealed bids and competitive proposals. Michigan law stipulates a threshold for which sealed bids are required. The competitive threshold for the 2023-24 fiscal year is \$29,572 effective October 23, 2023 ~~2021-22 year is \$26,046, effective October 7, 2021. (See Policy 6320.)]~~**

If this method is used, the following requirements apply:

- a. Requests for proposals ~~require public notice, and must~~ ~~shall be publicized and identify all evaluation factors and their relative importance. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered~~ ~~Any response to the publicized requests for proposals shall be considered to the maximum extent practicable.~~
- b. Proposals shall be solicited from **[CHOOSE OPTION] ( )** **[ENTER AMOUNT] (x)** an adequate number of **[END OF OPTION]** sources.
- c. The District ~~must have written procedures~~ ~~shall use its written method~~ for conducting technical evaluations ~~and for making selections of the proposals received and for selecting recipients.~~
- d. Contracts ~~must~~ ~~shall~~ be awarded to the responsible ~~offer~~ ~~or firm~~ whose proposal is most advantageous to the ~~District~~ ~~considering price and other factors~~ ~~program, with price and other factors considered.~~

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

### 3. Noncompetitive Procurement

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one (1) source and may be used only when one (1) or more of the following circumstances apply:

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

### Domestic Preference for Procurement

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

### Procurement of Recovered Materials

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

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

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

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

### Contract/Price Analysis

The District shall perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the Simplified Acquisition Threshold (currently \$250,000). The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the District should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the District must make independent estimates before receiving bids or proposals in connection with every procurement action in excess of \$250,000, including contract modifications. A cost analysis generally means evaluating the

separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements. The District must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the District according to cost principle requirements. The method and degree of analysis are dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

### Time and Materials Contracts

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

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

### Suspension and Debarment

The District will award contracts only to responsible contractors that possess possessing the ability to perform successfully under the terms and conditions of the proposed contract procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as 1) contractor integrity; 2) compliance with public policy; 3) compliance; 4) proper classification of employees; 5) record of past performance; and 6) financial and technical resources.

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

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

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

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

### Bid Protest

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

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

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

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

### **Maintenance of Procurement Records**

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

#### **Records Retention**

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

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

2 C.F.R. 200.317-.326; Appendix II to Part 200

2 C.F.R. 200.334 - 200.336

2 C.F.R. 200.520

#### **[Cross Reference: po6350]**

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

2 C.F.R. 200.334 - 200.336

2 C.F.R. 200.520

Cross References po6350 - PREVAILING WAGE

Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - EDGAR UGG - September 2024 Revised TRAVEL PAYMENT & REIMBURSEMENT
Code	po6550
Status	
Adopted	June 22, 2015
Last Revised	July 11, 2016

### **Revised Policy - Vol. 39, No. 1 - EDGAR/UGG Revisions**

**[DRAFTING NOTE: Travel charges must be consistent with the District's established written policies. The District must allow costs for "above and beyond regular dependent care" if consistent with established written policy for all travel.]**

#### **6550 - TRAVEL PAYMENT & REIMBURSEMENT**

Travel expenses incurred for official business travel on behalf of the Board of Education shall be limited to those expenses reasonably and necessarily incurred by the employee in the performance of a public purpose authorized, in advance, in accordance with administrative guidelines. **Travel costs may include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the District.**

Payment and reimbursement rates for per diem meals, lodging, and mileage shall be approved by the Board annually. The Board shall establish mileage rates (x) in accordance with ( ) not exceeding **[END OF OPTION]** the Federal IRS prescribed mileage rate.

Employees are expected to exercise the same care incurring travel expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Unauthorized costs and additional expenses incurred for personal preference or convenience will not be reimbursed.

Unauthorized expenses include but are not limited to alcohol, movies, fines for traffic violations, and the entertainment/meals/lodging of spouses or guests.

**x** ] Commercial airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would (1) require circuitous routing; (2) require travel during unreasonable hours; (3) excessively prolong travel; (4) result in additional costs that would offset the transportation savings; or (5) offer accommodations not reasonably adequate for the traveler's medical needs. Instances of commercial airfare cost in excess of the basic least expensive unrestricted accommodations class must be justified and documented on a case-by-case basis.

Travel payment and reimbursement provided from Federal funds must be authorized in advance and must be reasonable and consistent with the District's travel policy and administrative guidelines. For travel paid for with Federal funds, the travel authorization must include documentation that demonstrates that (1) the participation in the event by the individual traveling is necessary to the Federal award; and (2) the costs are reasonable and consistent with the District's travel policy.

All travel shall comply with the travel procedures and rates established in the administrative guidelines. All costs incurred with Federal funds must meet the cost allowability standards within Board Policy 6114.

To the extent that the District's policy does not establish the allowability of a particular type of travel cost, the rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his/her designee), must apply to travel under Federal awards.

Legal

2 C.F.R. 200.474

Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - EDGAR UGG - September 2024 Revised DISPOSITION OF SURPLUS PROPERTY
Code	po7310
Status	
Adopted	June 22, 2015
Last Revised	July 11, 2016

### **Revised Policy - Vol. 39, No. 1 - EDGAR/UGG Revisions**

#### **7310 - DISPOSITION OF SURPLUS PROPERTY**

The Board of Education requires the Superintendent to review the property of the District periodically and to dispose of that material and equipment which is no longer usable in accordance with the terms of this policy.

##### **A. Instructional Material**

The District shall review instructional materials (i.e. textbooks, library books, manuals, support materials, etc.) periodically to determine the relevance of such materials to the present world and current instructional programs. The following criteria will be used to review instructional materials for redistribution and possible disposal:

1. concepts or content that do not support the current goals of the curriculum
2. information that may not be current
3. worn beyond salvage

##### **B. Equipment**

**[DRAFTING NOTE: Pursuant to 2 C.F.R. 200, the following definition regarding equipment being tangible personal property should be added to the County policy. See also Policy 7450 - Property Inventory to provide for a consistent threshold for such expenditures.]**

For purposes of this policy, equipment shall mean tangible personal property (including information technology systems), a unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles which retains its shape and appearance with use, is nonexpendable, having a useful life of more than one (1) year, and a per-unit cost that equals or exceeds \$ 5000  to replace  as a single unit **[END OF OPTION]** and does not lose its identity when incorporated into a more complex unit.

