JACKSON PUBLIC SCHOOLS
REGULAR BOARD OF EDUCATION MEETING
Jackson High School
December 16, 2025

AGENDA

6:00 pm Regular Meeting

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Approval of Agenda

5. Superintendent's Report
   - Outgoing Board Member Recognition
   - MDE Partnership Exit
   - Owners Rep Presentation
   - Construction Manager Presentation
   - Board Vacancy Interviews

6. Consent Agenda
   - 25-26-41 Minutes
   - 25-26-42 Human Resources
   - 25-26-43 Monthly Financial Report, November
   - 25-26-44 Bond Financial Report, November

7. **Citizens Requesting to Address the Board** *(Board Policy 0167.3) - this is an opportunity for any citizen present to address the Board on any item. The time limit is normally five (5) minutes, but the president or presiding officer may impose a shorter time limit if necessary. Attendees must register their intention to participate in the public participation portion of the meeting upon their arrival at the meeting.*

8. Discussion Items

9. Action Items
   - 25-26-45 Board Vacancy Appointment
   - 25-26-46 NEOLA Updates, Title IX, Vol 39 No 1, Edgar/UGG, 2nd Reading/Adoption
   - 25-26-47 25-26 Budget amendment #1
   - 25-26-48 Energy Projects RFP
   - 25-26-49 2025 Series 1 Bond Resolution

10. Board Comments

11. Calendar
    - December 22, 2025 - Winter break Begins
    - January 5, 2026 - School Resumes
    - January 19, 2026 - Martin Luther King Jr. Day, no school
    - January 20, 2026 - Organizational/Regular Meeting, JHS Media Center, 6:00 pm

12. Adjournment

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
December 16, 2025

ITEM: 25-26-41 SUBJECT: Minutes

FOR ACTION: Jeremy Patterson

STATEMENT OF THE ISSUE:

In accordance with Board policy, the minutes of the Board of Education must be approved by the Board.

RECOMMENDATION:

Administration recommends approval of the following minutes as presented:

November 18, 2025	Regular Board Meeting
December 3, 2025	Work Session
December 5, 2025	Finance/Facilities Meeting

JACKSON PUBLIC SCHOOLS
REGULAR BOARD OF EDUCATION MEETING
Jackson High School
November 18, 2025

The Board of Education of the Jackson Public Schools held a regular board meeting at 6:00 p.m. on November 18, 2025 at Jackson High School, 544 Wildwood Ave., pursuant to notice duly given.

Present: Alaina Sharp, Cheryl Simonetti, Marilyn Acton, Derek Dobies, Subba Reddy,Kesha Hamilton
Absent: Shalanda Hunt

Approval of Agenda

Motion by D.Dobies, supported by S. Reddy, to approve the agenda. Motion carried 6-0.

Superintendent's Report

Superintendent Patterson provided an update on the successful passage of the bond on November 4. He thanked the community for their strong support of Jackson Public Schools, noting that approximately 2,400 voters participated at the polls.

Julie Baker reported that we have successfully met the requirements to be released from Partnership District status. She also noted that Jackson High School has been designated as a Targeted Support School for one year.

Consent Agenda

The consent agenda consisted of the following items:

- 25-26-30 Minutes
- 25-26-31 Human Resources
- 25-26-32 Bond Financial Report, October

Motion by S.Reddy, supported by D.Dobies, to approve the consent agenda. Motion carried 6-0 unanimously.

Citizens Requesting to Address the Board

1. William Hastings

Discussion Items

25-26-33 NEOLA Updates, 1st Reading

No action required at this meeting. A recommendation for adoption will be made at the December meeting.

25-26-34 Energy Project; RFP

No action required at this meeting. A recommendation for adoption will be made at the December meeting.

Action Items

25-26-35 2026 Summer Property Tax Levy Resolution

Marcus stated that we are required each year to vote on when we will collect our taxes for the upcoming 2026 tax year.

Motion by C. Simonetti, supported by D. Dobies, to adopt the 2026 Summer Property Tax Levy Resolution as presented. Motion carried unanimously.

25-26-36 Monthly Financial Report, October

Motion by D. Dobies, supported by Subba Reddy, to approve the December 2025 Financial Report as presented. Motion carried unanimously.

25-26-37 Bond Extra Duty Contracts

Marcus explained that extra duty pay was provided during the 2018 bond cycle and noted that using an owner's representative would add additional costs.
A. Sharp stated that other school districts have utilized owner's representatives and questioned why this option is not being considered. She requested the opportunity to hear from an owner's representative and expressed that the funds used for extra bond duty pay could instead support teachers through additional staffing resources.
D. Dobies expressed support for paying employees extra duty, noting that doing so saves the district money and that staff are familiar with the buildings and operations.
C. Simonetti asked for clarification on what constitutes extra duty pay versus regular pay.
S. Reddy voiced full support for paying district employees for the additional bond-related work.
K. Hamilton shared that she has spoken with other board members who reported using owner's representatives for bond projects, adding that not considering this option could be a disservice to teachers.
M. Acton also expressed concerns, noting that she has received feedback from constituents regarding extra duty pay.

Motion by D.Dobies to table the bond extra duty contracts to the December meeting, support supported S.Reddy.Motion carried 4-2 (No- K.Hamilton and M.Acton)

25-26-38 MASB - Strategic Planning

Motion by D. Dobies, supported by Subba Reddy, to approve the MASB proposal for strategic planning be approved as presented.. Motion carried unanimously.

Board Comments

The Board members were given an opportunity to provide comments.

Calendar

- November 26-28, 2025 - Thanksgiving recess, no school
- December 3, 2025 - Board Work Session (Supt Evaluation), JCISD, Room 220, 6:00pm

- December 16, 2025 - Regular Meeting, JHS Media Center, 6:00 pm
- December 22 - January 2, 2026 - Winter Break, no school

Adjournment

Motion by D.Dobies, supported by S.Reddy, to adjourn the meeting at 7:42 pm. Motion carried unanimously.

_____

Cheryl Simonetti, Secretary

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION WORK SESSION
JCISD Room 220
December 3, 2025

The Board of Education of the Jackson Public Schools held a work session meeting at 6:00 p.m. on December 3, 2025 at JCISD, 6700 Browns Lake Road., pursuant to notice duly given.

Present: Cheryl Simonetti, Marilyn Acton, Derek Dobies, Subba Reddy
Absent: Alaina Sharp, Kesha Hamilton

Approval of Agenda

Motion by D.Dobies, supported by C. Simonetti, to approve the agenda. Motion carried 4-0.

Citizens Requesting to Address the Board

Action Items

25-26-39 Board President Resignation

Motion by C. Simonetti, supported by D. Dobies, to accept the resignation of board president Shalanda Hunt as presented. Motion carried unanimously.

Closed Session - Superintendent Evaluation

Motion by D. Dobies, supported by C.Simonetti, to enter closed session at 6:28 pm for the purpose of conducting the superintendent evaluation. Motion carried unanimously.

Motion by C. Simonetti, supported by S.Reddy, to return to open session at 8:23 pm. Motion carried unanimously.

The leadership rubric of the evaluation document was completed using the consensus method.

Action Items

25-26-40 Superintendent Evaluation

Motion by D. Dobies, supported by S.Reddy, to approve the Superintendent Evaluation as presented. Motion carried 4-0

Adjournment

Motion by D. Dobies, supported by S.Reddy, to adjourn the meeting at 8:25 pm. Motion carried unanimously.

_____

Cheryl Simonetti, Secretary

JACKSON PUBLIC SCHOOLS
Finance/Facilities Committee
Reynolds Hall
Meeting Minutes of 12/5/2025

Call to Order:

The meeting was called to order at 1:00pm by Subba Reddy.

Members Present:

Marilyn Acton, Cheryl Simonetti, Subba Reddy, Sam Barna (Baker Tilly), Jeremy Patterson, Marcus Leon, Julie Baker, Jessica Carter, Jessica Southwell, Carrie Putman, Todd Frey, Joe Boertman, Matt Farhat

Approval of Agenda and Minutes:

The agenda for today's meeting and the minutes from the 10/6/2025 meeting were approved.

Finance Update:

The check registers for October and November were presented and all questions have been answered.

Sam Barna from Baker Tilly presented for the group information on services they can provide as an Owners rep on our 2025 bond project. Their main base costs include reviewing change orders, monitoring construction timing to budget, reviewing construction contract terms, tracking budget to actual construction cost reporting, attending bi-weekly OAC meetings and communicating monthly results to stakeholders. Their main role is from a financial perspective to help districts save on costs. Total cost of this service over 72 months would be $609,800. This does not include construction or professional trades on-site review of ongoing projects. That would be an additional cost. More discussion will occur at the December BOE meeting.

The 2025 Series 1 Bond Resolution was provided by our bond attorney from Miller Canfield. The BOE must authorize the district to sell the bonds on market. An underwriter has been established, and the sale will deliver funds sometime around March. Approval of the resolution will be sought at the December BOE meeting.

Extra duty contracts were discussed. The district provided a listing of projects that the district team was successful in providing cost savings and added value to the bottom line of our bond funds. An FAQ document was also drafted to provide more information on common questions about extra duty contracts. Some supplementary information was also shared with the group about extra duty contracts already in place for other groups in the district. A new payout structure for extra duty was also presented. More discussion will occur at the January BOE meeting.

The Budget Amendment #1 was presented. This is the first budget amendment of the year. Since budget adoption in June, we now have a State budget and our fall count has been completed. The current

projected deficit from adopted has been reduced to about 1.7 million dollars. The amended budget will be presented for approval at the December BOE meeting.

There was discussion about the need for a new articulating boom lift as the current one owned by the district is no longer usable. The current lift is more than 20 years old, and the motor has gone out permanently. The district has searched for replacement parts, but they are unavailable for this type of machinery at this age. The lift is used for numerous projects around the district. The Committee agreed that purchasing new is likely our best-case scenario. An RFP would need to be conducted for this purchase. More information will be provided later.

Adjournment:

The meeting was adjourned at 2:25 pm; next meeting will be January 29th, at 1 pm; Reynolds Hall

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
December 16, 2025

ITEM: 25-26-42 SUBJECT: Human Resources

FOR ACTION: Human Resources

STATEMENT OF THE ISSUE:

New Hires

Rylie Avery has been hired to teach Kindergarten at Sharp Park Academy. She received her Bachelor's degree from Ferris State University.

Nicholas Dent has been hired to teach social studies at Jackson High School. He received his Master's degree from Michigan State University.

Kameron Lewis has been hired to teach Special Education at Jackson High School. He received his Bachelor's degree from Siena Heights University.

Lily Moore has been hired to teach 2nd grade at Dibble Elementary School She received her Bachelor's degree from Eastern Michigan University.

Resignations

Julie Burke has resigned from the district effective December 1, 2025. She taught 1st grade at Sharp Park Academy.

Retirements

Tammy Harshman-Bosom will retire from the district effective December 31, 2025. She has been with the district since September 2023. She taught special education at Northeast.

Erica Simpson will retire from the district effective December 31, 2025. She has been with the district since October 2005. She worked at Wilson, Northeast, Hunt, Frost and Cascades for the last 11 years.

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
December 16, 2025

ITEM: 25-26-43 SUBJECT: Monthly Financial Report, November

FOR ACTION: Mr. Marcus Leon

STATEMENT OF THE ISSUE:

The November Financial Report has been prepared.

Overall, revenues at 33%, are higher than the expected revenues of 30% through the same time period last year. This is due mainly to strong tax collection rates, and an increase in State Aid. Current overall expenses at 30% are lower than the expected expenses of 32% through the same time period last year. Most categories are tracking to budget. Currently the district has spent approx. $2.3 million less than the same time period last year, while revenues are up approx $1.2 million over the same time period last year.

RECOMMENDATION:

The administration recommends approval of the November 2025 Financial Report as presented.

JACKSON PUBLIC SCHOOLS

Revenues and Expenditures for the Five Month Period
Ending November, 2025

	Prior Year Ending	Current Year Budget	Prior Year to Date Actual	Current Year to Date Actual	% YTD	% Prior YTD	
REVENUES:							
Local Revenues	13,314,888	13,896,445	10,620,420	12,255,662	88%	80%	Strong tax collection
State Revenues	53,923,817	50,827,986	10,990,611	11,011,378	22%	20%	Includes 24/25 deferred revenue approx $1million
Federal	4,190,058	3,412,712	515,766	151,905	4%	12%	
Transfer-In	3,253,232	3,771,824	74,007	19,662	1%	2%	
TOTAL REVENUE	74,681,995	71,908,967	22,200,805	23,438,607	33%	30%	
EXPENDITURES:							
Instruction							
Elementary	17,660,148	17,036,076	4,919,432	4,250,258	25%	28%	
Middle School	5,545,797	5,001,843	1,566,338	1,164,118	23%	28%	
High School	9,644,526	8,947,435	2,636,224	2,442,291	27%	27%	
Summer Programs	362,205	210,288	177,027	7,003	3%	49%	
Special Education	7,907,459	8,250,368	2,232,465	2,329,541	28%	28%	
Compensatory Education	2,873,187	3,087,229	791,263	773,457	25%	28%	
Vocational Education	7,445	7,483	2,133	2,026	27%	29%	
Total Instructional	44,000,767	42,540,722	12,324,882	10,968,695	26%	28%	
Support Services							
Pupil Support	3,188,321	3,042,324	922,064	807,850	27%	29%	
Instructional Support	2,749,922	1,567,722	1,004,041	584,028	37%	37%	
Executive Administration	853,788	598,056	332,880	259,982	43%	39%	
School Administration	5,315,450	4,301,498	1,764,793	1,400,368	33%	33%	
Business Services	1,387,749	1,506,207	685,411	712,144	47%	49%	
Maintenance & Operations	7,578,122	7,847,712	3,009,914	2,716,357	35%	40%	
Transportation	4,840,271	4,719,906	1,282,835	1,697,105	36%	27%	PY benefits billed/paid in 25-26
Central Services	1,850,340	1,749,105	735,558	680,886	39%	40%	
Technology	2,456,330	2,840,368	1,766,925	1,288,230	45%	72%	
Athletics	1,135,583	1,128,673	514,934	538,361	48%	45%	
Other Support	979,468	125,250	85,498	(12,686)	-10%	9%	Workers comp bill to be recorded
Total Support Services	32,335,344	29,426,821	12,104,853	10,672,625	36%	37%	
Community Activities	1,439,902	1,872,957	213,413	168,844	9%	15%	
Site & Building Improvements	67,521	70,000	38,862	19,087	27%	58%	
Transfers-Out	64,024	-	13,364	479,745	0%	0%	EV bus pmt. To be adjusted with amendment.
TOTAL EXPENDITURES	77,907,558	73,910,500	24,695,374	22,308,996	30%	32%	
Excess of Revenues, over Expenditures	(3,225,562)	(2,001,533)	(2,494,569)	1,129,611			

Foundation	9,608.00	10,050.00
State Aid Membership	4,866.00	4,866.00

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
December 16, 2025

ITEM: 25-26-44 SUBJECT: 2018 Bond cost report, November

FOR ACTION: Mr. Marcus Leon

STATEMENT OF THE ISSUE:

The 2018 Bond Financial Report details expenditures through the month of November, 2025

RECOMMENDATION:

The administration recommends approval of the November Bond Financial Report as presented.

Jackson Public Schools

2018 Bond Issue Projects - Overall
For Period Ending 11/30/2025

Contractor	Original Bid	Change Orders	Contract Amount	Payments to date	Balance Owed	Budget	**Over(Under) Budget**	percent allocated
TMP Architecture	4,067,528.00	112,077.51	4,179,605.51	4,179,605.51	-	4,179,605.51	**-**	100.00%
CSM Group - Const Mgr	4,095,128.00	873,481.00	4,968,609.00	4,968,609.00	-	4,968,609.00	**-**	100.00%
Other items / Reimbursables	141,005.86	332.65	141,338.51	141,338.51	-	(811,578.51)	**952,917.02**	-17.42%
Bond Fees/Costs	445,596.87	-	445,596.87	445,596.87	-	774,681.00	**(329,084.13)**	57.52%
Buses	1,970,057.86	-	1,970,057.86	1,970,057.86	-	2,000,000.00	**(29,942.14)**	98.50%
Cascades Elem.	13,908,312.70	461,465.39	14,369,778.09	14,323,358.79	46,419.30	16,794,051.00	**(2,424,272.91)**	85.56%
Dibble Elem.	4,374,664.56	422,619.98	4,869,931.54	4,846,939.84	22,991.70	5,050,118.00	**(180,186.46)**	96.43%
Hunt Elem.	4,394,730.13	(8,093.79)	4,461,679.34	4,423,986.51	37,692.83	4,881,974.00	**(420,294.66)**	91.39%
Hunt Parking Lot	444,215.65	48,505.95	492,721.60	487,410.60	5,311.00	598,406.00	**(105,684.40)**	82.34%
Northeast Elem.	4,207,984.65	(53,619.79)	4,154,364.86	4,143,775.85	10,589.01	4,580,373.00	**(426,008.14)**	90.70%
Lewis Elem.	8,241,180.28	416,915.87	8,876,829.15	8,871,546.96	5,282.19	8,611,501.00	**265,328.15**	103.08%
Sharp Park Elem.	5,941,415.99	540,293.23	6,818,426.22	6,647,805.97	170,620.25	4,518,365.00	**2,300,061.22**	150.90%
Montessori	1,058,237.16	43,405.00	1,126,319.16	1,101,970.65	24,348.51	2,048,140.00	**(921,820.84)**	54.99%
Parkside	9,524,593.31	1,268,296.17	10,792,889.48	10,648,615.58	144,273.90	11,468,141.00	**(675,251.52)**	94.11%
High School	19,265,937.99	756,039.88	20,021,977.87	19,993,294.52	28,683.35	19,643,398.00	**378,579.87**	101.93%
High School Phase 3	3,769,575.88	315,472.38	4,085,048.26	4,024,407.89	60,640.37	4,911,132.07	**(775,565.00)**	83.18%
Total	85,850,164.89	5,197,191.43	91,775,173.32	91,218,320.91	556,852.41	94,216,916.07	**(2,391,223.94)**	97.41%

	Estimated	Actual
Bond Proceeds	86,740,000.00	87,008,281.00
Interest Income	1,504,681.00	5,682,392.16
	88,244,681.00	92,690,673.16

LOCAL CONTRACTS AWARDED $ 24,210,324

*** Local = within 40 miles of Jackson

TOTAL SPEND % **98.41%**

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
December 16, 2025

ITEM: 25-26-45 SUBJECT: BOE Appointment

FOR ACTION: Jeremy Patterson

STATEMENT OF THE ISSUE:

In accordance with Board Policy po0142.5, a Board vacancy must be filled within 30 days of a member's resignation. Any individual elected or appointed to fill the vacancy is required to file an acceptance of office and will serve until the next regular school election.

RECOMMENDATION:

Administration recommends appointing a new Board of Education member to fill the vacant position.

SCHOOL BOARD MEMBER
ACCEPTANCE OF OFFICE AND OATH OF OFFICE

Within 5 business days after the certification of a school board election, the school district's "election coordinator" is required to issue a "Certificate of Election" to each elected candidate. Within 10 business days after the issuance of the certificate, the newly elected candidate is required to file an "Acceptance of Office" with the secretary of the school board. The secretary of the school board is required to forward a copy of the "Acceptance of Office" to the school district's election coordinator. (MCL 168.308 and 309)

Before entering upon the duties of his or her office, an elected school board member must take and file the oath provided in Article XI, Section 1, of the State Constitution. (MCL 168.310(1)) The oath is filed with the secretary of the school board.

ACCEPTANCE OF OFFICE

I do hereby accept the office of Member of the Board of Education of _____,
(LEGAL NAME OF SCHOOL DISTRICT)

Michigan. Dated _____, 20_____. _____
SIGNATURE

CONSTITUTIONAL OATH OF OFFICE

STATE OF MICHIGAN)
) SS
County of _____)

I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of this State, and that I will faithfully discharge the duties of the office of Member of the Board of Education of _____ according to the best of my ability.
(LEGAL NAME OF SCHOOL DISTRICT)

_____
Signature

_____
Name Printed or Typed

Sworn to and subscribed before me this day of 20

_____ *
Signature

_____ *
Title

_____ *
Name Printed or Typed

Subscribed and sworn to by _____
before me on the_____day of _____, _____

_____
Signature of notary public

Name of Notary _____
Notary Public, State of Michigan, County of _____
My commission expires _____
Acting in the County of _____

* This information is requested if Oath of Office is taken before someone other than a notary public.

(October 2009)

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
December 16, 2025

ITEM: 25-26-46

SUBJECT: NEOLA Updates, Vol 40 No.1, 2nd Reading

FOR DISCUSSION: Jeremy Patterson

STATEMENT OF THE ISSUE:

Several times per year, NEOLA provides updates to districts when laws change or new information becomes available that needs to be considered.

The policy committee met on November 5, 2025 to review the following:

- Vol. 40, No 1
- Vol. 40, No 1; nondiscrimination

RECOMMENDATION:

Administration recommends approval of the policies as presented.

Book	Policy Manual
Section	Vol. 40, No. 1 - September 2025 MI Update Board Revisions
Title	Copy of GRADUATION REQUIREMENTS
Code	po5460 - JP/CH/BOE COMMITTEE 20251105 - PER COMMITTEE MEETING DISCUSION
Status	
Adopted	July 13, 2015
Last Revised	May 20, 2025

Revised Policy - Vol. 40, No. 1

5460 - **GRADUATION REQUIREMENTS**

It shall be the policy of the Board of Education to acknowledge each student's successful completion of the instructional program or a personal curriculum appropriate to the achievement of District goals and objectives as well as personal proficiency, by the awarding of a diploma at graduation ceremonies.

The Board shall annually notify each of its students and a parent or legal guardian of each of its students that all students are entitled to a personal curriculum. The annual notice shall include an explanation of what a personal curriculum is and state that if a personal curriculum is requested, the public school or public school academy will grant that request. The District shall provide this annual notice to parent and legal guardians by sending a written notice to each student's home or by including the notice in a newsletter, student handbook, or similar communication that is sent to a student's home, and also shall post the notice on the District website.

[X] The Superintendent is authorized to provide each student in grade twelve (12) and the parent of each student in grade twelve (12) a notice regarding the existence of the Free Application for Federal Student Aid ("FAFSA") and a description of the process, benefits, and requirements of completing the FAFSA. This notice also shall include approximate annual tuition costs of each State educational institution of higher education in Michigan and State scholarships, grants, or other assistance available to students in Michigan. The Superintendent may use the model notice prepared by the Commission of Higher Education or develop a local notice containing the required information.

Beginning with the Class of __2027~~6~~__, each student in grade twelve (12) shall be required to complete one (1) of the following:

A. a Free Application for Federal Student Aid ("FAFSA");

B. a District waiver form indicating that the student and family understand what these aid opportunities are and has chosen not to complete an application;

   If the student is not at least eighteen (18) years of age or legally emancipated, the student's parent/guardian must complete one (1) of these documents on the student's behalf.

C. school or District exemption that certifies to the Board that good-faith efforts were made to assist the student or the student's parent/guardian in either completing the FAFSA or obtaining a District waiver.

The District shall exempt a student from the requirement to complete the FAFSA if any of the following are met:

A. The student's parent or legal guardian, or the student if the student is eighteen (18) years of age or older, is an emancipated minor, or is an unaccompanied youth, has submitted a parental waiver (obtained by a standard form provided by MiLEAP) to the District exempting the student from completing the FAFSA.

B. The student is unable to complete the FAFSA because of privacy concerns.

C. All of the following are met:

1. After a good-faith effort, the student's parent or legal guardian refuses to sign the parental waiver, is unresponsive, or cannot sign the parental waiver.
2. The student is unable to complete the FAFSA as an independent student.
3. The student agrees to opt out of completing the FAFSA.
4. Other than the requirements in subsection (2) of Sec. 67f of Public Act 120 of 2024, the student is on track to graduate.

[END OF OPTION]

The Board shall award a regular high school diploma to every student enrolled in this District who meets the requirements of graduation established by this Board, the Michigan Department of Education (MDE), and as provided by State law.

Credit may be earned by:

A. traditional course work;

B. demonstrating mastery of subject area content expectations or guidelines for the credit;

C. related course work in which content standards are embedded;

D. non-traditional course work;

E. independent teacher-guided study;

F. testing out;

G. dual enrollment;

H. advanced placement courses;

I. international baccalaureate or other "early college" programs; or

J. Michigan Department of Education ("MDE")-approved formal career and technical (CTE) program or curriculum;

K. on-line class.

Students shall successfully complete an on-line course or learning experience OR shall have the on-line learning experience incorporated into each of the required credits of the Michigan Merit Curriculum.

Special education students who properly complete the programs specified in their I.E.P., or in a personal curriculum, meet the requirements for a high school diploma, and have received the recommendation of the I.E.P.C. may participate in graduation activities as recommended by the student's I.E.P.C. Reasonable accommodation shall be made for students with disabilities, as defined under State or Federal law, to assist them in taking any required tests or assessments for graduation.

For State-mandated curriculum requirements, a student shall be granted credit toward graduation if the student successfully completes the subject area content expectations or guidelines developed by the department that apply to the credit. A student may also receive credit if the student earns a qualifying score, as determined by the State on the assessments developed or selected for the subject area by the State or the student earns a qualifying score, as determined by the District on one (1) or more assessments developed or selected by the School District that measure a student's understanding of the subject area content expectations or guidelines that apply to the credit. For subject areas and courses in which a final examination is used as the assessment for successful attainment of the subject area content, a grade of C+ or better is required.

The Board shall grant credit toward high school graduation for any student who successfully completes, prior to entering high school, a State-mandated curriculum requirement, provided the studentcompletes the same content requirements as the high school subject area, and the student has demonstrated the same level of proficiency on the material as required of the high school students.

For elective courses, which are not State-mandated curriculum requirements, the Board shall grant credit to any high school student who is not enrolled in the course, but has exhibited a reasonable level of knowledge of the subject matter of the course by achieving C+ or better in the final exam for the course, or, if there is no final exam, through the basic assessment used for the course, which may consist of a portfolio, paper, project, presentation, or other established means.

Such credit shall be counted toward the required number of credits needed for graduation. Mastery credits shall be counted toward any subject area requirement and any course sequence requirement. Once mastery credit is earned in a subject area, a student may not receive further credit for a lower sequence course in the same subject area.

A high school student shall be granted credit in any foreign language not offered by the District providing the student meets the competency criteria established by the Superintendent.

A high school student shall be granted credit for completion of an internship or work experience that meets all of the requirements of MCL 380.1279h, subject to the Board's right to deny credit for the reasons and in the manner set out in MCL 380.1279h. The appeal rights set out in this statute apply in the event of a denial.

The career and technical education credits may include work-based learning by a student working at a business or other work setting with appropriate oversight by the District over the student's experience and learning in the work setting in which the work-based learning occurs.

Commencement exercises will include only those students who have successfully completed requirements as certified by the high school principal. No student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure. A student may be denied participation in the ceremony of graduation, however, when personal conduct so warrants.

Revised 12/15/15
Revised 12/10/18

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Legal

M.C.L. 380.1166, 380.1278a(1), 380.1278a(2), 380.1278a(4)(c), 380.1279b

M.C.L. 380.1278d, 380.1279h

20 U.S.C. 1400 et seq.

20 U.S.C. 1401 et seq.

29 U.S.C. 794

42 U.S.C. 12131 et seq.

Book	Policy Manual
Section	Vol. 40, No. 1 - September 2025 MI Update Board Revisions
Title	Copy of BULLYING AND OTHER AGGRESSIVE BEHAVIOR TOWARD STUDENTS
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Last Revised	June 19, 2017

Revised Policy - Vol. 40, No. 1

5517.01 - **BULLYING AND OTHER AGGRESSIVE BEHAVIOR TOWARD STUDENTS**

It is the policy of the District to provide a safe and nurturing educational environment for all of its students.

The Board of Education recognizes that a school that is physically and emotionally safe and secure for all students and staff will be better able to promote good citizenship, increase attendance and engagement, and support academic achievement. The Board expects students and staff to conduct themselves in a manner that promotes positive relationships and school climate, with a proper regard for the rights and welfare of other students, school staff, volunteers, and contractors.

This policy protects all students from bullying/aggressive behavior regardless of the subject matter or motivation for such impermissible behavior.

Bullying or other aggressive behavior toward a student, whether by other students, staff, or third parties, including Board members, parents, guests, contractors, vendors, and volunteers, is strictly prohibited. This prohibition includes written, physical, verbal, and psychological abuse, including hazing, gestures, comments, threats, or actions, including electronically transmitted acts, to a student, which cause or threaten to cause bodily harm, reasonable fear for personal safety, or personal degradation.

Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying is expected of administrators, faculty, staff, and volunteers to provide positive examples for student behavior.

This policy applies to all "at school" activities in the District, including activities on school property, in a school vehicle, or at any time or place where a child's immminent safety or over-all well-being may be at issue, and those occurring off school property, if the student or employee is at any school-sponsored, school-approved or school-related activity or function, such as field trips or athletic events where students are under the school's control, or where an employee is engaged in school business. Misconduct occurring outside of school may also be disciplined if it interferes with the school environment.

Notification
Notice of this policy will be **annually** circulated to and posted in conspicuous locations in all school buildings and departments within the District and discussed with students, as well as incorporated into the teacher, student, and parent/guardian handbooks. State and Federal rights posters on discrimination and harassment shall also be posted at each building. All new hires will be required to review and sign off on this policy and the related complaint procedure.

Parents or legal guardians of the alleged victim(s), as well as of the alleged aggressor(s), shall be promptly notified of any complaint or investigation as well as the results of the investigation to the extent consistent with student confidentiality requirements. A record of the time and form of notice or attempts at notice shall be kept in the investigation file.

To the extent appropriate and/or legally permitted, **confidentiality** will be maintained during the investigation process. However, a proper investigation will, in some circumstances, require the disclosure of names and allegations. Further, the appropriate authorities may be notified, depending on the nature of the complaint and/or the results of the investigation.
Reporting

~~TheNo later than May 30, 2015, the~~ District shall submit to the Department of Education a copy of this Policy.

The District shall report incidents of bullying to the Department of Education on an annual basis according to the form and procedures established by the Department of Education.

Should this Policy be amended or otherwise modified, the District shall submit a copy of the amended or modified Policy to the Department of Education no later than thirty (30) days after adopting the modification.

Implementation

The Superintendent is responsible to implement this policy, and may develop further guidelines, not inconsistent with this policy.

This policy is not intended to and should not be interpreted to interfere with legitimate free speech rights of any individual. However, the District reserves the right and responsibility to maintain a safe environment for students, conducive to learning and other legitimate objectives of the school program.

Procedure

Any student who believes they have been or ~~are/he has been or is~~ the victim of bullying, hazing, or other aggressive behavior should immediately report the situation to the Principal or assistant principal. The student may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate administrator or Board official. Complaints against the building principal should be filed with the Superintendent. Complaints against the Superintendent should be filed with the Board President.

A student may also submit a report or complaint to any of the above designated individuals through email, voicemail, regular mail or by leaving a sealed note addressed to the individual at that person's office or desk. The student may submit a report or complaint anonymously, but this may affect the ability to fully investigate the matter, when the complaining student is not available to provide additional information during the course of the investigation.

The identity of a student who reports bullying, hazing or aggressive behavior, as well as those students who provide information during an investigation will remain confidential to the extent possible and to the extent allowable by law. Only school personnel directly involved in the investigation of the complaint or responsible for remedying any violations will be provided access to the identity of the complaining student(s) and student witnesses, and then only to the extent necessary to effectively deal with the situation.

