



Rockford Public Schools

Quality Community – Quality Schools
Together Building a Tradition of Excellence

ROCKFORD BOARD OF EDUCATION

December 9, 2024 - 5:30 PM

Agenda

CALL TO ORDER

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOGNITION

1. Nick Reichenbach – Board of Education
2. Middle School Student of the Month

ACTION ITEMS – CONSENT AGENDA

1. Minutes from the November 11, 2024 meeting
2. Presentation of bills in the amount of \$10,716,438.63
3. Athletics Donations totaling \$2,000
4. Consumers Energy Easement & Resolution
5. 2023-2024 Salary Schedules
6. 2024-2025 Salary Schedules
7. Winter Coaches

NEW BUSINESS

1. 2019 Bond 3rd Series Authorizing Resolution
2. Certified Staff New Hire
3. Superintendent Contract Appeal Language

OLD BUSINESS

1. Policy Update – 2nd Reading

REPORTS

1. Superintendent Evaluation
2. Student Representative Report
3. Collaborative Reports
4. Committee Reports
5. 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

November 11, 2024

Date & time Monday-November 11, 2024 | 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

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

Regrets: None

Administration: Dr. Steve Matthews, Mike Ramm, Allison Clements, Dr. Korie Wilson-Crawford, Jodi Nester.

Adoption of Agenda

Motion to approve agenda by Kelley Freridge with support by Jake Himmelspach. Motion passed unanimously.

Recognition

1. Meadow Ridge Blue Ribbon Recognition – Dr. Matthews recognized Meadow Ridge Elementary for their National level Blue Ribbon School accomplishment. Principal Blake Bowman spoke and introduced Janny Steele who talked about what a great honor it is. They thanked the Board of Education and Rockford Public Schools Administration for their support.
2. Middle School Student of the Month – A video was played honoring the Middle School Students of the month.
3. MASL Media Specialist – Dr. Matthews recognized Matt Zokoe, Alexa Lalejini and George Wilson for being recognized by the Michigan Association of School Libraries.

Consent Agenda

Motion to approve by Nick Reichenbach with support by Christie Ramsey. The motion passed unanimously.

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

New Business

1. Fall Policy Update - 1st reading – Dr. Korie Wilson-Crawford explained the policy updates to the Board of Education. This was for information only and will be voted on at the December 9, 2024 meeting.
2. Health Insurance Changes – Dr. Korie Wilson-Crawford discussed the changes in Health Care for RPS employees. There have been several meetings with the bargaining groups in order to select plan options for each group.
 - REA – Motion to approve by Kelley Freridge with support by Christie Ramsey.
 - RESPA – Motion to approve by Jake Himmelspach with support by Christie Ramsey.
3. Certified Staff Recommendation - Dr. Wilson-Crawford presented new staff to the Board of Education. Motion to approve by Kelley Freridge with support by Tricia Anderson
4. Insulin Opt-In Resolution – Dr. Matthews read a statement regarding Rockford Public Schools joining a group of districts in an ongoing legal case regarding Insulin administration. Motion to approve by Jake Himmelspach with support by Christy Ramsey. Motion passed unanimously by Roll-call vote.

Reports

1. Student Representative Report
Student Representative to the Board, Brooklyn Schmucher updated the board regarding events at the Secondary Level.
2. Collaborative Reports
Blake Bowman, Meadow Ridge Elementary Principal updated the board on events happening at the Elementary level.
North Rockford Middle School Principal, Lissa Weidenfeller gave a presentation about things happening at the Secondary Level.
3. Committee Reports – Kelley Freridge updated the board on a recent HR committee meeting. They committee discussed the Superintendent Evaluation and salary schedule requirements for the ORS. Kelley also thanked Trustee Reichenbach for this service to the HR committee.
4. RAMS XII Report
Superintendent Matthews gave a report on the RAMS XII 2025-2027 Strategic Plan.

Recognition of Visitors & Hearing of People Present – Public Comment

Audience Participation. No action taken.

Superintendent Remarks

Dr. Matthews gave an update on the recent School Board election. He is very appreciative of all who came out to vote. He also gave praise to Meadow Ridge Elementary on their recent Blue-Ribbon award. Praise was also given to the Girls Volleyball and Rugby Teams.

Adjournment

President Folsom adjourned the meeting at 7:02 p.m.

Recording Secretary

Secretary, Board of Education

BOARD REPORT ON DISBURSEMENTS

DATE: 11/4/2024

PAYROLL

GENERAL FUND NET PAYROLL	<u>10 & 11</u>	<u>3,051,941</u>
FOOD SERVICE	<u>10 & 11</u>	<u>89,509</u>
ATHLETIC FUND	<u>10 & 11</u>	<u>26,327</u>
TOTAL ALL FUNDS	<u>10 & 11</u>	<u>3,167,778</u>

ALL FUNDS:

FEDERAL TAX	\$	<u>324,552</u>
SOCIAL SECURITY TAX-MEDICARE TAX	\$	<u>671,857</u>
STATE TAX	\$	<u>156,219</u>
TOTAL	\$	<u>1,152,629</u>

BLUE CROSS INSURANCE	\$	<u>38,152</u>
NVA/NATIONAL VISION	\$	
BLUE CROSS DENTAL	\$	<u>47,198</u>
MESSA (VSP/MED/ LIFE)	\$	<u>903,007</u>
NATIONAL INSURANCE SVCS(L TERM DISABILITY	\$	<u>18,150</u>
RETIREMENT PAYROLL	\$	<u>3,091,775</u>

UTILITIES:

DTE ENERGY		<u>16,043</u>
CONSUMERS ENERGY	\$	<u>113,836</u>
BP ENERGY (FORMERLY EDE ENERGY) BULK FUEL	\$	<u>6,380</u>



Memorandum

To: Dr. Steve Matthews, Superintendent of Schools
From: Allison Clements, Executive Director of Business and Operations
Date: December 9, 2024
Subject: Consumers Energy Easement located at Rockford Freshman Center

A focus on facility enhancement is an essential component of the Rams XII Pillar 5 initiative. Rockford Public Schools' update to the Freshman Center requires Consumers Energy to secure permission from the District to cross a portion of 4500 Kroes Street NE to access electric facilities. Consumers Energy requires the District to complete and sign a standard right-of-way easement form.