The District shall inspect the equipment used in the instructional program periodically, to determine the condition and usability of such equipment in the current educational program. Should the equipment be deemed no longer serviceable or usable, the following criteria will be used to determine possible disposal:

1. repair parts for the equipment no longer readily available
2. repair records indicate the equipment has no usable life remaining
3. obsolete and no longer contributing to the educational program
4. some potential for sale at a school auction
5. creates a safety or environmental hazard

### C. Disposition

The Superintendent is authorized to dispose of obsolete instructional and other property by selling, it to the highest bidder, by donation to appropriate parties, or by proper waste removal in compliance with 2 C.F.R. 200.313(e) and 200.314.

When there is a residual inventory of unused supplies exceeding \$10,000 in aggregate value at the end of the period of performance, and the supplies are not needed for any other Federal award, the District may retain or sell the unused supplies. Unused supplies means supplies that are in new condition, not having been used or opened before. The aggregate value of unused supplies consists of all supply types, not just like-item supplies. The Federal agency or pass-through entity may be entitled to compensation in an amount prescribed in 2 C.F.R. 200.314.

Disposal of surplus property purchased with Federal funds shall be disposed of in accordance with Federal guidelines.

When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, the District shall request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award.

Disposition of the equipment will be made in accordance with disposition instructions of the Federal awarding agency.

~~Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.~~

Except as provided in §200.313~~200.312~~ Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per unit fair-market value in excess of \$10,000~~5,000~~ (per unit) may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$1,000~~500~~ or ten percent (10%) of the proceeds, whichever is less, to cover expenses associated with the selling and handling of the equipment for its selling and handling expenses.

The District may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the District shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

When included in the terms and conditions of the Federal award, the Federal agency may permit the District to retain equipment, or authorize MDE to permit the District to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

#### **[CROSS REFERENCE: po7450]**

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Legal 2 C.F.R. 200.312, 200.313

Cross References po7450 - PROPERTY INVENTORY

Book	Policy Manual
Section	Ready for Board
Title	Copy of SMALL UNMANNED AIRCRAFT SYSTEMS
Code	po7440.03
Status	
Adopted	December 19, 2019
Last Revised	November 14, 2022

#### **7440.03 - SMALL UNMANNED AIRCRAFT SYSTEMS**

~~The Board of Education prohibits the operation of small Unmanned Aircraft Systems (sUAS), commonly known as drones, at any time on property owned or leased or contracted for by the Board by any individual, whether the individual is employed by the District or not.~~

**The Board prohibits the operation of small Unmanned Aircraft Systems (sUAS) at any time by any individual who is not employed by the District, as well as by any District staff member or administrator who is not expressly authorized to do so by the Superintendent, on property owned, leased, or contracted for by the Board.**

The Board also prohibits the operation of an sUAS (drone) on property owned or leased or contracted for by the Board during District-sponsored contests (including scrimmages and previews), practices, tournaments, and activities under the auspices of the Michigan High School Athletic Association (MHSAA). District officials may deny admission or entry to anyone attempting to use an sUAS until the event has been completed. Any exceptions to this prohibition must be approved in advance by the Superintendent.

**To be authorized to operate a drone on property owned, leased, or contracted for by the Board, a staff member or administrator must have a Remote Pilot Certificate issued by the Federal Aviation Administration (FAA). Further, the drone must be registered with the FAA and properly marked in accordance with 14 C.F.R. Part 107.**

**A staff member or administrator authorized to operate a drone on property owned, leased, or contracted for by the Board, must also comply with all rules set forth in 14 C.F.R. Part 107. (See AG 7440.03 \_\_\_\_\_)**

**Failure to adhere by all rules set forth in 14 C.F.R. Part 107 and AG 7440.03 \_\_\_\_\_ may result in loss of authorization to operate a drone on property owned, leased, or contracted for by the Board, referral to local law enforcement, and/or further disciplinary action, up to and including termination.**

Any individual who violates this policy may be referred to local law enforcement.

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Legal	14 C.F.R. Part 107
	86 FR 4314

Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - EDGAR UGG - September 2024 Revised PROPERTY INVENTORY
Code	po7450
Status	
Adopted	June 22, 2015
Last Revised	December 13, 2021

### **Revised Policy - Vol. 39, No. 1 - EDGAR/UGG Revisions**

#### **7450 - PROPERTY INVENTORY**

As steward of this District's property, the Board of Education recognizes that efficient management and full replacement upon loss requires accurate inventory and properly maintained property records.

The Board shall

maintain a continuous inventory

of all District-owned equipment

annually.

For purposes of this policy, "equipment" shall mean tangible personal property (including information technology systems), a unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles which retains its shape and appearance with use, is nonexpendable, having a useful life of more than one (1) year, and a per-unit cost that equals or exceeds at least \$ 5000 **[DRAFTING NOTE: See also Policy 7310 - Disposition of Surplus Property to provide for a consistent threshold for such expenditures.]**

and does not lose its identity when incorporated into a more complex unit. When defining supplies for inventory purposes, no items will be counted whose total value is less than \$ 10,000.00 **[DRAFTING NOTE: The Federal threshold (2 C.F.R. 200.439) for a supply designation is \$ 10,000.00 regardless of length of useful life, however, the District may set an early acquisition cost level for designation as supply. Capital expenditures with a unit cost of \$ 10,000.00 or more require prior written approval of the Federal awarding agency or pass-through entity.]**

It shall be the duty of the  Superintendent  Business Manager  Assistant Superintendent of Finance **[END OF OPTIONS]** to ensure that inventories are recorded systematically and accurately and property records of equipment are updated and adjusted annually by reference to purchase orders and withdrawal reports.

Major items of equipment shall be subject to annual spot check inventory to determine loss, mislocation, or depreciation; any major loss shall be reported to the Board.

Property records of consumable supplies shall be maintained on a continuous inventory basis.

The Assistant Superintendent of Finance shall maintain a system of property records which shall show, as appropriate to the item recorded, the:

A.  description and identification (serial number or other identification number);

B.  manufacturer;

- C. (x) year of purchase;
- D. ( ) initial cost;
- E. ( ) location;
- F. ( ) condition and depreciation;
- G. ( ) evaluation in conformity with insurance requirements.

The District is responsible for maintaining and updating property records when there is a change in the status of the property.