The identity of the student who files the report or complaint will not be voluntarily shared with the alleged perpetrator(s) or the witnesses unless the student (and the student's~~his/her~~ parent/guardian) give written permission to do so. Any investigation report will likewise not be voluntarily produced with the names of the reporting student(s) or witnesses. However, under certain circumstances, the District may be required by law to disclose the report and/or the student(s) names. Also, under certain circumstances, the identity of the reporting student may become obvious even without disclosure by school personnel.

Every student is encouraged, and every staff member is required, to report any situation that they believe to be aggressive behavior directed toward a student. Reports shall be made to those identified above. While reports may be made anonymously, formal disciplinary action may not be taken solely on the basis of an anonymous report without other corroborating evidence.

The Principal (or other designated administrator) shall promptly investigate and document all complaints about bullying, aggressive or other behavior that may violate this policy. The investigation must be completed as promptly as the circumstances permit after a report or complaint is made.

If the investigation finds an instance of bullying or aggressive behavior has occurred, it will result in prompt and appropriate remedial action. This may include up to expulsion for students, up to discharge for employees, exclusion for parents, guests, volunteers and contractors, and removal from any official position and/or a request to resign for Board members. Individuals may also be referred to law enforcement or other appropriate officials.

If, during an investigation of a reported act of harassment, intimidation, and/or bullying/cyberbullying, the Principal or appropriate administrator believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying and/or harassment to one of the Anti-Harassment Compliance Officers so that it may be investigated in accordance with the procedures set forth in Policy 5517 - Anti-Harassment.

The individual responsible for conducting the investigation shall document all reported incidents and report all verified incidents of bullying, aggressive or other prohibited behavior, as well as any remedial action taken, including disciplinary actions and referrals, to the Superintendent. The Superintendent shall submit a compiled report to the Board on an annual basis.

Non-Retaliation/False Reports

Retaliation or false allegations against any person who reports, is thought to have reported, files a complaint, participates in an investigation or inquiry concerning allegations of bullying or aggressive behavior (as a witness or otherwise), or is the target of the bullying or aggressive behavior being investigated, is prohibited and will not be tolerated. Such retaliation shall be considered a serious violation of Board policy, independent of whether a complaint of bullying is substantiated. Suspected retaliation should be reported in the same manner as bullying/aggressive behavior.

Making intentionally false reports about bullying/aggressive behavior for the purpose of getting someone in trouble is similarly prohibited and will not be tolerated. Retaliation and intentionally false reports may result in disciplinary action as indicated above.

Prevention/Training/Restorative Practices

The District shall provide a minimum of annual training for school employees and volunteers who have significant contact with students on school policies and procedures regarding bullying and harassment to help promote a positive school climate. Training will provide school employees with a clear understanding of their roles and responsibilities and the necessary skills to fulfill them. (Examples of appropriate trainings include, but are not limited to, age-appropriate strategies to prevent bullying; age-appropriate strategies for immediate, effective interventions to stop incidents; internet safety issues as they relate to cyberbullying; and fostering an understanding of and respect for diversity and difference).

The Superintendent shall establish a program or other initiatives involving school staff, students, clubs or other student groups, administrators, volunteers, parents, law enforcement, community members, and other stakeholders, aimed at the prevention of bullying or other aggressive behavior.

The District shall implement a comprehensive health education curriculum, within the Whole School, Whole Community, Whole Child framework, to help students attain skills and knowledge vital to school success, a productive and healthy workforce, and good citizenship. Critical skills include anticipating consequences of choices, making informed decisions, communicating effectively, resolving conflicts, and developing cultural competency. ~~The District shall provide, and all administrators, school employees, contracted employees and volunteers who have significant contact with students shall undertake annual training on preventing, identifying, responding to, and reporting incidents of bullying and other aggressive behavior.~~

The District will utilize restorative practices that emphasize repairing the harm to the victim and school community in the correction of bullying behavior, which may include victim-offender conferences that:

A. are initiated by the victim;

B. are approved by the victim's parent or legal guardian or, if the victim is at least 15, by the victim;

C. are attended voluntarily by the victim, a victim advocate, the offender, members of the school community, and supporters of the victim and the offender (the "restorative practices team";

D. would provide an opportunity for the offender to accept responsibility for the harm caused to those affected, and to participate in setting consequences to repair the harm, such as requiring the student to apologize; participate in community service, restoration of emotional or material losses, or counseling; pay restitution; or any combination of these. The selected consequences and time limits for their completion will be incorporated into an agreement to be signed by all participants.

[X] The best discipline for aggressive behavior is designed to (1) support students in taking responsibility for their actions, (2) develop empathy, and (3) teach alternative ways to achieve the goals and solve problems that motivated the aggressive behavior. Staff members and volunteers who interact with students shall role model respectful behavior and apply best practices designed to prevent discipline problems and encourage students' abilities to develop self-discipline and make better choices in the future. School employees will also be held accountable for bullying or harassing behavior that is directed toward school employees, volunteers, parents, or students in accordance with law and local collective bargaining agreements.

Consequences and appropriate remedial actions for a student or staff member who engages in one (1) or more acts of bullying or harassment may range from positive behavioral interventions, up to and including suspension or expulsion, in the case of a student, or suspension or termination in the case of an employee, as set forth in the Board's approved Code of Student Conduct or Employee Handbook. School employees will also be held accountable for bullying or harassing behavior directed toward school employees, volunteers, parents, or students.

Consequences for a student who commits an act of bullying and harassment shall vary in method and severity according to the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance, and must be consistent with the Board's approved Code of Student Conduct. Remedial measures shall be designed to:

A. correct the problem behavior;

B. prevent another occurrence of the behavior; and

C. protect the victim of the act.

Effective discipline should employ a school-wide approach to adopt a rubric of bullying offenses and the associated consequences.

[END OF OPTION]

Definitions

The following definitions are provided for guidance only. If a student or other individual believes there has been bullying, hazing, harassment or other aggressive behavior, regardless of whether it fits a particular definition, the student or other individuals~~/he~~ should report it immediately and allow the administration to determine the appropriate course of action.

"Aggressive behavior" is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a student's educational, physical, or emotional well-being. Such behavior includes, for example, bullying, hazing, stalking, intimidation, menacing, coercion, name-calling, taunting, making threats, and hitting/pushing/shoving.

"At School" is defined as in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether or not it is held on school premises. It also includes conduct using a telecommunications access device or telecommunications service provider that occurs off school premises if either owned by or under the control of the District.

"Bullying" is defined as any written, verbal, or physical acts, including cyber bullying (i.e. any electronic communication, including, but not limited to electronically transmitted acts, such as internet, telephone or cell phone, computer, or wireless handheld device, currently in use or later developed and used by students) that is perceived as being dehumanizing, intimidating, hostile, humiliating, threatening, or otherwise likely to evoke fear of physical harm or emotional distress and may be motivated either by bias or prejudice based upon any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression; or a mental, physical, or sensory disability or impairment; or by any other distinguishing characteristic, or is based upon association with another person who has or is perceived to have any distinguishing characteristic. Bullying or harassment also includes forms of retaliation against individuals who report or cooperate in an investigation under this policy.~~personal digital assistant (PDA), or wireless hand-held device) that, without regard to its subject matter or motivating animus, is intended or that a reasonable person would know is likely to harm one (1) or more students either directly or indirectly by doing any of the following:~~

Bullying is conduct that meets all of the following criteria:

A. is perceived as being dehumanizing, intimidating, hostile, humiliating, threatening, or otherwise likely to evoke fear of physical harm or emotional distress;

B. is directed at one (1) or more students;

C. is conveyed through physical, verbal, technological, or emotional means;

D. substantially interferes~~interfering~~ with educational opportunities, benefits, or programs of one (1) or more students;

E. adversely affects~~affecting~~ the ability of a student to participate in or benefit from the School District's educational programs or activities by placing the student in reasonable fear of physical harm or by causing substantial emotional distress;

F. is based on a student's actual or perceived distinguishing characteristic (see above) or is based on an association with another person who has or is perceived to have any of these characteristics. ~~having an actual and substantial detrimental effect on a student's physical or mental health; and/or~~

G. ~~causing substantial disruption in, or substantial interference with, the orderly operation of the school.~~

Bullying can be physical, verbal, psychological, or a combination of all three. Some examples of bullying are:

A. Physical – hitting, kicking, spitting, pushing, pulling; taking and/or damaging personal belongings or extorting money, blocking or impeding student movement, unwelcome physical contact.

B. Verbal – taunting, malicious teasing, insulting, name calling, making threats.

C. Psychological – spreading rumors, manipulating social relationships, coercion, or engaging in social exclusion/shunning, extortion, or intimidation. This may occur in a number of different ways, including but not limited to notes, emails, social media postings, and graffiti.

"Harassment" is conduct that meets all of the following criteria:

A. repeated or continuing unwanted contact perceived as being dehumanizing, intimidating, hostile, humiliating, threatening, or otherwise likely to evoke fear of physical harm or emotional distress;

B. is directed at one (1) or more students or staff;

C. is conveyed through physical, verbal, technological, or emotional means;

D. substantially interferes with educational opportunities, benefits, or programs of one (1) or more students or staff;

E. adversely affects the ability of a student to participate in or benefit from the School District's or public school's educational programs or activities because the conduct, as perceived by the student, is so severe, pervasive, and objectively offensive as to have this effect; and

F. is based on a student or staff's actual or perceived distinguishing characteristic (see above) or is based on an association with another person who has or is perceived to have any of these characteristics. ~~includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written or physical nature, often on the basis of age, race, religion, color, national origin, marital status or disability, but may also include sexual orientation, physical characteristics (e.g., height, weight, complexion), cultural background, socioeconomic status, or geographic location (e.g., from rival school, different state, rural area, city, etc.).~~

"Intimidation/Menacing" includes, but is not limited to, any threat or act intended to: place a person in fear of physical injury or offensive physical contact; to substantially damage or interfere with person's property; or to intentionally interfere with or block a person's movement without good reason.

"Staff" includes all school employees and Board members.

"Third parties" include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, vendors, or others engaged in District business, and others not directly subject to school control at inter-district or intra-district athletic competitions or other school events.

The scope of this policy includes the prohibition of every form of bullying, harassment, and cyberbullying/harassment, whether in the classroom, on school premises, immediately adjacent to school premises, when a student is traveling to or from school (portal to portal), or at a school-sponsored event, whether or not held on school premises. Bullying or harassment, including cyberbullying/harassment, that is not initiated at a location defined above is covered by this policy if the incident results in a potentially material or substantial disruption of the school learning environment for one (1) or more students or staff and/or the orderly day-to-day operations of any school or school program.

For further definition and instances that could possibly be construed as:

Harassment, see Policy 5517
Hazing, see Policy 5516.

Revised 12/15/15

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Legal M.C.L. 380.1310b (Matt's Safe School Law, PA 241 of 2011), PA 478 of 2014
Policies on Bullying, Michigan State Board of Education
Model Anti-Bullying Policy, Michigan State Board of Education

Book	Policy Manual
Section	Vol. 40, No. 1 - September 2025 MI Update Board Revisions
Title	Copy of WEB ACCESSIBILITY, CONTENT, APPS AND SERVICES
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Status	
Adopted	July 13, 2015
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Revised Policy - Vol. 40, No. 1

7540.02 - **DIGITAL CONTENT AND ACCESSIBILITY~~WEB ACCESSIBILITY, CONTENT, APPS, AND SERVICES~~**

A. **~~Creation of Content for Web Pages/Website, Apps and Services~~Creating Digital Content~~Creation of Content for Web Pages/Websites, Apps, and Services~~**

The Board of Education authorizes staff members and students to create content for the District's website and District-approved/affiliated apps and services~~content, apps, and services~~ (see Bylaw 0100 Definitions) ("digital content")~~ that are hosted by the Board on its servers or District-affiliated servers (i.e., servers the Board pays to use or otherwise sanctions the use of) and/or published on the Internet~~.

District-generated and school-related digital content~~The content, apps, and services~~ must comply with applicable State and Federal laws (e.g., copyright laws, Children's Internet Protection Act ("CIPA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Americans with Disabilities Act ("ADA"), Student Online Personal Protection Act ("SOPPA"), and Children's Online Privacy Protection Act ("COPPA")) and reflect the professional image/brand of the District, its employees, and students. District-generated digital content~~Content, apps, and services~~ must be consistent with the Board's Mission Statement and is~~staff-created web content, services, and apps are~~ subject to prior review and approval of the Superintendent before being published on the District's website or District-approved/affiliated apps/services~~Internet and/or used with students~~.

Creation of school-related content by students for the Board's website or District-approved/affiliated apps/services~~The creation of content, apps, and services by students~~ must be done under the supervision of a District~~professional~~ staff member.

B. **Purpose of Digital Content ~~of District Web Pages/Sites, Apps, and Services~~**

The purpose of digital content~~, apps, and services~~ covered by this policy is to educate, inform, and communicate. The following criteria shall ~~be used to~~ guide the development of District-generated digital content~~such content, apps, and services~~:

1. **Educate**

   Digital content~~Content~~ should be suitable for and usable by students and teachers to support the curriculum and the Board's Objectives as listed in the Board's Strategic Plan.

2. **Inform**

Digital content~~Content~~ may inform the community about the school, teachers, students, or departments, including information about curriculum, events, class projects, student activities, and departmental policies.

3. **Communicate**

Digital content~~Content~~ may communicate information about the plans, policies, and operations of the District to members of the public and other persons who may be interested in and/or affected by District matters.

The information published on the Board's website and District-approved/affiliated apps/services~~contained on the Board's website(s)~~ should reflect and support the Board's Mission Statement, Educational Philosophy, and School Improvement Process.

When the digital content includes a photograph or personally identifiable information relating to a student, the Board will abide by the provisions of Policy 8330 - Student Records.

Under no circumstances are District-generated digital content~~District-created content, apps, and services~~ to be used for commercial purposes, advertising, political lobbying, or to provide financial gains for any individual. Included in this prohibition is the fact no digital content published~~web content contained~~ on the District's website may:

1. include statements or other items that support or oppose a candidate for public office, the investigation, prosecution, or recall of a public official, or passage of a tax levy or bond issue;

2. link to a website of another organization if the other website includes such a message; or

3. communicate information that supports or opposes any labor organization or any action by, on behalf of, or against any labor organization.

Under no circumstances shall a staff member post on their personal web pages/websites or private digital accounts (i.e., non-District-approved/affiliated apps/services)~~is staff member-created content, apps, and services, including personal web pages/websites, to be used to post~~ student progress reports, grades, class assignments, or any other similar class-related material. Employees are required to use the Board's website or District-approved/affiliated apps/services~~Board-specified website, app, or service~~ for the purpose of conveying information to students and/or parents.

Staff members are prohibited from requiring students to go to the staff member's personal web pages/websites and/or private digital accounts (i.e., non-District-approved/affiliated apps/services) (including, but not limited to, the staff member's personal accounts on Facebook, Instagram, Pinterest,~~(including, but not limited to, their Facebook, Instagram, Pinterest pages,~~ YouTube Channel(s) or TikTok sites) to check grades, obtain class assignments and/or class-related materials, and/or to turn in assignments.

If a staff member creates digital content~~, apps, and services,~~ related to their class, it must be hosted on the Board's website or a District-approved app/service~~server or a District-affiliated server~~.

The Board's website, including school-specific websites, shall be generally open/available to the public unless specific digital content is unique to a specific child and/or includes student personally identifiable information, in which case the information must be password-protected or access to it must be otherwise restricted. When digital content involving student personally identifiable information or information concerning coursework, particularly a specific student's classes/assignments, is password-protected/access is otherwise restricted, the student's parent(s)/guardian(s) will continue to have access to that digital content~~Unless the content, apps, and services contain student personally identifiable information, Board websites, apps, and web services that are created by students and/or staff members that are posted on the Internet should not be password-protected or otherwise contain restricted access features, whereby only employees, student(s), or other limited groups of people can access the site. Community members, parents, employees, staff, students, and other website users will generally be given full access to the Board's website(s), apps, and services~~.

Digital content published on the Board's website~~Web content, apps, and web services~~should reflect an understanding that both internal and external audiences will be viewing the information.

~~The District's website(s) and web pages, apps, and services must be hosted on Board-owned or District-affiliated servers.~~

The Superintendent shall prepare administrative guidelines defining the rules and standards applicable to staff **(X)** and students **[END OF OPTION]** who publish digital content on the Board's website and District-approved/affiliated apps/services~~the use of the Board's website and the creation of web content, apps, and web services by staff and students~~.

The Board retains all proprietary rights related to the design of and content for its website(s) and any apps/services it operates and/or is affiliated with~~, apps, and web services~~, absent written agreement to the contrary.

In order for a student's school work (i.e., work that is created in or for a class~~a class, at school,~~or as part of a school-sponsored extracurricular activity) to be displayed on the Board's website, the student (who is eighteen (18) years of age

or older) or the student's parent (if the student is seventeen (17) years of age or younger) must provide written permission and expressly license its display without cost to the Board.

Likewise, prior written permission from a student (who is eighteen (18) years of age or older) or the student's parent (if the student is seventeen (17) years of age or younger) is necessary for a student to be identified by name on the Board's website.

C. **Accessibility of Web Content and Mobile Apps~~Website Accessibility~~**

The District is committed to providing persons with disabilities an opportunity equal to that of persons without disabilities to participate in the District's programs, benefits, and services, including those delivered through electronic and information technology, except where doing so would impose an undue burden or create a fundamental alteration. The District is further committed to ensuring persons with disabilities are able to acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe as persons without a disability, with substantially equivalent ease of use; that they are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any District programs, services, and activities delivered online through the web or a mobile app, as required by Section 504 and Title II of the ADA and their implementing regulations; and that they receive effective communication of the District's programs, services, and activities delivered in-person or online.

This policy reflects the Board's commitment and intention to comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, 34 C.F.R. Part 104, Title II of the Americans With Disabilities Act of 1990, 42 U.S.C. Section 12131, and 28 C.F.R. Part 35 in all respects. For purposes of this policy, "web content" means "information and sensory experience to be communicated to the user by means of a user agent, including code or markup that defines the content's structure, presentation, and interactions." Examples of web content include text, images, sounds, videos, controls, animations, and conventional electronic documents (e.g., content in the following electronic file formats: portable document formats ("PDF"), word processor file formats, presentation file formats, and spreadsheet file formats). Additionally, "mobile applications" ("mobile apps") means "software applications that are downloaded and designed to run on mobile devices, such as smartphones and tablets."

1. **Technical Standards**

   Web content and mobile apps that the District provides and/or makes available, directly or through contractual, licensing or other arrangements, shall comply with the World Wide Web Consortium's Web Content Accessibility Guidelines ("WCAG") 2.1, Level AA standards, unless the Board can demonstrate that such compliance would result in a fundamental alteration in the nature of its programs, services, or activities, or an undue financial and administrative burden~~The District will adhere to the technical standards of compliance identified at www.jpsk12.org. The District measures the accessibility of online content and functionality according to the World Wide Web Consortium's (W3C's) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.~~

2. Notwithstanding the preceding, Federal regulations provide for the following content types to have limited exemption from the WCAG 2.1, Level AA requirements:

   a. Archived web content (provided all four (4) Federal criteria are met).

   b. Preexisting conventional electronic documents (with specific restrictions).

   c. Third party content that is not created pursuant to a contract between the Board and a third party.

   d. Password-protected documents pertaining to a specific student or account.

   e. Preexisting social media posts.

3. Even when the preceding exceptions apply, the District, however, will still provide effective communication and reasonable modifications in accordance with the ADA.

   In addition, documents currently used for accessing District programs, services, programs, or activities do not qualify for the above exceptions, regardless of creation date.

   When a person with a disability cannot access District-generated or affiliated web content or mobile apps that meet WCAG 2.1, Level AA standards, the District will: (1) provide alternate means of access to the same information and functionality; (2) make reasonable modifications to policies, practices, or procedures; (3) ensure effective communication through appropriate auxiliary aids and services; and (4) respond to accommodation requests within ___five__ (_5_) **[insert timeframe]** business days. Such accommodations

may include: (a) alternative document formats (large print, Braille, audio); (b) telephone or in-person assistance for online services; and/or (c) email or mail delivery of information typically accessed online.

4. **Digital~~Web~~ Accessibility Coordinator**

The Board designates its Assistant Superintendent for Communications/Community Relations as the District's Digital~~Web~~ Accessibility Coordinator(s). That individual(s) is responsible for coordinating and implementing this policy.

The District's Digital~~Web~~ Accessibility Coordinator can be reached at: Kriss Giannetti, Assistant Superintendent for Communications/Community Relations, 522 Wildwood Ave, Jackson, MI 49201, kriss.giannetti@jpsk12.org, 517-841-2148.

5. **Third Party Content**

Links included on the Board's website(s) and District-approved/affiliated mobile apps that pertain to its programs, activities,~~or web services and apps that pertain to its programs, benefits,~~ and/or services must also meet the above criteria and comply with State and Federal law (e.g. copyright laws, CIPA, Section 504, ADA, SOPPA, and COPPA). The District's Digital Accessibility Coordinator(s) or designee(s) will vet online content available on the Board's website and through District-approved/affiliated mobile apps that are related to the District's programs, activities, and/or services for compliance with this criteria for all new content published on the District's website and mobile apps after adoption of this policy.~~While the District strives to provide access through its website to online content provided or developed by third parties (including vendors, video-sharing websites, and other sources of online/digital content) that is in an accessible format, that is not always feasible. The District's administrators and staff, however, are aware of this requirement with respect to the selection of online content provided to students. The District's Web Accessibility Coordinator(s) or designee will vet online content available on its website(s), apps, and services that are related to the District's programs, benefits, and/or services for compliance with this criteria for all new content published on the District's website(s), apps, and services after adoption of this policy.~~

Content posted by third parties (e.g., members of the public) on District platforms is exempt from the WCAG 2.1, Level AA requirements. Those platforms, however, along with content posted by the District staff or contractors, must be fully compliant.

Additionally, nothing herein~~Nothing in the preceding paragraph, however,~~ shall prevent the District from including links on its website(s) and apps/services to~~the Board's website(s), apps, and services to~~:

a. recognized news/media outlets (e.g., local newspapers' websites, local television stations' websites), or

b. websites, services, and/or apps that are developed and hosted by outside vendors or organizations that are not part of the District's program, benefits, or services.

The Board recognizes that such third party websites may contain advertisements that are not age-appropriate or consistent with the requirements of Policy 9700.01, AG 9700B, and State and Federal law.

4. **Regular Audits**

The District, under the direction of the Digital~~Web~~ Accessibility Coordinator(s) or designee(s), at regular intervals, audit the District's digital content to ensure it meets the required technical standards~~online content and measure this content against the technical standards adopted above~~.

[SELECT OPTION 1 OR OPTION 2]~~If problems are identified through the audit, such problems will be documented, evaluated, and, if necessary, remediated within a reasonable period of time.~~

~~**[ ] [OPTION 1]**~~

~~The audit must be documented ( ) and include compliance assessment reports, identified accessibility barriers, remediation plans with specific timelines, vendor compliance status, and user complaint tracking and resolution. [END OF INTERNAL OPTION]~~

~~**[END OF OPTION 1]**~~

X] [OPTION 2]

If problems are identified through the audit, such problems will be documented, evaluated, and if necessary, remediated within a reasonable period.

[END OF OPTION 2]

[END OF OPTIONS]

5. **Reporting Concerns or Possible Violations**

If a person accessing the District's web content and/or District-approved/affiliated mobile apps~~website(s), apps, or services~~ (e.g., a student, prospective student, employee, guest, or visitor) ("user") believes that specific web content and/or a mobile app has violted the WCAG 2.1, Level AA standards, the user may contact the Digital~~the District has violated the technical standards identified above in its online content, the user may contact a/the Web~~ Accessibility Coordinator with any accessibility concerns. The user may also file a formal complaint utilizing the procedures set out in Board Policy 2260.01 relating to Section 504 and Title II.

D. **Instructional Use of Apps/~~Services and Web Services~~**

The Board authorizes the use of apps and web services to supplement and enhance learning opportunities for students either in the classroom or for extended learning outside the classroom.

A teacher who elects to supplement and enhance student learning through the use of apps /services~~and/or web services~~ is responsible for verifying/certifying to the Building Principal that the app/service~~and/or web service~~ has a FERPA-compliant privacy policy, and it complies with all requirements of the COPPA, CIPA, and Section 504/ADA, including the WCAG 2.1, Level AA accessibility standards~~Children's Online Privacy Protection Act (COPPA), Student Online Personal Protection Act (SOPPA), and the Children's Internet Protection Act (CIPA) and Section 504 and the ADA~~.

The Board further requires the use of a Board-issued e-mail address in the login process for a student seventeen (17) years of age or younger to use the student's personal e-mail address in the login process for District-approved/affiliated apps/services.

E. **Training**

The District will provide periodic training for its employees who 1) create web content, documents, or multimedia materials, 2) manage the Board's website and digital services, 3) select and contract with technology vendors, and 4) work on online communications~~are responsible for creating web content or distributing information online so that these employees are aware of this policy and understand their roles and responsibilities with respect to web design and creation and/or uploading of documents and multimedia content~~.

F. The training should cover:

[SELECT OPTION 1 OR OPTION 2]

~~[ ] [OPTION 1]~~

1. ~~WCAG 2.1, Level AA guidelines and success criteria,~~
2. ~~accessible document creation (PDFs, Word, PowerPoint),~~
3. ~~alternative text requirements for images and media,~~
4. ~~video captioning and audio description requirements,~~
5. ~~accessible form and navigation design,~~
6. ~~color contrast and visual design standards,~~
7. ~~vendor accessibility evaluation criteria, and~~
8. ~~the District's responsibilities under Title II of the ADA, including its grievance procedures.~~

G. **~~[END OF OPTION 1]~~**

[X] [OPTION 2]

this Policy and responsibilities associated with the specified staff members' roles related to the implementation of this policy and ensuring the District's digital content is appropriate and accessible.

[END OF OPTION 2]

[END OF OPTIONS]

[X] Such training shall be facilitated by qualified individuals with demonstrated knowledge, skill, and experience concerning the accessibility standards and ADA compliance. **[END OF OPTION]**

~~**[ ]** New employees in covered positions must complete accessibility training within _____ **[insert timeframe]** of hire. **[END OF OPTION]**~~

H. **One-Way Communication Using the District Website and/or District-Approved/Affiliated Apps/Services~~District Website(s), Apps, and Services~~**

The Board approves the use of its website and District-approved/affiliated apps/services~~website(s)/web pages, apps, and services~~ to promote school activities and inform stakeholders and the general public about District news and operations.

Such communications constitute public records that will be archived.

When the Board or Superintendent designates communications distributed via the District's website and/or District-approved/affiliated apps/services~~District web pages/websites, apps, and web services~~ to be one-way communication, public comments are not solicited or desired, and the website or app/service is~~website(s), apps, or services are~~ to be considered a nonpublic forum.

If the District uses an app/~~service and/or service~~ that does not allow the District to block or deactivate public comments, the District's use of that app/~~service and/or service~~ will be subject to Policy 7544 – Use of Social Media, unless the District is able to automatically withhold all public comments.

If unsolicited public comments can be automatically withheld, the District will retain the comments in accordance with its adopted record retention schedule (see AG 8310A – Public Records, and AG 8310E – Record Retention and Disposal), but it will not review or consider those comments.

28 C.F.R. Part 35, Subpart H (Nondiscrimination on the Basis of Disability; Accessibility of Web Information and Services of State and Local Government Entities – Effective 6/24/2024)

Revised 12/12/16
Revised 6/19/17
Revised 7/16/18

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Book	Policy Manual
Section	Vol. 40, No. 1 - September 2025 MI Update Board Revisions
Title	CONTINUITY OF ORGANIZATIONAL OPERATIONS PLAN
Code	po8300 - CH/JP/JB/SE 20251009 - BOE COMMITTEE 20251105 - NEW POLICY
Status	

NEW POLICY

8300 - **CONTINUITY OF ORGANIZATIONAL OPERATIONS PLAN**

The Board of Education shall develop and implement a Continuity of Organizational Operations Plan ("COOP") to enable it to conduct, if necessary, essential functions and critical services and operations (e.g., teaching and learning, transportation, business services, communication, computer/network systems support, facilities, maintenance, and safety and security) under all hazards/conditions. The District's COOP shall be **(x)** consistent with ~~**( ) a component of [END OF OPTIONS]**~~ the District's School Safety Emergency Management Plan (see Policy 8400 - School Safety Information and Policy 8402 - Emergency Operations Plan). Having a plan to recover from any type of crisis/emergency/disaster, regardless of its severity or the consequences of the incident/event, strengthens the District's resilience so it can operate with minimal impact on its primary mission/responsibility to educate the students enrolled in the District, involves teaching and learning, personnel, facilities, technology, transportation, food service, and other functional resources.

Scope of the Continuity Plan

The primary objective of the COOP is to restore the District's critical operational/business functions and the learning environment as quickly as possible after a crisis/emergency/disaster or threat event occurs. ~~**[ ] The COOP shall include strategies aimed at resuming instruction and crucial business functions within _____ (__) [ENTER AMOUNT] ( ) days ( ) hours [END OF INTERNAL OPTIONS] [DRAFTING NOTE: Select a time period in which to restart district essential operations – e.g., two (2) school days, five (5) business days, forty-eight (48) hours.]** of the disruption, along with procedures to implement secure remote work and instruction in a crisis/emergency/disaster, identify alternative sites and technology redundancy, and provide incident response integration with the District's cybersecurity incident management protocols. **[END OF OPTIONAL SENTENCE]**~~

The District will use the following process to achieve essential function resilience (i.e., business and learning continuity):

A. identify essential functions;

B. determine planning factors needed to accomplish the essential functions (e.g., staff and organization, equipment and systems, information and data, sites);

C. conduct risk assessments for each planning factor; and

D. identify and implement continuity options.

Because the COOP contains sensitive information, by law, it is confidential and exempt from public disclosure.

Planning for the continuity of operations of a school system in the aftermath of a disaster is a complex task. The current threat environment and recent emergencies, including acts of nature, accidents, technological emergencies, cybersecurity incidents (including data breaches, ransomware, and denial of service attacks), and terrorist threats and attacks, have increased the need for viable continuity capabilities and plans that enable the District to resume and continue the essential

functions in an all-hazards environment across a full spectrum of crises/emergencies/disasters. Such conditions have increased the importance of having continuity plans in place that provide stability of essential functions across the various levels of public government and private enterprises.

The planning and development of continuity of an organizational operations plan, as well as the ongoing review, testing, and revision of such a plan, is important for the overall District **(x)** as well as for each school **(x)** and department in the District **[END OF OPTIONS]**. **[DRAFTING NOTE: While the preceding optional language is true, they do not need to be included if a district wants to simply state that its COOP is important to the district as a whole. The following sentence, however, is not optional and emphasizes the necessity for individual schools and departments to have individualized continuity of operation plans in place to address their unique needs and circumstances.]** Each school and operational department (e.g., transportation, information technology ("IT"), food service, and student services) shall maintain a site/department-specific COOP aligned with the District-wide COOP. The site/department-specific COOPs are subject to annual submission to, and review by, the Superintendent.

The District-wide plan describes how the District will respond as a total organization to a given emergency and describes the centralized resources and how they will be organized to implement the command and control necessary to function during the life cycle of the event. Individual school and department plans shall contain the details related to the continuity plan for those specific sites and functional areas to prepare for an incident/event, communicate throughout the duration of the incident/event, assess the impact of the incident/event on essential functions in the school/department, respond to the incident/event, and detail what will be done to recover from the incident/event.