The concept was presented to the Building and Site Committee on November 26, 2024.

The recommendation is to approve the resolution authorizing the Superintendent to execute the Easement Agreement.

ATC/jg

Rockford Public Schools, Kent County, Michigan (the "District").

A _____ meeting of the board of education of the District (the "Board") was held in the _____, within the boundaries of the District, on the _____ day of _____, 2024 at _____ o'clock in the ____m.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS, the District owns real property located at 4500 Kroes Street, N.E. within the Township of Plainfield, Kent County, Michigan, bearing a parcel identification number of 41-10-12-401-003 (the "District's Property"); and

WHEREAS, the District has received a request from Consumers Energy Company ("Consumers") to obtain an easement to access the District's Property to construct, operate maintain, inspect (including aerial patrol), survey, replace, reconstruct improve, remove, relocate, change the size of, enlarge, and protect a line of electric facilities, in, on, over, under, across, and through a portion of the District's Property, as more fully described in the Easement for Electric Facilities attached hereto and made a part hereof as Attachment "1" (the "Easement Agreement"); and

WHEREAS, the Board determined that it would be in the best interests of the District to grant Consumers an easement based upon the terms and conditions contained in the Easement Agreement; and

WHEREAS, the Board desires to authorize and direct Dr. Steve Matthews, the Superintendent of Schools of the District, or his designee, to execute the Easement Agreement, to make any revisions to the Easement Agreement not inconsistent with this resolution, and to grant the easement to Consumers, all of which shall be subject to review and approval by the District's legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby grants an easement to Consumers based on the terms and conditions contained in the Easement Agreement.

2. The Board authorizes and directs Dr. Steve Matthews, the Superintendent of Schools of the District, or his designee, to execute the Easement Agreement, to make any revisions to the Easement Agreement not inconsistent with this resolution, and to grant the easement to Consumers, all of which shall be subject to review and approval by the District's legal counsel.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

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

Secretary, Board of Education

GWV/ssw

ATTACHMENT "1"

Easement for Electric Facilities

(See attached)

EASEMENT FOR ELECTRIC FACILITIES

SAP# 1070345457
Design# 11667260
Agreement# M100000080393

ROCKFORD PUBLIC SCHOOLS, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, et seq., as amended, whose address is 350 North Main Street, Rockford, Michigan 49341 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the Township of Plainfield, County of Kent, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity. Consumers may attach additional lines outside the Easement Area, running laterally from a line within the Easement Area to the West edge of Owner's Land, in which event the Easement Area shall include a 30-foot-wide strip of land, being 15 feet on each side of each such lateral line.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: ROCKFORD PUBLIC SCHOOLS, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, et seq., as amended

Signature
By: Dr. Steven Matthews
Print name
Its: Superintendent of Schools
Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____, on the ____ day of _____, 2024 by Dr. Steven Matthews, Superintendent of Schools, Rockford Public Schools, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, et seq., as amended , on behalf of the district.

Notary Public

Print Name

County, _____
Acting in _____ County
My Commission expires: _____

PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:
Zachary Norwood
Consumers Energy Company
700 East Sternberg Road
Muskegon, MI 49441
ROW Manager: Adam Hillman

Prepared By:
Stacey Irwin, 0919/2024
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

REGISTER OF DEEDS OFFICE USE
ONLY
Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the Township of Plainfield, County of Kent, State of Michigan:

The Northwest 1/4 of the Southeast 1/4 of Section 12, Town 8 North, Range 11 West, except the North 50.00 feet.

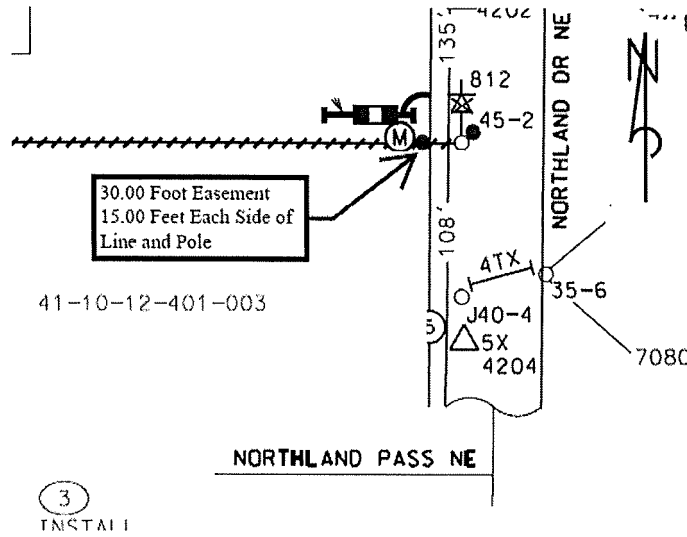
Also known as: 4500 Kroes Street Northeast, Rockford, Michigan 49341

Parcel ID: 41-10-12-401-003

EXHIBIT B

Easement Area

A 30.00-foot-wide strip of land, being 15.00 feet on each side of line and pole of the line constructed on Owner's Land, the line and pole to be located approximately as shown in the attached drawing.