Equipment acquired in whole or in part under a Federal award will vest upon acquisition to the District, subject to the following conditions:

- A. The equipment shall be used for the authorized purposes of the award project during the period of performance or until the equipment is no longer needed for the purposes of the project.
- B. While the equipment is being used for the originally-authorized purpose, the District (or subrecipient) must not dispose of or encumber its title or other interests without the approval of the Federal agency or pass-through entity. The equipment shall not be encumbered without the approval of the Federal awarding agency or the pass-through entity.
- C. The equipment may only be used and disposed of in accordance with the provisions of the Federal awarding agency or the pass-through entity and Policy 7300 - Disposition of Real/Personal Property and Policy 7310 - Disposition of Surplus Property (x), and AG 7310 - Disposal of District Property.
- D. The District must use equipment for the project or program for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the Federal award. The District must not encumber the equipment without prior approval of the Federal agency or pass-through entity.
- E. When no longer needed for the original project or program, the equipment may be used in other activities in the following order of priority:
  1. Activities under other Federal awards from the Federal agency that funded the original program or project; then
  2. Activities under Federal awards from other Federal agencies. These activities include consolidated equipment for information technology systems.
- F. During the time that equipment is used on the project or program for which it was acquired, the District must also make the equipment available for use on other programs or projects supported by the Federal Government, provided that such use will not interfere with the purpose for which it was originally acquired. First preference for other use of the equipment must be given to other programs or projects supported by the Federal agency that financed the equipment. Second preference must be given to programs or projects under Federal awards from other Federal agencies. Use for non-Federally funded projects is also permissible, provided such use will not interfere with the purpose for which it was originally acquired. The District should consider charging user fees as appropriate. If the District does use equipment to earn program income, it must not charge a fee that is less than a private company would charge for similar services unless specifically authorized by Federal statute.
- G. When acquiring replacement equipment, the District may either trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment.
- H. Property records shall be maintained that include a description of the equipment, a serial number or other identification number, the source of funding for the equipment (including the Federal Award Identification Number (FAIN), title holder, acquisition date, cost of the property, entity, acquisition date, cost of the equipment, percentage of Federal agency contribution toward the original purchase, participation in the project costs for the award under which the equipment was acquired, the location, use, and condition of the property, equipment, and ultimate disposition data, including date of disposal and sale price of the property, equipment).
- I. A physical inventory of the property must be conducted and results reconciled with property records at least once every two (2) years.

J. A control system shall be ~~in place~~developed to provide ~~safeguards for preventing~~adequate safeguards to prevent loss, damage, or theft of the property. Any such loss, damage, or theft of the property must ~~be~~shall be investigated. The District must notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

K. ~~Regular~~Adequate maintenance procedures shall be implemented to keep the property in ~~proper working~~good condition.

L. Proper sales procedures shall be established to ensure the highest possible return, in the event the District is authorized or required to sell the equipment/property.

M. When ~~original or replacement~~ equipment acquired under a Federal award is no longer needed for the original project/program or for activities currently or previously supported by a Federal ~~awarding~~ agency, ~~and except as otherwise provided by Federal statutes, regulations, or Federal awarding agency disposition instructions,~~ the District shall request disposition instructions from the Federal ~~awarding~~ agency or pass-through entity if required by the terms and conditions of the Federal award. Disposition of the equipment shall be made in accordance with the provisions of C.F.R. 200.313.

**[CROSS REFERENCE: po7310]**

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Legal 2 C.F.R. 200.313

Cross References po7310 - DISPOSITION OF SURPLUS PROPERTY

Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - September 2024 New ARTIFICIAL INTELLIGENCE ("AI")
Code	po7540.09
Status	

**New Policy - Vol. 39, No. 1****7540.09 - ARTIFICIAL INTELLIGENCE ("AI")**

The Board of Education recognizes the positive impact that artificial intelligence ("AI") technology may have in the District's educational program and operations. The Superintendent is authorized to support the use of artificial intelligence technology when its use is consistent with the District's mission, goals, and operational integrity.

Any use of artificial intelligence technology in the District's educational program or operations must be in accordance with State and Federal law as well as Board policies

Violation of this policy may result in disciplinary consequences. Students may be disciplined for violations, up to and including suspension or expulsion. Staff may be disciplined for violations, up to and including suspension or termination of employment. The Administration will refer any illegal acts to law enforcement.

**[Cross Reference****po5500****po7540.03****po7540.04]****© Neola 2024**

Cross References	po5500 - STUDENT CONDUCT po7540.03 - STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY po7540.04 - STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY
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Book	Policy Manual
Section	Ready for Board
Title	Vol. 39, No. 1 - September 2024 Revised CRIMINAL JUSTICE INFORMATION SECURITY (NON-CRIMINAL JUSTICE AGENCY)
Code	po8321
Status	
Adopted	June 22, 2015
Last Revised	December 13, 2021

### **Revised Policy - Vol. 39, No. 1**

#### **8321 - CRIMINAL JUSTICE INFORMATION SECURITY (NON-CRIMINAL JUSTICE AGENCY)**

The District is required by State law to have the Michigan State Police (MSP) obtain both a State and a Federal Bureau of Investigation (FBI) criminal history record information (CHRI) background check report for all employees of the District and contractors, vendors and their employees who work on a regular and continuous basis in the District. This policy provides the appropriate access, maintenance, security, confidentiality, dissemination, integrity, and audit requirements of CHRI in all its forms, whether at rest or in transit. This policy/procedure shall be reviewed and updated at least annually and following any security incidents involving CHRI. To assure the security, confidentiality, and integrity of the CHRI background check information received from the MSP/FBI, the following standards are established:

##### **A. Sanctions for Non-Compliance**

Employees who fail to comply with this policy, State and Federal law, current CJISSECPOL, rules or regulations, and any guidelines issued to implement this policy will be subject to discipline for such violations. Discipline can will range from counseling and retraining to discharge and prosecution, based on the nature and severity of the violation, at the District's discretion. All violations will be recorded in writing, with the corrective action taken. The Superintendent shall review, approve, sign, and date all such corrective actions.

##### **B. Local Agency Security Officer (LASO)**

The Assistant Superintendent of Human Resources [insert designated administrator] shall be designated as the District's Security Officer ("LASO"). The LASO is an authorized user/personnel, has completed a fingerprint-based background check where required, and has been found appropriate to access CHRI, and an employee directly involved in evaluating an individual's qualifications for employment or assignment. The LASO shall be responsible for overall implementation of this policy and for data and system security. This shall include:

1. identifying who is using or accessing CHRI and/or systems with access to CHRI;
2. identifying and documenting any equipment connected to the State system;
3. ensuring that personnel security screening procedures are being followed as set forth in this policy;
4. ensuring that approved and appropriate security measures are in place and working as expected;
5. supporting policy compliance and instituting the incident response reporting procedures;
6. ensuring annual awareness and training is being completed by all personnel with authorized access to the CHRI;
7. ensuring that the Michigan State Police are promptly informed of any security incidents involving the abuse or breach of the system and/or access to criminal justice information;

8. reviewing and updating information security policy/procedures annually or after security incidents involving CHRI;
9. to the extent applicable, identifying and documenting how District equipment is connected to the Michigan State Police system;
10. employing one (1) or more of the following techniques to increase the security and privacy awareness of system users: displaying posters, offering supplies inscribed with security and privacy reminders; displaying logon screen messages; generating email advisories or notices from organizational officials; conducting awareness events; and
11. to the extent applicable, identifying who is using the Michigan State Police approved hardware, software, and firmware, and ensuring that no unauthorized individuals have access to these items.