The COOP shall account for the needs of all students and staff, including individuals with disabilities, English learners, and students requiring health and/or behavioral supports in compliance with the Individuals with Disabilities Education Improvement Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and the Americans with Disabilities Act ("ADA").

Preparation for, response to, and recovery from a disaster affecting administrative, educational, and support functions of the District's operations requires the cooperative efforts of external organizations, in partnership with the functional areas supporting the business of the District. This includes local government agencies, law enforcement, emergency management, medical services, and vendors necessary to District operations. The COOP outlines and coordinates all efforts by the District, in cooperation with other local and State agencies and businesses, to restore the essential functions of the District post-incident/event.

The Superintendent shall provide that all relevant staff receive ~~( ) annual~~ **(x)** periodic **[END OF OPTIONS]** training on their roles in the COOP.

Key components of the COOP shall be communicated to employees, students, and families as appropriate.

The Superintendent shall develop and recommend the COOP for Board review and approval; however, the COOP shall be considered a confidential document not subject to release under State public records laws, and accordingly, no copies shall be provided for public review.

The Superintendent shall conduct an annual review of and update to, as necessary, the COOP. Additionally, the Superintendent shall conduct annual table-top exercises to assess the expected effectiveness of the COOP and after-action reviews post-incident/event. See Policy 8400 – School Safety Information and Policy 8402 - Emergency Operations Plan (which discusses the conduct of annual emergency management tests).

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Legal

FEMA's Continuity Guidance Circular (2024 Update)

Guide for Developing High-Quality School Emergency Operation Plans

The Role of Districts in Developing High-Quality School Emergency Operation Plans: A Companion to the School Guide

Readiness and Emergency Management for Schools (REMS): Technical Assistance Center

National Incident Management System (NIMS)

Book	Policy Manual
Section	Vol. 40, No. 1 - September 2025 MI Update Board Revisions
Title	Copy of INFORMATION SECURITY
Code	po8305 - CH 20251009 - CH/JP/JB/SE 20251009 - BOE COMMITTEE 20251105
Status	
Adopted	December 19, 2023

Revised Policy - Vol. 40, No. 1

8305 - **INFORMATION SECURITY**

The District collects, classifies, and retains data/information from and about students, staff, vendors/contractors, and other individuals, about programs and initiatives undertaken by the school system, and about and related to the business of the District. This data/information may be in hard copy or digital format and may be stored in the District or offsite with a third party provider.

Data/Information collected by the District shall be classified as Confidential, Controlled, or Published. The Superintendent shall define "Confidential," "Controlled," and "Published" in administrative guidelines and provide examples of data/information in each classification. Data/Information will be considered Controlled until identified otherwise.

Protecting District Information Resources (as defined in Bylaw 0100) is of paramount importance. Information security requires everyone's active participation to keep the District's data/information secure. This includes Board of Education members, staff members/employees, students, parents, contractors/vendors, and visitors who use District Information & Technology Resources (as defined in Bylaw 0100). If an employee suspects, discovers, and/or determines that a security breach has occurred, the employee shall promptly notify the employee's immediate supervisor and the Superintendent. The employee should follow up their oral notification in writing. The Superintendent will determine and implement the steps necessary to correct the unauthorized access and, as applicable, provide notification to those individuals whose personal information may have been compromised.

Staff members, and individuals associated with the District through their affiliation with a District contractor/vendor,~~Individuals~~ who are granted access to data/information collected and retained by the District must follow established procedures so that the data/information is protected and preserved. Board members, administrators, and all District staff members granted access to data/information retained by the District are required to certify annually that they shall comply with the established information security protocols pertaining to District data/information. Further, all persons granted access by the District~~individuals granted access~~ to Confidential Data/Information retained by the District must certify annually that they will comply with the information security protocols pertaining to Confidential Data/Information. For staff members, completing~~Completing~~ the appropriate section of the Staff Technology Acceptable Use and Safety form (Form 7540.04 F1) shall provide this certification.

All Board members, staff members/employees, students, contractors/vendors, and visitors who have access to Board-owned or managed data/information must maintain the security of that data/information and the District Technology Resources on which it is stored. The Superintendent shall conduct an annual risk assessment related to the access and security of the District's Data/Information. Further, the District will maintain audit logs for access to Confidential Data/Information and regularly review such logs to detect unauthorized activity.

District information security procedures shall comply with applicable Federal and State law including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), Protection of Pupil Rights Amendment ("PPRA"), and Children's Online Privacy Protection Act ("COPPA") regarding data breaches.

If an individual has any questions concerning whether this Policy and/or its related administrative guidelines apply to them, or how they apply to them, the individual should contact the District's Technology Director or Information Technology Department/Office.

The Superintendent shall develop administrative guidelines that set forth the internal controls necessary to provide for the collection, classification, retention, access, and security of District Data/Information.

Further, the Superintendent is charged with developing a program and/or procedures that can be implemented in the event of a cybersecurity incident, whether it involves an inadvertent or intentional unauthorized release or breach of data/information. The program/procedures shall comply with the District's legal requirements as delineated below. In particular, in the event of a breach involving personally identifiable information, the District shall notify affected individuals and/or government officials in accordance with State and Federal law. ~~Further, the Superintendent is charged with developing procedures that can be implemented in the event of an unauthorized release or breach of data/information. These procedures shall comply with the District's legal requirements if such a breach of personally identifiable information occurs.~~

Cybersecurity incident" means any of the following:

A. A substantial loss of confidentiality, integrity, or availability of a covered entity's information system or network;

B. A serious impact on the safety and resiliency of a covered entity's operational systems and processes;

C. A disruption of a covered entity's ability to engage in business or industrial operations, or deliver goods or services; or

D. Unauthorized access to an entity's information system or network, or nonpublic information contained therein, that is facilitated through or is caused by:

1. a compromise of a cloud service provider, managed service provider, or other third party data hosting provider; or

2. a supply chain compromise.

"Cybersecurity incident" does not include mere threats of disruption as extortion; events perpetrated in good faith in response to a request by the system owner or operator; or lawfully authorized activity of a United States, State, local, tribal, or territorial government entity.

"Ransomware incident" means a malicious cybersecurity incident in which a person or entity introduces software that gains unauthorized access to or encrypts, modifies, or otherwise renders unavailable a political subdivision's information technology systems or data and thereafter, the person or entity demands a ransom to prevent the publication of the data, restore access to the data, or otherwise remediate the impact of the software.

Cybersecurity Program

The District's cybersecurity program shall be designed to safeguard the District's data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The program shall be consistent with generally accepted best practices for cybersecurity, such as the National Institute of Standards and Technology's cybersecurity framework and the Center for Internet Security's cybersecurity best practices, and may include, but is not limited to, the following:

A. Identify and address the critical functions and cybersecurity risks facing the District.

B. Identify the potential impacts of a cybersecurity breach.

C. Specify mechanisms to detect potential threats and cybersecurity events.

D. Specify procedures for the District to establish communication channels, analyze incidents, and take actions to contain cybersecurity incidents.

E. Establish procedures for the repair of infrastructure impacted by a cybersecurity incident and the maintenance of security after the incident.

F. Establish cybersecurity training requirements for all Board employees; the frequency, duration, and detail of which shall correspond to the duties of each employee.

~~**[ ]** It is the policy of the Board – if the District is experiencing a ransomware incident – not to pay or otherwise comply with a ransom demand unless the Board formally adopts a resolution to approve such a payment or compliance with the ransom demand. If that occurs, the resolution will specifically state why the payment or compliance with the ransom demand is in the District's best interest. **[END OF OPTION]**~~

[DRAFTING NOTE: The Board need not include this option in its policy, but action consistent with this statement is required by law.]

Following a cybersecurity incident or ransomware incident, the Superintendent shall notify:

A. The Executive Director of the Division of Homeland Security within the Department of Public Safety, as soon as possible, but not later than seven (7) days after the District discovers the incident.

B. The Auditor of State, as soon as possible, but not later than thirty (30) days after the District discovers the incident.

Any records, documents, or reports related to the District's cybersecurity program and framework, along with the reports of a cybersecurity incident or ransomware incident addressed in the preceding paragraph, are not public records. Similarly, a record identifying cybersecurity-related software, hardware, goods, and services that are being considered for procurement, have been procured, or are being used by the District, including the vendor name, product name, project name, or project description, is a security record.

All staff members ~~( ) and contractors~~ **~~[END OF OPTION]~~** with access to Controlled and/or Confidential Data/Information must complete ~~( )~~ annual **~~[END OF OPTION]~~** training on data privacy, information security practices (e.g., internal controls applicable to the data/information that they collect and have access to and for which they are responsible for the security protocols), and breach response protocols. ~~The Superintendent shall require staff members to participate in training related to the internal controls applicable to the data/information that they collect and have access to and for which they are responsible for the security protocols.~~

Third party contractors/vendors who require access to Confidential Data/Information collected and retained by the District will be informed of relevant Board policies that govern access to and use of Information Resources, including the duty to safeguard the confidentiality of such data/information. Additionally, all contracts with third party contractors/vendors (e.g., technology providers) who access District Data/Information shall include provisions addressing data security, breach notification, data ownership, confidentiality, and destruction upon termination. Further, a contract between a technology provider and the District shall ensure appropriate security safeguards for education records and includes the following:

A. a restriction on unauthorized access by the technology provider's employees or contractors;

B. a requirement that the technology provider's employees or contractors may be authorized to access education records only as necessary to fulfill the official duties of the employee or contractor; and

C. a stipulation that the District owns the data/information.

Failure to adhere to this Policy and its related administrative guidelines may put data/information collected and retained by the District at risk. Employees who violate this policy and/or its related administrative guidelines may be disciplined, up to and including termination of employment and/or referral to law enforcement. Students who violate this Policy and/or its related administrative guidelines will be disciplined, up to and including expulsion and/or referral to law enforcement. Parents and visitors who violate this Policy and/or its related administrative guidelines may be denied access to the District's Information & Technology Resources.

~~At least annually, the~~~~The~~ Superintendent shall conduct an assessment of risk related to the access to and security of the data/information collected and retained by the District.

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Cross References po0100 - DEFINITIONS

Book	Policy Manual
Section	Vol. 40, No. 1 - Nondiscrimintation - September 2025 MI Update Board Revisions
Title	Vol. 40, No. 1 - Nondiscrimination - September 2025 Replacement NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT
Code	po1422 - CH/JP/JB/SE 20251009 - BOE COMMITTEE 20251105
Status	
Adopted	July 13, 2015
Last Revised	August 26, 2025

Replacement Policy - Vol. 40, No. 1

1422 - **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including pregnancy, childbirth, and releated medical conditions; sexual orientation; and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, Protected Classes) in its programs and activities, including employment opportunities.

The Board is committed to providing a work environment that is free from Prohibited Conduct, responding promptly and effectively when it has knowledge of conduct that reasonably may constitute Prohibited Conduct, and addressing Prohibited Conduct in its education programs or activities. This commitment applies to all District operations and this policy applies to Prohibited Conduct occurring within or as a part of the District's education programs and activities, whether on school property or at another location during an activity sponsored by the Board.

Persons who commit Prohibited Conduct are subject to the full range of disciplinary sanctions set forth in this policy.

The Board will provide persons who have experienced Prohibited Conduct with ongoing remedies as reasonably necessary to restore or preserve access to the District's education programs or activities.

All school employees share responsibility for avoiding, discouraging, and reporting any form of Prohibited Conduct.

The Board will take immediate action to address the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging Prohibited Conduct, or has participated in the below-described grievance procedures.

B. Filing a malicious or knowingly false report or complaint of Prohibited Conduct.

C. Disregarding, failing to appropriately address, or delaying action to appropriately address allegations of Prohibited Conduct when responsibility for reporting and/or investigating such charges comprises part of one's administrative/supervisory duties.

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Bullying means: any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult, that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment; or unreasonably interfere with the individual's work performance or participation. It may involve: (a) threats; (b) intimidation; (c) stalking; (d) cyberstalking; (e) cyberbullying; (f) physical violence; (g) theft; (h) sexual, religious, or racial harassment; (i) public humiliation; or (j) destruction of property. Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees, and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal and/or State civil rights laws. Ordinary teasing, horseplay, arguments, and peer conflict do not constitute bullying for purposes of this policy.

Complainant means: an employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or a person, other than an employee, who is alleged to have been subjected to conduct that could constitute Prohibited Conduct and who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

Complaint means: an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Prohibited Conduct.

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., days that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Disciplinary sanctions means: consequences imposed on a respondent following a determination that the respondent engaged in Prohibited Conduct.

Education programs or activities refer to: all the District's operations including, but not limited to, in-person and online/remote educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all programs and activities operated by the Board on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off school property/grounds but over which the District asserts disciplinary authority (e.g., at off-campus activities sponsored by the Board).

Exculpatory evidence means: evidence that is favorable to a respondent because it helps excuse, justify, or absolve a respondent of alleged wrongdoing and tends to establish that a respondent did not engage in Prohibited Conduct.

Genetic information means: information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.

Harassment means: any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against an employee that (a) places the employee in reasonable fear of harm to their person or damage to their property; (b) has the effect of substantially interfering with the employee's work performance; or (c) has the effect of substantially disrupting the orderly operation of a school. Each of the following types of harassment involves unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's protected characteristic(s) and has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

A. **Age Harassment** means: harassment based on negative perceptions about older workers. It also includes harassment based on stereotypes about older workers, even if they are not motivated by animus, such as pressuring an older employee to transfer to a job that is less technology-focused because of the perception that older workers are not well-suited to such work or encouraging an older employee to retire.

B. **Disability Harassment** means: harassment based upon a person's disability and includes harassment based upon stereotypes about individuals with disabilities in general or about an individual's particular disability. It also includes harassment based on traits or characteristics linked to an individual's disability, such as how the person speaks, looks, or moves. For example, negative comments about an individual's speech patterns, movement, physical impairments, or defects/appearances, or the like. Disability-based harassment includes: (a) harassment because an individual requests or receives reasonable accommodation; (b) harassment because an individual is regarded as having an impairment, even if the individual does not have an actual disability, or a record of disability; (c) harassment because an individual has a record of a disability, even if the individual currently does not have a disability; and (d) harassment based on the disability of an individual with whom the employee is associated. Finally,

disability-based harassment may occur where conduct is directed at or pertains to a person's genetic information.

C. **National Origin/Ancestry Harassment** means: harassment due to a person's (or their ancestor's) place of origin. Such harassing conduct can include ethnic slurs or epithets, derogatory comments about individuals of a particular nationality, and use of stereotypes about a person's national origin. Additionally, it can include harassment regarding traits or characteristics linked to an individual's national origin, such as physical characteristics, ethnic or cultural characteristics or customs (e.g., surnames, attire, or diet), or linguistic characteristics (e.g., a person's manner of speaking, non-English language accent, or a lack of fluency in English).

D. **Race/Color Harassment** means: unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's race or color and has the purpose or effect of interfering with the individual's work performance; or creating an intimidating, hostile, or offensive work environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

E. **Religious (Creed) Harassment** means: harassment based on a person's surname, religion (including atheism or lack of religious belief), religious traditions and practices, or religious dress/clothing, and includes making offensive comments about the same. It also includes religious slurs or epithets, harassing conduct based on religious stereotypes, and harassment associated with a person's request for and/or receipt of religious accommodation. Religious harassment also involves explicitly or implicitly coercing an employee to engage in religious practices at work.

F. **Sexual Harassment** means (for purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964): unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment; (b) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of interfering with the individual's work performance; or creating an intimidating, hostile, or offensive working environment. Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

1. Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

2. Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

    a. Conduct of a sexualized nature, such as unwanted conduct expressing sexual attraction or involving sexual activity (e.g., unwelcome sexual propositions, invitations, solicitations, and flirtations; unwanted physical and/or sexual contact, including unwelcome and inappropriate touching, patting, or pinching **(X)**; and obscene gestures **[END OF OPTION]**.

    b. Sexual attention or sexual coercion, such as demands or pressure for sexual favors (e.g., threats or insinuations that a person's employment, wages, or other conditions of employment may be adversely affected by not submitting to sexual advances; giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship; leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin).

    c. Rape, sexual assault, or other acts of sexual violence.

    d. Discussing or displaying visual depictions of sex acts or sexual remarks (e.g., unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, texts, etc.; sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings or literature placed in the work environment; asking or telling about sexual fantasies, sexual preferences, or sexual activities; speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history).

    e. A consensual sexual relationship where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

    f. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

g. Non-sexual conduct based on sex, such as sex-based epithets; sexist comments (such as remarks that women do not belong in management or that men do not belong in the nursing profession); or facially sex-neutral offensive conduct motivated by sex (such as bullying directed toward employees of one sex).

h. Harassment based on pregnancy, childbirth, or related medical condition, which may include issues pertaining to lactation, using or not using contraception, or deciding whether to have, or not to have, an abortion.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be objectively offensive (a reasonable person would find it hostile or abusive), subjectively offensive (the complainant actually perceived it as abusive), and either sufficiently severe (a single extremely serious incident) or pervasive (a pattern of behavior), such that it adversely affects, limits, or denies an individual's employment, or creates a hostile or abusive employment environment.

Inculpatory evidence means: evidence that links a respondent to alleged wrongdoing and tends to establish a respondent engaged in Prohibited Conduct (i.e., has culpability).

Military status means: a person's past, current, or future membership, service, or obligation in a uniformed service (e.g., Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, Public Health Service Commissioned Corps, and National Oceanic and Atmospheric Administration Commissioned Officer Corps). Service in the uniformed services also means the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It further includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

Party means: a complainant or respondent.

Pregnancy, childbirth, or related medical conditions means:

A. "Pregnancy" and "childbirth" refer to the pregnancy or childbirth of a specific employee and include, but are not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).

B. "Related medical conditions" are medical conditions relating to the pregnancy or childbirth of a specific employee, and may include termination of pregnancy, including via miscarriage, stillbirth, or abortion; ectopic pregnancy; preterm labor; pelvic prolapse; nerve injuries; cesarean or perineal wound infection; maternal cardiometabolic disease; gestational diabetes; preeclampsia; HELLP (hemolysis, elevated liver enzymes and low platelets) syndrome; hyperemesis gravidarum; anemia; endometriosis; sciatica; lumbar lordosis; carpal tunnel syndrome; chronic migraines; dehydration; hemorrhoids; nausea or vomiting; edema of the legs, ankles, feet, or fingers; high blood pressure; infection; antenatal (during pregnancy) anxiety, depression, or psychosis; postpartum depression, anxiety, or psychosis; frequent urination; incontinence; loss of balance; vision changes; varicose veins; changes in hormone levels; vaginal bleeding; menstruation; and lactation and conditions related to lactation, such as low milk supply, engorgement, plugged ducts, mastitis, or fungal infections. The preceding list of related medical conditions is not exhaustive.

Prohibited Conduct means: unlawful discrimination or harassment based on a person's Protected Class(es) or retaliation. Such misconduct involves a violation of Federal and/or State civil rights laws.

Relevant means: related to the allegations of Prohibited Conduct under investigation as part of the Board's grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged Prohibited Conduct occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged Prohibited Conduct occurred.

Remedies means: measures provided, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education programs or activities limited or denied by Prohibited Conduct. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that Prohibited Conduct occurred.

Respondent means: a person who is alleged to have engaged in Prohibited Conduct.

Retaliation means: intimidation, threats, coercion, or discrimination against any person by the District, a student, a Board employee, or any other person authorized by the Board to provide aid, benefit, or service under the District's education

programs or activities, for the purpose of interfering with any right or privilege secured by Federal or State law, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under applicable Federal or State laws or regulations.

School District community means: students and Board employees (i.e., administrators and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Supportive measures means: non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge to the complainant or the respondent before or after making a report or filing a complaint. Such measures are designed to restore or preserve that party's access to the District's education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter Prohibited Conduct. Supportive measures may include modifications of work schedules, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain work settings; training related to Prohibited Conduct, **(X)** referral to Employee Assistance Program, **[END OF OPTION]** and other similar measures.

Third Parties means: guests and/or visitors on District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Pregnancy, Childbirth, and Related Medical Conditions

The Board will not discriminate against an employee based on the person's current pregnancy, potential or intent to become pregnant, past pregnancy, or medical condition related to pregnancy or childbirth, or because the person uses birth control, or has had or not had an abortion.

Additionally, the Board will provide a reasonable accommodation to an employee's known limitation related to pregnancy, childbirth, or a related medical condition, unless the accommodation will cause the District undue hardship.

The Board will treat pregnancy, childbirth, and related medical conditions as any other temporary medical conditions for all job-related purposes, including commencement, duration, and extensions of leave; accrual of seniority and any other benefit or service; reinstatement; and under any fringe benefit offered to employees by virtue of employment.

The Board will provide reasonable break time for an employee to express breast milk while at work for the first year after the employee's child's birth. The Board will provide the employee with a space, other than a bathroom, that is clean, shielded from view, free from intrusion from coworkers and the public, and which the employee can use as needed to express breast milk. See Board Policy 6700 – Fair Labor Standards Act.

Nondiscrimination Based on Employee's Genetic Information

The Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of the individual's genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.

In accordance with the Genetic Information Nondiscrimination Act ("GINA"), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with GINA, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.

~~**[ ]** The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information. **[END OF OPTION]**~~

If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider, it shall be treated as a confidential medical record in accordance with law.

The District Compliance Officer (see below) shall be responsible for overseeing the District's compliance with applicable Federal regulations and promptly dealing with any inquiries or complaints. The District Compliance Officer or designee shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the Americans with Disabilities Act ("ADA") or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

~~**[ ]** The District offers health services **( )**, including a wellness program **[END OF INTERNAL OPTION]**. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to the person's health services providers, but only genetic information in aggregate form will be provided to the Board. **[END OF OPTION]**~~

District Compliance Officer(s)

[DRAFTING NOTES:

1. **Neola suggests the Board appoint both a male and a female to serve as the District Compliance Officers. By appointing two (2) District Compliance Officers, there should always be a District Compliance Officer available to address a claim that pertains to the other District Compliance Officer. If, however, the Board appoints more than one (1) District Compliance Officer, Neola recommends that it designate one (1) of the District Compliance Officers to retain ultimate oversight over the assigned responsibilities and ensure the Board's consistent compliance with its responsibilities under applicable Federal and State laws that prohibit unlawful discrimination/harassment based on protected classes and retaliation. Alternatively, the Board could appoint a District Compliance Officer and one (1) or more persons to assist the District Compliance Officer with performance of the responsibilities identified in this policy and its accompanying administrative guidelines. Often the person(s) designated to assist a District Compliance Officer is/are called Deputy or Assistant Compliance Officer(s). If the Board elects this alternative approach, it would designate a District Compliance Officer for purposes of this policy, and then designate the other position(s) through its AG. The person(s) in the alternative support role(s) will need to be trained in the same manner as the District Compliance Officer (see AG 1422).**

2. **The Board must list in this policy either the Name(s) or Title(s) of the District Compliance Officer(s); while the Board may list both the Name(s) and Title(s), Neola suggests that the Board only list the Title(s) in this policy (so the Board does not need to revise/amend the policy whenever there is a change in the actual person(s) holding the designated position(s)), but list both the Name(s) and Title(s) in the requisite notices/postings (e.g., website) and publications (e.g., handbooks). The District will also need to decide whether to list the Name(s) and Title(s), or just the Title(s), in Administrative Guideline 1422 if the District elects to identify the District Compliance Officer in the AG (see DRAFTING NOTE in the AG; again, if the District lists the Name(s) and Title(s), it will need to remember to update the AG whenever there is a change in the actual person(s) holding the designated position(s). No matter what, the Board will need to amend its policy and update its AG, requisite notices/postings, and publications, whenever it changes the Title of the position(s) designated to serve as the District Compliance Officer(s).**

3. **Reminder: Whenever a new person begins to serve as the District Compliance Officer (or in a support role to the District Compliance Officer), the District needs to make sure the new person is appropriately trained, in a timely manner, to fulfill the responsibilities of the position to which the person is assigned.]**

[END OF DRAFTING NOTES]

The Board designates and authorizes the following individual(s) to coordinate its efforts to comply with the Board's responsibilities under Federal and State laws that prohibit discrimination, including harassment, based on Protected Classes and retaliation (also known as "Civil Rights Coordinator(s)" or "Anti-Harassment Compliance Officer(s)") (hereinafter referred to as the "District Compliance Officer(s)" or "CO(s)"):

Mrs. Jessica Carter
Executive Director, Human Resources
Jackson Public Schools
522 Wildwood Avenue
Jackson, MI 49201
517-841-2155
jessica.carter@jpsk12.org

[DRAFTING NOTE: The District may want to create a static (i.e., fixed) District Compliance Officer -specific email address and phone number that will not change when the person(s) and/or position(s) designated to be the CO(s) change(s) – e.g., CO4CivilRights@(insert District's domain) – which the Technology Director/Department can program to be forwarded to the actual individual(s) serving as the District Compliance Officer(s) at any given time. Likewise, the District may want to establish a static Telephone Number for the position of District Compliance Officer that can be forwarded to, and accessed by, the actual person(s) serving in the CO position(s) at any given time. These two (2) steps will help reduce the information that needs to be updated in policy, AG, and/or the requisite notices/postings and publications when changes occur to the specific person(s)/position(s) designated to serve as the CO(s).]

[DRAFTING NOTE: Complete the following information if the Board appoints more than one (1) District Compliance Officer.]

[X] [DESIGNATION OF A SECOND DISTRICT COMPLIANCE OFFICER]

Mrs. Kelly Crum
Executive Director, School Climate and Curriculum
Jackson Public Schools
522 Wildwood Avenue
Jackson, MI 49201
517-841-2145
Kelly.Crum@jpsk12.org

[END OF OPTION]

[DRAFTING NOTE: As discussed above, if the Board designates more than one (1) CO, Neola recommends that the District select the following option.]

X] The Board designates _____Jessica Carter, Executive Director, Human Resources_____ **[DRAFTING NOTE: Insert Name and/or Title of the District Compliance Officer who is ultimately responsible for the District's compliance with its responsibilities under Federal and State laws that prohibit discrimination/harassment based on Protected Classes and retaliation** as the individual who is ultimately responsible for oversight over the Board's compliance with applicable Federal and State laws and regulations that prohibit discrimination based on the basis of Protected Classes and retaliation. **[END OF OPTION]**

X] The District Compliance Officer may delegate specific duties to one (1) or more designees. **[END OF OPTION]**

The contact information concerning the District Compliance Officer(s) will be published on the School District's website ~~( ) and annually [END OF OPTION]~~:

A. **(X)** in parent/student and staff handbooks.

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on each individual school's website.~~

D. ~~( ) in the School District's calendar.~~

E. **(X)** _____District Board of Education Policy Manual_____.

[DRAFTING NOTE: The Board may want to select the following option when the Superintendent is not the CO. While Neola recognizes that this may not always be possible, it may be preferable to have the CO be someone other than the Superintendent because then – if the CO serves as the investigator and decisionmaker – the Superintendent can serve as the appeal decisionmaker or the facilitator for the informal resolution process.]

[X] The District Compliance Officer(s) shall report directly to the Superintendent except when the Superintendent is a party to a complaint (i.e., either the complainant or the respondent). Under such circumstances, the CO(s) shall report directly to **[SELECT ONE OF THE FOLLOWING]** ~~( ) the Board President~~ **(X)** the Board's Legal Counsel ~~( ) _____ [OTHER] [END OF INTERNAL OPTIONS]~~ until the matter in which the Superintendent is a party is concluded. **[END OF OPTION]**

Questions about this policy ~~( ) and AG 1422~~ **~~[END OF OPTION]~~** should be directed to the District Compliance Officer(s).

The CO(s) is/are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, harassment, retaliation, or denial of equal opportunity/access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), Genetic Information Nondiscrimination Act (GINA), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. **[X** Any sections of the District's collective bargaining agreements dealing with hiring, promotion, demotion, discipline, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement set forth above. **[END OF OPTION] X]** In addition, as practical, gender-specific terms should be eliminated from such contracts. **[END OF OPTION]** Copies of the laws and regulations listed above are available upon request from the CO(s).

The CO(s) will be available during regular work hours to discuss concerns related to Prohibited Conduct, to assist employees, other members of the District community, and third parties who seek support or advice when informing another individual about Prohibited Conduct, including unwelcome conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The CO(s) shall monitor the District's education programs and activities for barriers to reporting information about conduct that reasonably may constitute Prohibited Conduct pursuant to Federal and/or State laws that prohibit discrimination/harassment based on the basis of a Protected Class/Category and retaliation, and take steps reasonably calculated to address such barriers.

Notice of Nondiscrimination

The Superintendent shall provide a notice of nondiscrimination to students, parents, guardians, or other authorized legal representatives of elementary and secondary students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the Board. Specifically, the Superintendent shall post the notice of nondiscrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to the persons listed above, or which are otherwise used in connection with the recruitment of employees. ~~( ) See AG 1422 and Form 1422F1 – Notice and Statement of Nondiscrimination.~~ **~~[END OF OPTION]~~**

NOTIFICATION/REPORTS OF PROHIBITED CONDUCT

Any person may provide information to the CO(s) concerning conduct that reasonably may constitute Prohibited Conduct. Such information may be submitted in person, by mail, by telephone, or by electronic mail using the CO's(s') published contact information, or by any other means (oral or written) that results in the CO(s) receiving the information. Information may be provided at any time (including during non-work hours). ~~[ ] Anonymous reports may be submitted using ( ) the online reporting form posted at _____ [insert the web address for the reporting form, or insert a hyperlink tied to the phrase "online reporting form"] [or] ( )~~ the hotline reporting number (~~_____ [insert phone number]). [END OF OPTION]~~

All Board employees are required to notify the CO(s) of conduct that reasonably may constitute Prohibited Conduct. For the Board to fulfill its responsibilities under applicable Federal and/or State laws, if a Board employee has knowledge of conduct that reasonably may constitute Prohibited Conduct, the Board employee must notify the/a CO within two (2) days of learning the information or receiving the report. **[DRAFTING NOTE: The applicable statutes and regulations do not specify within how many days the Board employee must notify the CO of receiving notification/a report of Prohibited Conduct; Neola suggests "two (2) days". Alternatively, the Board could make this language more open-ended – e.g., "* * * must immediately/promptly notify the/a CO of such information or report."]** The Board employee must also comply with mandatory reporting responsibilities pursuant to Policy 8462 – Student Abuse and Neglect, if applicable. If the Board employee's knowledge about the alleged Prohibited Conduct is based on another

individual bringing the information to the Board employee's attention, and the reporting individual submitted a written notification/report or complaint to the Board employee, the Board employee must provide the written notification/report or complaint to the CO.

Notification can be provided orally or in writing and should be as specific as possible. The person making the notification/report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a notification/report or complaint involves allegations of Prohibited Conduct by or involving the CO, the person making the report (i.e., providing the notification or filing the complaint) should submit it to the Superintendent or another Board employee who, in turn, will notify the Superintendent of the report/complaint. The Superintendent will then serve in place of the CO for purposes of addressing that report of Prohibited Conduct. **[DRAFTING NOTE: If the Superintendent is the CO, substitute "Board President" in place of "Superintendent."]**

When a Board employee notifies the CO of suspected Prohibited Conduct, the employee is required to report all known details about the alleged Prohibited Conduct including: (1) the name of the alleged respondent(s); (2) the person who experienced the alleged Prohibited Conduct (i.e., the complainant); (3) other persons involved in the alleged Prohibited Conduct (e.g., witnesses); and (4) any other relevant facts, such as date, time, and location. Failure to provide such notification may result in discipline, up to and including suspension or termination of employment.