Memorandum

To: Dr. Steven Matthews, Superintendent
From: Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources
Date: December 9, 2024
Subject: REVISED 2024-2025 HIGH SCHOOL EXTRA-DUTY WINTER COACHING RECOMMENDATIONS

SPORT	POSITION	NAME
SWIMMING (BOYS)	Diving Coach	Joshua Vickery



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: Dr. Steven Matthews, Superintendent
From: Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources
Date: December 09, 2024
Subject: 2024-2025 MIDDLE SCHOOL EXTRA-DUTY WINTER II COACHING RECOMMENDATIONS

SPORT	SCHOOL	POSITION	NAME
BASKETBALL (GIRLS)	East Middle	8 th Grade (A) Head Coach	Ryan DeKuiper
		8 th Grade (B) Head Coach	Hannah Davis
		7 th Grade (A) Head Coach	Tracy Ouellette
		7 th Grade (B) Head Coach	Jodi Ramos
	North Middle	8 th Grade (A) Head Coach	Mike Long
		8 th Grade (B) Head Coach	Jarad Smith
		7 th Grade (A) Head Coach	Daniel Derksen
		7 th Grade (B) Head Coach	Brian Barr
SWIMMING & DIVING (BOYS)	East/North Middle	Head Coach	Ethan Leach/Kevin Brown
		Diving Coach	POSTED
WRESTLING	East Middle	Head Coach	Joseph Carrel
		Assistant Coach	Tyler Glave
	North Middle	Head Coach	Caleb Wagner
		Assistant Coach	Dave Warrelman



Memorandum

To: Dr. Steve Matthews, Superintendent of Schools
From: Allison Clements, Executive Director of Business and Operations
Date: December 9, 2024
Subject: 2019 Bond 3rd Series

In 2019 the Rockford Community passed a \$174 million bond proposal that consisted of three series. The District previously issued the 1st and 2nd series of these bonds. The District is preparing to begin Phase III of the bond issue and has been working with the legal counsel and financial representatives in structuring the sale of the last series of bonds. This supports the Rams XII Pillar 5c under Facility Enhancement.

Ian Koffler, our attorney from Thrun Law Firm P.C., has prepared an authorizing resolution for the Board of Education to adopt for the issuance of the last series of bonds, delegating the sale of bonds, and other related matters. The designated financial consultant will be PFM Financial Advisors, LLC. This bond sale, not to exceed 38 million dollars, will be underwritten by Stifle, Nicolaus & Company, Incorporated.

The concept was presented to the Finance Committee on October 7, 2024. The concept and resolution were presented to the Building and Site Committee for review on Tuesday, November 26, 2024.

The recommendation is to approve the resolution to complete the sale of the 2019 Bond Series III.

ATC/jg

**ROCKFORD PUBLIC SCHOOLS
RESOLUTION AUTHORIZING THE ISSUANCE
AND DELEGATING THE SALE OF BONDS
AND OTHER MATTERS RELATING THERETO**

Rockford Public Schools, Kent County, Michigan (the "Issuer")

A regular meeting of the board of education of the Issuer (the "Board") was held in the _____, within the boundaries of the Issuer, on the 9th day of December, 2024, at _____ o'clock in the ____m. (the "Meeting").

The Meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

1. On May 7, 2019, the qualified electors of the Issuer voted in favor of bonding the Issuer for the sum of not to exceed One Hundred Seventy-Four Million Dollars (\$174,000,000), the proceeds to be used for the purpose of erecting, furnishing, and equipping a new elementary school building; erecting, furnishing and equipping additions to school buildings; remodeling, equipping and re-equipping, and furnishing and refurbishing school buildings; acquiring, installing, equipping or re-equipping school buildings for instructional technology; purchasing school buses; and acquiring, preparing, erecting, developing, improving, and equipping playgrounds, play fields, athletic fields and facilities, and sites (the "Project"); and

2. It has been determined by the Board of the Issuer that there be issued at this time bonds of the Issuer in an aggregate principal amount not to exceed Thirty-Eight Million Dollars (\$38,000,000); and

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The third and final series of bonds of the Issuer aggregating the principal sum of not to exceed Thirty-Eight Million Dollars (\$38,000,000) be issued for the purpose of paying costs of the Project and costs of issuance of the Bonds. The Bonds shall be designated 2025 School Building and Site Bonds, Series III (the "Bonds").

2. The Bonds shall be dated the date of delivery, or such other date as established at the time of sale; shall be fully registered bonds as to principal and interest; shall be numbered

consecutively in the direct order of maturity from 1 upwards; and shall bear interest at a rate or rates to be hereafter determined not exceeding the maximum rate permitted by law.

3. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined upon sale of the Bonds. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof and shall mature on May 1 in each year, in the final principal amounts determined upon sale, with interest thereon payable on November 1, 2025, or such other date as may be established at the time of sale, and semiannually thereafter on May 1 and November 1 in each year.

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

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

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

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

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

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

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

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

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

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

10. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2025 SCHOOL BOND DEBT RETIREMENT FUND (hereinafter referred to as the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

Commencing with the 2025 tax levy, there shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. When funds are borrowed from the School Loan Revolving Fund, such funds may be taken into consideration in arriving at the estimated required tax levy. Taxes required to be levied to meet the principal and interest obligations may be without limitation as to rate or amount, as provided by Article IX, Section 6, and Article IX, Section 16 of the Michigan Constitution of 1963.

11. From the proceeds of the Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2025 BOND ISSUANCE FUND (hereinafter referred to as the "BOND ISSUANCE FUND") and any balance remaining shall be deposited in a fund designated 2025 CAPITAL PROJECTS FUND (hereinafter referred to as the "CAPITAL PROJECTS FUND"). Moneys in the BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the CAPITAL PROJECTS FUND.

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

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

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

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

- A. File with the Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- B. Make application for municipal bond insurance if, upon advice of the Issuer's financial consultant, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.
- C. Execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents

of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

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

- A. the Underwriter discount shall not exceed \$7.50 per \$1,000 (0.75%); and
- B. the true interest cost rate on the Bonds shall not exceed 6%; and
- C. the maximum bond term shall not exceed 30 years; and
- D. the receipt of express written recommendation of the Issuer's financial consultant identified herein to accept the terms of the Bond Purchase Agreement.

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

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

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

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

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

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

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

24. The advance payment for the Project is approved, and monies are authorized to be advanced from monies on hand in the General Fund, which monies will be repaid to the General Fund from the proceeds of the Bonds when received. The Issuer shall reimburse the General Fund not earlier than the date on which the expenses are paid and not later than the later of:

- A. the date that is eighteen (18) months after the expenses are paid, or
- B. the date the Project is placed in service or abandoned, but in no event more than three (3) years after the expenses are paid.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

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

Secretary, Board of Education

IFK/baf

EXHIBIT A

[No.]
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF KENT
ROCKFORD PUBLIC SCHOOLS
2025 SCHOOL BUILDING AND SITE BOND, SERIES III
(GENERAL OBLIGATION - UNLIMITED TAX)

Rate Maturity Date Date of Original Issue CUSIP No.