The District's LASO shall be the point of contact for the Michigan State Police and should be the person most knowledgeable about this policy. The District's LASO shall be designated on the appropriate form as prescribed and maintained by the Michigan State Police. A new form shall be submitted every time a new LASO is designated and kept on file by the District indefinitely.

#### C. **Privacy Act Statement Disclosure**

The District shall ensure that the applicant receives the Federal Privacy Act Statement Disclosure by providing the applicant with the most current version of the MSP RI-030 Live Scan consent form. The applicant will receive this information by hard or electronic copy.

#### D. **Agency User Agreements**

The District shall enter into any required User Agreement for Release of CHRI ("User Agreement"), and future amendments, by the Michigan State Police necessary to access the required CHRI on applicants, volunteers, and all other statutorily required individuals, such as contractors and vendors and their employees assigned to the District. Agreements are in place to provide data ownership, individual roles, responsibilities, etc. The District shall request a new user agreement in the event they have a legal name change, they move to a new physical address, or they wish to add or remove fingerprint reason codes. The most current copy of the Agreement shall be maintained on file at the agency indefinitely. The LASO shall be responsible for the District's compliance with the terms of any such User Agreement.

#### E. **Personnel Security**

Authorized users/personnel shall be individuals who have been appropriately vetted through a national fingerprint-based background check, as required by school safety legislation, and have been granted access to CHRI data, wherein access is only for the purpose of evaluating an individual's qualifications for employment or assignment.

1. **Subsequent Arrest/Conviction** - If an individual granted access to criminal justice information is subsequently arrested and/or convicted, access shall be suspended immediately until the matter is reviewed by the LASO to determine if continued access is appropriate. Such determination shall be recorded in writing, signed, dated, and maintained with the individual's file. In the event that the LASO has the arrest/conviction, the Superintendent (if not the designated LASO) shall make the determination. If the Superintendent is also the designated LASO, the determination shall be made by the \_\_\_\_\_ [insert designated administrator]; except that, as noted in D(1)(a), individuals with a felony conviction of any kind will have their access indefinitely suspended.
2. **Public Interest Denial** - If the LASO determines that access to criminal justice information by any individual would not be in the public interest, access shall be denied whether that person is seeking access or has previously been granted access. Such decision and reasons shall be in writing, signed, dated, and maintained in the individual's file.
3. **Approval for Access** - All requests for access to criminal justice information shall be as specified and approved by the LASO. Any such designee must be a direct employee of the District. The District must maintain a readily accessible list that includes the names of all LASO approved personnel with access to criminal justice information, as well as the reason for providing each individual access. This list shall be made available to the Michigan State Police upon request.
4. **Notification of Termination of Employment/Access or Transfer/Re-assignment** - When an employee's access or employment is terminated, or if the duties for accessing criminal justice information

have been transferred or re-assigned to another individual, the LASO [designated individual] shall be notified promptly in writing. The individual responsible for the termination or transfer/re-assignment shall directly notify the Superintendent [designated individual].

5. **Termination of Employment/Access** – Within twenty-four (24) hours of the termination of employment, all access to criminal justice information shall be terminated immediately for that individual, such as requiring the individual to return any keys or access cards to buildings, offices, and/or files, or closing the individual's account and/or blocking access to any systems containing such information at the District.
6. **Transfer/Re-assignment** - When an individual who has been granted access to criminal justice information has been transferred or re-assigned to other duties, the LASO shall determine whether continued access is necessary and appropriate. If not, the LASO shall take such steps as necessary to block further access to such information within the twenty-four (24) hour period immediately following the transfer or reassignment. If such access is not necessary and appropriate, steps to eliminate the individual's access will be taken immediately, such as requiring the individual to return any keys or access cards to buildings, offices, and/or files, or closing the individual's account and/or blocking access to any systems containing such information at the District.

#### F. Media Protection

Access to digital and physical media in all forms, which contains criminal history background information provided by the Michigan State Police through the statutory record check process, is restricted to authorized individuals only. Only individuals involved in the hiring determination of both District employees and volunteers shall be authorized to access digital and physical media containing CHRI.

1. **Media Storage and Access** – All digital and physical media shall be stored in a physically secure location or controlled area, such as a locked office, locked cabinet, or other similarly secure area(s) which can only be accessed by authorized individuals. If such security cannot be reasonably provided, then all digital CHRI background data shall be encrypted. Access to such media will be secured at all times when not in use or under the supervision of an authorized individual. Digital media shall be stored on a District or School server and unless encrypted, shall be maintained in a lockable filing cabinet, drawer, closet, office, safe, vault, etc. Storage on a third party server, such as cloud service, is not permitted. Storage of digital media must conform to the requirements in AG 8321 and must be encrypted. Physical media will be stored within individual records when feasible, or by itself when necessary, and will be maintained in a lockable filing cabinet, drawer, closet, office, safe, vault, etc.
2. **Media Transport** – Digital and physical media shall only be transported upon sufficient justification approved by the LASO. Digital and physical media shall be protected when being transported outside of a controlled area. Only authorized individuals shall transport the media. Physical media (e.g. printed documents, printed imagery, etc.) shall be transported using a locked container, sealed envelope, or other similarly secure measure. To the extent possible, digital media (e.g., hard drives and removable storage devices such as disks, tapes, flash drives, and memory cards) shall be either encrypted and/or be password protected during the transport process. The media shall be directly delivered to the intended person or destination and shall remain in the physical control and custody of the authorized individual at all times during transport. Access shall only be allowed to an authorized individual.
3. **Media Disposal/Sanitization** – When the CHRI background check is no longer needed, the media upon which it is stored shall either be destroyed or sanitized. The LASO and the Superintendent shall approve in writing the media to be affected. This record shall be maintained by the LASO during the individual's active employment plus an additional six (6) years. [Note: the regulations do not specify a specific period for maintaining this information. This time period is suggested based on the State of Michigan's background information retention schedule and will likely cover most statutes of limitation and can be retained in digital format.]
  - a. **Digital Media** - Sanitization of the media and deletion of the data shall be accomplished by either overwriting at least three (3) times or by degaussing, prior to disposal or reuse of the media, but optical media (such as CDs and DVDs) will be physically destroyed. If the media is inoperable or will not be reused, it shall be destroyed by shredding, cutting, or other suitable method to assure that any data will not be retrievable.
  - b. **Physical Media** – Disposal of documents, images, or other type of physical record of the criminal history information shall be cross-cut shredded or incinerated. Physical security of the documents and their information shall be maintained during the process by authorized individuals. Documents may

not be placed in a wastebasket or burn bag for unauthorized individuals to later collect and dispose of.