Any allegations of misconduct not involving Prohibited Conduct as defined in this policy will be addressed through the procedures outlined in other Board policies ~~( ) and/or administrative guidelines [END OF OPTION]~~, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

When a notification/report or complaint of Prohibited Conduct is made, the CO shall promptly (i.e., within two (2) days **[DRAFTING NOTE: The applicable laws and/or regulations do not define "promptly" or otherwise specify within how many days the contact has to be made; Neola suggests "two (2) days."]** of the CO's receipt of the notification/report or complaint of Prohibited Conduct) contact the purported complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a complaint, and explain to the complainant the process for filing a complaint. The CO is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the complainant or respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

GRIEVANCE PROCEDURES

Overview:

The Board adopts the following grievance procedures to provide for the prompt, effective, and equitable resolution of complaints made by employees, applicants, or other individuals who are participating or attempting to participate in the District's education programs or activities (i.e., members of the School District community and Third Parties), or by the CO alleging any act of Prohibited Conduct.

These grievance procedures shall be used for all complaints of Prohibited Conduct unless it involves conduct involving a student, in which case the grievance procedures set forth in Policy 2260 or Policy 5517.01 shall apply. These grievances procedures set forth the means for investigating and resolving claims involving such Prohibited Conduct; in particular, the procedures provide a method for assessing – in a prompt, effective, and equitable manner – whether an applicable Federal or State law was violated and, if it was, how best to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.

Due to the sensitivity surrounding complaints of Prohibited Conduct, timelines are flexible for initiating the grievance procedures; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner.

[DRAFTING NOTE: Title VII of the Civil Rights Act of 1964 ("Title VII") prohibits discrimination in employment. Specifically, it prohibits employment discrimination based on race, color, religion, sex, or national origin, and applies to employers with fifteen (15) or more employees. Title IX, on the other hand, specifically prohibits discrimination based on sex in education programs and activities that receive Federal financial assistance, including employment within those institutions. Title IX is addressed by Board Policy 2266 and AG 2266. While both laws aim to prevent sex-based discrimination in the workplace, Title VII applies more broadly to various types of employers, whereas Title IX is limited to educational institutions receiving Federal funds. Ultimately, both laws aim to ensure equal employment opportunities and protect individuals from discrimination. When a District Compliance Officer receives a complaint or notification of alleged misconduct involving sex discrimination (in particular, sexual harassment) that involves an employee

complainant and an employee respondent, the District Compliance Officer should consult with the Title IX Coordinator and/or the Board's Legal Counsel concerning which law – it may be both – the District will need to comply with when investigating the allegations.]

Under all circumstances, the CO shall offer and coordinate supportive measures, as appropriate, in accordance with this policy ~~( ) and AG 1422 [END OF OPTION]~~.

Complaints:

The following people may make a complaint of Prohibited Conduct – i.e., request that the District investigate and determine whether Prohibited Conduct occurred:

A. a "complainant," which includes:

1. an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or

2. a person other than an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct at a time when that individual was participating or attempting to participate in the District's education programs or activities;

B. an authorized legal representative with the legal right to act on behalf of a complainant;

C. the District Compliance Officer.

A person is entitled to make a complaint of unlawful harassment only if they themselves are alleged to have been subjected to the unlawful harassment, or if the CO initiates a complaint.

[DRAFTING NOTE: This paragraph emphasizes that in order for a person to file a complaint of unlawful harassment, the person has to have been subjected to the alleged misconduct directly or be a person who has a legal right to act on behalf of the person who was subjected to the alleged misconduct. This is consistent with the prior paragraph, where the complainant is identified as an employee who was "subjected to conduct that could constitute Prohibited Conduct." The following paragraph, on the other hand, expands who can file a complaint – when the alleged Prohibited Conduct does not involve unlawful harassment, or the complaint involves allegations of retaliation – to persons who are aware of the alleged Prohibited Conduct, even if that person was not directly affected by or subject to the alleged Prohibited Conduct.]

With respect to complaints of Prohibited Conduct other than unlawful harassment, or complaints involving allegations of retaliation, in addition to the people listed above, the following persons have a right to make a complaint:

A. any employee of the District; or

B. any person other than an employee who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

The District may consolidate complaints of Prohibited Conduct against more than one (1) respondent, or by more than one (1) complainant against one (1) or more respondents, or by one (1) party against another party, when the allegations of Prohibited Conduct arise out of the same facts or circumstances. When more than one (1) complainant or more than one (1) respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

A person may file criminal charges simultaneously with filing a complaint. A person does not need to wait until the District's internal grievance procedures are completed before filing a criminal complaint. Likewise, questions or complaints relating to alleged violations of applicable Federal or State laws may be filed with the U.S. Department of Education's Office for Civil Rights, the U.S. Department of Justice's Civil Rights Division, the U.S. Equal Employment Opportunity Commission, or the Michigan Department of Civil Rights, at any time based on the underlying statutory basis for the complaint.

Basic Requirements:

The District will treat complainants and respondents equitably.

All persons involved with implementing the grievance procedures and any other aspects of this Policy, including the District Compliance Officer, the investigator, the decisionmaker, and the appeal decisionmaker, **(X)** and the facilitator of the informal resolution process, **[END OF OPTION]** shall be free from any conflicts of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

[X] The CO may serve simultaneously as an investigator and/or a decisionmaker. **[END OF OPTION] [DRAFTING NOTE: Neola recommends the Board select this OPTION; note it is "may" (i.e., optional) so the CO can decide when to serve in both roles and when to designate one or more persons to perform these responsibilities in a given case.]**

If the CO does not intend to serve as the investigator/decisionmaker in a specific case, the CO shall designate one (1) or more administrators who are appropriately trained to serve in the role.

In circumstances when the CO and trained administrators do not have time/capacity to serve, or are prevented due to a conflict of interest, bias, or partiality, or other reasons impair the CO and other trained administrators from serving as an investigator/decisionmaker in a specific case, the CO shall **(X)**, in consultation with **(X)** and approval of **[END OF OPTION]** the Superintendent ~~or **( ) Board ( ) Board President (as appropriate), [END OF OPTION]**~~ secure one (1) or more independent third parties to serve as the investigator and/or decisionmaker.

The District presumes that the respondent is not responsible for the alleged Prohibited Conduct until a determination is made at the conclusion of its grievance procedures.

Under ordinary circumstances, the Board expects to complete the major stages of the grievance procedures within the timeframe specified below:

A. **Evaluation** – The District Compliance Officer will determine whether to dismiss a complaint or investigate it within _ten__ (_10_) **[INSERT AMOUNT]** days of receiving the complaint. **[DRAFTING NOTE: Neola recommends that the evaluation stage be completed within ten (10) days of the CO receiving notice of the complaint.]**

B. **Investigation** – The CO, or designated investigator/decisionmaker, shall ordinarily complete the investigation (i.e., collect relevant evidence that is not otherwise impermissible) and issue a Determination (i.e., consider the rlevant and not otherwise impermissible evidence and decide whether Prohibited Conduct occurred) within __twenty__ (_20_) **[INSERT AMOUNT]** days of the CO determining the charges require investigation. **[DRAFTING NOTE: Recognizing that it is important for investigations to be completed and Determinations issued in a prompt and equitable manner, Neola recommends that a school district typically complete an investigation and issue a Determination within twenty (20) days.]**

   [DRAFTING NOTE: If the investigator/decisionmaker is someone other than the CO, upon written request from the investigator/decisionmaker, the CO should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. If the CO is the investigation/decisionmaker: upon written request from the CO, the Superintendent should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. In either situation, the administrator granting the extension should communicate to the parties the new deadline along with a rationale for the extension.]

   If, however, the CO, or designated investigator/decisionmaker, determines that the investigation is going to take longer, the CO will so notify the parties **(X)** and the Superintendent **[END OF OPTION]** and will thereafter keep the parties **(X)** and the Superintendent **[END OF OPTION]** informed of the status of the matter on a _____regular_____ **[INSERT TIME PERIOD – E.G., BIWEEKLY OR REGULAR]** basis.

C. **Appeal –** A party filing an appeal of the CO's decision to dismiss a complaint **(X)**, or the Determination, **[END OF OPTION]** must do so within __five_ (_5_) **[INSERT AMOUNT]** days of receiving the Dismissal **(X)** or Determination **[END OF OPTION]**. **[DRAFTING NOTE: Neola recommends the Board allow limited appeals based on the Determination. See DRAFTING NOTE below in the appeal section.]**

The CO, or the Superintendent if the CO is the individual requesting an extension, may approve reasonable extensions of the preceding timeframes on a case-by-case basis for good cause with notice to the parties.

The District will take reasonable steps to protect the privacy of the parties and witnesses. ~~**[ ] These steps will not restrict the ability of the parties to present evidence or otherwise participate in the grievance procedures. [END OF OPTION]**~~ The parties shall not engage in retaliation, including against witnesses.

The CO, or designated investigator/decisionmaker, shall objectively evaluate all evidence that is relevant and not otherwise impermissible — including both inculpatory and exculpatory evidence. Credibility determinations shall not be based on a person's status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking such evidence, are impermissible (i.e., will not be accessed or

considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

A. evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed voluntarily waived the privilege or confidentiality; and

B. a party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its grievance procedures.

Notice of Allegations:

Upon initiation of the Board's grievance procedures, the District Compliance Officer shall notify the parties of the following:

A. the Board's grievance procedures **(X)** and informal resolution process **[END OF OPTION]** associated with claims involving Prohibited Conduct; **[DRAFTING NOTE: Neola encourages the Board to include an informal resolution process.]**

B. sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute Prohibited Conduct, and the date(s) and location(s) of the alleged incident(s); and

C. retaliation is prohibited.

Should the CO decide, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the CO will provide a supplemental written notice describing the additional allegations to be investigated.

Dismissal of a Complaint:

The CO may dismiss a complaint of Prohibited Conduct if:

A. the District is unable to identify the respondent after taking reasonable steps to do so;

B. the respondent is not participating in the District's education program or activity and is not employed by the Board;

C. the complainant voluntarily withdraws any or all the allegations in the complaint, the CO declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute Prohibited Conduct even if proven; or

D. the District determines the conduct alleged in the complaint, even if proven, would not constitute Prohibited Conduct. Before dismissing the complaint, the CO will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the CO will promptly notify, in writing, the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, the CO will also simultaneously notify, in writing, the respondent of the dismissal and the basis for the dismissal.

The CO will further notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of the complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the CO will also notify the respondent that the dismissal may be appealed.

Dismissals may be appealed on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

C. the CO had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that would change the outcome.

If the dismissal is appealed, the CO will:

A. notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;

B. implement appeal procedures equally for the parties;

C. ensure that the appeal decisionmaker did not take part in the original dismissal of the complaint;

D. ensure that the appeal decisionmaker has been trained consistent with this Policy ~~( ) and AG 1422~~ ~~**[END OF OPTION]**~~;

E. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and

F. notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the CO will, at a minimum:

A. offer supportive measures to the complainant as appropriate;

B. if the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

C. take other prompt and effective steps, as appropriate, to ensure that Prohibited Conduct does not continue or recur within the District's education programs or activities.

[DRAFTING NOTE: Neola encourages the Board to select the following option so the CO can choose, in appropriate circumstances, to offer the parties the opportunity to participate in an informal resolution process, or to honor the parties' request to use an informal resolution process, to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.]

[X [OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Informal Resolution Process:

In lieu of resolving a complaint through the Board's formal grievance procedures, the parties may instead elect to participate in an informal resolution process. The District will not offer informal resolution to resolve a complaint when such a process would conflict with Federal, State, or local law.

[END OF OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Adding Allegations and/or Consolidating Complaints:

If, in the course of an investigation, the District decides to investigate additional allegations of Prohibited Conduct by the respondent toward the complainant that are not included in the original Notice of Allegations or to consolidate charges raised in a different complaint involving the same respondent, the CO will notify the parties of the additional allegations.

Investigation:

The District will provide for an adequate, reliable, and impartial investigation of complaints.

The burden is on the District — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether Prohibited Conduct occurred.

The CO, or the designated investigator/decisionmaker, will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The CO, or the designated investigator/decisionmaker, will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible, regardless of relevance.

Determination of Whether Prohibited Conduct Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the CO or designated investigator/decisionmaker will:

A. Use the preponderance of the evidence standard of proof to determine whether Prohibited Conduct occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker, applying the applicable standard, is not persuaded by the relevant and not otherwise impermissible evidence that Prohibited Conduct occurred, regardless of the quantity of the evidence, the decisionmaker will not determine that Prohibited Conduct occurred. **[DRAFTING NOTE: While a board of education could elect to use the "clear and convincing" evidence standard of proof, Neola does not recommend it. If a board does select the "clear and convincing" standard, it should use it in all other comparable proceedings. Neola expects it will be a rare situation when a board chooses to use a clear and convincing standard of proof.]**

B. Notify the parties, in writing, of the determination whether Prohibited Conduct occurred, including the rationale for such determination ~~( ), and the procedures and permissible bases for the complainant and respondent to appeal [END OF OPTION]~~.

C. Not impose discipline on a respondent for Prohibited Conduct unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in Prohibited Conduct.

D. If there is a determination that Prohibited Conduct occurred, the CO will, as appropriate:

1. coordinate the provision and implementation of remedies to a complainant and other people the District identifies as having had equal access to the District's education programs or activities limited or denied by the Prohibited Conduct;

2. coordinate the imposition of any disciplinary sanctions on a respondent ~~( ), including notification to the complainant of any such disciplinary sanctions [END OF OPTION]~~; and

3. take other appropriate prompt and effective steps to ensure that the Prohibited Conduct does not continue or recur within the District's education programs or activities.

E. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent.

F. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement based solely on the determination of whether Prohibited Conduct occurred.

[DRAFTING NOTE: If the CO dismisses a complaint in the Evaluation stage (i.e., prior to commencing an investigation), the complainant may appeal as set forth above. Neola also recommends the Board include an appeal process related to the Determination.]

X] [OPTIONAL LANGUAGE - APPEAL OF DETERMINATION]

Appeal of Determinations:

If a party disagrees with the decisionmaker's determination as to whether Prohibited Conduct occurred, the party may file an appeal. Appeals must be submitted, in writing, within __five__ (_5_) **(INSERT AMOUNT)** days of the appealing party's receipt of the Determination.

A party may appeal a Determination on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the investigation occurred and the Determination was made; and

C. the CO, or the designated investigator/decisionmaker, had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome;

[DRAFTING NOTE: The Board may insert additional grounds on which an appeal may be filed.]

D. ~~( ) the recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Prohibited Conduct).~~

E. ~~( ) [OTHER] _____~~.

~~[ ] The complainant may not challenge the ultimate disciplinary sanction/consequence that is imposed.~~ **~~[END OF OPTION]~~**

[DRAFTING NOTE: The following options are offered in case the Board wants the Superintendent to serve as the appeal decisionmaker or the Board wants to nominally be identified as the appeal decisionmaker but will be delegating the responsibility to a person who is properly trained. Neola does not recommend that the Board itself be named as the appeal decisionmaker because of the preference for the decisionmaker to be trained to render a decision. If the Board wants to serve as the appeal decisionmaker, it should discuss this issue with its Legal Counsel. Select OPTION 1 or OPTION 2 below.]

~~[ ] [OPTION 1]~~

~~The CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained ( ), as set forth in AG 1422~~ **~~[END OF INTERNAL OPTION].~~**

~~The CO has authority ( ), in consultation with ( ) and approval of~~ **~~[END OF OPTION]~~** ~~the Superintendent or ( ) Board ( ) Board President (as appropriate),~~ **~~[END OF OPTIONS]~~** ~~to secure an independent Third Party to serve as the appeal decisionmaker.~~

~~[ ] In designating an appeal decisionmaker, the CO will work with the Board to identify and appoint an independent Third Party to serve as the appeal decisionmaker – this individual shall be considered to be the Board's designee and will submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO who will send it simultaneously to the parties.~~ **~~[END OF OPTIONAL SENTENCE]~~**

[END OF OPTION 1]

[X] [OPTION 2]

The Superintendent shall serve as the appeal decisionmaker, provided the Superintendent has not been otherwise involved in the grievance procedures (i.e., did not serve as the investigator/decisionmaker or informal resolution process facilitator) and is appropriately trained. If the Superintendent is not eligible to serve as the appeal decisionmaker, the CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained ~~( ), as set forth in AG 1422~~ **~~[END OF INTERNAL OPTION]~~**.

[END OF OPTION 2]

[END OF OPTIONS]

If a party appeals the Determination, the CO will:

A. notify the parties of the appeal;

B. implement appeal procedures equally for the parties;

C. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the Determination;

D. provide the appeal decisionmaker with the relevant and not otherwise impermissible evidence and the Determination; and

E. notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.

Parties Provided a Reasonable and Equal Opportunity to Make a Statement in Support of, or Challenging, the Dismissal (X) or Determination [END OF OPTION]

When a party files an appeal, the party must set forth the reason(s)/basis/bases for the appeal, and the other party will have __five__ (_5_) **[INSERT AMOUNT]** days to provide the appeal decisionmaker with a statement in support of their position. Once the decisionmaker receives the statement (or the deadline for filing such a statement expires), the appeal decisionmaker will have _ten___ (_10_) **[INSERT AMOUNT]** days to issue a decision on the appeal.

[DRAFTING NOTE: Neola suggests any appeals should be filed within five (5) days of the parties receiving written notice of the Determination. Neola further suggests that the timeline for the other party submitting a statement be equivalent to the timeframe in which an appeal has to be filed. Finally, Neola suggests the appeal decisionmaker have ten (10) days from receipt of the statements to issue a decision.]

While a party appealing a Determination may argue the reason/basis for the appeal is that new evidence has been discovered/obtained that would change the outcome and that said new evidence was not reasonably available when the Determination was originally made, the party may not submit the new or additional evidence during the appeal process. Rather, the party appealing should identify/describe in detail the evidence, including how and when it was discovered/obtained, and explain why it was not reasonably available during the Investigation (i.e., prior to the Determination). If the appeal decisionmaker accepts the proffered explanation, the appeal decisionmaker should remand the case back to the investigator/decisionmaker (i.e., reopen the investigation) so the new evidence may be submitted and considered by the other party and the investigator/decisionmaker.

The appeal decisionmaker shall determine the outcome of the appeal based on the appeal decisionmaker's independent review of the record (i.e., the relevant and not otherwise impermissible evidence and the written determination) and the appeal decisionmaker's application of the law and Board policy to the facts in the record. The appeal decisionmaker must give due deference and due weight to the decisionmaker's factual findings and credibility determinations and should not overturn them unless non-testimonial extrinsic evidence in the record justifies a contrary conclusion or unless the record read in its entirety compels a contrary conclusion. Generally, the appeal decisionmaker is expected to uphold the original Determination unless the appeal decisionmaker concludes the original Determination is unlawful, unreasonable, or against the manifest weight of the evidence. Every reasonable presumption must be made in favor of the original Determination.

The appeal decisionmaker shall

[DRAFTING NOTE: The Board must select either OPTION 1 or OPTION 2 unless the Board appointed an independent Third Party to serve as the Board's appeal decisionmaker, in which case the Board should select OPTION 3.]

(X) [OPTION 1]

simultaneously notify the parties, in writing, of the result of the appeal and the rationale for the outcome.

[END OF OPTION 1]

~~**[OR]**~~

~~**( ) [OPTION 2]**~~

-

~~notify the CO, in writing, of the result of the appeal and the rationale for the outcome. The CO will then simultaneously notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

-

~~**[END OF OPTION 2]**~~

-

~~**[OR]**~~

~~**( ) [OPTION 3]**~~

-

~~submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO, who will send it simultaneously to the parties. The appeal decision shall set forth the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

-

~~**[END OF OPTION 3]**~~

The **(X)** appeal decisionmaker's ~~**( ) Board's [END OF OPTION]**~~ decision shall be final.

[END OF OPTIONAL LANGUAGE - APPEAL OF DETERMINATION]

Supportive Measures:

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education programs or activities or provide support during the grievance procedures and/or during the informal resolution process. For allegations of Prohibited Conduct other than prohibited harassment or retaliation, the District's provision of support measures does not require the District, Board employees, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory/retaliatory conduct for the purpose of providing a supportive measure.

The CO shall determine appropriate supportive measures on a case-by-case basis. Supportive measures may vary depending on what the CO deems to be reasonably available. Supportive measures may include, but are not limited to:

modifications of work schedules, mutual restrictions on contact between the parties; changes in work locations; leaves of absence; increased security and monitoring of certain work settings; training related to Prohibited Conduct; **(X)** referral to Employee Assistance Program; **[END OF OPTION** and other similar measures.

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties and/or the District's educational environment, or to provide support during the Board's grievance procedures or the informal resolution process.

The District will not impose such measures for punitive or disciplinary reasons.

The CO may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures, or at the conclusion of the informal resolution process, or the District may continue them beyond that point.

A party may seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

The District will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the District's education programs or activities, or as otherwise permitted under existing law and/or policy.

The Superintendent may place an employee respondent on administrative leave from employment responsibilities during the pendency of the Board's grievance procedures.

Disciplinary Sanctions and Remedies:

Following a determination that Prohibited Conduct occurred, the District may impose disciplinary sanctions, which may include:

A. **(X)** oral or written warning;

B. **(X)** written reprimands;

C. ~~**( ) required counseling;**~~

D. **(X)** required training or education;

E. ~~**( ) demotion;**~~

F. ~~**( ) suspension with pay;**~~

[END OF OPTIONS]

G. suspension without pay;

H. termination; and

I. any other sanction authorized by any applicable Board policy, Employee/Administrator Handbook, and/or collective bargaining agreement.

The District may also provide remedies, which may include disciplinary sanctions/consequences. The CO will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation and implement appropriate remedies in compliance with applicable due process procedures, whether statutory or contractual.

[DRAFTING NOTE: The Board should review applicable policy(ies)/administrative guidelines/employee handbooks to determine whether changes are needed to establish timelines associated with imposition of discipline as a result of possible delays caused by the Board implementing the preceding grievance procedures; likewise, the Board may need to discuss with union representatives how implementation of the grievance procedures may impact any disciplinary provisions contained in applicable collective bargaining (e.g., timelines, permitted attendees at investigative interviews, etc.).]

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging Prohibited Conduct or retaliation, or participates in an investigation, is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the U.S. Constitution, the Michigan Constitution, Federal or State law, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including initiating a disciplinary process against a person for a code of conduct violation that does not involve Prohibited Conduct but arises out of the same facts and circumstances as a complaint or information reported about possible Prohibited Conduct, for the purpose of interfering with the exercise of any right or privilege secured by Federal or State law constitutes retaliation. Retaliation against a person for making a complaint or participating in an investigation is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above. The District shall initiate its grievance procedures upon receiving any complaint alleging retaliation.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination that Prohibited Conduct occurred, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. The District will keep confidential the identity of any individual who has made a complaint of Prohibited Conduct, any complainant, any individual who has been reported to be the perpetrator of Prohibited Conduct, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of relevant Federal or State law or regulations, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the complainant's and respondent's receipt of the information to which they are entitled related to the investigation and determination of whether Prohibited Conduct occurred). All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the respondent must be provided the complainant's identity.

During an investigation, the CO or designated investigator/decisionmaker will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to other members of the School District Community or Third Parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against Prohibited Conduct by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where Prohibited Conduct is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution ~~( ) and the principles of academic freedom as set forth in the applicable collective bargaining agreement~~ **~~[END OF OPTION]~~**. In no

case will a respondent be found to have committed Prohibited Conduct based on expressive conduct that is protected by the First Amendment ~~( ) and/or the principles of academic freedom specified in the Board's collective bargaining agreement with its teachers~~ **~~[END OF OPTION]~~.**

Training

All employees, investigators, decisionmakers, facilitators of informal resolution process, the District Compliance Officer(s), and other persons who are responsible for implementing the Board's grievance procedures or have the authority to modify or terminate supportive measures shall receive training related to their duties under applicable Federal and State laws and this policy. ~~[ ] The training shall be provided promptly upon hiring or a change of position that alters their duties under this policy, and annually thereafter.~~ **~~[END OF OPTIONAL SENTENCE]~~** The training shall not rely on stereotypes involving Protected Classes.

~~[ ] Training materials will be made available for inspection upon request by members of the public.~~ **~~[END OF OPTION]~~**

Recordkeeping (including retention of investigatory records and materials)

The District Compliance Officer(s) is/are responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation. Records and materials associated with the implementation of this policy shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for the period set forth below, unless required to be maintained for a longer period pursuant to the District's records retention schedule.

[DRAFTING NOTE: For purposes of uniformity, Neola recommends that the Board use the same seven (7) year period for recordkeeping that is required by the 2020 Title IX regulations - see Board Policy 2266; if the Board selects a different timeframe for maintaining the below specified records, it should verify the time period selected is consistent with and/or reflected in its record retention schedule – see AG 8310.]

The District shall maintain for a period of seven (7) calendar years the following records:

A. for each complaint of Prohibited Conduct, records documenting the informal resolution process and/or the grievance procedures followed and the resulting outcome;

B. for each notification that the District Compliance Officer receives of information about conduct that reasonably may constitute Prohibited Conduct, records documenting the actions the District took to implement this policy; and

C. all materials used to provide the training referenced above ~~( ) and in AG 1422~~ **~~[END OF OPTION].~~**

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records, medical records).

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy including, but not limited to, District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, or facilitator of the informal resolution process.

The Board also retains discretion to appoint two (2) or more persons to jointly fulfill the role of District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process.

The Superintendent may delegate functions assigned to a specific Board employee under this policy including, but not limited to, the functions assigned to the District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process to any suitably qualified individual, and such delegation may be rescinded by the Superintendent at any time.

[DRAFTING NOTE: The following option expressly sets forth authority that the Board has, regardless of whether it is included in this policy, but is offered for those boards of education that may want to affirmatively communicate to/address these issues for readers of this policy.]

~~**[ ] Discretion in Application**~~

~~The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific complainant and/or respondent.~~

~~Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible that unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.~~

~~The provisions of this policy are not contractual in nature, whether in their own right or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.~~

~~**[END OF OPTION]**~~

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Legal

M.C.L. 37.2101 et seq., 37.1101 et seq.

20 U.S.C. 1092(F)(6)(A)(v)

20 U.S.C. 1232g

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

29 C.F.R. Part 1635

29 U.S.C. 201 et seq., The Fair Labor Standards Act ("FLSA")

29 U.S.C. 218d, PUMP for Nursing Mothers Act ("PUMP Act")

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 701 et seq. (in particular 794), Rehabilitation Act of 1973, as amended

34 C.F.R. Part 110 (7/27/93)

38 U.S.C. Chapter 43 4301-4335 (see in particular 4311(a) [prohibits discrimination based on military service] and 4312 [reemployment rights]), Uniformed Services Employment and Reemployment Rights Act ("USERRA")

42 U.S.C. 1983

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq., Civil Rights Act of 1964 (e.g., Title VI and Title VII), as amended by the Pregnancy Discrimination Act

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 2000gg, Pregnant Workers Fairness Act ("PWFA")

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

Fourteenth Amendment, U.S. Constitution

Book	Policy Manual
Section	Vol. 40, No. 1 - Nondiscrimintation - September 2025 MI Update Board Revisions
Title	Vol. 40, No. 1 - Nondiscrimination - September 2025 Replacement NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT
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Replacement Policy - Vol. 40, No. 1

3122 - **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including pregnancy, childbirth, and releated medical conditions; sexual orientation; and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, Protected Classes) in its programs and activities, including employment opportunities.

The Board is committed to providing a work environment that is free from Prohibited Conduct, responding promptly and effectively when it has knowledge of conduct that reasonably may constitute Prohibited Conduct, and addressing Prohibited Conduct in its education programs or activities. This commitment applies to all District operations and this policy applies to Prohibited Conduct occurring within or as a part of the District's education programs and activities, whether on school property or at another location during an activity sponsored by the Board.

Persons who commit Prohibited Conduct are subject to the full range of disciplinary sanctions set forth in this policy.

The Board will provide persons who have experienced Prohibited Conduct with ongoing remedies as reasonably necessary to restore or preserve access to the District's education programs or activities.

All school employees share responsibility for avoiding, discouraging, and reporting any form of Prohibited Conduct.

The Board will take immediate action to address the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging Prohibited Conduct, or has participated in the below-described grievance procedures.

B. Filing a malicious or knowingly false report or complaint of Prohibited Conduct.

C. Disregarding, failing to appropriately address, or delaying action to appropriately address allegations of Prohibited Conduct when responsibility for reporting and/or investigating such charges comprises part of one's administrative/supervisory duties.

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Bullying means: any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult, that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment; or unreasonably interfere with the individual's work performance or participation. It may involve: (a) threats; (b) intimidation; (c) stalking; (d) cyberstalking; (e) cyberbullying; (f) physical violence; (g) theft; (h) sexual, religious, or racial harassment; (i) public humiliation; or (j) destruction of property. Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees, and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal and/or State civil rights laws. Ordinary teasing, horseplay, arguments, and peer conflict do not constitute bullying for purposes of this policy.

Complainant means: an employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or a person, other than an employee, who is alleged to have been subjected to conduct that could constitute Prohibited Conduct and who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

Complaint means: an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Prohibited Conduct.

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., days that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Disciplinary sanctions means: consequences imposed on a respondent following a determination that the respondent engaged in Prohibited Conduct.

Education programs or activities refer to: all the District's operations including, but not limited to, in-person and online/remote educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all programs and activities operated by the Board on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off school property/grounds but over which the District asserts disciplinary authority (e.g., at off-campus activities sponsored by the Board).

Exculpatory evidence means: evidence that is favorable to a respondent because it helps excuse, justify, or absolve a respondent of alleged wrongdoing and tends to establish that a respondent did not engage in Prohibited Conduct.

Genetic information means: information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.

Harassment means: any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against an employee that (a) places the employee in reasonable fear of harm to their person or damage to their property; (b) has the effect of substantially interfering with the employee's work performance; or (c) has the effect of substantially disrupting the orderly operation of a school. Each of the following types of harassment involves unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's protected characteristic(s) and has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

A. **Age Harassment** means: harassment based on negative perceptions about older workers. It also includes harassment based on stereotypes about older workers, even if they are not motivated by animus, such as pressuring an older employee to transfer to a job that is less technology-focused because of the perception that older workers are not well-suited to such work or encouraging an older employee to retire.

B. **Disability Harassment** means: harassment based upon a person's disability and includes harassment based upon stereotypes about individuals with disabilities in general or about an individual's particular disability. It also includes harassment based on traits or characteristics linked to an individual's disability, such as how the person speaks, looks, or moves. For example, negative comments about an individual's speech patterns, movement, physical impairments, or defects/appearances, or the like. Disability-based harassment includes: (a) harassment because an individual requests or receives reasonable accommodation; (b) harassment because an individual is regarded as having an impairment, even if the individual does not have an actual disability, or a record of disability; (c) harassment because an individual has a record of a disability, even if the individual currently does not have a disability; and (d) harassment based on the disability of an individual with whom the employee is associated. Finally,

disability-based harassment may occur where conduct is directed at or pertains to a person's genetic information.

C. **National Origin/Ancestry Harassment** means: harassment due to a person's (or their ancestor's) place of origin. Such harassing conduct can include ethnic slurs or epithets, derogatory comments about individuals of a particular nationality, and use of stereotypes about a person's national origin. Additionally, it can include harassment regarding traits or characteristics linked to an individual's national origin, such as physical characteristics, ethnic or cultural characteristics or customs (e.g., surnames, attire, or diet), or linguistic characteristics (e.g., a person's manner of speaking, non-English language accent, or a lack of fluency in English).