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ROCKFORD PUBLIC SCHOOLS, COUNTY OF KENT, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on November 1, 2025, and semiannually thereafter on the first day of May and November of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the corporate trust office of _____, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

The Bonds, of which this is one, are the third and final series of bonds to be issued from a total amount of not to exceed \$174,000,000 authorized by the electors of the Issuer. The Bonds are of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$_____. The Bonds are issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended; Act 34, Public Acts of Michigan, 2001, as amended; a majority vote of the qualified electors of the Issuer voting thereon at an election duly called and held on May 7, 2019; and resolutions duly adopted by the Board of Education of the Issuer on December 9, 2024 and _____, 2025, for the purpose of authorizing issuance of the Bonds by the Issuer.

The series of Bonds of which this is one is issued for the purpose of erecting, furnishing, and equipping a new elementary school building; erecting, furnishing and equipping additions to school buildings; remodeling, equipping and re-equipping, and furnishing and refurbishing school buildings; acquiring, installing, equipping or re-equipping school buildings for instructional technology; purchasing school buses; and acquiring, preparing, erecting, developing, improving, and equipping playgrounds, play fields, athletic fields and facilities, and sites.

The Issuer has pledged its full faith, credit and resources for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable from ad valorem taxes, which may

be levied without limitation as to rate or amount as provided by Article IX, Section 6 and Article IX, Section 16 of the Michigan Constitution of 1963.

MANDATORY REDEMPTION

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

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

OPTIONAL REDEMPTION

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

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

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of

transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

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

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

IN WITNESS WHEREOF, Rockford Public Schools, County of Kent, State of Michigan, by its Board of Education, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its President and countersigned by the manual or facsimile signature of its Secretary as of _____, 2025, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

ROCKFORD PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN

Countersigned

By _____
Secretary

By _____
President

CERTIFICATE OF AUTHENTICATION

Dated:

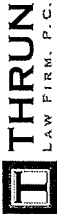
This Bond is one of the Bonds described herein.

(Name of Bank)

(City, State)

PAYING AGENT

By _____
Authorized Signatory



ASSIGNMENT

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

Dated: _____

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

Signature Guaranteed:

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

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

Name and Address: _____

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

EXHIBIT B

**FORM OF
CONTINUING DISCLOSURE AGREEMENT**

**§ _____
ROCKFORD PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN
2025 SCHOOL BUILDING AND SITE BONDS, SERIES III
(GENERAL OBLIGATION - UNLIMITED TAX)**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by Rockford Public Schools, County of Kent, State of Michigan (the “Issuer”), in connection with the issuance of its \$ _____ 2025 School Building and Site Bonds, Series III (General Obligation - Unlimited Tax) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the Issuer on December 9, 2024 and _____, 2025 (together, the “Resolution”). The Issuer covenants and agrees as follows:

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

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

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

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

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

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

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

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

“MSRB” shall mean the Municipal Securities Rulemaking Board.

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

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2025.

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

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

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

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 2025, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

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

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

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

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

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

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

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

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

SECTION 5. Reporting of Significant Events.

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

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

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

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

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

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

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

SECTION 6. Termination of Reporting Obligation.

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

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

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

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

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

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

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

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

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

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

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

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

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

ROCKFORD PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____, 2025

APPENDIX B

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

Name of Issuer: Rockford Public Schools, Kent County, Michigan
Name of Bond Issue: 2025 School Building and Site Bonds, Series III (General
Obligation - Unlimited Tax)
Date of Bonds: _____, 2025

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

ROCKFORD PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX C

SIGNIFICANT EVENT NOTICE COVER SHEET

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

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

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

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

Number of pages of attached significant event notice: _____

Description of Significant Events Notice (Check One):

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

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

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: (_____) _____

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

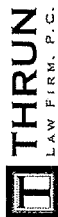


EXHIBIT C

Reset Form

Michigan Department of Treasury
3451 (Rev. 03-24)

Application No. SBL
41-210-4-K12-24-01

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

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

<small>Legal Name of School District</small> Rockford Public Schools	<small>District Code Number</small> 41210	<small>Telephone Number</small> 616-863-6555	
<small>Address</small> 350 N. Main St.	<small>City</small> Rockford	<small>County</small> Kent	<small>ZIP Code</small> 493411020
<small>Name of Person Responsible for Preparation of this Application</small> Allison Clements		<small>Title</small> Executive Director of Business and Operations	

CERTIFICATION

I, the undersigned, Secretary of the Board of Education, do certify hereby that the following constitutes a true and complete copy of a resolution adopted by the Board of Education of this School District, at a

regular or special meeting held on the 9 day of December, 2024

and that the meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act 267 of the Public Acts of 1976 (Open Meetings Act).

<small>Name of Secretary (Print or Type)</small> Christie Ramsey	<small>Signature of Secretary</small>	<small>Date</small>
--	---------------------------------------	---------------------

PARTICIPANTS

<small>Secretary, Board of Education</small> Christie Ramsey	<small>Superintendent of Schools</small> Dr. Steve Matthews
<small>Treasurer, Board of Education</small> Jake Himmelspach	<small>Architectural Firm</small> GMB Architecture + Engineering
<small>Bond Counsel</small> Thrun Law Firm, P.C.	<small>Construction Manager</small> Owens-Ames-Kimball Co.
<small>Financial Advisor</small> PFM Financial Advisors, LLC	<small>Paying Agent</small>
<small>Senior Underwriter</small> Stifel, Nicolaus & Company, Incorporated	

SALE TYPE

Competitive Bid
 Negotiated Sale

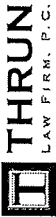
RESOLUTION

A meeting was called to order by _____, President.