All disposal/sanitization shall be either conducted or witnessed by authorized personnel to assure that there is no misappropriation of, or unauthorized access to, the data to be deleted. Written documentation of the steps taken to sanitize or destroy the media shall be maintained for ten (10) years, and must include the date as well as the signatures of the person(s) performing and/or witnessing the process. (See also, AG 8321.)

4. **Personal Mobile Devices** – A personally owned mobile device (mobile phone, tablet, laptop, etc.) **or no identifiable owner digital media device** shall not be authorized to access, process, store or transmit criminal justice information unless the District has established and documented the specific terms and conditions for personally owned mobile devices through a Mobile Device Management (MDM) system. An MDM is not required when receiving CHRI from an indirect access information system (i.e., the system provides no capability to conduct transactional activities on State and national repositories, applications, or services).

#### 5. **CHRI Background Check Consent and Documentation**

All individuals requested to complete a fingerprint-based CHRI background check must execute Michigan State Police Form RI-088A at **the time of application**, and be notified fingerprints will be used to check the criminal history records of the FBI, prior to completing a fingerprint-based CHRI background check. The most current and unaltered Livescan form (RI-030) will satisfy this requirement and must be retained. Individuals subject to a fingerprint-based CHRI background check shall be provided the opportunity to complete or challenge the accuracy of the individual's criminal history record.

Some type of documentation identifying the position for which a fingerprint-based CHRI background check has been obtained must be retained for every CHRI background check conducted, such as the "Agency User Agreement" (RI-087), an offer letter, employment agreement, new hire checklist, employment contract, volunteer background check form, etc.

#### 6. **Controlled Area/Physical Protections**

All CHRI obtained from the Michigan State Police pursuant to the statutorily required background checks shall be maintained in the **Human Resources Office** **[insert designated location, such as the Principal's, Human Resources, or other such office]**, which is a physically secure and controlled area. The following security precautions will apply to the controlled area:

- a. Limited unauthorized personnel access to the area during times that criminal justice information is being processed or viewed.
- b. The controlled area shall be locked at all times when not in use or attended by an authorized individual.
- c. Information systems devices (e.g., computer screens) and physical documents, when in use, shall be positioned to prevent unauthorized individuals from being able to access or view them.
- d. Encryption shall be used for digital storage of criminal justice information. (See AG 8321)

#### 7. **Passwords (Standard Authentication)<sup>1</sup>**

All authorized individuals with access to computer or systems where processing is conducted or containing criminal justice information must have a unique password to gain access. This password shall not be used for any other account to which the individual has access and shall comply with the following attributes and standards:

- a. at least eight (8) characters long on all systems
- b. not be a proper name or a word found in the dictionary
- c. not be the same as the user identification
- d. not be displayed when entered into the system (must use feature to hide password as typed)
- e. not be transmitted in the clear outside of the secure location used for criminal justice information storage and retrieval

- f. must expire and be changed every ninety (90) days
- g. renewed password cannot be the same as any prior ten (10) passwords used (See also, AG 8321)

## 8. Security Awareness Training

All individuals who are authorized by the District to have access to criminal justice information or to systems which store criminal justice information shall have basic security awareness training as part of initial training for new users prior to accessing CJI and annually thereafter, and when required by system changes or within thirty (30) days of any security event for individuals involved in the event. ~~within six (6) months of initial assignment/authorization and every two (2) years thereafter. LASOs require enhanced training on the specific duties and responsibilities of those positions and the impact those positions have on the overall security of information systems.~~

Training is a role-based security and privacy training for personnel with the following roles:

- a. **Basic Role:** All individuals with unescorted access to a physically secure location. (Not typical for NCJAs)
- b. **General Role:** All personnel with access to CJI. This level is designed for people who have physical and logical access to CJI.
- c. **Privileged Role:** This level is designed for all information technology personnel including system administrators, security administrators, network administrator, etc. More access is needed than a general user, but not an assigned LASO. (i.e., CRISS Administrator)
- d. **Security Role:** This level is designed for personnel with the responsibility to ensure the confidentiality, integrity, and availability of CJI and the implementation of technology in a manner compliant with the CJISSECPOL. (i.e., LASO)

The training shall, to the extent possible, be received through a program approved by the Michigan State Police. A template of the training is provided on the Michigan State Police's website. At a minimum, the training shall comply with the standards established by the U.S. Department of Justice and Federal Bureau of Investigation for Criminal Justice Information Services. (See AG 8321.) A record shall be kept current of all individuals who have completed the security awareness training.

## 9. Secondary Dissemination of Information

If criminal history background information received from the Michigan State Police is released to another authorized agency under the sharing provision designated by the revised school code, a log of such releases shall be maintained and kept current ~~for all dissemination outside of the CRISS system~~ indicating:

- a. the date of release;
- b. record disseminated;
- c. method of sharing;
- d. agency personnel that shared the CHRI;
- e. the agency to which the information was released;
- f. the name of the individual recipient at the agency; and
- g. whether authorization was obtained.

A log entry need not be kept if the receiving agency/entity is part of the primary information exchange agreements between the District and the Michigan State Police. A release form consenting to the sharing of CHRI shall be maintained at all relevant times.

If CHRI is received from another District or outside agency, an Internet Criminal History Access Tool (ICHAT) background check shall be performed to ensure the CHRI is based on personal identifying information, including the individual's name, sex, and date of birth, at a minimum.