D. **Race/Color Harassment** means: unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's race or color and has the purpose or effect of interfering with the individual's work performance; or creating an intimidating, hostile, or offensive work environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

E. **Religious (Creed) Harassment** means: harassment based on a person's surname, religion (including atheism or lack of religious belief), religious traditions and practices, or religious dress/clothing, and includes making offensive comments about the same. It also includes religious slurs or epithets, harassing conduct based on religious stereotypes, and harassment associated with a person's request for and/or receipt of religious accommodation. Religious harassment also involves explicitly or implicitly coercing an employee to engage in religious practices at work.

F. **Sexual Harassment** means (for purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964): unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment; (b) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of interfering with the individual's work performance; or creating an intimidating, hostile, or offensive working environment. Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

1. Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

2. Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

    a. Conduct of a sexualized nature, such as unwanted conduct expressing sexual attraction or involving sexual activity (e.g., unwelcome sexual propositions, invitations, solicitations, and flirtations; unwanted physical and/or sexual contact, including unwelcome and inappropriate touching, patting, or pinching **(X)**; and obscene gestures **[END OF OPTION]**.

    b. Sexual attention or sexual coercion, such as demands or pressure for sexual favors (e.g., threats or insinuations that a person's employment, wages, or other conditions of employment may be adversely affected by not submitting to sexual advances; giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship; leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin).

    c. Rape, sexual assault, or other acts of sexual violence.

    d. Discussing or displaying visual depictions of sex acts or sexual remarks (e.g., unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, texts, etc.; sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings or literature placed in the work environment; asking or telling about sexual fantasies, sexual preferences, or sexual activities; speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history).

    e. A consensual sexual relationship where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

    f. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

g. Non-sexual conduct based on sex, such as sex-based epithets; sexist comments (such as remarks that women do not belong in management or that men do not belong in the nursing profession); or facially sex-neutral offensive conduct motivated by sex (such as bullying directed toward employees of one sex).

h. Harassment based on pregnancy, childbirth, or related medical condition, which may include issues pertaining to lactation, using or not using contraception, or deciding whether to have, or not to have, an abortion.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be objectively offensive (a reasonable person would find it hostile or abusive), subjectively offensive (the complainant actually perceived it as abusive), and either sufficiently severe (a single extremely serious incident) or pervasive (a pattern of behavior), such that it adversely affects, limits, or denies an individual's employment, or creates a hostile or abusive employment environment.

Inculpatory evidence means: evidence that links a respondent to alleged wrongdoing and tends to establish a respondent engaged in Prohibited Conduct (i.e., has culpability).

Military status means: a person's past, current, or future membership, service, or obligation in a uniformed service (e.g., Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, Public Health Service Commissioned Corps, and National Oceanic and Atmospheric Administration Commissioned Officer Corps). Service in the uniformed services also means the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It further includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

Party means: a complainant or respondent.

Pregnancy, childbirth, or related medical conditions means:

A. "Pregnancy" and "childbirth" refer to the pregnancy or childbirth of a specific employee and include, but are not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).

B. "Related medical conditions" are medical conditions relating to the pregnancy or childbirth of a specific employee, and may include termination of pregnancy, including via miscarriage, stillbirth, or abortion; ectopic pregnancy; preterm labor; pelvic prolapse; nerve injuries; cesarean or perineal wound infection; maternal cardiometabolic disease; gestational diabetes; preeclampsia; HELLP (hemolysis, elevated liver enzymes and low platelets) syndrome; hyperemesis gravidarum; anemia; endometriosis; sciatica; lumbar lordosis; carpal tunnel syndrome; chronic migraines; dehydration; hemorrhoids; nausea or vomiting; edema of the legs, ankles, feet, or fingers; high blood pressure; infection; antenatal (during pregnancy) anxiety, depression, or psychosis; postpartum depression, anxiety, or psychosis; frequent urination; incontinence; loss of balance; vision changes; varicose veins; changes in hormone levels; vaginal bleeding; menstruation; and lactation and conditions related to lactation, such as low milk supply, engorgement, plugged ducts, mastitis, or fungal infections. The preceding list of related medical conditions is not exhaustive.

Prohibited Conduct means: unlawful discrimination or harassment based on a person's Protected Class(es) or retaliation. Such misconduct involves a violation of Federal and/or State civil rights laws.

Relevant means: related to the allegations of Prohibited Conduct under investigation as part of the Board's grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged Prohibited Conduct occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged Prohibited Conduct occurred.

Remedies means: measures provided, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education programs or activities limited or denied by Prohibited Conduct. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that Prohibited Conduct occurred.

Respondent means: a person who is alleged to have engaged in Prohibited Conduct.

Retaliation means: intimidation, threats, coercion, or discrimination against any person by the District, a student, a Board employee, or any other person authorized by the Board to provide aid, benefit, or service under the District's education

programs or activities, for the purpose of interfering with any right or privilege secured by Federal or State law, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under applicable Federal or State laws or regulations.

School District community means: students and Board employees (i.e., administrators and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Supportive measures means: non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge to the complainant or the respondent before or after making a report or filing a complaint. Such measures are designed to restore or preserve that party's access to the District's education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter Prohibited Conduct. Supportive measures may include modifications of work schedules, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain work settings; training related to Prohibited Conduct, **(X)** referral to Employee Assistance Program, **[END OF OPTION]** and other similar measures.

Third Parties means: guests and/or visitors on District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Pregnancy, Childbirth, and Related Medical Conditions

The Board will not discriminate against an employee based on the person's current pregnancy, potential or intent to become pregnant, past pregnancy, or medical condition related to pregnancy or childbirth, or because the person uses birth control, or has had or not had an abortion.

Additionally, the Board will provide a reasonable accommodation to an employee's known limitation related to pregnancy, childbirth, or a related medical condition, unless the accommodation will cause the District undue hardship.

The Board will treat pregnancy, childbirth, and related medical conditions as any other temporary medical conditions for all job-related purposes, including commencement, duration, and extensions of leave; accrual of seniority and any other benefit or service; reinstatement; and under any fringe benefit offered to employees by virtue of employment.

The Board will provide reasonable break time for an employee to express breast milk while at work for the first year after the employee's child's birth. The Board will provide the employee with a space, other than a bathroom, that is clean, shielded from view, free from intrusion from coworkers and the public, and which the employee can use as needed to express breast milk. See Board Policy 6700 – Fair Labor Standards Act.

Nondiscrimination Based on Employee's Genetic Information

The Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of the individual's genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.

In accordance with the Genetic Information Nondiscrimination Act ("GINA"), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with GINA, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.

~~**[ ]** The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information. **[END OF OPTION]**~~

If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider, it shall be treated as a confidential medical record in accordance with law.

The District Compliance Officer (see below) shall be responsible for overseeing the District's compliance with applicable Federal regulations and promptly dealing with any inquiries or complaints. The District Compliance Officer or designee shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the Americans with Disabilities Act ("ADA") or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

~~[ ] The District offers health services ( ), including a wellness program~~ **~~[END OF INTERNAL OPTION]~~**~~. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to the person's health services providers, but only genetic information in aggregate form will be provided to the Board.~~ **~~[END OF OPTION]~~**

District Compliance Officer(s)

[DRAFTING NOTES:

1. **Neola suggests the Board appoint both a male and a female to serve as the District Compliance Officers. By appointing two (2) District Compliance Officers, there should always be a District Compliance Officer available to address a claim that pertains to the other District Compliance Officer. If, however, the Board appoints more than one (1) District Compliance Officer, Neola recommends that it designate one (1) of the District Compliance Officers to retain ultimate oversight over the assigned responsibilities and ensure the Board's consistent compliance with its responsibilities under applicable Federal and State laws that prohibit unlawful discrimination/harassment based on protected classes and retaliation. Alternatively, the Board could appoint a District Compliance Officer and one (1) or more persons to assist the District Compliance Officer with performance of the responsibilities identified in this policy and its accompanying administrative guidelines. Often the person(s) designated to assist a District Compliance Officer is/are called Deputy or Assistant Compliance Officer(s). If the Board elects this alternative approach, it would designate a District Compliance Officer for purposes of this policy, and then designate the other position(s) through its AG. The person(s) in the alternative support role(s) will need to be trained in the same manner as the District Compliance Officer (see AG 3122).**

2. **The Board must list in this policy either the Name(s) or Title(s) of the District Compliance Officer(s); while the Board may list both the Name(s) and Title(s), Neola suggests that the Board only list the Title(s) in this policy (so the Board does not need to revise/amend the policy whenever there is a change in the actual person(s) holding the designated position(s)), but list both the Name(s) and Title(s) in the requisite notices/postings (e.g., website) and publications (e.g., handbooks). The District will also need to decide whether to list the Name(s) and Title(s), or just the Title(s), in Administrative Guideline 3122 if the District elects to identify the District Compliance Officer in the AG (see DRAFTING NOTE in the AG; again, if the District lists the Name(s) and Title(s), it will need to remember to update the AG whenever there is a change in the actual person(s) holding the designated position(s). No matter what, the Board will need to amend its policy and update its AG, requisite notices/postings, and publications, whenever it changes the Title of the position(s) designated to serve as the District Compliance Officer(s).**

3. **Reminder: Whenever a new person begins to serve as the District Compliance Officer (or in a support role to the District Compliance Officer), the District needs to make sure the new person is appropriately trained, in a timely manner, to fulfill the responsibilities of the position to which the person is assigned.]**

[END OF DRAFTING NOTES]

The Board designates and authorizes the following individual(s) to coordinate its efforts to comply with the Board's responsibilities under Federal and State laws that prohibit discrimination, including harassment, based on Protected Classes and retaliation (also known as "Civil Rights Coordinator(s)" or "Anti-Harassment Compliance Officer(s)") (hereinafter referred to as the "District Compliance Officer(s)" or "CO(s)"):

Mrs. Jessica Carter
Executive Director, Human Resources
Jackson Public Schools
522 Wildwood Avenue
Jackson, MI 49201
517-841-2155
jessica.carter@jpsk12.org

[DRAFTING NOTE: The District may want to create a static (i.e., fixed) District Compliance Officer -specific email address and phone number that will not change when the person(s) and/or position(s) designated to be the CO(s) change(s) – e.g., CO4CivilRights@(insert District's domain) – which the Technology Director/Department can program to be forwarded to the actual individual(s) serving as the District Compliance Officer(s) at any given time. Likewise, the District may want to establish a static Telephone Number for the position of District Compliance Officer that can be forwarded to, and accessed by, the actual person(s) serving in the CO position(s) at any given time. These two (2) steps will help reduce the information that needs to be updated in policy, AG, and/or the requisite notices/postings and publications when changes occur to the specific person(s)/position(s) designated to serve as the CO(s).]

[DRAFTING NOTE: Complete the following information if the Board appoints more than one (1) District Compliance Officer.]

X] [DESIGNATION OF A SECOND DISTRICT COMPLIANCE OFFICER]

Mrs. Kelly Crum
Executive Director, School Climate and Curriculum
Jackson Public Schools
522 Wildwood Avenue
Jackson, MI 49201
517-841-2145
Kelly.Crum@jpsk12.org

[END OF OPTION]

[DRAFTING NOTE: As discussed above, if the Board designates more than one (1) CO, Neola recommends that the District select the following option.]

X] The Board designates _____Jessica Carter, Executive Director, Human Resources____ **[DRAFTING NOTE: Insert Name and/or Title of the District Compliance Officer who is ultimately responsible for the District's compliance with its responsibilities under Federal and State laws that prohibit discrimination/harassment based on Protected Classes and retaliation** as the individual who is ultimately responsible for oversight over the Board's compliance with applicable Federal and State laws and regulations that prohibit discrimination based on the basis of Protected Classes and retaliation. **[END OF OPTION]**

[X The District Compliance Officer may delegate specific duties to one (1) or more designees. **[END OF OPTION]**

The contact information concerning the District Compliance Officer(s) will be published on the School District's website ~~( ) and annually [END OF OPTION]~~:

A. **(X)** in parent/student and staff handbooks.

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on each individual school's website.~~

D. ~~( ) in the School District's calendar.~~

E. **(X)** _____District Board of Education Policy Manual_____.

[DRAFTING NOTE: The Board may want to select the following option when the Superintendent is not the CO. While Neola recognizes that this may not always be possible, it may be preferable to have the CO be someone other than the Superintendent because then – if the CO serves as the investigator and decisionmaker – the Superintendent can serve as the appeal decisionmaker or the facilitator for the informal resolution process.]

X] The District Compliance Officer(s) shall report directly to the Superintendent except when the Superintendent is a party to a complaint (i.e., either the complainant or the respondent). Under such circumstances, the CO(s) shall report directly to **[SELECT ONE OF THE FOLLOWING]** ~~**( ) the Board President**~~ **(X)** the Board's Legal Counsel ~~**( )** _____ **[OTHER] [END OF INTERNAL OPTIONS]**~~ until the matter in which the Superintendent is a party is concluded. **[END OF OPTION]**

Questions about this policy ~~**( ) and AG 3122 [END OF OPTION]**~~ should be directed to the District Compliance Officer(s).

The CO(s) is/are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, harassment, retaliation, or denial of equal opportunity/access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), Genetic Information Nondiscrimination Act (GINA), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. **[X** Any sections of the District's collective bargaining agreements dealing with hiring, promotion, demotion, discipline, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement set forth above. **[END OF OPTION] [X]** In addition, as practical, gender-specific terms should be eliminated from such contracts. **[END OF OPTION]** Copies of the laws and regulations listed above are available upon request from the CO(s).

The CO(s) will be available during regular work hours to discuss concerns related to Prohibited Conduct, to assist employees, other members of the District community, and third parties who seek support or advice when informing another individual about Prohibited Conduct, including unwelcome conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The CO(s) shall monitor the District's education programs and activities for barriers to reporting information about conduct that reasonably may constitute Prohibited Conduct pursuant to Federal and/or State laws that prohibit discrimination/harassment based on the basis of a Protected Class/Category and retaliation, and take steps reasonably calculated to address such barriers.

Notice of Nondiscrimination

The Superintendent shall provide a notice of nondiscrimination to students, parents, guardians, or other authorized legal representatives of elementary and secondary students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the Board. Specifically, the Superintendent shall post the notice of nondiscrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to the persons listed above, or which are otherwise used in connection with the recruitment of employees. ~~**( )** See AG 3122 and Form 3122F1 – Notice and Statement of Nondiscrimination. **[END OF OPTION]**~~

NOTIFICATION/REPORTS OF PROHIBITED CONDUCT

Any person may provide information to the CO(s) concerning conduct that reasonably may constitute Prohibited Conduct. Such information may be submitted in person, by mail, by telephone, or by electronic mail using the CO's(s') published contact information, or by any other means (oral or written) that results in the CO(s) receiving the information. Information may be provided at any time (including during non-work hours). ~~**[ ]** Anonymous reports may be submitted using **( )** the online reporting form posted at _____ **[insert the web address for the reporting form, or insert a hyperlink tied to the phrase "online reporting form"] [or] ( )** the hotline reporting number (_____ **[insert phone number]). [END OF OPTION]**~~

All Board employees are required to notify the CO(s) of conduct that reasonably may constitute Prohibited Conduct. For the Board to fulfill its responsibilities under applicable Federal and/or State laws, if a Board employee has knowledge of conduct that reasonably may constitute Prohibited Conduct, the Board employee must notify the/a CO within two (2) days of learning the information or receiving the report. **[DRAFTING NOTE: The applicable statutes and regulations do not specify within how many days the Board employee must notify the CO of receiving notification/a report of Prohibited Conduct; Neola suggests "two (2) days". Alternatively, the Board could make this language more open-ended – e.g., "* * * must immediately/promptly notify the/a CO of such information or report."]** The Board employee must also comply with mandatory reporting responsibilities pursuant to Policy 8462 – Student Abuse and

Neglect, if applicable. If the Board employee's knowledge about the alleged Prohibited Conduct is based on another individual bringing the information to the Board employee's attention, and the reporting individual submitted a written notification/report or complaint to the Board employee, the Board employee must provide the written notification/report or complaint to the CO.

Notification can be provided orally or in writing and should be as specific as possible. The person making the notification/report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a notification/report or complaint involves allegations of Prohibited Conduct by or involving the CO, the person making the report (i.e., providing the notification or filing the complaint) should submit it to the Superintendent or another Board employee who, in turn, will notify the Superintendent of the report/complaint. The Superintendent will then serve in place of the CO for purposes of addressing that report of Prohibited Conduct. **[DRAFTING NOTE: If the Superintendent is the CO, substitute "Board President" in place of "Superintendent."]**

When a Board employee notifies the CO of suspected Prohibited Conduct, the employee is required to report all known details about the alleged Prohibited Conduct including: (1) the name of the alleged respondent(s); (2) the person who experienced the alleged Prohibited Conduct (i.e., the complainant); (3) other persons involved in the alleged Prohibited Conduct (e.g., witnesses); and (4) any other relevant facts, such as date, time, and location. Failure to provide such notification may result in discipline, up to and including suspension or termination of employment.

Any allegations of misconduct not involving Prohibited Conduct as defined in this policy will be addressed through the procedures outlined in other Board policies ~~( ) and/or administrative guidelines **[END OF OPTION]**~~, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

When a notification/report or complaint of Prohibited Conduct is made, the CO shall promptly (i.e., within two (2) days **[DRAFTING NOTE: The applicable laws and/or regulations do not define "promptly" or otherwise specify within how many days the contact has to be made; Neola suggests "two (2) days."]** of the CO's receipt of the notification/report or complaint of Prohibited Conduct) contact the purported complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a complaint, and explain to the complainant the process for filing a complaint. The CO is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the complainant or respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

GRIEVANCE PROCEDURES

Overview:

The Board adopts the following grievance procedures to provide for the prompt, effective, and equitable resolution of complaints made by employees, applicants, or other individuals who are participating or attempting to participate in the District's education programs or activities (i.e., members of the School District community and Third Parties), or by the CO alleging any act of Prohibited Conduct.

These grievance procedures shall be used for all complaints of Prohibited Conduct unless it involves conduct involving a student, in which case the grievance procedures set forth in Policy 2260 or Policy 5517.01 shall apply. These grievances procedures set forth the means for investigating and resolving claims involving such Prohibited Conduct; in particular, the procedures provide a method for assessing – in a prompt, effective, and equitable manner – whether an applicable Federal or State law was violated and, if it was, how best to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.

Due to the sensitivity surrounding complaints of Prohibited Conduct, timelines are flexible for initiating the grievance procedures; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner.

[DRAFTING NOTE: Title VII of the Civil Rights Act of 1964 ("Title VII") prohibits discrimination in employment. Specifically, it prohibits employment discrimination based on race, color, religion, sex, or national origin, and applies to employers with fifteen (15) or more employees. Title IX, on the other hand, specifically prohibits discrimination based on sex in education programs and activities that receive Federal financial assistance, including employment within those institutions. Title IX is addressed by Board Policy 2266 and AG 2266. While both laws aim to prevent sex-based discrimination in the workplace, Title VII applies more broadly to various types of employers, whereas Title IX is limited to educational institutions receiving Federal funds. Ultimately, both laws aim to ensure equal employment opportunities and protect individuals from discrimination. When a District Compliance Officer receives a complaint or notification of alleged

misconduct involving sex discrimination (in particular, sexual harassment) that involves an employee complainant and an employee respondent, the District Compliance Officer should consult with the Title IX Coordinator and/or the Board's Legal Counsel concerning which law – it may be both – the District will need to comply with when investigating the allegations.]

Under all circumstances, the CO shall offer and coordinate supportive measures, as appropriate, in accordance with this policy ~~( ) and AG 3122~~ ~~**[END OF OPTION]**~~.

Complaints:

The following people may make a complaint of Prohibited Conduct – i.e., request that the District investigate and determine whether Prohibited Conduct occurred:

A. a "complainant," which includes:

1. an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or

2. a person other than an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct at a time when that individual was participating or attempting to participate in the District's education programs or activities;

B. an authorized legal representative with the legal right to act on behalf of a complainant;

C. the District Compliance Officer.

A person is entitled to make a complaint of unlawful harassment only if they themselves are alleged to have been subjected to the unlawful harassment, or if the CO initiates a complaint.

[DRAFTING NOTE: This paragraph emphasizes that in order for a person to file a complaint of unlawful harassment, the person has to have been subjected to the alleged misconduct directly or be a person who has a legal right to act on behalf of the person who was subjected to the alleged misconduct. This is consistent with the prior paragraph, where the complainant is identified as an employee who was "subjected to conduct that could constitute Prohibited Conduct." The following paragraph, on the other hand, expands who can file a complaint – when the alleged Prohibited Conduct does not involve unlawful harassment, or the complaint involves allegations of retaliation – to persons who are aware of the alleged Prohibited Conduct, even if that person was not directly affected by or subject to the alleged Prohibited Conduct.]

With respect to complaints of Prohibited Conduct other than unlawful harassment, or complaints involving allegations of retaliation, in addition to the people listed above, the following persons have a right to make a complaint:

A. any employee of the District; or

B. any person other than an employee who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

The District may consolidate complaints of Prohibited Conduct against more than one (1) respondent, or by more than one (1) complainant against one (1) or more respondents, or by one (1) party against another party, when the allegations of Prohibited Conduct arise out of the same facts or circumstances. When more than one (1) complainant or more than one (1) respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

A person may file criminal charges simultaneously with filing a complaint. A person does not need to wait until the District's internal grievance procedures are completed before filing a criminal complaint. Likewise, questions or complaints relating to alleged violations of applicable Federal or State laws may be filed with the U.S. Department of Education's Office for Civil Rights, the U.S. Department of Justice's Civil Rights Division, the U.S. Equal Employment Opportunity Commission, or the Michigan Department of Civil Rights, at any time based on the underlying statutory basis for the complaint.

Basic Requirements:

The District will treat complainants and respondents equitably.

All persons involved with implementing the grievance procedures and any other aspects of this Policy, including the District

Compliance Officer, the investigator, the decisionmaker, and the appeal decisionmaker, **(X)** and the facilitator of the informal resolution process, **[END OF OPTION]** shall be free from any conflicts of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

X] The CO may serve simultaneously as an investigator and/or a decisionmaker. **[END OF OPTION] [DRAFTING NOTE: Neola recommends the Board select this OPTION; note it is "may" (i.e., optional) so the CO can decide when to serve in both roles and when to designate one or more persons to perform these responsibilities in a given case.]**

If the CO does not intend to serve as the investigator/decisionmaker in a specific case, the CO shall designate one (1) or more administrators who are appropriately trained to serve in the role.

In circumstances when the CO and trained administrators do not have time/capacity to serve, or are prevented due to a conflict of interest, bias, or partiality, or other reasons impair the CO and other trained administrators from serving as an investigator/decisionmaker in a specific case, the CO shall **(X)**, in consultation with **(X)** and approval of **[END OF OPTION]** the Superintendent ~~or **( ) Board ( ) Board President (as appropriate), [END OF OPTION]**~~ secure one (1) or more independent third parties to serve as the investigator and/or decisionmaker.

The District presumes that the respondent is not responsible for the alleged Prohibited Conduct until a determination is made at the conclusion of its grievance procedures.

Under ordinary circumstances, the Board expects to complete the major stages of the grievance procedures within the timeframe specified below:

A. **Evaluation** – The District Compliance Officer will determine whether to dismiss a complaint or investigate it within __ten_ (_10_) **[INSERT AMOUNT]** days of receiving the complaint. **[DRAFTING NOTE: Neola recommends that the evaluation stage be completed within ten (10) days of the CO receiving notice of the complaint.]**

B. **Investigation** – The CO, or designated investigator/decisionmaker, shall ordinarily complete the investigation (i.e., collect relevant evidence that is not otherwise impermissible) and issue a Determination (i.e., consider the rlevant and not otherwise impermissible evidence and decide whether Prohibited Conduct occurred) within ___twenty_ (_20_) **[INSERT AMOUNT]** days of the CO determining the charges require investigation. **[DRAFTING NOTE: Recognizing that it is important for investigations to be completed and Determinations issued in a prompt and equitable manner, Neola recommends that a school district typically complete an investigation and issue a Determination within twenty (20) days.]**

   [DRAFTING NOTE: If the investigator/decisionmaker is someone other than the CO, upon written request from the investigator/decisionmaker, the CO should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. If the CO is the investigation/decisionmaker: upon written request from the CO, the Superintendent should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. In either situation, the administrator granting the extension should communicate to the parties the new deadline along with a rationale for the extension.]

   If, however, the CO, or designated investigator/decisionmaker, determines that the investigation is going to take longer, the CO will so notify the parties **(x)** and the Superintendent **[END OF OPTION]** and will thereafter keep the parties **(x)** and the Superintendent **[END OF OPTION]** informed of the status of the matter on a _____regular_____ **[INSERT TIME PERIOD – E.G., BIWEEKLY OR REGULAR]** basis.

C. **Appeal –** A party filing an appeal of the CO's decision to dismiss a complaint **(x)**, or the Determination, **[END OF OPTION]** must do so within _five__ (_5_) **[INSERT AMOUNT]** days of receiving the Dismissal **(x)** or Determination **[END OF OPTION]**. **[DRAFTING NOTE: Neola recommends the Board allow limited appeals based on the Determination. See DRAFTING NOTE below in the appeal section.]**

The CO, or the Superintendent if the CO is the individual requesting an extension, may approve reasonable extensions of the preceding timeframes on a case-by-case basis for good cause with notice to the parties.

The District will take reasonable steps to protect the privacy of the parties and witnesses. ~~**[ ] These steps will not restrict the ability of the parties to present evidence or otherwise participate in the grievance procedures. [END OF OPTION]**~~ The parties shall not engage in retaliation, including against witnesses.

The CO, or designated investigator/decisionmaker, shall objectively evaluate all evidence that is relevant and not otherwise impermissible — including both inculpatory and exculpatory evidence. Credibility determinations shall not be based on a

person's status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking such evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

A. evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed voluntarily waived the privilege or confidentiality; and

B. a party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its grievance procedures.

Notice of Allegations:

Upon initiation of the Board's grievance procedures, the District Compliance Officer shall notify the parties of the following:

A. the Board's grievance procedures **(x)** and informal resolution process **[END OF OPTION]** associated with claims involving Prohibited Conduct; **[DRAFTING NOTE: Neola encourages the Board to include an informal resolution process.]**

B. sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute Prohibited Conduct, and the date(s) and location(s) of the alleged incident(s); and

C. retaliation is prohibited.

Should the CO decide, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the CO will provide a supplemental written notice describing the additional allegations to be investigated.

Dismissal of a Complaint:

The CO may dismiss a complaint of Prohibited Conduct if:

A. the District is unable to identify the respondent after taking reasonable steps to do so;

B. the respondent is not participating in the District's education program or activity and is not employed by the Board;

C. the complainant voluntarily withdraws any or all the allegations in the complaint, the CO declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute Prohibited Conduct even if proven; or

D. the District determines the conduct alleged in the complaint, even if proven, would not constitute Prohibited Conduct. Before dismissing the complaint, the CO will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the CO will promptly notify, in writing, the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, the CO will also simultaneously notify, in writing, the respondent of the dismissal and the basis for the dismissal.

The CO will further notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of the complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the CO will also notify the respondent that the dismissal may be appealed.

Dismissals may be appealed on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

C. the CO had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that would change the outcome.

If the dismissal is appealed, the CO will:

A. notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;

B. implement appeal procedures equally for the parties;

C. ensure that the appeal decisionmaker did not take part in the original dismissal of the complaint;

D. ensure that the appeal decisionmaker has been trained consistent with this Policy ~~( ) and AG 3122 [END OF OPTION]~~;

E. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and

F. notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the CO will, at a minimum:

A. offer supportive measures to the complainant as appropriate;

B. if the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

C. take other prompt and effective steps, as appropriate, to ensure that Prohibited Conduct does not continue or recur within the District's education programs or activities.

[DRAFTING NOTE: Neola encourages the Board to select the following option so the CO can choose, in appropriate circumstances, to offer the parties the opportunity to participate in an informal resolution process, or to honor the parties' request to use an informal resolution process, to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.]

[X [OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Informal Resolution Process:

In lieu of resolving a complaint through the Board's formal grievance procedures, the parties may instead elect to participate in an informal resolution process. The District will not offer informal resolution to resolve a complaint when such a process would conflict with Federal, State, or local law.

[END OF OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Adding Allegations and/or Consolidating Complaints:

If, in the course of an investigation, the District decides to investigate additional allegations of Prohibited Conduct by the respondent toward the complainant that are not included in the original Notice of Allegations or to consolidate charges raised in a different complaint involving the same respondent, the CO will notify the parties of the additional allegations.

Investigation:

The District will provide for an adequate, reliable, and impartial investigation of complaints.

The burden is on the District — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether Prohibited Conduct occurred.

The CO, or the designated investigator/decisionmaker, will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The CO, or the designated investigator/decisionmaker, will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible, regardless of relevance.

Determination of Whether Prohibited Conduct Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the CO or designated investigator/decisionmaker will:

A. Use the preponderance of the evidence standard of proof to determine whether Prohibited Conduct occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker, applying the applicable standard, is not persuaded by the relevant and not otherwise impermissible evidence that Prohibited Conduct occurred, regardless of the quantity of the evidence, the decisionmaker will not determine that Prohibited Conduct occurred. **[DRAFTING NOTE: While a board of education could elect to use the "clear and convincing" evidence standard of proof, Neola does not recommend it. If a board does select the "clear and convincing" standard, it should use it in all other comparable proceedings. Neola expects it will be a rare situation when a board chooses to use a clear and convincing standard of proof.]**

B. Notify the parties, in writing, of the determination whether Prohibited Conduct occurred, including the rationale for such determination ~~( ), and the procedures and permissible bases for the complainant and respondent to appeal~~ **~~[END OF OPTION]~~**.

C. Not impose discipline on a respondent for Prohibited Conduct unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in Prohibited Conduct.

D. If there is a determination that Prohibited Conduct occurred, the CO will, as appropriate:

1. coordinate the provision and implementation of remedies to a complainant and other people the District identifies as having had equal access to the District's education programs or activities limited or denied by the Prohibited Conduct;

2. coordinate the imposition of any disciplinary sanctions on a respondent ~~( ), including notification to the complainant of any such disciplinary sanctions~~ **~~[END OF OPTION]~~**; and

3. take other appropriate prompt and effective steps to ensure that the Prohibited Conduct does not continue or recur within the District's education programs or activities.

E. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent.

F. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement based solely on the determination of whether Prohibited Conduct occurred.

[DRAFTING NOTE: If the CO dismisses a complaint in the Evaluation stage (i.e., prior to commencing an investigation), the complainant may appeal as set forth above. Neola also recommends the Board include an appeal process related to the Determination.]

X] [OPTIONAL LANGUAGE - APPEAL OF DETERMINATION]

Appeal of Determinations:

If a party disagrees with the decisionmaker's determination as to whether Prohibited Conduct occurred, the party may file an appeal. Appeals must be submitted, in writing, within __five__ (_5_) **(INSERT AMOUNT)** days of the appealing party's receipt of the Determination.

A party may appeal a Determination on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the investigation occurred and the Determination was made; and

C. the CO, or the designated investigator/decisionmaker, had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome;

[DRAFTING NOTE: The Board may insert additional grounds on which an appeal may be filed.]