Present: Members _____

Absent: Member _____

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



BACKGROUND

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

ACTION OF THE BOARD

1. The district hereby applies for final qualification of bonds by the State Treasurer for the purpose of:
 - Financing the school construction **and/or**
 - Refinancing existing debt as described in this application.
2. The bonds of the district qualified by the State Treasurer will conform to all the requirements of law pertaining generally to school bonds and specifically to school bonds qualified under Section 16, Article IX of the 1963 Michigan Constitution, Act 92, and Act 112, Public Acts of 1961, as amended.
3. Any moneys obtained through the sale of the qualified bonds of the district as herein proposed will be used only for the purpose of:
 - Financing the projects described in the application for the preliminary qualification of bonds numbered SBL 41-210-4-K12-24-01, including any changes that have been submitted to the State Treasurer and that are consistent with the approved ballot language, **and/or**
 - Refinancing existing qualified debt and for no other purpose unless such change of purpose is permitted by law and has the prior approval of the State Treasurer.
4. The district agrees to annually certify and levy its debt millage tax by filing an Annual Loan Activity Statement in accordance with the requirements of Act 92 and to determine the amounts, if any, to be borrowed from or repaid to the School Loan Revolving Fund ("SLRF"). The district agrees to deposit proceeds of debt millage upon receipt into an account established solely for debt service with the appointed banking institution as defined in Section 9. The district agrees to comply with the provisions of Act 92 governing the periodic recalculation of its millage, the adjustment of its millage levy when necessary, and the repayment of funds to the SLRF, where applicable.
5. The district agrees to enter into a loan agreement and file all necessary applications for qualified loans from the SLRF along with all supporting information for repayment to the SLRF within statutory application dates and in accordance with forms and procedures as prescribed by the State Treasurer. The (insert title of authorized school district official(s)) Superintendent / Executive Director of Business and Operations are/is authorized and directed to execute and deliver the loan agreement and any other documents that may be required by the loan agreement on behalf of the district. The district covenants to comply with the terms of any applicable qualified loan agreement it is now or may be a party to, including the provisions related to its millage levy.
6. The district agrees to take actions and refrain from taking actions as necessary to maintain the tax-exempt status of tax-exempt debt issued by the State of Michigan or the Michigan Finance Authority for the purpose of financing the School Bond Loan Fund or the School Loan Revolving Fund as defined in P.A. 227 of 1985, as amended.
7. The district agrees that if these bonds are issued as tax exempt bonds, it will use the proceeds of these bonds only for the purposes that are allowed for tax exempt bonds and that none of such proceeds will be used for more than the first advance refunding of any original bond issued after 1985, nor more than the second advance refunding of any original bond issued before 1986, and the district further agrees that proceeds of bonds issued as Qualified Zone Academy Bonds, Qualified School Construction Bonds, Build America Bonds or Recovery Zone Economic Development Bonds will only be used for the purposes that are allowed for such bonds.
8. The district agrees to use any funds borrowed from the SLRF only for the payment of principal and interest on qualified bonds that is immediately payable to bondholders and not to fund escrow or sinking funds.

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

Ayes: Members _____

Nays: Members _____

BOND DETAIL

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

For the purpose of erecting, furnishing, and equipping a new elementary school building; erecting, furnishing and equipping additions to school buildings; remodeling, equipping and re-equipping, and furnishing and refurbishing school buildings; acquiring, installing, equipping or re-equipping school buildings for instructional technology; purchasing school buses; and acquiring, preparing, erecting, developing, improving, and equipping playgrounds, play fields, athletic fields and facilities, and sites and paying the cost of issuing the bonds.

- 2. ELECTION DATA:

- a. Date of election: 05/07/2019
- b. Attach a copy of the Certified Official Canvass of Election (if not already on file).

- 3. FINAL MATURITY SCHEDULE:

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

- 4. DEBT AMOUNTS:

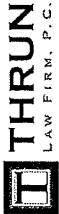
- a. Amount of this bond issue \$ _____
- b. Total amount of bonded debt prior to this issue \$ \$176,965,000
- c. Total amount of bonds being refunded \$ 0
- d. Total amount of proposed and existing debt (4a + b - c) \$ \$176,965,000

- 5. PROPERTY VALUATION: Taxable valuation as of this date \$ \$2,824,111,095

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

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

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





Memorandum

To: Board of Education
From: Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources
Date: December 9, 2024
Subject: Certified Staff Recommendations

Maryn Larson

Social Studies Teacher

Freshman Center



Memorandum

To: Board of Education Trustees
From: Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources
Date: December 4, 2024
Subject: New Superintendent Contract Language (Evaluation Appeal)

As you know, the State of Michigan codified new language regarding Superintendent Evaluation and this has a potential impact on the district's contract with Dr. Matthews.

The new language allows for an appeal process to be included in Superintendent contracts. After consultation with both the district's attorney and the BOE Human Resources Committee, the following language change is recommended for approval. This language, if approved, will allow Dr. Matthews to file an appeal on evaluation factors in accordance with state law.

Attached to this memo, you will find a copy of Dr. Matthews' current contract, with the recommended language in bold and underlined. Additionally, you can review the other language that was considered and ultimately rejected in lieu of the bold recommendation. That language can be seen in the contract as paragraphs with strikethroughs.

Please let me know if you have any questions about this recommended change in contract language for Dr. Matthews' current and prospective contracts.

ROCKFORD PUBLIC SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This **CONTRACT OF EMPLOYMENT** ("Contract") is entered by and between the BOARD OF EDUCATION OF ROCKFORD PUBLIC SCHOOLS, Kent County, State of Michigan (the "Board") and STEVE MATTHEWS (the "Superintendent") to be effective as of the date on which the Board approves the Contract.

STATEMENT OF FACTS

Superintendent has accepted an offer from the Board to work as the Superintendent of Rockford Public Schools ("the District"), beginning July 1, 2022. This Contract sets forth the terms and conditions of the employment relationship.

AGREEMENT

In consideration of the facts stated above and the mutual promises contained in this Contract, the Board and Superintendent agree as follows:

1. Term. Subject to the extension and termination provisions set forth below, the parties' obligations under this Contract shall take effect on July 1, 2022, and continue in force through at least June 30, 2025.