## Incident Handling and Responses

The District shall establish operational incident handling procedures for instances of an information security breach. Information security incidents are major incidents that significantly endanger the security or integrity of CHRI. The District will identify responsibilities for information security incidents and include how and who to report such incidents to. The District will ensure appropriate security incident capabilities exist and should incorporate the lessons learned from ongoing incident handling activities. The District will ensure procedures exist and are implemented for a follow-up action of a security breach and for the collection of evidence in cases of legal action. All individuals with direct or indirect access to CHRI shall be trained on how to handle an information security incident, and such training will be included within the provided awareness and training. Information system security incidents shall be tracked using Form CJIS-016 and documented on an ongoing basis. Incident-related information may be obtained from audit monitoring, network monitoring, physical access monitoring, and user/administrator reports. The LASO shall maintain completed security incident reporting forms for three (3) years or until legal action (if warranted) is complete, whichever timeframe is greater. The District shall implement steps for incident handling capabilities, for both digital and physical CHRI media. Incident response testing will be conducted annually using the following tests: tabletop or walk-through exercises, simulations, or other agency appropriate tests. At a minimum, the following will be implemented:

	<b>Physical - Hard Copy CHRI</b>	<b>Digital - Digitally Saved CHRI</b>
1. Preparation	The CHRI container will be locked at all times in the business office where it is stored. The office must be locked when the office staff is not present. <b>[List name of video system if you have one.]</b>	Firewalls, virus protection, and/or malware/spyware protection shall be implemented and maintained to prevent unauthorized access or intrusion of the information systems.
2. Detection	Unauthorized activities or physical intrusions to the building shall be monitored by building alarm or video surveillance. Doors must be locked and checked at night.	Electronic intrusions shall be monitored and detected by the firewalls, virus protection, and/or malware/spyware protection software.
3. Analysis	The LASO will work with police authorities to determine how the incident occurred and what data was affected.	The LASO shall work with the IT department to determine what systems or data were compromised and affected.
4. Containment	The LASO shall lock uncompromised CHRI information in a secure container, or transport CHRI to a secure area.	The IT department shall stop the spread of any intrusion of the information systems and prevent further damage.
5. Eradication	The LASO shall work with law enforcement to remove any threats and compromised CHRI data.	The IT department shall remove the intrusion of the information systems before restoring the system. All steps necessary to prevent recurrence shall be taken before restoring the system.
6. Recovery	The Police shall handle and/or oversee the recovery of stolen CHRI media. The LASO may contact MSP for assistance in re-fingerprinting if necessary.	The IT department shall restore the agency information system and media to a safe environment.

When an incident involving the security of CHRI or systems with access to CHRI is discovered, the following procedures shall be followed:

- The LASO shall be notified immediately.** All personnel are required to report suspected incidents to the LASO immediately, but not to exceed one (1) hour after discovery. As such, personnel who become aware of an incident or believe an incident has occurred should report to the following individuals, in order:

**1. LASO**

2. Superintendent [Designated Title]
3. Director of Security [Designated Title]
4. Director of Technology [Designated Title]

B. The breach shall be assessed (including determination of whether notification to individuals is needed, assessment of the extent of the harm, and identification of applicable privacy requirements) and steps taken to correct the situation:

1. access shall be stopped for any unauthorized user;
2. media shall be secured;
3. systems shall be shut down as necessary to avoid further exposure to unauthorized access or dissemination of CHRI;
4. such other steps are deemed necessary by the LASO or authorized personnel involved in assessing the incident.

C. All necessary information regarding the security breach and District responses shall be recorded, analyzed, and preserved, including who was involved in taking incident response measures.

D. The LASO shall be responsible for filing the incident report with the MSP using the CJIS-016. Completed CJIS-016 forms shall be retained on an ongoing basis to meet policy requirements for tracking.

The LASO shall monitor MSP information/guidance on incident reports and train authorized users with access to CHRI on detection and response to security incidents.

**E. Mobile Device - Incident Handling and Response**

1. The LASO shall be notified immediately.
2. The breach shall be assessed and steps taken to correct the situations:
  - a. access shall be stopped immediately, and remotely if necessary, for any authorized user;
  - b. media shall be secured and steps taken to identify how the incident occurred and what systems or data were compromised or affected;
  - c. systems shall be shut down as necessary to avoid further exposure to unauthorized access or dissemination of CJI;
  - d. such other steps as are deemed necessary by the LASO or authorized personnel involved in assessing the incident.
3. All necessary information regarding the security breach and District responses shall be recorded, analyzed, and preserved, including who was involved in taking incident response measures.
4. Steps shall be taken to restore the device and media to a safe environment.
5. The LASO shall be responsible for filing the incident report with the MSP using form CJIS-016. A copy of the completed form shall be retained and produced to MSP upon request.

When a device is lost the District shall document and indicate how long the device has been lost. Special reporting procedures for mobile devices shall apply in any of the following situations:

- a. for a lost device, report if the owner:

1. believed the device was locked;

2. believed the device was unlocked;
3. could not validate the device's locked state<sup>1</sup>;

b. for a total loss of a device, report if:

1. CHRI was stored on the device;
2. the device was locked or unlocked;
3. capable of remote tracking or wiping of device<sup>1</sup>;

c. report any compromise of a device when the intrusion occurs while still in the owner's possession<sup>1</sup>;

d. report any compromise outside of the United States.

#### **F. Collection of Evidence**

Where an information security incident involves legal action against the District or an individual (either civil or criminal), evidence shall be collected, retained, and presented in accordance with the rules of evidence of the relevant jurisdiction(s). For criminal matters, Kent County Sheriff's Department \_\_\_\_\_ [law enforcement agency] shall be contacted for evidence collection. For civil matters, District Legal Council \_\_\_\_\_ [designated legal counsel] will be contacted for evidence collection.

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<sup>1</sup>Applicable to districts that maintain CHRI within a digital system of records, such as a digital database, filing system, record keeping software, spreadsheets, etc. Not applicable if CHRI kept solely via e-mail and/or paper copies.

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Legal	Ref: Criminal Justice Information Services - Security Policy (Version 5.6, 2017), U.S. Dept. of Justice and Federal Bureau of Investigation Noncriminal Justice Agency Compliance Audit Review, Michigan State Police, Criminal Justice Information Center, Audit and Training Section Conducting Criminal Background Checks, Michigan State Police, Criminal Justice Information Center
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## Memorandum

To: RPS Board of Education  
From: Korie Wilson-Crawford, Assistant Superintendent of Human Resources  
Date: November 6, 2024  
Subject: REA and RESPA Insurance Changes

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Dear Board Trustees,

As part of our summer contract settlements for both REA and RESPA, we had a fall health insurance re-opener to consider the services, carrier, utilization and cost of our current health insurance options. This was, in part, due to an anticipated health insurance renewal rate that we speculated would cause a significant financial burden to employees when paired with the very small increase in the state-mandated hard cap. As anticipated, our renewal for our current health insurance plans was a 15.04% increase above last year's rate while the hard cap rose by 0.2% respectively.

As part of this collaborative bargaining process, we met weekly for the last 7 weeks going over different plan designs, carriers, costs, coverages and prescription plans that could be offered at rates that were in line with the state hard cap. One of our many interests considered was the ability to maintain high quality coverage while limiting both district expenditure and employee premium shares. I am pleased to share that we have two table agreements (one for RESPA and one for REA) to recommend to the Board of Education.