D. ~~( ) the recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Prohibited Conduct).~~

E. ~~( ) [OTHER] _____.~~

~~[ ] The complainant may not challenge the ultimate disciplinary sanction/consequence that is imposed.~~ **~~[END OF OPTION]~~**

[DRAFTING NOTE: The following options are offered in case the Board wants the Superintendent to serve as the appeal decisionmaker or the Board wants to nominally be identified as the appeal decisionmaker but will be delegating the responsibility to a person who is properly trained. Neola does not recommend that the Board itself be named as the appeal decisionmaker because of the preference for the decisionmaker to be trained to render a decision. If the Board wants to serve as the appeal decisionmaker, it should discuss this issue with its Legal Counsel. Select OPTION 1 or OPTION 2 below.]

~~[ ] [OPTION 1]~~

~~The CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained ( ), as set forth in AG 3122~~ **~~[END OF INTERNAL OPTION].~~**

~~The CO has authority ( ), in consultation with ( ) and approval of~~ **~~[END OF OPTION]~~** ~~the Superintendent or ( ) Board ( ) Board President (as appropriate),~~ **~~[END OF OPTIONS]~~** ~~to secure an independent Third Party to serve as the appeal decisionmaker.~~

~~[ ] In designating an appeal decisionmaker, the CO will work with the Board to identify and appoint an independent Third Party to serve as the appeal decisionmaker – this individual shall be considered to be the Board's designee and will submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO who will send it simultaneously to the parties.~~ **~~[END OF OPTIONAL SENTENCE]~~**

~~[END OF OPTION 1]~~

X] [OPTION 2]

The Superintendent shall serve as the appeal decisionmaker, provided the Superintendent has not been otherwise involved in the grievance procedures (i.e., did not serve as the investigator/decisionmaker or informal resolution process facilitator) and is appropriately trained. If the Superintendent is not eligible to serve as the appeal decisionmaker, the CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained ~~( ), as set forth in AG 3122~~ **~~[END OF INTERNAL OPTION]~~**.

[END OF OPTION 2]

[END OF OPTIONS]

If a party appeals the Determination, the CO will:

A. notify the parties of the appeal;

B. implement appeal procedures equally for the parties;

C. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the Determination;

D. provide the appeal decisionmaker with the relevant and not otherwise impermissible evidence and the Determination; and

E. notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.

Parties Provided a Reasonable and Equal Opportunity to Make a Statement in Support of, or Challenging, the Dismissal (X) or Determination [END OF OPTION]

When a party files an appeal, the party must set forth the reason(s)/basis/bases for the appeal, and the other party will have ___five_ (_5_) **[INSERT AMOUNT]** days to provide the appeal decisionmaker with a statement in support of their position. Once the decisionmaker receives the statement (or the deadline for filing such a statement expires), the appeal decisionmaker will have __ten__ (_10_) **[INSERT AMOUNT]** days to issue a decision on the appeal.

[DRAFTING NOTE: Neola suggests any appeals should be filed within five (5) days of the parties receiving written notice of the Determination. Neola further suggests that the timeline for the other party submitting a statement be equivalent to the timeframe in which an appeal has to be filed. Finally, Neola suggests the appeal

decisionmaker have ten (10) days from receipt of the statements to issue a decision.]

While a party appealing a Determination may argue the reason/basis for the appeal is that new evidence has been discovered/obtained that would change the outcome and that said new evidence was not reasonably available when the Determination was originally made, the party may not submit the new or additional evidence during the appeal process. Rather, the party appealing should identify/describe in detail the evidence, including how and when it was discovered/obtained, and explain why it was not reasonably available during the Investigation (i.e., prior to the Determination). If the appeal decisionmaker accepts the proffered explanation, the appeal decisionmaker should remand the case back to the investigator/decisionmaker (i.e., reopen the investigation) so the new evidence may be submitted and considered by the other party and the investigator/decisionmaker.

The appeal decisionmaker shall determine the outcome of the appeal based on the appeal decisionmaker's independent review of the record (i.e., the relevant and not otherwise impermissible evidence and the written determination) and the appeal decisionmaker's application of the law and Board policy to the facts in the record. The appeal decisionmaker must give due deference and due weight to the decisionmaker's factual findings and credibility determinations and should not overturn them unless non-testimonial extrinsic evidence in the record justifies a contrary conclusion or unless the record read in its entirety compels a contrary conclusion. Generally, the appeal decisionmaker is expected to uphold the original Determination unless the appeal decisionmaker concludes the original Determination is unlawful, unreasonable, or against the manifest weight of the evidence. Every reasonable presumption must be made in favor of the original Determination.

The appeal decisionmaker shall

[DRAFTING NOTE: The Board must select either OPTION 1 or OPTION 2 unless the Board appointed an independent Third Party to serve as the Board's appeal decisionmaker, in which case the Board should select OPTION 3.]

(X) [OPTION 1]

simultaneously notify the parties, in writing, of the result of the appeal and the rationale for the outcome.

[END OF OPTION 1]

~~**[OR]**~~

~~**( ) [OPTION 2]**~~

-

~~notify the CO, in writing, of the result of the appeal and the rationale for the outcome. The CO will then simultaneously notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

-

~~**[END OF OPTION 2]**~~

-

~~**[OR]**~~

~~**( ) [OPTION 3]**~~

-

~~submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO, who will send it simultaneously to the parties. The appeal decision shall set forth the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

-

~~**[END OF OPTION 3]**~~

The **(X)** appeal decisionmaker's ~~( ) Board's~~ ~~**[END OF OPTION]**~~ decision shall be final.

[END OF OPTIONAL LANGUAGE - APPEAL OF DETERMINATION]

Supportive Measures:

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education programs or activities or provide support during the grievance procedures and/or during the informal resolution process. For allegations of Prohibited Conduct other than prohibited harassment or retaliation, the District's provision of support measures does not require the District, Board employees, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory/retaliatory conduct for the purpose of providing a supportive measure.

The CO shall determine appropriate supportive measures on a case-by-case basis. Supportive measures may vary depending on what the CO deems to be reasonably available. Supportive measures may include, but are not limited to: modifications of work schedules, mutual restrictions on contact between the parties; changes in work locations; leaves of absence; increased security and monitoring of certain work settings; training related to Prohibited Conduct; **(X)** referral to Employee Assistance Program; **[END OF OPTION** and other similar measures.

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties and/or the District's educational environment, or to provide support during the Board's grievance procedures or the informal resolution process.

The District will not impose such measures for punitive or disciplinary reasons.

The CO may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures, or at the conclusion of the informal resolution process, or the District may continue them beyond that point.

A party may seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

The District will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the District's education programs or activities, or as otherwise permitted under existing law and/or policy.

The Superintendent may place an employee respondent on administrative leave from employment responsibilities during the pendency of the Board's grievance procedures.

Disciplinary Sanctions and Remedies:

Following a determination that Prohibited Conduct occurred, the District may impose disciplinary sanctions, which may include:

A. **(X)** oral or written warning;

B. **(X)** written reprimands;

C. ~~**( ) required counseling;**~~

D. **(X)** required training or education;

E. ~~**( ) demotion;**~~

F. ~~**( ) suspension with pay;**~~

[END OF OPTIONS]

G. suspension without pay;

H. termination; and

I. any other sanction authorized by any applicable Board policy, Employee/Administrator Handbook, and/or collective bargaining agreement.

The District may also provide remedies, which may include disciplinary sanctions/consequences. The CO will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation and implement appropriate remedies in compliance with applicable due process procedures, whether statutory or contractual.

[DRAFTING NOTE: The Board should review applicable policy(ies)/administrative guidelines/employee handbooks to determine whether changes are needed to establish timelines associated with imposition of discipline as a result of possible delays caused by the Board implementing the preceding grievance procedures; likewise, the Board may need to discuss with union representatives how implementation of the grievance procedures may impact any disciplinary provisions contained in applicable collective bargaining (e.g., timelines, permitted attendees at investigative interviews, etc.).]

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable

provisions of any relevant collective bargaining agreement.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging Prohibited Conduct or retaliation, or participates in an investigation, is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the U.S. Constitution, the Michigan Constitution, Federal or State law, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including initiating a disciplinary process against a person for a code of conduct violation that does not involve Prohibited Conduct but arises out of the same facts and circumstances as a complaint or information reported about possible Prohibited Conduct, for the purpose of interfering with the exercise of any right or privilege secured by Federal or State law constitutes retaliation. Retaliation against a person for making a complaint or participating in an investigation is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above. The District shall initiate its grievance procedures upon receiving any complaint alleging retaliation.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination that Prohibited Conduct occurred, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. The District will keep confidential the identity of any individual who has made a complaint of Prohibited Conduct, any complainant, any individual who has been reported to be the perpetrator of Prohibited Conduct, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of relevant Federal or State law or regulations, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the complainant's and respondent's receipt of the information to which they are entitled related to the investigation and determination of whether Prohibited Conduct occurred). All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the respondent must be provided the complainant's identity.

During an investigation, the CO or designated investigator/decisionmaker will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to other members of the School District Community or Third Parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against Prohibited Conduct by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where Prohibited Conduct is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution ~~( ) and the principles of academic freedom as set forth in the applicable collective bargaining agreement [END OF OPTION]~~. In no case will a respondent be found to have committed Prohibited Conduct based on expressive conduct that is protected by the First Amendment ~~( ) and/or the principles of academic freedom specified in the Board's collective bargaining agreement with its teachers [END OF OPTION]~~.

Training

All employees, investigators, decisionmakers, facilitators of informal resolution process, the District Compliance Officer(s), and other persons who are responsible for implementing the Board's grievance procedures or have the authority to modify or terminate supportive measures shall receive training related to their duties under applicable Federal and State laws and this policy. ~~[ ] The training shall be provided promptly upon hiring or a change of position that alters their duties under this policy, and annually thereafter. [END OF OPTIONAL SENTENCE]~~ The training shall not rely on stereotypes involving Protected Classes.

~~[ ] Training materials will be made available for inspection upon request by members of the public. [END OF OPTION]~~

Recordkeeping (including retention of investigatory records and materials)

The District Compliance Officer(s) is/are responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation. Records and materials associated with the implementation of this policy shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for the period set forth below, unless required to be maintained for a longer period pursuant to the District's records retention schedule.

[DRAFTING NOTE: For purposes of uniformity, Neola recommends that the Board use the same seven (7) year period for recordkeeping that is required by the 2020 Title IX regulations - see Board Policy 2266; if the Board selects a different timeframe for maintaining the below specified records, it should verify the time period selected is consistent with and/or reflected in its record retention schedule – see AG 8310.]

The District shall maintain for a period of seven (7) calendar years the following records:

A. for each complaint of Prohibited Conduct, records documenting the informal resolution process and/or the grievance procedures followed and the resulting outcome;

B. for each notification that the District Compliance Officer receives of information about conduct that reasonably may constitute Prohibited Conduct, records documenting the actions the District took to implement this policy; and

C. all materials used to provide the training referenced above ~~( ) and in AG 3122 [END OF OPTION]~~.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records, medical records).

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy including, but not limited to, District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, or facilitator of the informal resolution process.

The Board also retains discretion to appoint two (2) or more persons to jointly fulfill the role of District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process.

The Superintendent may delegate functions assigned to a specific Board employee under this policy including, but not limited to, the functions assigned to the District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process to any suitably qualified individual, and such delegation may be rescinded by the Superintendent at any time.

[DRAFTING NOTE: The following option expressly sets forth authority that the Board has, regardless of whether it is included in this policy, but is offered for those boards of education that may want to affirmatively communicate to/address these issues for readers of this policy.]

~~**[ ] Discretion in Application**~~

~~The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific complainant and/or respondent.~~

~~Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible that unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.~~

~~The provisions of this policy are not contractual in nature, whether in their own right or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.~~

~~**[END OF OPTION]**~~

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Legal

M.C.L. 37.2101 et seq., 37.1101 et seq.

20 U.S.C. 1092(F)(6)(A)(v)

20 U.S.C. 1232g

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

29 C.F.R. Part 1635

29 U.S.C. 201 et seq., The Fair Labor Standards Act ("FLSA")

29 U.S.C. 218d, PUMP for Nursing Mothers Act ("PUMP Act")

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 701 et seq. (in particular 794), Rehabilitation Act of 1973, as amended

34 C.F.R. Part 110 (7/27/93)

38 U.S.C. Chapter 43 4301-4335 (see in particular 4311(a) [prohibits discrimination based on military service] and 4312 [reemployment rights]), Uniformed Services Employment and Reemployment Rights Act ("USERRA")

42 U.S.C. 1983

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq., Civil Rights Act of 1964 (e.g., Title VI and Title VII), as amended by the Pregnancy Discrimination Act

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 2000gg, Pregnant Workers Fairness Act ("PWFA")

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

Fourteenth Amendment, U.S. Constitution

Book	Policy Manual
Section	Vol. 40, No. 1 - Nondiscrimintation - September 2025 MI Update Board Revisions
Title	Vol. 40, No. 1 - Nondiscrimination - September 2025 Replacement NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT
Code	po4122 - CH/JP/JB/SE 20251009 - BOE COMMITTEE 20251105 - REPLACEMENT POLICY
Status	
Adopted	July 13, 2015
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Replacement Policy - Vol. 40, No. 1

4122 - **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND ANTI-HARASSMENT**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including pregnancy, childbirth, and releated medical conditions; sexual orientation; and gender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, Protected Classes) in its programs and activities, including employment opportunities.

The Board is committed to providing a work environment that is free from Prohibited Conduct, responding promptly and effectively when it has knowledge of conduct that reasonably may constitute Prohibited Conduct, and addressing Prohibited Conduct in its education programs or activities. This commitment applies to all District operations and this policy applies to Prohibited Conduct occurring within or as a part of the District's education programs and activities, whether on school property or at another location during an activity sponsored by the Board.

Persons who commit Prohibited Conduct are subject to the full range of disciplinary sanctions set forth in this policy.

The Board will provide persons who have experienced Prohibited Conduct with ongoing remedies as reasonably necessary to restore or preserve access to the District's education programs or activities.

All school employees share responsibility for avoiding, discouraging, and reporting any form of Prohibited Conduct.

The Board will take immediate action to address the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging Prohibited Conduct, or has participated in the below-described grievance procedures.

B. Filing a malicious or knowingly false report or complaint of Prohibited Conduct.

C. Disregarding, failing to appropriately address, or delaying action to appropriately address allegations of Prohibited Conduct when responsibility for reporting and/or investigating such charges comprises part of one's administrative/supervisory duties.

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Bullying means: any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult, that is sufficiently severe or pervasive to create an intimidating, hostile, or offensive work environment; or unreasonably interfere with the individual's work performance or participation. It may involve: (a) threats; (b) intimidation; (c) stalking; (d) cyberstalking; (e) cyberbullying; (f) physical violence; (g) theft; (h) sexual, religious, or racial harassment; (i) public humiliation; or (j) destruction of property. Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more employees, and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal and/or State civil rights laws. Ordinary teasing, horseplay, arguments, and peer conflict do not constitute bullying for purposes of this policy.

Complainant means: an employee who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or a person, other than an employee, who is alleged to have been subjected to conduct that could constitute Prohibited Conduct and who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

Complaint means: an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Prohibited Conduct.

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., days that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Disciplinary sanctions means: consequences imposed on a respondent following a determination that the respondent engaged in Prohibited Conduct.

Education programs or activities refer to: all the District's operations including, but not limited to, in-person and online/remote educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all programs and activities operated by the Board on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off school property/grounds but over which the District asserts disciplinary authority (e.g., at off-campus activities sponsored by the Board).

Exculpatory evidence means: evidence that is favorable to a respondent because it helps excuse, justify, or absolve a respondent of alleged wrongdoing and tends to establish that a respondent did not engage in Prohibited Conduct.

Genetic information means: information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.

Harassment means: any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against an employee that (a) places the employee in reasonable fear of harm to their person or damage to their property; (b) has the effect of substantially interfering with the employee's work performance; or (c) has the effect of substantially disrupting the orderly operation of a school. Each of the following types of harassment involves unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's protected characteristic(s) and has the purpose or effect of interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

A. **Age Harassment** means: harassment based on negative perceptions about older workers. It also includes harassment based on stereotypes about older workers, even if they are not motivated by animus, such as pressuring an older employee to transfer to a job that is less technology-focused because of the perception that older workers are not well-suited to such work or encouraging an older employee to retire.

B. **Disability Harassment** means: harassment based upon a person's disability and includes harassment based upon stereotypes about individuals with disabilities in general or about an individual's particular disability. It also includes harassment based on traits or characteristics linked to an individual's disability, such as how the person speaks, looks, or moves. For example, negative comments about an individual's speech patterns, movement, physical impairments, or defects/appearances, or the like. Disability-based harassment includes: (a) harassment because an individual requests or receives reasonable accommodation; (b) harassment because an individual is regarded as having an impairment, even if the individual does not have an actual disability, or a record of disability; (c) harassment because an individual has a record of a disability, even if the individual currently does not have a disability; and (d) harassment based on the disability of an individual with whom the employee is associated. Finally,

disability-based harassment may occur where conduct is directed at or pertains to a person's genetic information.

C. **National Origin/Ancestry Harassment** means: harassment due to a person's (or their ancestor's) place of origin. Such harassing conduct can include ethnic slurs or epithets, derogatory comments about individuals of a particular nationality, and use of stereotypes about a person's national origin. Additionally, it can include harassment regarding traits or characteristics linked to an individual's national origin, such as physical characteristics, ethnic or cultural characteristics or customs (e.g., surnames, attire, or diet), or linguistic characteristics (e.g., a person's manner of speaking, non-English language accent, or a lack of fluency in English).

D. **Race/Color Harassment** means: unwelcome physical, verbal, or nonverbal conduct that is based upon an individual's race or color and has the purpose or effect of interfering with the individual's work performance; or creating an intimidating, hostile, or offensive work environment. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

E. **Religious (Creed) Harassment** means: harassment based on a person's surname, religion (including atheism or lack of religious belief), religious traditions and practices, or religious dress/clothing, and includes making offensive comments about the same. It also includes religious slurs or epithets, harassing conduct based on religious stereotypes, and harassment associated with a person's request for and/or receipt of religious accommodation. Religious harassment also involves explicitly or implicitly coercing an employee to engage in religious practices at work.

F. **Sexual Harassment** means (for purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964): unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment; (b) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of interfering with the individual's work performance; or creating an intimidating, hostile, or offensive working environment. Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

1. Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

2. Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

    a. Conduct of a sexualized nature, such as unwanted conduct expressing sexual attraction or involving sexual activity (e.g., unwelcome sexual propositions, invitations, solicitations, and flirtations; unwanted physical and/or sexual contact, including unwelcome and inappropriate touching, patting, or pinching **(X)**; and obscene gestures **[END OF OPTION]**.

    b. Sexual attention or sexual coercion, such as demands or pressure for sexual favors (e.g., threats or insinuations that a person's employment, wages, or other conditions of employment may be adversely affected by not submitting to sexual advances; giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship; leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin).

    c. Rape, sexual assault, or other acts of sexual violence.

    d. Discussing or displaying visual depictions of sex acts or sexual remarks (e.g., unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls, texts, etc.; sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings or literature placed in the work environment; asking or telling about sexual fantasies, sexual preferences, or sexual activities; speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history).

    e. A consensual sexual relationship where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

    f. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

g. Non-sexual conduct based on sex, such as sex-based epithets; sexist comments (such as remarks that women do not belong in management or that men do not belong in the nursing profession); or facially sex-neutral offensive conduct motivated by sex (such as bullying directed toward employees of one sex).

h. Harassment based on pregnancy, childbirth, or related medical condition, which may include issues pertaining to lactation, using or not using contraception, or deciding whether to have, or not to have, an abortion.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be objectively offensive (a reasonable person would find it hostile or abusive), subjectively offensive (the complainant actually perceived it as abusive), and either sufficiently severe (a single extremely serious incident) or pervasive (a pattern of behavior), such that it adversely affects, limits, or denies an individual's employment, or creates a hostile or abusive employment environment.

Inculpatory evidence means: evidence that links a respondent to alleged wrongdoing and tends to establish a respondent engaged in Prohibited Conduct (i.e., has culpability).

Military status means: a person's past, current, or future membership, service, or obligation in a uniformed service (e.g., Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, Public Health Service Commissioned Corps, and National Oceanic and Atmospheric Administration Commissioned Officer Corps). Service in the uniformed services also means the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It further includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

Party means: a complainant or respondent.

Pregnancy, childbirth, or related medical conditions means:

A. "Pregnancy" and "childbirth" refer to the pregnancy or childbirth of a specific employee and include, but are not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth (including vaginal and cesarean delivery).

B. "Related medical conditions" are medical conditions relating to the pregnancy or childbirth of a specific employee, and may include termination of pregnancy, including via miscarriage, stillbirth, or abortion; ectopic pregnancy; preterm labor; pelvic prolapse; nerve injuries; cesarean or perineal wound infection; maternal cardiometabolic disease; gestational diabetes; preeclampsia; HELLP (hemolysis, elevated liver enzymes and low platelets) syndrome; hyperemesis gravidarum; anemia; endometriosis; sciatica; lumbar lordosis; carpal tunnel syndrome; chronic migraines; dehydration; hemorrhoids; nausea or vomiting; edema of the legs, ankles, feet, or fingers; high blood pressure; infection; antenatal (during pregnancy) anxiety, depression, or psychosis; postpartum depression, anxiety, or psychosis; frequent urination; incontinence; loss of balance; vision changes; varicose veins; changes in hormone levels; vaginal bleeding; menstruation; and lactation and conditions related to lactation, such as low milk supply, engorgement, plugged ducts, mastitis, or fungal infections. The preceding list of related medical conditions is not exhaustive.

Prohibited Conduct means: unlawful discrimination or harassment based on a person's Protected Class(es) or retaliation. Such misconduct involves a violation of Federal and/or State civil rights laws.

Relevant means: related to the allegations of Prohibited Conduct under investigation as part of the Board's grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged Prohibited Conduct occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged Prohibited Conduct occurred.

Remedies means: measures provided, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education programs or activities limited or denied by Prohibited Conduct. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that Prohibited Conduct occurred.

Respondent means: a person who is alleged to have engaged in Prohibited Conduct.

Retaliation means: intimidation, threats, coercion, or discrimination against any person by the District, a student, a Board employee, or any other person authorized by the Board to provide aid, benefit, or service under the District's education

programs or activities, for the purpose of interfering with any right or privilege secured by Federal or State law, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under applicable Federal or State laws or regulations.

School District community means: students and Board employees (i.e., administrators and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Supportive measures means: non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge to the complainant or the respondent before or after making a report or filing a complaint. Such measures are designed to restore or preserve that party's access to the District's education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter Prohibited Conduct. Supportive measures may include modifications of work schedules, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain work settings; training related to Prohibited Conduct, **(X)** referral to Employee Assistance Program, **[END OF OPTION]** and other similar measures.

Third Parties means: guests and/or visitors on District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Pregnancy, Childbirth, and Related Medical Conditions

The Board will not discriminate against an employee based on the person's current pregnancy, potential or intent to become pregnant, past pregnancy, or medical condition related to pregnancy or childbirth, or because the person uses birth control, or has had or not had an abortion.

Additionally, the Board will provide a reasonable accommodation to an employee's known limitation related to pregnancy, childbirth, or a related medical condition, unless the accommodation will cause the District undue hardship.

The Board will treat pregnancy, childbirth, and related medical conditions as any other temporary medical conditions for all job-related purposes, including commencement, duration, and extensions of leave; accrual of seniority and any other benefit or service; reinstatement; and under any fringe benefit offered to employees by virtue of employment.

The Board will provide reasonable break time for an employee to express breast milk while at work for the first year after the employee's child's birth. The Board will provide the employee with a space, other than a bathroom, that is clean, shielded from view, free from intrusion from coworkers and the public, and which the employee can use as needed to express breast milk. See Board Policy 6700 – Fair Labor Standards Act.

Nondiscrimination Based on Employee's Genetic Information

The Board prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of the individual's genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.

In accordance with the Genetic Information Nondiscrimination Act ("GINA"), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with GINA, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.

~~**[ ]** The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information. **[END OF OPTION]**~~

If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider, it shall be treated as a confidential medical record in accordance with law.

The District Compliance Officer (see below) shall be responsible for overseeing the District's compliance with applicable Federal regulations and promptly dealing with any inquiries or complaints. The District Compliance Officer or designee shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the Americans with Disabilities Act ("ADA") or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

~~[ ] The District offers health services ( ), including a wellness program **[END OF INTERNAL OPTION]**. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to the person's health services providers, but only genetic information in aggregate form will be provided to the Board. **[END OF OPTION]**~~

District Compliance Officer(s)

[DRAFTING NOTES:

1. **Neola suggests the Board appoint both a male and a female to serve as the District Compliance Officers. By appointing two (2) District Compliance Officers, there should always be a District Compliance Officer available to address a claim that pertains to the other District Compliance Officer. If, however, the Board appoints more than one (1) District Compliance Officer, Neola recommends that it designate one (1) of the District Compliance Officers to retain ultimate oversight over the assigned responsibilities and ensure the Board's consistent compliance with its responsibilities under applicable Federal and State laws that prohibit unlawful discrimination/harassment based on protected classes and retaliation. Alternatively, the Board could appoint a District Compliance Officer and one (1) or more persons to assist the District Compliance Officer with performance of the responsibilities identified in this policy and its accompanying administrative guidelines. Often the person(s) designated to assist a District Compliance Officer is/are called Deputy or Assistant Compliance Officer(s). If the Board elects this alternative approach, it would designate a District Compliance Officer for purposes of this policy, and then designate the other position(s) through its AG. The person(s) in the alternative support role(s) will need to be trained in the same manner as the District Compliance Officer (see AG 4122).**

2. **The Board must list in this policy either the Name(s) or Title(s) of the District Compliance Officer(s); while the Board may list both the Name(s) and Title(s), Neola suggests that the Board only list the Title(s) in this policy (so the Board does not need to revise/amend the policy whenever there is a change in the actual person(s) holding the designated position(s)), but list both the Name(s) and Title(s) in the requisite notices/postings (e.g., website) and publications (e.g., handbooks). The District will also need to decide whether to list the Name(s) and Title(s), or just the Title(s), in Administrative Guideline 4122 if the District elects to identify the District Compliance Officer in the AG (see DRAFTING NOTE in the AG; again, if the District lists the Name(s) and Title(s), it will need to remember to update the AG whenever there is a change in the actual person(s) holding the designated position(s). No matter what, the Board will need to amend its policy and update its AG, requisite notices/postings, and publications, whenever it changes the Title of the position(s) designated to serve as the District Compliance Officer(s).**

3. **Reminder: Whenever a new person begins to serve as the District Compliance Officer (or in a support role to the District Compliance Officer), the District needs to make sure the new person is appropriately trained, in a timely manner, to fulfill the responsibilities of the position to which the person is assigned.]**

[END OF DRAFTING NOTES]

The Board designates and authorizes the following individual(s) to coordinate its efforts to comply with the Board's responsibilities under Federal and State laws that prohibit discrimination, including harassment, based on Protected Classes and retaliation (also known as "Civil Rights Coordinator(s)" or "Anti-Harassment Compliance Officer(s)") (hereinafter referred to as the "District Compliance Officer(s)" or "CO(s)"):

Mrs. Jessica Carter
Executive Director, Human Resources
Jackson Public Schools
522 Wildwood Avenue
Jackson, MI 49201
517-841-2155
jessica.carter@jpsk12.org

[DRAFTING NOTE: The District may want to create a static (i.e., fixed) District Compliance Officer -specific email address and phone number that will not change when the person(s) and/or position(s) designated to be the CO(s) change(s) – e.g., CO4CivilRights@(insert District's domain) – which the Technology Director/Department can program to be forwarded to the actual individual(s) serving as the District Compliance Officer(s) at any given time. Likewise, the District may want to establish a static Telephone Number for the position of District Compliance Officer that can be forwarded to, and accessed by, the actual person(s) serving in the CO position(s) at any given time. These two (2) steps will help reduce the information that needs to be updated in policy, AG, and/or the requisite notices/postings and publications when changes occur to the specific person(s)/position(s) designated to serve as the CO(s).]

[DRAFTING NOTE: Complete the following information if the Board appoints more than one (1) District Compliance Officer.]

X] [DESIGNATION OF A SECOND DISTRICT COMPLIANCE OFFICER]

Mrs. Kelly Crum
Executive Director, School Climate and Curriculum
Jackson Public Schools
522 Wildwood Avenue
Jackson, MI 49201
517-841-2145
Kelly.Crum@jpsk12.org

[END OF OPTION]

[DRAFTING NOTE: As discussed above, if the Board designates more than one (1) CO, Neola recommends that the District select the following option.]

X] The Board designates _____Jessica Carter, Executive Director, Human Resources_____ **[DRAFTING NOTE: Insert Name and/or Title of the District Compliance Officer who is ultimately responsible for the District's compliance with its responsibilities under Federal and State laws that prohibit discrimination/harassment based on Protected Classes and retaliation** as the individual who is ultimately responsible for oversight over the Board's compliance with applicable Federal and State laws and regulations that prohibit discrimination based on the basis of Protected Classes and retaliation. **[END OF OPTION]**

[X The District Compliance Officer may delegate specific duties to one (1) or more designees. **[END OF OPTION]**

The contact information concerning the District Compliance Officer(s) will be published on the School District's website ~~( ) and annually **[END OF OPTION]**~~:

A. **(X)** in parent/student and staff handbooks.

B. ~~( ) in the School District Annual Report to the public.~~

C. ~~( ) on each individual school's website.~~

D. ~~( ) in the School District's calendar.~~

E. **(X)** _____District Board of Education Policy Manual_____.

[DRAFTING NOTE: The Board may want to select the following option when the Superintendent is not the CO. While Neola recognizes that this may not always be possible, it may be preferable to have the CO be someone other than the Superintendent because then – if the CO serves as the investigator and decisionmaker – the Superintendent can serve as the appeal decisionmaker or the facilitator for the informal resolution process.]

X] The District Compliance Officer(s) shall report directly to the Superintendent except when the Superintendent is a party to a complaint (i.e., either the complainant or the respondent). Under such circumstances, the CO(s) shall report directly to **[SELECT ONE OF THE FOLLOWING]** ~~( ) the Board President~~ **(X)** the Board's Legal Counsel ~~( ) _____ [OTHER] [END OF INTERNAL OPTIONS]~~ until the matter in which the Superintendent is a party is concluded. **[END OF OPTION]**

Questions about this policy ~~( ) and AG 4122~~ **[END OF OPTION]** should be directed to the District Compliance Officer(s).

The CO(s) is/are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, harassment, retaliation, or denial of equal opportunity/access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), Genetic Information Nondiscrimination Act (GINA), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. **[X** Any sections of the District's collective bargaining agreements dealing with hiring, promotion, demotion, discipline, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement set forth above. **[END OF OPTION] X]** In addition, as practical, gender-specific terms should be eliminated from such contracts. **[END OF OPTION]** Copies of the laws and regulations listed above are available upon request from the CO(s).

The CO(s) will be available during regular work hours to discuss concerns related to Prohibited Conduct, to assist employees, other members of the District community, and third parties who seek support or advice when informing another individual about Prohibited Conduct, including unwelcome conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The CO(s) shall monitor the District's education programs and activities for barriers to reporting information about conduct that reasonably may constitute Prohibited Conduct pursuant to Federal and/or State laws that prohibit discrimination/harassment based on the basis of a Protected Class/Category and retaliation, and take steps reasonably calculated to address such barriers.