2. Extension. This Contract shall be automatically extended for successive periods of one year after each June 30, unless the Board provides notice by April 1 of that year that the Board does not intend to extend or renew the Contract. The Superintendent shall advise the Board in writing of this obligation during the month of February. Any period of extension of this Contract shall be paid at the same rate as is in effect at the time of the extension, unless the Board and Superintendent agree to a different rate of compensation, which would include job performance and job accomplishments as significant factors in determining the rate. Should the Board provide timely notice of its intention not to extend or renew the Contract, this Contract shall become a two-year agreement (and then a one-year agreement the following year) with no automatic extension or renewal provisions for the subsequent years. The decision not to extend or renew the Contract is within the sole discretion of the Board.

3. Qualifications. The Superintendent represents that he holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials,

continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

4. Assignment and Duties. The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. It is understood that the Board may revise, change, or modify the duties of the Superintendent at any time. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board to carry out the educational programs and policies of the School District for which he is responsible during the entire term of this Contract. The Superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the School District.

5. Compensation. The Board will compensate the Superintendent for his services in the manner provided below. All compensation may be subject to withholding for taxes and other deductions required by law.

- a. Salary. The Board agrees to pay the Superintendent during the term of this Contract a salary in the amount of Two Hundred Thirty-Five Thousand, Five Hundred Dollars and 00/100 (\$235,500.00) per year. The Superintendent's salary will be reviewed annually by the Board. Any salary adjustment must be mutually agreed upon by the Superintendent and the Board, and effectuated through a written amendment to this Contract before July 1. In considering any salary increases, the Board shall review the Superintendent's job performance and job accomplishments as significant factors in determining the rate.
- b. Annuity. Each school year during the Term of this Contract, the Board agrees to make a contribution toward the tax-deferred annuity of the Superintendent's choice, in the amount of Ten Percent (10%) of his current salary. The Superintendent will designate the annuity of his choice by providing written notice to the Assistant Superintendent of Finance. Annuity contributions will be made by June 30 of each year.
- c. Health and Life Insurance Coverage. The Superintendent shall be afforded the same insurance coverages as other central office administrators, as those coverages may change from time to time. The Superintendent shall contribute each month towards the cost of insurance through payroll deductions, in the same amount as other administrators electing the same coverage. The required contribution shall be made on a pre-tax, payroll deduction basis through the District's Section 125 flexible benefits plan and shall be

the amount necessary so that the contribution paid by Rockford Public Schools with respect to health coverage does not exceed the amount allowable under Michigan Public Act 152 of 2011, as amended. If the Superintendent elects to decline the insurance, then he will receive a cash in lieu payment equivalent to that received by other District administrators.

- d. Pension Payments. The Board shall pay MPSERS a sum based upon Superintendent's aggregate annual compensation as provided in paragraph 5(a),(b),(e),(f), which sum shall be paid in accordance with Public School Employees Retirement Act of 1979, as amended. The Superintendent acknowledges and agrees that the District's responsibility under this paragraph is only for making appropriate contributions, and the District has no responsibility or liability related to any determinations or payments made (or not made) by the Office of Retirement Services.
- e. Paid Time Off Benefits. The Superintendent shall be entitled to the following fringe benefits:
 - i. *Holiday Pay:* The Superintendent will receive holiday pay, at his *per diem* rate, for the same paid holidays designated for other 52 week employees. For purposes of this Contract, the *per diem* rate will be the Superintendent's current salary divided by 260.
 - ii. *Vacation, Personal and Sick Pay:* The Superintendent shall also be entitled to up to 25 vacation, 4 personal and 12 sick days each school year, which will be paid at the Superintendent's per diem rate. The Superintendent must notify the Board President before taking vacation and personal days. Vacation days are based on contract years, which begin on July 1 and end on June 30. The Superintendent can "cash out" up to ten (10) unused vacation days a year, which will be paid out at his *per diem* rate. Unused vacation and personal days do not carry over to the next year, and are not paid out at separation. Sick days will carry over to a maximum of 250 days, and any accrued, unused days will be paid out if he retires from the District, consistent with the terms and payout schedule that apply to other administrators at the time of the Superintendent's retirement. As of the date of this Contract, if there are fewer than 101 accrued sick days, they will be paid out at \$60 per day; if there are between 101 – 200 accrued sick days, they will be paid out at \$85 per day; and if there are over 200 accrued sick days, they will be paid out at \$105 per day.

- f. Merit Pay. The Board will establish the Superintendent's measurable goals in consultation with the Superintendent. On or before December 31 of each year, the Board will meet with the Superintendent to discuss his job performance and accomplishments. Merit pay shall be paid to the Superintendent for each year of active service under this Agreement if the Superintendent earns an evaluation rating of effective or highly effective. Any such merit pay shall be in an amount up to Two Thousand Dollars (\$2,000.00), payable on or before March 15.
- g. Longevity Pay. Each school year during the term of this Contract, on or before June 30, the Board will make a longevity payment to the Superintendent based upon the Superintendent's experience with the Rockford Public Schools and prior school districts. This longevity pay will be equal to 4% of the Superintendent's base annual salary and will increase 1% annually to a maximum of 6%, if the Superintendent receives an evaluation rating of "effective" or "highly effective." For the 2022-23 school year, the longevity payment will be Nine Thousand, Four Hundred Dollars and 00/100 (\$9,400.00).
- h. Moving Expenses. Although it is not required that the Superintendent reside within the School District, if the Superintendent elects to reside within the School District, the Board will pay his moving expenses, not to exceed Ten Thousand Dollars (\$10,000). To obtain reimbursement, the Superintendent must submit appropriate receipts to the Assistant Superintendent of Finance. The Superintendent shall promptly reimburse the Board for this expense payment in the event the Superintendent does not remain a resident of the School District during the period he is employed by the Board. Reimbursement will be paid to the Superintendent no later than March 15 immediately following the end of the calendar year in which the expense was incurred, provided the Superintendent has submitted appropriate receipts at least 30 days before that date.
- i. Professional Development. Subject to prior approval of the Board President, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or meal expenses for himself in relation thereto not prepaid by the Board. The annual budget for such conferences shall be set by the Board.

j. Organizations. The Board shall pay the Superintendent's membership and dues in appropriate regional, state and national professional organizations approved by the Board.