Both bargaining teams worked collaboratively with administration to come to a consensus on three plans to offer each unit. These plans offer employees a choice in some aspects of their health insurance while containing costs as much as possible. Each of the plans offered differs from our current health insurance plans in some way.

Attached to this memo are two letters of agreement for consideration based upon our recent bargaining sessions. I look forward to discussing these letters of agreement and answer any questions you may have. Please let me know if I can assist you in any way as you review these documents that we are recommending for approval at the November 2024 board meeting.

Letter of Agreement  
Between  
The Rockford Education Association  
And  
The Rockford Public Schools

This letter of agreement sets the insurance offerings for the calendar year of 2025 (January-December). Based upon bargaining in Fall of 2024, RPS will offer the following insurance plans to staff covered by the REA Master Agreement:

1. MESSA ABC 2000/4000 with 10% coinsurance, 5 tier mail in prescription coverage and a purchased indemnity supplement.
2. MESSA ABC 2000/4000 with 10% coinsurance, 3 tier mail in prescription coverage and a purchased indemnity supplement.
3. MESSA ABC 2000/4000 with 0% coinsurance, 5 tier mail in prescription coverage with NO indemnity coverage.

In current state, all three of these plans are under the hard cap and therefore there is no employee premium share associated with the election of these plans for 2025.

Further, RPS and REA agree that the district will make an interest-free loan available to each eligible employee at the beginning of the calendar year to pre-fund the HSA deductible. The employee must document this request and loan repayment on the election form/loan agreement. If there is an interruption in pay due to unpaid leave, termination of employment or any other reason, the employee shall further agree to a timely repayment of the loan.

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REA President

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For RPS

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Date

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Date



# Rockford Public Schools

Quality Community – Quality Schools

Together Building a Tradition of Excellence

## Human Resources Department

Korie Wilson-Crawford, Assistant Superintendent

350 N. Main Street • Rockford, MI 49341

Phone: 616.863.6554 • Fax: 616.863.6355

## Memorandum

To: RPS Board of Education  
From: Korie Wilson-Crawford, Assistant Superintendent of Human Resources  
Date: November 6, 2024  
Subject: REA and RESPA Insurance Changes

---

Dear Board Trustees,

As part of our summer contract settlements for both REA and RESPA, we had a fall health insurance re-opener to consider the services, carrier, utilization and cost of our current health insurance options. This was, in part, due to an anticipated health insurance renewal rate that we speculated would cause a significant financial burden to employees when paired with the very small increase in the state-mandated hard cap. As anticipated, our renewal for our current health insurance plans was a 15.04% increase above last year's rate while the hard cap rose by 0.2% respectively.

As part of this collaborative bargaining process, we met weekly for the last 7 weeks going over different plan designs, carriers, costs, coverages and prescription plans that could be offered at rates that were in line with the state hard cap. One of our many interests considered was the ability to maintain high quality coverage while limiting both district expenditure and employee premium shares. I am pleased to share that we have two table agreements (one for RESPA and one for REA) to recommend to the Board of Education.

Both bargaining teams worked collaboratively with administration to come to a consensus on three plans to offer each unit. These plans offer employees a choice in some aspects of their health insurance while containing costs as much as possible. Each of the plans offered differs from our current health insurance plans in some way.

Attached to this memo are two letters of agreement for consideration based upon our recent bargaining sessions. I look forward to discussing these letters of agreement and answer any questions you may have. Please let me know if I can assist you in any way as you review these documents that we are recommending for approval at the November 2024 board meeting.

Letter of Agreement  
Between  
The Rockford Education Support Personnel Association  
And  
The Rockford Public Schools

This letter of agreement sets the insurance offerings for the calendar year of 2025 (January-December). Based upon bargaining in Fall of 2024, RPS will offer the following insurance plans to staff covered by the RESPA Master Agreement:

1. No insurance- Cash In Lieu
2. MESSA ABC 2000/4000 with 10% coinsurance, 3 tier mail in prescription coverage and a purchased indemnity supplement.
3. MESSA ABC 2000/4000 with 0% coinsurance, 5 tier mail in prescription coverage with NO indemnity coverage.
4. MESSA ABC1, 1650/3300 with 0% coinsurance, 5 tier mail in prescription coverage with NO indemnity coverage

In current state, plans #2 and #3 require no premium share, however, plan #4 requires an employee contribution at the 2P and FF levels.

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Further, RPS and RESPA agree that the district will make an interest-free loan available to each eligible employee at the beginning of the calendar year to pre-fund the HSA deductible. The employee must document this request and loan repayment on the election form/loan agreement. If there is an interruption in pay due to unpaid leave, termination of employment or any other reason, the employee shall further agree to a timely repayment of the loan.

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\_\_\_\_\_  
RESPA President

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\_\_\_\_\_  
For RPS

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\_\_\_\_\_  
Date

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\_\_\_\_\_  
Date



# Rockford Public Schools

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## Human Resources Department

Dr. Korie Wilson-Crawford, Assistant Superintendent

350 N. Main Street • Rockford, MI 49341

Phone: 616.863.6554 • Fax: 616.863.6355

## Memorandum

To: Board of Education  
From: Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources  
Date: November 11, 2024  
Subject: Certified Staff Recommendations

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Taylor St. John

Speech Pathologist

Parkside Elementary & Our Lady



# Rockford Public Schools

Quality Community – Quality Schools

*Together Building a Tradition of Excellence*

## Office of the Superintendent

**Dr. Steve Matthews, Superintendent**

350 N. Main Street Rockford, MI 49341  
Phone: 616.863.6554 Fax: 616.863.6355

## Memorandum

To: Rockford Public Schools board of Education

From: Dr. Steve Matthews, Superintendent

Date: November 11, 2024

Subject: Insulin Litigation

Entities, including school districts, throughout the country have begun joining a nationwide lawsuit against various insulin manufacturers, pharmacy benefit managers, and other defendants accused of artificially inflating insulin prices at the expense of employers and health plan entities, including insurance pools. Those defendants include, among others, Eli Lilly and Company, Novo Nordisk Inc., and Sanofi-Aventis US, LLC. Entities eligible to join the lawsuit include any self-insured employer, any employer that contributed to employee medical benefit plan costs or other healthcare costs, and any insurance pool.

The Frantz Law Group, a California law firm, would be representing Michigan schools. The Thrun Law Firm has reviewed the legal documents for Michigan schools. Over 100 Michigan school districts have joined the legislation to this point.