Notice of Nondiscrimination

The Superintendent shall provide a notice of nondiscrimination to students, parents, guardians, or other authorized legal representatives of elementary and secondary students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the Board. Specifically, the Superintendent shall post the notice of nondiscrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to the persons listed above, or which are otherwise used in connection with the recruitment of employees. ~~( ) See AG 4122 and Form 4122F1 – Notice and Statement of Nondiscrimination.~~ **[END OF OPTION]**

NOTIFICATION/REPORTS OF PROHIBITED CONDUCT

Any person may provide information to the CO(s) concerning conduct that reasonably may constitute Prohibited Conduct. Such information may be submitted in person, by mail, by telephone, or by electronic mail using the CO's(s') published contact information, or by any other means (oral or written) that results in the CO(s) receiving the information. Information may be provided at any time (including during non-work hours). ~~[ ] Anonymous reports may be submitted using ( ) the online reporting form posted at _____ [insert the web address for the reporting form, or insert a hyperlink tied to the phrase "online reporting form"] [or] ( ) the hotline reporting number (_____ [insert phone number]).~~ **[END OF OPTION]**

All Board employees are required to notify the CO(s) of conduct that reasonably may constitute Prohibited Conduct. For the Board to fulfill its responsibilities under applicable Federal and/or State laws, if a Board employee has knowledge of conduct that reasonably may constitute Prohibited Conduct, the Board employee must notify the/a CO within two (2) days of learning the information or receiving the report. **[DRAFTING NOTE: The applicable statutes and regulations do not specify within how many days the Board employee must notify the CO of receiving notification/a report of Prohibited Conduct; Neola suggests "two (2) days". Alternatively, the Board could make this language more open-ended – e.g., "* * * must immediately/promptly notify the/a CO of such information or report."]** The Board employee must also comply with mandatory reporting responsibilities pursuant to Policy 8462 – Student Abuse and

Neglect, if applicable. If the Board employee's knowledge about the alleged Prohibited Conduct is based on another individual bringing the information to the Board employee's attention, and the reporting individual submitted a written notification/report or complaint to the Board employee, the Board employee must provide the written notification/report or complaint to the CO.

Notification can be provided orally or in writing and should be as specific as possible. The person making the notification/report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a notification/report or complaint involves allegations of Prohibited Conduct by or involving the CO, the person making the report (i.e., providing the notification or filing the complaint) should submit it to the Superintendent or another Board employee who, in turn, will notify the Superintendent of the report/complaint. The Superintendent will then serve in place of the CO for purposes of addressing that report of Prohibited Conduct. **[DRAFTING NOTE: If the Superintendent is the CO, substitute "Board President" in place of "Superintendent."]**

When a Board employee notifies the CO of suspected Prohibited Conduct, the employee is required to report all known details about the alleged Prohibited Conduct including: (1) the name of the alleged respondent(s); (2) the person who experienced the alleged Prohibited Conduct (i.e., the complainant); (3) other persons involved in the alleged Prohibited Conduct (e.g., witnesses); and (4) any other relevant facts, such as date, time, and location. Failure to provide such notification may result in discipline, up to and including suspension or termination of employment.

Any allegations of misconduct not involving Prohibited Conduct as defined in this policy will be addressed through the procedures outlined in other Board policies ~~( ) and/or administrative guidelines [END OF OPTION]~~, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

When a notification/report or complaint of Prohibited Conduct is made, the CO shall promptly (i.e., within two (2) days **[DRAFTING NOTE: The applicable laws and/or regulations do not define "promptly" or otherwise specify within how many days the contact has to be made; Neola suggests "two (2) days."]** of the CO's receipt of the notification/report or complaint of Prohibited Conduct) contact the purported complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a complaint, and explain to the complainant the process for filing a complaint. The CO is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the complainant or respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

GRIEVANCE PROCEDURES

Overview:

The Board adopts the following grievance procedures to provide for the prompt, effective, and equitable resolution of complaints made by employees, applicants, or other individuals who are participating or attempting to participate in the District's education programs or activities (i.e., members of the School District community and Third Parties), or by the CO alleging any act of Prohibited Conduct.

These grievance procedures shall be used for all complaints of Prohibited Conduct unless it involves conduct involving a student, in which case the grievance procedures set forth in Policy 2260 or Policy 5517.01 shall apply. These grievances procedures set forth the means for investigating and resolving claims involving such Prohibited Conduct; in particular, the procedures provide a method for assessing – in a prompt, effective, and equitable manner – whether an applicable Federal or State law was violated and, if it was, how best to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.

Due to the sensitivity surrounding complaints of Prohibited Conduct, timelines are flexible for initiating the grievance procedures; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner.

[DRAFTING NOTE: Title VII of the Civil Rights Act of 1964 ("Title VII") prohibits discrimination in employment. Specifically, it prohibits employment discrimination based on race, color, religion, sex, or national origin, and applies to employers with fifteen (15) or more employees. Title IX, on the other hand, specifically prohibits discrimination based on sex in education programs and activities that receive Federal financial assistance, including employment within those institutions. Title IX is addressed by Board Policy 2266 and AG 2266. While both laws aim to prevent sex-based discrimination in the workplace, Title VII applies more broadly to various types of employers, whereas Title IX is limited to educational institutions receiving Federal funds. Ultimately, both laws aim to ensure equal employment opportunities and protect individuals from discrimination. When a District Compliance Officer receives a complaint or notification of alleged

misconduct involving sex discrimination (in particular, sexual harassment) that involves an employee complainant and an employee respondent, the District Compliance Officer should consult with the Title IX Coordinator and/or the Board's Legal Counsel concerning which law – it may be both – the District will need to comply with when investigating the allegations.]

Under all circumstances, the CO shall offer and coordinate supportive measures, as appropriate, in accordance with this policy ~~( ) and AG 4122~~ **~~[END OF OPTION]~~**.

Complaints:

The following people may make a complaint of Prohibited Conduct – i.e., request that the District investigate and determine whether Prohibited Conduct occurred:

A. a "complainant," which includes:

1. an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct; or

2. a person other than an employee of the District who is alleged to have been subjected to conduct that could constitute Prohibited Conduct at a time when that individual was participating or attempting to participate in the District's education programs or activities;

B. an authorized legal representative with the legal right to act on behalf of a complainant;

C. the District Compliance Officer.

A person is entitled to make a complaint of unlawful harassment only if they themselves are alleged to have been subjected to the unlawful harassment, or if the CO initiates a complaint.

[DRAFTING NOTE: This paragraph emphasizes that in order for a person to file a complaint of unlawful harassment, the person has to have been subjected to the alleged misconduct directly or be a person who has a legal right to act on behalf of the person who was subjected to the alleged misconduct. This is consistent with the prior paragraph, where the complainant is identified as an employee who was "subjected to conduct that could constitute Prohibited Conduct." The following paragraph, on the other hand, expands who can file a complaint – when the alleged Prohibited Conduct does not involve unlawful harassment, or the complaint involves allegations of retaliation – to persons who are aware of the alleged Prohibited Conduct, even if that person was not directly affected by or subject to the alleged Prohibited Conduct.]

With respect to complaints of Prohibited Conduct other than unlawful harassment, or complaints involving allegations of retaliation, in addition to the people listed above, the following persons have a right to make a complaint:

A. any employee of the District; or

B. any person other than an employee who was participating or attempting to participate in the District's education programs or activities at the time of the alleged Prohibited Conduct.

The District may consolidate complaints of Prohibited Conduct against more than one (1) respondent, or by more than one (1) complainant against one (1) or more respondents, or by one (1) party against another party, when the allegations of Prohibited Conduct arise out of the same facts or circumstances. When more than one (1) complainant or more than one (1) respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

A person may file criminal charges simultaneously with filing a complaint. A person does not need to wait until the District's internal grievance procedures are completed before filing a criminal complaint. Likewise, questions or complaints relating to alleged violations of applicable Federal or State laws may be filed with the U.S. Department of Education's Office for Civil Rights, the U.S. Department of Justice's Civil Rights Division, the U.S. Equal Employment Opportunity Commission, or the Michigan Department of Civil Rights, at any time based on the underlying statutory basis for the complaint.

Basic Requirements:

The District will treat complainants and respondents equitably.

All persons involved with implementing the grievance procedures and any other aspects of this Policy, including the District

Compliance Officer, the investigator, the decisionmaker, and the appeal decisionmaker, **(X)** and the facilitator of the informal resolution process, **[END OF OPTION]** shall be free from any conflicts of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

X] The CO may serve simultaneously as an investigator and/or a decisionmaker. **[END OF OPTION] [DRAFTING NOTE: Neola recommends the Board select this OPTION; note it is "may" (i.e., optional) so the CO can decide when to serve in both roles and when to designate one or more persons to perform these responsibilities in a given case.]**

If the CO does not intend to serve as the investigator/decisionmaker in a specific case, the CO shall designate one (1) or more administrators who are appropriately trained to serve in the role.

In circumstances when the CO and trained administrators do not have time/capacity to serve, or are prevented due to a conflict of interest, bias, or partiality, or other reasons impair the CO and other trained administrators from serving as an investigator/decisionmaker in a specific case, the CO shall **(X)**, in consultation with **(X)** and approval of **[END OF OPTION]** the Superintendent ~~or ( ) Board ( ) Board President (as appropriate), [END OF OPTION~~ secure one (1) or more independent third parties to serve as the investigator and/or decisionmaker.

The District presumes that the respondent is not responsible for the alleged Prohibited Conduct until a determination is made at the conclusion of its grievance procedures.

Under ordinary circumstances, the Board expects to complete the major stages of the grievance procedures within the timeframe specified below:

A. **Evaluation** – The District Compliance Officer will determine whether to dismiss a complaint or investigate it within __ten_ (_10_) **[INSERT AMOUNT]** days of receiving the complaint. **[DRAFTING NOTE: Neola recommends that the evaluation stage be completed within ten (10) days of the CO receiving notice of the complaint.]**

B. **Investigation** – The CO, or designated investigator/decisionmaker, shall ordinarily complete the investigation (i.e., collect relevant evidence that is not otherwise impermissible) and issue a Determination (i.e., consider the rlevant and not otherwise impermissible evidence and decide whether Prohibited Conduct occurred) within __twenty__ (_20_) **[INSERT AMOUNT]** days of the CO determining the charges require investigation. **[DRAFTING NOTE: Recognizing that it is important for investigations to be completed and Determinations issued in a prompt and equitable manner, Neola recommends that a school district typically complete an investigation and issue a Determination within twenty (20) days.]**

   [DRAFTING NOTE: If the investigator/decisionmaker is someone other than the CO, upon written request from the investigator/decisionmaker, the CO should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. If the CO is the investigation/decisionmaker: upon written request from the CO, the Superintendent should be permitted to approve a reasonable extension of time for the investigation to be completed and the Determination issued. In either situation, the administrator granting the extension should communicate to the parties the new deadline along with a rationale for the extension.]

   If, however, the CO, or designated investigator/decisionmaker, determines that the investigation is going to take longer, the CO will so notify the parties **(X)** and the Superintendent **[END OF OPTION]** and will thereafter keep the parties **(X)** and the Superintendent **[END OF OPTION]** informed of the status of the matter on a _____regular____ **[INSERT TIME PERIOD – E.G., BIWEEKLY OR REGULAR]** basis.

C. **Appeal –** A party filing an appeal of the CO's decision to dismiss a complaint **(x)**, or the Determination, **[END OF OPTION]** must do so within __five_ (_5_) **[INSERT AMOUNT]** days of receiving the Dismissal **(X)** or Determination **[END OF OPTION]**. **[DRAFTING NOTE: Neola recommends the Board allow limited appeals based on the Determination. See DRAFTING NOTE below in the appeal section.]**

The CO, or the Superintendent if the CO is the individual requesting an extension, may approve reasonable extensions of the preceding timeframes on a case-by-case basis for good cause with notice to the parties.

The District will take reasonable steps to protect the privacy of the parties and witnesses. ~~[ ] These steps will not restrict the ability of the parties to present evidence or otherwise participate in the grievance procedures. [END OF OPTION]~~ The parties shall not engage in retaliation, including against witnesses.

The CO, or designated investigator/decisionmaker, shall objectively evaluate all evidence that is relevant and not otherwise impermissible — including both inculpatory and exculpatory evidence. Credibility determinations shall not be based on a

person's status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking such evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

A. evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed voluntarily waived the privilege or confidentiality; and

B. a party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its grievance procedures.

Notice of Allegations:

Upon initiation of the Board's grievance procedures, the District Compliance Officer shall notify the parties of the following:

A. the Board's grievance procedures **(X)** and informal resolution process **[END OF OPTION]** associated with claims involving Prohibited Conduct; **[DRAFTING NOTE: Neola encourages the Board to include an informal resolution process.]**

B. sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute Prohibited Conduct, and the date(s) and location(s) of the alleged incident(s); and

C. retaliation is prohibited.

Should the CO decide, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the CO will provide a supplemental written notice describing the additional allegations to be investigated.

Dismissal of a Complaint:

The CO may dismiss a complaint of Prohibited Conduct if:

A. the District is unable to identify the respondent after taking reasonable steps to do so;

B. the respondent is not participating in the District's education program or activity and is not employed by the Board;

C. the complainant voluntarily withdraws any or all the allegations in the complaint, the CO declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute Prohibited Conduct even if proven; or

D. the District determines the conduct alleged in the complaint, even if proven, would not constitute Prohibited Conduct. Before dismissing the complaint, the CO will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the CO will promptly notify, in writing, the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, the CO will also simultaneously notify, in writing, the respondent of the dismissal and the basis for the dismissal.

The CO will further notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of the complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the CO will also notify the respondent that the dismissal may be appealed.

Dismissals may be appealed on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

C. the CO had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that would change the outcome.

If the dismissal is appealed, the CO will:

A. notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;

B. implement appeal procedures equally for the parties;

C. ensure that the appeal decisionmaker did not take part in the original dismissal of the complaint;

D. ensure that the appeal decisionmaker has been trained consistent with this Policy ~~( ) and AG 4122~~ **~~[END OF OPTION]~~**;

E. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and

F. notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the CO will, at a minimum:

A. offer supportive measures to the complainant as appropriate;

B. if the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

C. take other prompt and effective steps, as appropriate, to ensure that Prohibited Conduct does not continue or recur within the District's education programs or activities.

[DRAFTING NOTE: Neola encourages the Board to select the following option so the CO can choose, in appropriate circumstances, to offer the parties the opportunity to participate in an informal resolution process, or to honor the parties' request to use an informal resolution process, to end the Prohibited Conduct, prevent its recurrence, and remedy its effects.]

X] [OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Informal Resolution Process:

In lieu of resolving a complaint through the Board's formal grievance procedures, the parties may instead elect to participate in an informal resolution process. The District will not offer informal resolution to resolve a complaint when such a process would conflict with Federal, State, or local law.

[END OF OPTIONAL LANGUAGE: INFORMAL RESOLUTION PROCESS]

Adding Allegations and/or Consolidating Complaints:

If, in the course of an investigation, the District decides to investigate additional allegations of Prohibited Conduct by the respondent toward the complainant that are not included in the original Notice of Allegations or to consolidate charges raised in a different complaint involving the same respondent, the CO will notify the parties of the additional allegations.

Investigation:

The District will provide for an adequate, reliable, and impartial investigation of complaints.

The burden is on the District — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether Prohibited Conduct occurred.

The CO, or the designated investigator/decisionmaker, will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The CO, or the designated investigator/decisionmaker, will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible, regardless of relevance.

Determination of Whether Prohibited Conduct Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the CO or designated investigator/decisionmaker will:

A. Use the preponderance of the evidence standard of proof to determine whether Prohibited Conduct occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker, applying the applicable standard, is not persuaded by the relevant and not otherwise impermissible evidence that Prohibited Conduct occurred, regardless of the quantity of the evidence, the decisionmaker will not determine that Prohibited Conduct occurred. **[DRAFTING NOTE: While a board of education could elect to use the "clear and convincing" evidence standard of proof, Neola does not recommend it. If a board does select the "clear and convincing" standard, it should use it in all other comparable proceedings. Neola expects it will be a rare situation when a board chooses to use a clear and convincing standard of proof.]**

B. Notify the parties, in writing, of the determination whether Prohibited Conduct occurred, including the rationale for such determination ~~( ), and the procedures and permissible bases for the complainant and respondent to appeal~~ ~~**[END OF OPTION]**~~.

C. Not impose discipline on a respondent for Prohibited Conduct unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in Prohibited Conduct.

D. If there is a determination that Prohibited Conduct occurred, the CO will, as appropriate:

1. coordinate the provision and implementation of remedies to a complainant and other people the District identifies as having had equal access to the District's education programs or activities limited or denied by the Prohibited Conduct;

2. coordinate the imposition of any disciplinary sanctions on a respondent ~~( ), including notification to the complainant of any such disciplinary sanctions~~ ~~**[END OF OPTION]**~~; and

3. take other appropriate prompt and effective steps to ensure that the Prohibited Conduct does not continue or recur within the District's education programs or activities.

E. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent.

F. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement based solely on the determination of whether Prohibited Conduct occurred.

[DRAFTING NOTE: If the CO dismisses a complaint in the Evaluation stage (i.e., prior to commencing an investigation), the complainant may appeal as set forth above. Neola also recommends the Board include an appeal process related to the Determination.]

[X] [OPTIONAL LANGUAGE - APPEAL OF DETERMINATION]

Appeal of Determinations:

If a party disagrees with the decisionmaker's determination as to whether Prohibited Conduct occurred, the party may file an appeal. Appeals must be submitted, in writing, within __five__ (_5_) **(INSERT AMOUNT)** days of the appealing party's receipt of the Determination.

A party may appeal a Determination on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the investigation occurred and the Determination was made; and

C. the CO, or the designated investigator/decisionmaker, had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome;

[DRAFTING NOTE: The Board may insert additional grounds on which an appeal may be filed.]

D. ~~( ) the recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Prohibited Conduct).~~

E. ~~( ) [OTHER] _____.~~

~~[ ] The complainant may not challenge the ultimate disciplinary sanction/consequence that is imposed.~~ **~~[END OF OPTION]~~**

[DRAFTING NOTE: The following options are offered in case the Board wants the Superintendent to serve as the appeal decisionmaker or the Board wants to nominally be identified as the appeal decisionmaker but will be delegating the responsibility to a person who is properly trained. Neola does not recommend that the Board itself be named as the appeal decisionmaker because of the preference for the decisionmaker to be trained to render a decision. If the Board wants to serve as the appeal decisionmaker, it should discuss this issue with its Legal Counsel. Select OPTION 1 or OPTION 2 below.]

~~[ ] [OPTION 1]~~

~~The CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained ( ), as set forth in AG 4122~~ **~~[END OF INTERNAL OPTION].~~**

~~The CO has authority ( ), in consultation with ( ) and approval of~~ **~~[END OF OPTION]~~** ~~the Superintendent or ( ) Board ( ) Board President (as appropriate),~~ **~~[END OF OPTIONS]~~** ~~to secure an independent Third Party to serve as the appeal decisionmaker.~~

~~[ ] In designating an appeal decisionmaker, the CO will work with the Board to identify and appoint an independent Third Party to serve as the appeal decisionmaker – this individual shall be considered to be the Board's designee and will submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO who will send it simultaneously to the parties.~~ **~~[END OF OPTIONAL SENTENCE]~~**

~~[END OF OPTION 1]~~

[X [OPTION 2]

The Superintendent shall serve as the appeal decisionmaker, provided the Superintendent has not been otherwise involved in the grievance procedures (i.e., did not serve as the investigator/decisionmaker or informal resolution process facilitator) and is appropriately trained. If the Superintendent is not eligible to serve as the appeal decisionmaker, the CO will designate an appeal decisionmaker, who will be a person who did not conduct the Investigation and render the Determination, and is appropriately trained ~~( ), as set forth in AG 4122~~ **~~[END OF INTERNAL OPTION]~~**.

[END OF OPTION 2]

[END OF OPTIONS]

If a party appeals the Determination, the CO will:

A. notify the parties of the appeal;

B. implement appeal procedures equally for the parties;

C. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the Determination;

D. provide the appeal decisionmaker with the relevant and not otherwise impermissible evidence and the Determination; and

E. notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.

Parties Provided a Reasonable and Equal Opportunity to Make a Statement in Support of, or Challenging, the Dismissal (X) or Determination [END OF OPTION]

When a party files an appeal, the party must set forth the reason(s)/basis/bases for the appeal, and the other party will have __five__ (_5_) **[INSERT AMOUNT]** days to provide the appeal decisionmaker with a statement in support of their position. Once the decisionmaker receives the statement (or the deadline for filing such a statement expires), the appeal decisionmaker will have __ten__ (_10_) **[INSERT AMOUNT]** days to issue a decision on the appeal.

[DRAFTING NOTE: Neola suggests any appeals should be filed within five (5) days of the parties receiving written notice of the Determination. Neola further suggests that the timeline for the other party submitting a statement be equivalent to the timeframe in which an appeal has to be filed. Finally, Neola suggests the appeal

decisionmaker have ten (10) days from receipt of the statements to issue a decision.]

While a party appealing a Determination may argue the reason/basis for the appeal is that new evidence has been discovered/obtained that would change the outcome and that said new evidence was not reasonably available when the Determination was originally made, the party may not submit the new or additional evidence during the appeal process. Rather, the party appealing should identify/describe in detail the evidence, including how and when it was discovered/obtained, and explain why it was not reasonably available during the Investigation (i.e., prior to the Determination). If the appeal decisionmaker accepts the proffered explanation, the appeal decisionmaker should remand the case back to the investigator/decisionmaker (i.e., reopen the investigation) so the new evidence may be submitted and considered by the other party and the investigator/decisionmaker.

The appeal decisionmaker shall determine the outcome of the appeal based on the appeal decisionmaker's independent review of the record (i.e., the relevant and not otherwise impermissible evidence and the written determination) and the appeal decisionmaker's application of the law and Board policy to the facts in the record. The appeal decisionmaker must give due deference and due weight to the decisionmaker's factual findings and credibility determinations and should not overturn them unless non-testimonial extrinsic evidence in the record justifies a contrary conclusion or unless the record read in its entirety compels a contrary conclusion. Generally, the appeal decisionmaker is expected to uphold the original Determination unless the appeal decisionmaker concludes the original Determination is unlawful, unreasonable, or against the manifest weight of the evidence. Every reasonable presumption must be made in favor of the original Determination.

The appeal decisionmaker shall

[DRAFTING NOTE: The Board must select either OPTION 1 or OPTION 2 unless the Board appointed an independent Third Party to serve as the Board's appeal decisionmaker, in which case the Board should select OPTION 3.]

(x) [OPTION 1]

simultaneously notify the parties, in writing, of the result of the appeal and the rationale for the outcome.

[END OF OPTION 1]

~~**[OR]**~~

~~**( ) [OPTION 2]**~~

-

~~notify the CO, in writing, of the result of the appeal and the rationale for the outcome. The CO will then simultaneously notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

-

~~**[END OF OPTION 2]**~~

-

~~**[OR]**~~

~~**( ) [OPTION 3]**~~

-

~~submit the appeal decision to the Board who will promptly adopt it as written and forward it to the CO, who will send it simultaneously to the parties. The appeal decision shall set forth the result of the appeal and the appeal decisionmaker's rationale for the outcome.~~

-

~~**[END OF OPTION 3]**~~

The **(X)** appeal decisionmaker's ~~**( ) Board's [END OF OPTION]**~~ decision shall be final.

[END OF OPTIONAL LANGUAGE - APPEAL OF DETERMINATION]

Supportive Measures:

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education programs or activities or provide support during the grievance procedures and/or during the informal resolution process. For allegations of Prohibited Conduct other than prohibited harassment or retaliation, the District's provision of support measures does not require the District, Board employees, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory/retaliatory conduct for the purpose of providing a supportive measure.

The CO shall determine appropriate supportive measures on a case-by-case basis. Supportive measures may vary depending on what the CO deems to be reasonably available. Supportive measures may include, but are not limited to: modifications of work schedules, mutual restrictions on contact between the parties; changes in work locations; leaves of absence; increased security and monitoring of certain work settings; training related to Prohibited Conduct; **(X)** referral to Employee Assistance Program; **[END OF OPTION** and other similar measures.

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties and/or the District's educational environment, or to provide support during the Board's grievance procedures or the informal resolution process.

The District will not impose such measures for punitive or disciplinary reasons.

The CO may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures, or at the conclusion of the informal resolution process, or the District may continue them beyond that point.

A party may seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

The District will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the District's education programs or activities, or as otherwise permitted under existing law and/or policy.

The Superintendent may place an employee respondent on administrative leave from employment responsibilities during the pendency of the Board's grievance procedures.

Disciplinary Sanctions and Remedies:

Following a determination that Prohibited Conduct occurred, the District may impose disciplinary sanctions, which may include:

A. **(X)** oral or written warning;

B. **(X)** written reprimands;

C. ~~**( ) required counseling;**~~

D. **(X)** required training or education;

E. ~~**( ) demotion;**~~

F. ~~**( ) suspension with pay;**~~

[END OF OPTIONS]

G. suspension without pay;

H. termination; and

I. any other sanction authorized by any applicable Board policy, Employee/Administrator Handbook, and/or collective bargaining agreement.

The District may also provide remedies, which may include disciplinary sanctions/consequences. The CO will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation and implement appropriate remedies in compliance with applicable due process procedures, whether statutory or contractual.

[DRAFTING NOTE: The Board should review applicable policy(ies)/administrative guidelines/employee handbooks to determine whether changes are needed to establish timelines associated with imposition of discipline as a result of possible delays caused by the Board implementing the preceding grievance procedures; likewise, the Board may need to discuss with union representatives how implementation of the grievance procedures may impact any disciplinary provisions contained in applicable collective bargaining (e.g., timelines, permitted attendees at investigative interviews, etc.).]

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable

provisions of any relevant collective bargaining agreement.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging Prohibited Conduct or retaliation, or participates in an investigation, is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the U.S. Constitution, the Michigan Constitution, Federal or State law, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including initiating a disciplinary process against a person for a code of conduct violation that does not involve Prohibited Conduct but arises out of the same facts and circumstances as a complaint or information reported about possible Prohibited Conduct, for the purpose of interfering with the exercise of any right or privilege secured by Federal or State law constitutes retaliation. Retaliation against a person for making a complaint or participating in an investigation is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above. The District shall initiate its grievance procedures upon receiving any complaint alleging retaliation.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination that Prohibited Conduct occurred, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. The District will keep confidential the identity of any individual who has made a complaint of Prohibited Conduct, any complainant, any individual who has been reported to be the perpetrator of Prohibited Conduct, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of relevant Federal or State law or regulations, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the complainant's and respondent's receipt of the information to which they are entitled related to the investigation and determination of whether Prohibited Conduct occurred). All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the respondent must be provided the complainant's identity.

During an investigation, the CO or designated investigator/decisionmaker will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to other members of the School District Community or Third Parties any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against Prohibited Conduct by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where Prohibited Conduct is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution ~~( ) and the principles of academic freedom as set forth in the applicable collective bargaining agreement **[END OF OPTION]**~~. In no case will a respondent be found to have committed Prohibited Conduct based on expressive conduct that is protected by the First Amendment ~~( ) and/or the principles of academic freedom specified in the Board's collective bargaining agreement with its teachers **[END OF OPTION]**~~.

Training

All employees, investigators, decisionmakers, facilitators of informal resolution process, the District Compliance Officer(s), and other persons who are responsible for implementing the Board's grievance procedures or have the authority to modify or terminate supportive measures shall receive training related to their duties under applicable Federal and State laws and this policy. ~~[ ] The training shall be provided promptly upon hiring or a change of position that alters their duties under this policy, and annually thereafter. **[END OF OPTIONAL SENTENCE]**~~ The training shall not rely on stereotypes involving Protected Classes.

~~[ ] Training materials will be made available for inspection upon request by members of the public. **[END OF OPTION]**~~

Recordkeeping (including retention of investigatory records and materials)

The District Compliance Officer(s) is/are responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation. Records and materials associated with the implementation of this policy shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for the period set forth below, unless required to be maintained for a longer period pursuant to the District's records retention schedule.

[DRAFTING NOTE: For purposes of uniformity, Neola recommends that the Board use the same seven (7) year period for recordkeeping that is required by the 2020 Title IX regulations - see Board Policy 2266; if the Board selects a different timeframe for maintaining the below specified records, it should verify the time period selected is consistent with and/or reflected in its record retention schedule – see AG 8310.]

The District shall maintain for a period of seven (7) calendar years the following records:

A. for each complaint of Prohibited Conduct, records documenting the informal resolution process and/or the grievance procedures followed and the resulting outcome;

B. for each notification that the District Compliance Officer receives of information about conduct that reasonably may constitute Prohibited Conduct, records documenting the actions the District took to implement this policy; and

C. all materials used to provide the training referenced above ~~( ) and in AG 4122 **[END OF OPTION]**~~.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records, medical records).

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy including, but not limited to, District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, or facilitator of the informal resolution process.

The Board also retains discretion to appoint two (2) or more persons to jointly fulfill the role of District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process.

The Superintendent may delegate functions assigned to a specific Board employee under this policy including, but not limited to, the functions assigned to the District Compliance Officer, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process to any suitably qualified individual, and such delegation may be rescinded by the Superintendent at any time.

[DRAFTING NOTE: The following option expressly sets forth authority that the Board has, regardless of whether it is included in this policy, but is offered for those boards of education that may want to affirmatively communicate to/address these issues for readers of this policy.]

~~**[ ] Discretion in Application**~~

-

~~The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific complainant and/or respondent.~~

~~Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible that unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.~~

~~The provisions of this policy are not contractual in nature, whether in their own right or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.~~

~~**[END OF OPTION]**~~

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Legal

M.C.L. 37.2101 et seq., 37.1101 et seq.

20 U.S.C. 1092(F)(6)(A)(v)

20 U.S.C. 1232g

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

29 C.F.R. Part 1635

29 U.S.C. 201 et seq., The Fair Labor Standards Act ("FLSA")

29 U.S.C. 218d, PUMP for Nursing Mothers Act ("PUMP Act")

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 701 et seq. (in particular 794), Rehabilitation Act of 1973, as amended

34 C.F.R. Part 110 (7/27/93)

38 U.S.C. Chapter 43 4301-4335 (see in particular 4311(a) [prohibits discrimination based on military service] and 4312 [reemployment rights]), Uniformed Services Employment and Reemployment Rights Act ("USERRA")

42 U.S.C. 1983

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq., Civil Rights Act of 1964 (e.g., Title VI and Title VII), as amended by the Pregnancy Discrimination Act

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 2000gg, Pregnant Workers Fairness Act ("PWFA")

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

Fourteenth Amendment, U.S. Constitution

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
December 16, 2025

ITEM: 25-26-47 SUBJECT: 2025/26-1 Budget Amendment

FOR ACTION: Marcu Leon

STATEMENT OF THE ISSUE:

The 2025/26-1 budget amendment will be discussed. Some changes include: Increase in state revenue, due to the state budget being adopted. Increases to expenses include additional staff hires in specific areas, such as special education, increases to retirement and health insurance rates etc... The amendment was shared in more detail at the December 5 Facilities/Finance meeting.

RECOMMENDATION:

Administration recommends approval of the 2025/26-1 budget amendment as presented.