6. Outside Activities. The Superintendent may undertake non-district related activities (e.g. consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Board. If the Superintendent receives compensation for such activities, he will be required to use vacation time to cover the time missed from work. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance or the time necessary for the Superintendent's satisfactory performance of duties, the Board may require that the Superintendent cease some or all of such outside activities. In no case will the Board be responsible for any expense attendant to the performance of outside activities.

7. Evaluation. Annually, but no later than the last day of December of each year during the term of this Contract, the Board of Education shall review with the Superintendent his performance as Superintendent, consistent with MCL 380.1249, MCL 380.1249b and Board Policy. In the event the Board determines that the performance of the Superintendent is ineffective, the Board shall describe the reasons for its determination in writing. The evaluation shall include recommendations as to areas where the Board deems performance to be ineffective and an action plan addressing such areas. The Superintendent shall have the right to make a written response to the evaluation, which shall be attached to the Board's written evaluation.

To the extent required by MCL 380.1249b(1)(q), the Superintendent may appeal the evaluation process and rating received for his evaluation. Within ten (10) calendar days after the Board of Education issues its evaluation, the Superintendent may submit a written statement to the Board President setting forth the specific basis of the appeal.

~~{Option 1 – The Board President will distribute the Superintendent's appeal to the Board of Education, which will consider the written statement and decide whether to grant, modify, or deny the appeal at its next regular meeting. The decision of the Board of Education shall be final and binding on all parties involved and cannot be appealed.}~~

~~{Option 2 – The Board President will notify the Board of Education of the appeal, and then designate a third party to independently review and make a recommendation to the Board on whether to grant, modify, or deny the appeal. At the regular meeting following receipt of the third party's recommendation, the Board will decide whether to grant or deny the appeal. The decision by the Board shall be final and binding on all parties involved and cannot be appealed.}~~

{Option 3 – The Board President will notify the Board of Education of the appeal, and then designate a third party to independently review and make a determination on whether to grant, modify, or deny the appeal. The decision by the third party shall be final and binding on all parties involved and cannot be appealed.}

If the Superintendent fails to submit the appeal within the ten (10) calendar day designated time frame, the evaluation process and rating received for the Superintendent's evaluation is final and binding and cannot be appealed.

8. Medical Examination. The Board may, to the extent job related and consistent with business necessity, request that the Superintendent provide the Board with a report or reports of examinations by medical personnel for the purpose of determining that the Superintendent is capable of performing the essential job functions required by his assignment. Examinations necessary to obtain such report(s) shall be at Board expense. Examinations may include, but are not limited to, at the Board's option, history, physical examination, psychological or psychiatric evaluation, lab tests, x-rays or any other test requested by the Board for any lawful purpose. By executing this Contract, the Superintendent hereby authorizes the release of any medical information by such medical personnel to the Board and authorizes the Board and any of its agents to provide the medical personnel with any and all information concerning the Superintendent's employment and any other pertinent information they may have, personal or otherwise. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

The Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract.

9. Disability or Incapacity. In the event the Superintendent becomes mentally and/or physically incapable of performing the duties of his assignment, he shall be granted an initial leave of up to twelve (12) workweeks for purposes of recovery. The Superintendent shall exhaust any accumulated sick, personal and vacation time concurrently with this leave. The Board's contributions towards healthcare plan premiums shall be made on behalf of the Superintendent during this interval to the extent required by law. In order to utilize leave under this provision, the Superintendent shall obtain a medical certification form from the Assistant Superintendent of Human Resources, provide it to his healthcare provider for completion, and return the completed form to the Board (or its designee). To the extent permitted by law, the Board (or designee) may require a second opinion by a physician selected by the Board, at Board expense.

The Superintendent may request an extension of unpaid leave (usually of up to 90 business days) in the event he is physically and/or mentally unable to return to work at the expiration of the initial leave interval, provided that there is a reasonable likelihood that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. The Board may require a second opinion at its expense by a physician selected by the Board to the extent permitted by law. Any extensions of leave for this purpose shall be at the discretion of the Board.

Prior to the resumption of duties after an unpaid leave of absence for the Superintendent's own serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. To the extent permitted by law, a second opinion may be required by the Board, at its expense.

The Superintendent's employment is contingent upon being fit to fully perform the essential responsibilities of the position. In the event the Board determines that the Superintendent is not fit to fully perform his duties at the expiration of his leave, the Board may terminate this Contract, and it shall have no further obligations hereunder.

10. Suspension. Whether pending the procedures set forth in paragraph 11 or pending an investigation of the conduct of the Superintendent, the Board may, for a reason that is not arbitrary or capricious, direct that the Superintendent suspend all or any part of the performance of responsibilities and may assign the performance of such responsibilities to another person or persons. Such suspension of responsibilities shall be without loss of salary or other benefits under this Contract, until the Superintendent is either reinstated or terminated under this Contract.

11. Termination. The Board may terminate the Superintendent and this Contract at any time during its term or any extension for:

a. Just Cause. In the event the Board undertakes to discharge the Superintendent for just cause, the Board shall provide clear written notice to the Superintendent of the charges against him. For purposes of this subsection, "just cause" means "any act by the Superintendent of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or for any material breach of the terms and conditions of this Contract, but not for reasons that are arbitrary and capricious." Compliance with any federal, state or local law or regulation shall not be considered "just cause." If the Superintendent wishes to contest the charges, he shall respond in writing to each of the charges and may make a written request for a hearing before the Board within ten (10) days of his receipt of the charges. If the Superintendent does not contest the charges in the time and manner specified, the charges shall be considered admitted, and the Superintendent shall be considered to have waived any right to contest the charges. If requested by the Superintendent, a hearing before the Board will be scheduled at a time and place set by the Board not less than seven (7) days nor more than thirty (30) days after its receipt of the request. The hearing need not be conducted using formal trial or evidentiary procedures, but the Superintendent will be given an opportunity to address the charges. The Board shall notify the Superintendent of its decision in writing within fifteen (15) days of the close of the hearing or, if no hearing is requested, within fifteen (15) days of the Board's receipt of Superintendent's written response to the charges. If the Board, in its sole discretion, determines that the Superintendent was discharged for cause, the Board's decision shall be final and binding on the parties.

b. General.