Research reveals that some insulin prices have increased by more than 1,000% over the past 20 years. Health insurance companies passed on the cost of those price increases to employers through higher insurance premiums. The insulin litigation seeks monetary compensation for past damages incurred by entities related to the artificial insulin price inflation, as well as injunctive relief to stop that inflation and additional damages to deter future similar behavior.

There is no cost to the district. Frantz will represent schools on a contingency fee basis, meaning Frantz will not charge any fees or costs unless there is a financial recovery.

To participate the Board needs to approve the accompanying resolution and the contract.

## INSULIN LITIGATION RESOLUTION

A [regular or special] meeting of the [Entity Name] (“Entity”) [Board of Education, Board of Directors, Board of Trustees, City Council, or other Governing Body] (the “Board”) was held on the [ ] day of [ ], 202[ ] at the following time: [ ] (“Meeting”).

The Meeting was called to order by \_\_\_\_\_

Present:

Absent:

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

### WHEREAS:

1. Entities nationwide have recently started joining a nationwide lawsuit against various insulin manufacturers, pharmacy benefit managers, and other defendants accused of artificially inflating insulin prices at the expense of employers and health plan entities, specifically Case No. 2:23-md-03080 in the United States District Court for the District of New Jersey (“Lawsuit”).
2. Entities in the Lawsuit are being represented by Frantz Law Group, APLC, a California professional law corporation (“Frantz”).
3. Thrun Law Firm, P.C. referred the Entity to Frantz for the Lawsuit.
4. The Board believes it is in the Entity’s best interests to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.
5. The Board believes it is in the Entity’s best interests to authorize and direct [Insert Position, such as Superintendent, President, or Manager] or designee to sign the attached Attorney-Client Fee Contract on behalf of the Entity and to take such other action as necessary to obtain monetary damages for the Entity in the Lawsuit, subject to review by the Entity’s legal counsel.

### NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board decides to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.
2. The Board authorizes and directs [Insert Position, such as Superintendent, President, or Manager] or designee to sign the attached Attorney-Client Fee Contract on behalf of the Entity and to take such other action as necessary to obtain monetary damages and injunctive relief for the Entity in the Lawsuit, subject to review by the Entity’s legal counsel.

3. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Motion Passed:

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[Board Secretary or Clerk]

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

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[Board Secretary or Clerk]

Date: \_\_\_\_\_, 202\_\_\_\_

## ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between [Name of School District, Intermediate School District, Public School Academy, Community College, Municipality, or Other Entity], whose address is [ ] (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
  - A. **CLIENT REPRESENTATIVES.** Client designates [Insert Position Identified in Resolution], or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
  - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with the Insulin litigation, specifically Case No. 2:23-md-03080 in the United States District Court for the District of New Jersey (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client

will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of thirty percent (30%) of any monetary settlement or recovery that Attorneys obtain for Client, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) any Attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.

(5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed thirty percent (30%) of the gross recovery as defined in Paragraph 5.
- B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. REFERRAL FEE. Thrun will receive thirty-five percent (35%) of the Total Fee if the Client meets at least one of the following:

- A. Is a Thrun retainer client.
- B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
- C. Is not a Thrun retainer client, but Client was referred to Attorneys for the Action by Thrun, as reflected in a written statement from Client or Thrun.

Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

7. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following:

process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

**SHARED EXPENSES:** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

**FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES:** Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

9. **DISCHARGE AND WITHDRAWAL.**

- A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
- B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client

at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

10. **DISPUTE RESOLUTION:** ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.
11. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.
12. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
13. **MULTIPLE REPRESENTATIONS:** The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are

associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.

14. AGGREGATE SETTLEMENTS: Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.
15. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by Client and Attorneys.
16. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.
17. ASSIGNMENT: Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. SUCCESSORS AND ASSIGNS: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
19. FULL AND FINAL AGREEMENT: This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
20. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.

21. AUTHORIZED SIGNATURES: Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Frantz Law Group, APLC

Dated: \_\_\_\_\_, 202\_\_\_\_ Frantz Signature: \_\_\_\_\_

Frantz Print Name: \_\_\_\_\_

Dated: [REDACTED], 202\_\_\_\_\_ Signature: [REDACTED]

Print Name: [REDACTED]

Client Name: [REDACTED]

Position of Signatory: [REDACTED]

# RAMS XII: November update



# Vision

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Rockford Public Schools will be a community of educational excellence, where students are challenged to think critically, act compassionately, and succeed boldly.



# Mission

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Rockford Public Schools is committed to fostering a rigorous, cohesive learning environment that challenges and supports each student, equipping them for success now and in the future.



# Student focused outcomes identified

The following are characteristics that our school community has identified as priorities to nurture in the journey of each student.



## PORTRAIT OF A GRADUATE





Moving us  
forward

# Structure of RAVIS XII

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- ◆ 5 pillars
  - Academic excellence
  - Wellness and preparedness
  - Social responsibility and community engagement
  - Collaborative culture
  - Organizational effectiveness
- ◆ 16 priorities
- ◆ 58 specific action steps



# Priorities for 2024-2025



# Current progress

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- FAST goals
  - Frequently discussed
  - Ambitious
  - Specific
  - Transparent
- Goal development was a district-wide focus
  - 14 buildings
  - 3 academic areas
    - Literacy
    - Mathematics/Innovation
    - Special Services
  - Cabinet
  - 7 departments



# What can the Board expect?

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## ❖ Pillar: Academic Excellence

- Priority: High-quality instruction
- Action step: 1.A.2: Tiered instruction
  - Priority defined: Assess individual student learning needs and respond with targeted instruction emphasizing English Language Arts and mathematics
  - Goal statement: We will intervene and extend student learning at least twice a week in ELA and Math through targeted small group instruction.
    - Frequently discussed - when will we talk about this?
    - Ambitious: Outcomes, stretch targets, challenges
    - Specific: Describe action, milestones, metrics
    - Transparent: Who, report out when, communication <sup>9</sup>



# What can the Board expect?

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## ❖ Pillar: Collaborative Culture

- Priority: Consistent Communication
  - Action Step: 4.B.1 Consistent Communication
    - Priority defined: Enhance and streamline the district website, social media, and communication entities to improve access to school information; Engage in timely and relevant communication with communication stakeholders
    - Goal statement: Create template of communication strategies that define the communication tools, identifies who is responsible, and creates measurable outcomes.
  - Must include conversation with stakeholders about the communication tools and preferences





NexuStesS

## Create FAST Goals

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- Regular updates to the Board of Education
- Dedicated space on the district website that highlights RAMS XII goals and actions
- Consistent review with administrators on RAMS XII progress

We are committed to being  
transparent with the Board  
and community to  
communicate how we are  
moving RAMS XII forward



Questions?