1) In the event of termination of the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

2) Upon termination of the Superintendent during any fiscal/contract year, his salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. The Board shall remit any amounts due the Superintendent upon separation to him as soon as such amounts can diligently be determined.

3) Any salary amounts received by the Superintendent in excess of days actually worked during the fiscal/contract year shall be deducted from the Superintendent's remaining wages and Superintendent, by executing this contract, hereby gives his written consent for such deductions. The Superintendent shall remit any wage overpayments not recoverable by the Board through wage deduction to the Board within thirty (30) business days of separation from employment. If not paid in this matter, Superintendent agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s).

4) The standards for termination in Paragraph 11a of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

12. Tenure. It is mutually understood and agreed that this Contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative or teaching position in the District.

13. Hold Harmless. The District agrees that, to the extent it can legally do so, it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demands, claims, suits, actions, or legal proceedings brought against the Superintendent by or on behalf of the District, and any criminal proceedings brought against the Superintendent), in his individual capacity or in his official capacity as agents and employee of the District, provided the incident giving rise to the claim arose while the Superintendent was acting within the scope of his employment duties and did not arise out of any dishonest, fraudulent, criminal or malicious act or omission of the Superintendent.

14. Scope of Agreement. This Contract constitutes the entire agreement by and between the parties and supersedes all prior statements, written or oral, and any prior contracts between the Board and the Superintendent. There are no representations or promises other than as

set forth herein which have induced Superintendent to enter into this Contract. Superintendent agrees and understands that no employee or individual Board member is authorized to modify this Contract or enter into a new or different contract of employment. Modifications, additions or deletions to this Contract shall not be binding unless written, authorized by appropriate and lawful Board resolution, and signed by both parties. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

If, during the term of this Contract, a specific clause of the Contract is found to be illegal under state or federal law, the remainder of the Contract shall remain in full force and effect.

15. Savings Clause. If, during the term of this Contract, a specific clause of the Contract is found to be illegal under state or federal law, the remainder of the Contract shall remain in full force and effect.

16. Governing Law. This Contract shall be governed in accordance with the laws of the State of Michigan.

Dated: _____

Steve Matthews, Ph.D. Superintendent

ROCKFORD PUBLIC SCHOOLS

Dated: _____

By _____
Nick Reichenbach, 2022-23 President

Dated: _____

By _____
Timothy Lewis, 2022-23 Secretary



Fall Policy Committee Meeting

Date: October 31, 2024

Time: 8:00 AM

Location: Administration Building/Team Room

1. Welcome

2. Policy Discussion

3. Other Questions

4. Adjournment



Memorandum

To: Dr. Steven Matthews, Superintendent
From: Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources
Date: December 9, 2024
Subject: Fall 2024 Policies – Second Reading

With the Policy Committee’s approval, the following policy updates will be brought to the Board for a second reading on December 9, 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.



Rockford Public Schools

Quality Community – Quality Schools
Together Building a Tradition of Excellence

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 member~~ ~~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]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 member~~ ~~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]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]

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~~.

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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.
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- 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]

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~~[OR]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 () 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 Superintendent** 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** 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. The Superintendent shall present the proposals to the Board for approval **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 protected 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.~~ 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

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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
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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; ~~awards;~~
- 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. ~~200.1200.79~~ **200.1** 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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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
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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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2 C.F.R. 200.305

Book	Policy Manual
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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~~ **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 benefitted 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

Book	Policy Manual
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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 the for 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 ~~it 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 is less than 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 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 _____. 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~~ are 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 practical.
- 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 ~~offeror~~ 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) 4)~~ 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
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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 () 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.

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 costs 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 \$10,000,000 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 \$10,000,000 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~~ taken 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]**

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Cross References	po5500 - STUDENT CONDUCT
	po7540.03 - STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY
	po7540.04 - STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY

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"). and 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/s/he 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 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)¹

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 CJIS 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 CJIS. This level is designed for people who have physical and logical access to CJIS.
- 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., CHRISS Administrator)
- d. **Security Role:** This level is designed for personnel with the responsibility to ensure the confidentiality, integrity, and availability of CJIS 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 CHRISS 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:

	Physical - Hard Copy CHRI	Digital - Digitally Saved CHRI
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. [List name of video system if you have one.]	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:

- A. ~~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;
- 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;
- c. report any compromise of a device when the intrusion occurs while still in the owner's possession;
- 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.

¹Applicable 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



HUMAN RESOURCES COMMITTEE MEETING

8:00 a.m., Administration Office
November 8, 2024

Present: Jake Himmelspach, Kelley Freridge, Nick Reichenbach, Dr. Korie Wilson-Crawford,
Jill Avink (recorder).

SUMMARY	AGENDA ITEMS
Korie Wilson-Crawford welcomed everyone. Kelley Freridge called the meeting to order at 8:07 am	Welcome
Jake moved the approval of the November 8, 2024 meeting agenda. Nick Supported	Approval of 11/08/2024 agenda
Nick moved the approval of the October 7, 2024 minutes. Jake Supported	Approval of 10/07/2024 Minutes
The committee reviewed individual board responses and scores on the Superintendent evaluation rubric	Superintendent Evaluation
The committee discussed the evaluation appeal language provided by Miller Johnson and will recommend option #3 at the December board meeting.	Superintendent Contract
With the increase in medical insurance rates both REA and RESPA negotiated new medical plans for employees. This was on the November 11 th board agenda.	REA & RESPA Insurance Negotiations
The Administrator salary schedule was presented to the board at the November 11 th board meeting. More salary schedules and wage tables to follow.	Administrator Salary Schedule
Kelley Freridge adjourned the meeting at 9:23 am	Adjournment

cc: Board members
Central office administrators