2024-25 School Year **General Fund Budget**

	Original Adopted	Dec-25 Amended	Mar-26 Amended	Jun-26 Amended	Comments
Revenue:					
Local Sources	$ 13,896,445	$ 14,012,693	$ -	$ -	
State Sources	50,827,986	53,542,182	-	-	
Federal Sources	3,412,712	3,402,091	-	-	
Other Sources	3,771,824	3,776,824	-	-	
Total Revenue	**$ 71,908,967**	**$ 74,733,790**	**$ -**	**$ -**	
Expenditures:					
Instruction:					
Elementary	17,036,076	17,739,712	-	-	
Middle School	5,001,843	4,873,486	-	-	
High School	8,947,435	9,055,632	-	-	
Summer Programs	210,288	185,266	-	-	
Special Education	8,250,368	8,931,132	-	-	
Compensatory Education	3,087,229	3,110,286	-	-	
Vocational Education	7,483	7,633	-	-	
SUBTOTAL	**42,540,722**	**43,903,147**	**-**	**-**	
Support Services:					
Pupil Support	3,042,324	2,996,632	-	-	
Instructional Staff	1,567,722	2,024,262	-	-	
Executive Administration	598,056	625,892	-	-	
School Administration	4,301,498	4,345,004	-	-	
Business Services	1,506,207	1,600,016	-	-	
Maintenance & Operations	7,847,712	7,899,357	-	-	
Transportation	4,719,906	4,584,519	-	-	
Central Services	1,749,105	1,845,571	-	-	
Technology	2,840,368	2,862,374	-	-	
Athletics	1,128,673	1,136,097	-	-	
Other Support	125,250	103,817	-	-	
SUBTOTAL	**29,426,821**	**30,023,541**	**-**	**-**	
Community Activities	1,865,856	1,832,992	-	-	
Site & Building Improvements	70,000	68,500	-	-	
Debt Service & Transfers Out	7,101	532,256	-	-	
Total Expenditures	**$ 73,910,500**	**$ 76,360,436**	**$ -**	**$ -**	
Excess Rev Over (Under) Exp	**(2,001,533)**	**(1,626,646)**	**0**	**0**	
Beginning Fund Balance	**$ 15,975,966**	**$ 16,552,401**	**$ 16,552,401**	**$ 16,552,401**	
Ending Fund Balance	**$ 13,974,433**	**$ 14,925,755**	**$ 16,552,401**	**$ 16,552,401**	
Projected Fund Balance % of Exp	**18.91%**	**19.55%**	**0.00%**	**0.00%**	

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
December 16, 2025

ITEM:25-26-48 SUBJECT: Energy Project

FOR DISCUSSION: Marcus Leon

STATEMENT OF THE ISSUE:

JPS has been working with its energy advisor, Guaranteed Community Advisors (GCA) for well over a year on assessing facilities, developing and working through an RFP and vetting proposals. The district has selected a few initiatives that will help improve energy efficiency and save the district on utility costs going forward. These include but are not limited to: Power optimization/Data Monitoring(regulating and monitoring voltage to reduce electrical waste); Cooler/Freezer upgrades (energy efficient motors, sensors); Water Conservation (leak detection valves, sensors, etc..)
Total proposed cost of this work is $697,308.65. The work can be funded through various sources, including remaining 2018 bond funds, 0% green energy financing as examples. This was discussed at the November BOE meeting, along with a few finance committee meetings.

RECOMMENDATION:

The administration recommends approval of the plan as presented.

Jackson Public Schools

Energy Conservation Measures RFP

Holistic Sustainability Project

Issue Date: Dec 16, 2024

Due Date: Jan 24, 2025

Prepared by:

Energy Advisor

Guaranteed Community Advisors

Table of Contents

PART I 2
Introduction 2
Background 2
1. RFP Schedule of Events 3
2. Key Team Members 3
3. RFP Objectives 3
4. Liquidated Damages 4
5. Compliance with the State of Michigan 4
6. Scope of Work 6
7. Installation Schedules 14
8. ECM Unit Costs 14
9. Evaluation Criteria 15
10. Proposal Format 15
PART II 15
Vendor Bid Requirements 15
Vendor Information 16
Small Diverse Business Program Applicants 17
JPS Vendor Requirements 18
Capability Assessment 18
PART III 19
Costs and Pricing Reflective of a School 19
PART IV 19
RESPONSE RULES AND EVALUATION 19
EVALUATION 20
ACCEPTING & REJECTING RESPONSES 20
FORMAT 20
RESPONSE CHECKLIST 21
NEGOTIATIONS 21
DEFAULT 21
FURTHER INFORMATION 22
RIGHT TO KNOW 22
QUESTIONS 23
CLAIMS 23
NEWS RELEASES 23
ATTACHMENT A 24
EXHIBITS 25

PART I

Introduction

Jackson Public Schools (JPS) is a public K-12 school district located in Jackson, Michigan. JPS has 11 facilities, over 1,000,000 sq ft and approx 4,400 students. JPS is soliciting a one-time purchase for energy conservation and sustainability measures.

Purpose: The purpose of this Request for Proposal (RFP) is to qualify responsible and responsive contractors to provide services necessary to facilitate, manage, and complete projects following the main standards within the Guaranteed Energy Savings Contracts (GESC) of the State of Michigan. These GESC Projects involve implementation of energy-related improvements, referred to herein as Energy Conservation Measures (ECM).

Note on bidding: bidders are not required to submit for all exhibits. Bidders are invited to submit proposals for any and/or all of the exhibits outlined from the exhibit section in part IV of the RFP. Please determine the desired exhibit(s) to submit for consideration and bid accordingly.

Background

Guaranteed Community Advisors (GCA) has been hired by JPS to provide project advisory services to implement an Energy Conservation Measure (ECM) project for the facilities in Jackson, MI. GCA is soliciting written proposals on behalf of the District from qualified companies for services related to energy efficiency measures and infrastructure. JPS may allocate work to more than one company for this project at its discretion. The selected company(ies) may be expected to produce a turnkey project including the labor, materials, supplies, equipment, storage, disposal, measurement & verification (M&V), and complete documentation for as-built and operation & maintenance (O&M) manuals. The final scope of work will be determined by JPS and is subject to change.

All questions or requests for clarification should be submitted to jamesm@gcommunityadvisors.com

1. RFP Schedule of Events

RFP Timetable

Event	Date
RFP published	**Mon 12/16/24**
Vendor onsite walkthrough	**Thu 1/9/25 and Fri 1/10/25**
RFP close	**Fri 1/24/25 at 3:00 PM ET**
Shortlist announced	**Fri 1/31/25**
Awardees announced	**Fri 2/7/25**
Awardees walkthrough	**Week of 2/17/25**
Deadline for project completion	**8/15/25**

2. Key Team Members

Key Committee members at JPS that will review and evaluate the RFP are:

- Marcus Leon- Assistant Superintendent (Jackson Public Schools)
- Todd Frey - District Operations Director (Jackson Public Schools)
- JPS Board of Education
- JPS Finance Committee
- James McGinnis - Executive VP, Strategic Projects (Guaranteed Community Advisors)
- Colin Bittner - President of Sustainable Engineering (Guaranteed Community Advisors)

3. RFP Objectives

- Provide Long-term value in the form of energy savings and upgrades to the learning environment for JPS.
- Satisfy the overall objectives of the attached Project Narrative Reduce utility consumption (usage and demand);
- Reduce maintenance costs (i.e. improving life of HVAC equipment; standardizing products);
- Reduce hours of operation (i.e. optimize HVAC controls);
- Improving the learning environment (i.e. comfort or air quality)
- Meets Michigan Energy Law Section 380.1274a Revised School Code and Guidelines
- Expedite the installation to maximize potential project incentives and produce a positive cash flow from energy savings as quickly as possible
- Target zero incidents for safe installation of energy conservation measure
- Provide complete documentation including
    - as-built documents including the location, quantity, manufacturer, part number of each item installed along with energy savings information
    - operation & maintenance (O&M) manuals M&V reports when possible
    - utility rebate or incentive documentation and submittals
    - energy savings calculations

4. Liquidated Damages

Time is of the essence in this contract. If the Contractor fails to complete the Work for each exhibit by its respective completion date, as specified in the agreed-upon project schedule and within the time specified in the final contract with Jackson Public Schools, the Contractor shall pay JPS Liquidated Damages. These damages are not considered a penalty and are calculated as follows:

Energy Conservation Measure	$/Day Liquidated Damages
POWER OPTIMIZATION	$17/seventeen
SMART WALK-IN COOLERS/FREEZERS	$9/nine
BIO ENZYMATIC CLEANING AND LAMINAR FLOW	$67/sixty-seven
BOILER OPTIMIZATION	$100/one-hundred
DATA MONITORING/MANAGEMENT	$9/nine
WATER CONSERVATION - VALVE	$6/six
WATER CONSERVATION - TERMINAL DEVICES	$39/thirty-nine
WATER LEAK DETECTION NETWORK	$20/twenty
JACKSON HIGH FOOTBALL STADIUM LIGHTING (WRGB)	$17/seventeen
JACKSON HIGH BASEBALL FIELD LIGHTING (White or WRGB)	$17/seventeen
PARKSIDE SOCCER FIELD	$17/seventeen

The Liquidated Damages will accrue for each calendar day beyond the scheduled completion date until the Work for that exhibit is completed and accepted by JPS.

JPS may extend the completion date for individual exhibits due to causes outlined in the General Conditions of the project Contract that genuinely delay the completion of the Work. In such cases, the Contractor is only liable for Liquidated Damages after the expiration of the extended period for the affected exhibit(s).

5. Compliance with the State of Michigan

a. **Environmental Protection**: In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.
b. **Background Checks:** The Contractor, at its expense, is to arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to JPS facilities, either through on site or remote access. The background check is to be conducted prior to initial access by the Contractor and annually thereafter. Before the JPS will permit Contractor access to JPS facilities, the Contractor is to provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee of the Contractor or an employee of a subcontractor of the Contractor has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or

breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, the Contractor is not to assign that employee to any JPS facilities, is to remove any access privileges already given to the employee, and is not to permit that employee remote access to JPS facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of the Contractor to comply with the terms of this paragraph may result in default of the Contractor under its contract with the JPS. The JPS specifically reserves the right to conduct or require background checks over and above that described herein.

c. **Compliance Agreement**: Vendors agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to all reporting and registration requirements. Vendors further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Michigan.

d. Michigan Prevailing Wage: Vendors agree that they will comply with the Michigan Prevailing Wage Act. https://www.michigan.gov/leo/bureaus-agencies/ber/wage-and-hour/prevailing-wage The Michigan Prevailing Wage Act requires every contractor and subcontractor in Michigan to pay the prevailing wage and benefit rates to employees working on the scope of work outlined in this RFP. The act also includes a requirement to post prevailing wages at the construction site and keep payroll records of wages and benefits paid to the respective employees for a minimum period of three years. The act applies to public school projects except those funded by millages that were put in place before the effective date of Feb. 13, 2024. Please review the wage act in full to ensure that the complete set of criteria is met pursuant to this RFP.

e. **Bond Requirement:** For any contract, exceeding $50,000.00, the successful bidder shall furnish a performance bond and payment bond in an amount equal to 25% of the contract price. These bonds shall guarantee the faithful performance of the contract and payment of all obligations arising therefrom. All bonds shall be issued by a surety licensed to conduct business in the State of Michigan and acceptable to Jackson Public Schools. The bonds must comply with the requirements of Michigan law, specifically Public Act 213 of 1963, as amended (MCL 129.201 et seq.), and any other applicable state regulations. The cost of the bonds shall be included separately in the bid price.

6. Scope of Work

Jackson Public Schools is looking to establish a One Time Purchase for energy conservation measures. This RFP includes multiple ECMs, and Vendors may choose to participate in one, many, or all measures in their response(s).

See link for folder containing Scope of Work for this RFP:

https://drive.google.com/drive/folders/1e5Vxhuz2CedzdreoGoS_aCgbRn7aGVTE?usp=sharing

Definitions: The terms listed below shall have the meanings assigned to them below.

a. "Energy Conservation Measure" ECM, means furnishing of energy products/services outlined in the scope of work for energy savings and shall not include the addition of new energy consumption to increase the size or coverage of area of the existing system unless otherwise written in the scope of work. Quantities, specification, and detailed product scope of work identified in each Exhibit.

b. "Energy Conservation Install, or Install" ECI, means installation of energy conservation measures in the scope of work and shall not include the addition of new energy consumption to increase the size or coverage of area of the existing system unless otherwise written in the scope of work. Quantities, and detailed labor scope of work identified within each Exhibit.

c. "Pricing Pages" means the schedule of prices, estimated quantity, and totals attached hereto within each Exhibit.

Performance Requirements: Vendor shall provide JPS with ECM on a one-time purchase as outlined in this RFP.

6.1 ECM Product:

Vendor shall provide ECM Product in accordance with manufacturer's recommendations and specifications, as well as industry best practices, at all facilities listed within the Exhibit attached hereto and incorporated herein by reference.

6.1.1 Vendor shall furnish parts as necessary to keep the ECM at each facility listed on Exhibit in proper working order.

6.1.2 Vendor shall furnish all equipment and additional parts necessary for the performance of the ECM Products. Equipment and tools will be provided at no further cost to the JPS.

6.1.3 Vendor shall be responsible for cleaning or replacement of any soiled or damaged areas should they become soiled or damaged by Vendor at no cost to the JPS. JPS will make final determination whether to clean or replace areas on a reasonable case-by-case basis.

6.1.4 Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the JPS. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.

6.1.5 Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.

6.1.6 Vendor shall not perform any ECM under this contract without prior approval from JPS.

6.1.7 Vendor shall furnish a warranty for all labor and product performed under this contract as outlined in each Exhibit.

6.2 ECM Install:

6.2.1 Vendor shall perform ECM install in accordance with a schedule mutually agreed upon by the Vendor and JPS. This shall be subject to a minimum of weekly progress discussions and/or updates from the vendor to manage accordingly. Vendor is responsible for maintaining the agreed upon schedule and meeting established project milestones and deadlines.

6.2.2 Vendor will be compensated for ECM Install activities through the agreed upon payout structure of future agreement for install milestones.

6.2.3 Vendor shall furnish all equipment and additional parts necessary for the performance of the ECM Install. Equipment and tools will be provided at no cost to the JPS.

6.2.4 Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the JPS. Such items may include, but are not limited to, electrical wire and cable, wire nuts, cleaning supplies, etc.

6.2.5 Vendor must provide parts necessary to perform ECM Install at no additional cost to JPS. Any cost for such parts must be included in the total ECM Install cost.

6.2.6 Vendor shall submit a proposed schedule of install within 10 working days of Vendor being awarded this contract for approval by JPS, at JPS's discretion.

6.2.7 Vendor shall dispose of all replaced equipment per EPA regulations. If contracted to a third party, contact information must be provided for company handling disposal for confirmation of completion. Disposal shall be provided at no cost to the JPS, and included in the total price of labor or under a separate line item labeled "Disposal."

6.2.8 Parts:

6.2.8.1 Vendor is responsible for procuring all necessary parts needed to perform ECM under this Contract within the required time frames established herein

6.2.8.2 Vendor shall maintain a supply or inventory of routinely used replacement parts for the ECM utilized by the JPS. All replacement parts shall be equal to or better than original manufacturer's parts. All parts used for replacement for normal wear or failed parts shall be new and obtained from authorized parts suppliers of the appropriate equipment manufacturer.

6.2.9 Install Warranty: The Vendor shall provide a copy of the Vendor's warranty on installation with the invoice. Install warranty must be a minimum duration as described in Exhibit.

6.3 Facilities Access: The facilities identified in this contract may require access cards and/or keys to gain entrance.

6.4 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

6.5 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

6.6 Vendor shall notify JPS immediately of any lost, stolen, or missing card or key.

6.7 Anyone performing under this Contract will be subject to JPS's security protocol and procedures.

6.8 Vendor shall inform all staff of JPS's security protocol and procedures.

6.9 Qualifications:

6.9.1 Experience: Vendor, or Vendor's employees that will be performing under this contract, must have successfully installed ECM of the type, character and magnitude currently being utilized by JPS on two or more occasions in the last five years. Vendor should provide information confirming its experience prior to contract award.

6.10 Certifications: Vendor shall ensure that the installation of ECM in this Contract is performed by an appropriately licensed individual. Required licenses may include, but are not limited to the following:

6.10.1 Electricians – MI Electricians License
6.10.2 Plumbers - MI Plumbing License
6.10.3 MI Contractor's License

6.11 Building Codes: At a minimum, the ECM shall comply with the current editions of all applicable following standards and codes in effect at the time of performance.

- National Electric Code (NEC)
- International Building Code (IBC)
- International Mechanical Code (IMC)
- Underwriters' Laboratories: (UL)
- ANSI/ASHRAE Standard
- NFPA (National Fire Protection Association)

6.12 Reports: Vendor shall provide all of the reports as outlined below.

6.12.1 ECM Log: Vendor shall maintain a log of all ECM performed under this Contract. The log must include the name of the individual performing the ECM, a description of the area where the work is performed, and the quantity of ECM installed. Vendor shall submit a copy of this log to JPS on a bi-weekly basis to provide the JPS with an update on the progression of the installation.

6.12.2 Energy Calculations: <u>Vendor shall be required to submit an estimated energy savings based on the energy data supplied in the corresponding Exhibit</u>. This will be a major part of the evaluation of the vendor value during selection. See link for folder containing detailed energy data:

https://drive.google.com/drive/folders/1NufPoehG-ENv9qhtKgKBtwFxBGqm8Ze_?usp=sharing

Example Energy Calculations Table

JPS High School

Reduction in Electricity			Rates		Calculated Savings
124,568	(kWh) Average	X	$0.130	=	$9,056.09
			OR		
124,568	(kWh)	X	$0.0523	=	$6,514.91
45	(kW)	X	$3.99 Monthly	=	$1,675.80
6	(KVAR)	X	$0.18 Monthly	=	$12.96
			Total Savings	=	$8,682.47

6.13 Travel: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Such costs will not be paid by the JPS.

6.14 Pricing Pages: Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information is listed in each Exhibit, for example: A monthly cost, an hourly labor rate, a parts multiplier, a total yearly cost, the total labor cost, the total parts cost, and the total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent an amount that will be utilized for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. Notwithstanding the foregoing, JPS may correct errors at its discretion.

An example of a properly completed Pricing Page is shown on next page for reference purposes only:

Pricing Page

Annual Charge		Years		Total Cost
$1,450	x	5	=	$7,250

Monthly Charge		12-Months		Total Yearly Cost
$189	x	12	=	$2,268

Hourly Labor Rate		Estimated Hours		Total Labor Cost
$75	x	85	=	$6,375

Estimated Parts Cost		Multiplier		Total Parts Cost
$10,000	x	1.20	=	$12,000

		Total Cost	=	$27,893

Non-Energy Related Savings

Description:

Annual Operational Savings		Estimated Lifespan		Total Operational Savings
$580	x	12.8	=	$7,424

Annual Cost Avoidance		Estimated Lifespan		Total Cost Avoidance
$100	x	12.8	=	$1,280

6.15 Ordering:

6.15.1 Corrective Ordering: The JPS shall define the scope of each ECM corrective project to be performed under this Contract and submit it to Vendor for a cost quote prior to Vendor's commencement of any work. The cost quote must detail the intended scope of work required to complete the project and contain an itemized listing of time and parts that will be required. If the Vendor's quote is satisfactory to the JPS, then JPS will issue a release order allowing Vendor to commence work. This release order shall have a unique number, reference the master contract number, and detail the scope of work for the project in question. Issuance of the release order to the Contractor shall be considered authorization to begin work. If the JPS determines that the cost quote is not satisfactory, then JPS and Vendor shall work to obtain a satisfactory cost quote by modifying the project, requesting different parts, performing labor with state employees, or other methods that JPS and Vendor deem appropriate.

6.16 Vendor is not permitted to perform any work other than that specified either on the scope of work in the Exhibit that has been awarded a contract, or on the release order issued under section 6.15.1 of this Contract.

6.17 EXHIBITS:

The detailed breakdown of each specific ECM has been organized into a corresponding Exhibit. See specific Scope of Work outlined in each Exhibit Listed in the table below and located at the end of this document. ***Vendors are welcome to respond to one or more Exhibits.***

EXHIBIT	MEASURE
A.	POWER OPTIMIZATION
B.	SMART WALK-IN COOLERS/FREEZERS
C.	BIO ENZYMATIC CLEANING AND LAMINAR FLOW
D.	BOILER OPTIMIZATION
E.	DATA MONITORING/MANAGEMENT
F.	WATER CONSERVATION - VALVE
G.	WATER CONSERVATION - TERMINAL DEVICES
H.	WATER LEAK DETECTION NETWORK
I.	JACKSON HIGH RGBW STADIUM LIGHTING FOOTBALL AND BASEBALL
J.	PARKSIDE SOCCER FIELD LED LIGHTING SYSTEM

7. Installation Schedules

Provide a projected installation schedule based on a Notice to Proceed per the intended date of award outlined above in the RFP schedule of events. Once awarded, the winning bidder shall prepare a final installation schedule for review and inclusion in the contract. Bidders are to understand that this is a district campus and some areas may only be accessible after normal working hours, such as fully scheduled classrooms. Bidders shall account for a certain percentage of work to be outside of normal working hours and clearly identify the terms in the bid and any

provisions for additional cost, if any due to schedule. Demonstrate how your company controls installation schedule of both material and manpower. Describe how your company's manpower can be increased to comply with any and all expedited installation schedules; as well as decline for unexpected delays

8. ECM Unit Costs

ECM unit cost sheets must be completed in addition to the scope of work pricing pages spreadsheet included herein and returned as an excel file (.xls) with your Proposal. Please add these unit costs in a corresponding excel document that lists the product, product description, wattage, quantity, price per unit, and total price **exactly as shown below**. Specification sheets are required for all products.

Include disposal costs, storage costs, M&V and any other expenses as totals within your document. (Disposal, storage, and M&V items may be done per line item, or as one total number for the ECM.)

EXAMPLE: *Please build your excel document to be exactly the same heading and order as below*

ECM Products Worksheet					
Product	Product Description	Wattage	Quantity	Price Per Unit	Total Price
LED Fixture	2 ft linear troffer	30	200	$ 70.00	$ 14,000.00
LED Lamp	BR30- Flood	9.5	100	$ 6.00	$ 600.00
Disposal			1		$ 1,500.00
Storage			1		$ 900.00
M&V			1		$ 300.00

TOTAL	$ 17,300.00

Please note the quantities listed on the unit costs spreadsheet are for proposal and final contract purposes. Additional scope items may or may not be found during construction. All proposed unit costs will be required through the duration of the project for the selected vendor.

9. Evaluation Criteria

JPS will carefully evaluate the compliance of all vendor proposals with the guidelines described above. JPS may accept any proposal in whole or in part according to the following criteria and points value (out of a possible **100 points**)

Qualifications

a. Materials (including warranty) 30%
b. Company Background, Experience & Team 10%
c. Installation Schedule Control 10%

Value

a. Reasonableness of cost and energy savings value 50%

10. Proposal Format

In Part II, JPS presents the specific requirements for these services. We ask that you organize your proposal in the same format restating each point or question beginning with "Vendor Information" following with your response. This will help us to compare vendor proposals fairly and quickly. Provide detailed responses where applicable. Proposals should briefly and clearly indicate the manner in which (or the extent to which) you are able to meet the requirements posed by this RFP. Please supply 1 electronic copy of your proposal via the email address outlined in Part IV, Format. Proposals that cannot meet a specific requirement must explain how the proposed system will be able to meet the needs of this institution that are implied in the stated requirement.

PART II

Vendor Bid Requirements

1. Contractors interested in doing business with JPS through this RFP must develop and submit a proposal along with all required documentation electronically as outlined in this RFP. GCA will evaluate the proposal and supporting documentation to determine whether the supplier meets the minimum eligibility requirements. Suppliers must complete and submit the documentation specified below for their proposal bid to be considered complete and responsive.

2. In submitting a proposal, an interested contractor must provide/upload/email the following documentation/requirements (in pdf or .doc format) at the "Additional Required Documentation" Step. These requirements are addressed in greater detail in Contract Clause "Minimum Eligibility Requirements" below. Failure to meet these requirements may result in the contractor's proposal being rejected.

A. Contractor must submit/upload a separate "Company Overview" document, no more than 3 pages long in either .doc or pdf format.

B. Contractor must submit/upload "References" either below in vendor response, or in a separate document no more than 2 pages long in either .doc or pdf format.

Vendor Information

Describe your company. In this description, we ask that you address the following:

Please answer the RFP on the basis of demonstrating your capabilities. Please avoid open ended responses. Be specific and concise in your answers. Type your answers in the column under "Vendor Response". The table will automatically expand. By typing your response here, it is easier for the Team to grade your responses and ask questions.

Question	Vendor Response
State the name of your company along with the address, telephone number and contact person for the proposal submission.	
Has your company had any name and/or ownership changes; accreditations, awards; headquarters location and geographical coverage?	
Is your company in any stage of bankruptcy, including initial filing?	
What organizations regarding energy sustainability do you belong or support?	
What ways does your company support service for projects after they are installed?	
How does your company verify energy savings? What experience and abilities can you demonstrate to show validity of your energy calculations?	
Provide copies of business licenses, professional certifications or other credentials, together with evidence that the bidder, if a corporation, is in good standing and qualified to conduct business in Michigan.	
How long has your company been performing these services?	
Since July 1, 2006 has your company been a defendant in any lawsuits? If yes, provide a summary of any litigation, arbitration and regulatory proceedings,	

pending, adjudicated or settled that your firm has been subject to involving services your firm provided as an insurance broker. Please describe each regulatory proceeding in detail and any litigation or arbitration proceeding resulting in judgments, settlements or damage claims (for those matters not yet resolved) in excess of $25,000.	
Client References – Provide a minimum of three (3) References of ECM and/or installation work performed in the past five years. Include project name, location, customer type, dollar amount of project, brief description of scope of work, size and type of buildings, name and contact information for customer, and date of completion.	

Small Diverse Business Program Applicants

JPS seeks to partner with Diversity-Owned Business Program applicants. We encourage participation from businesses owned by individuals from historically underrepresented groups, including but not limited to:

- Women-owned businesses
- Veteran-owned businesses
- Minority-owned businesses
- Disability-owned businesses
- Small disadvantaged businesses

Please indicate how your company meets or will meet these diversity ownership requirements. Attach any relevant certifications or documentation, such as:

- Federal, state, or local diversity certification
- Third-party diversity certification
- Proof of ownership and control by qualifying individuals

JPS values diversity in our partnerships and is committed to promoting equal opportunities for all businesses.

Vendor Response:

JPS Vendor Requirements

Please indicate how your company meets or will meet the requirements for the Michigan Prevailing Wage Act, as outlined in the compliance section under background.

Vendor Response:

Capability Assessment

a. Staffing & Personnel

JPS has taken major steps to strengthen its operations and finance capabilities, it is germane that we partner with a partner that can keep to rigid timelines, is reflective of our excellence, and delivers quality products and services. Please answer the following Human resources related questions:

Type your answers in the column under "Vendor Response". The table will automatically expand. By typing your response here, it is easier for the Team to grade your responses and ask questions.

Questions	Vendor Response
Identify the account team structure your firm would use on the School's account. List the names and locations of the proposed account service team and describe each member's service role.	
Detail the measures your company uses to ensure safety and quality standards are met.	

Installers are expected to have all requisite training, certification and insurance to safely perform the installations. Can you assure us that you will perform this training as needed?	
Demonstrate your ability to provide a qualified labor force your company will use during the installation of the project and whether the installers are full time employees of your company, temporary labor brought onto your payroll, or subcontracted labor.	
Demonstrate how your company controls the installation schedule of both material and manpower. What background does your staff have in calculating energy savings accurately?	
What are your plans to maintain staff continuity at JPS?	
Describe how your company's manpower can be increased to comply with any and all expedited installation schedules; as well as decline for unexpected delays.	

PART III

Costs and Pricing Reflective of a School

A primary goal of this RFP is to ensure that JPS is receiving the best overall value, care and pricing for the items requested in this RFP. Please take a moment to make sure your pricing reflects your willingness to support JPS. In return, JPS wants to show our support for you as a business supporting our school in saving energy and supporting sustainability vendors, thank you.

PART IV

The following rules shall govern the response, evaluation, and award process:

RESPONSE RULES AND EVALUATION

1. Issuance of this Request for Proposal in no way constitutes a commitment by JPS to award contracts to any Respondent or to pay any costs incurred by Respondents in preparing a response or otherwise in relation to this Request. The only amounts that will be paid will be those agreed to in contracts awarded to the chosen partner.
2. JPS may reject any or all responses and retain the absolute right to select a response on any terms and for any reasons it deems fit.
3. The responses and accompanying documentation submitted by Respondents become the property of JPS and will not be returned.
4. The JPS reserves the right to invite some or all respondents to participate in oral presentations.
5. Bids received by JPS will be sealed until the bid response date and the bid response cycle has closed.

EVALUATION

1. JPS will screen each response to ensure compliance with the information requested and reserves the right to reject any response which does not comply. Award of this RFP shall be made to the company who, in the sole opinion of JPS, would best satisfy the needs of JPS.
2. JPS proposes to evaluate each submission. Such evaluation will be confidential.
3. JPS reserves the right to seek response clarification with respondents to assist in making its evaluation.

ACCEPTING & REJECTING RESPONSES

This RFP should not be construed as a contract to purchase goods or services. JPS is not bound to accept the lowest priced or any proposal from those submitted. JPS is not under any obligation to award a contract, and reserves the right to terminate the RFP process at any time with all or any of the responding Respondents. JPS reserves the exclusive right, at its sole discretion, to

1. Accept the proposal which it deems to be most advantageous to JPS and to waive any deviations in the proposal;
2. Reject all proposals and to invite new proposals for the goods/services required;
3. Increase, decrease, delete, or vary any portion of the work;
4. Reject proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view:
5. Reject proposals where there are significant omissions of required Information as they relate to desirable requirements;
6. Reject proposals which have conditions attached, which are not authorized by the RFP;
7. Reject proposals when failure to provide satisfactory references or to meet servicing requirements;
8. JPS will have 90 days from the close of the Bid to accept or reject the Bid
9. JPS will select the lowest responsible bidder following the outcome of the evaluation process

No act of JPS other than a notice in writing signed by the designated JPS contact shall constitute an acceptance of a response. The successful Respondent may be required by JPS to execute formal documents prepared by JPS consistent with this Request and the successful response, but the absence of formal documents shall not affect the binding nature of the contract arising through acceptance of a response.

FORMAT

All responses must be submitted in the following fashion:

- Email a zip folder or attach all files with your RFP and for Each Exhibit Responding
- One RFP Answered with Questions answered within the RFP.
- One digital copy of each file submitted to the email address below. Documents may be in native Microsoft Word format or in a text- searchable PDF, or Excel.
- Two hard copies must be submitted to JPS by the deadline indicated to the following mailing address:

  Attn:Marcus Leon,
  Jackson Public Schools
  522 Wildwood Ave, Jackson, MI 49201

- A digital copy must also be submitted to Guaranteed Community Advisors and Jackson Public Schools by the deadline indicated to the following email address:

Guaranteed Community Advisors
Attn: Colin Bittner – JPS RFP
E: cbittner@gcommunityadvisors.com

Jackson Public Schools
Attn: Marcus Leon
E: marcus.leon@jpsk12.org

RESPONSE CHECKLIST

Please review and make sure that you have included each of the following items for a complete response to this RFP.

- Part II Company Overview (.doc or.pdf)
- Part II References (*Answer Response in RFP Boxes or* .doc or.pdf)
- Part II Vendor Information Questions: *Answer Response in RFP Boxes*
- Small Diverse Business Program: *Answer Response in RFP Boxes*
- Capabilities Assessment Questions: *Answer Response in RFP Boxes*
- Scope of Work Exhibit: Energy Calculations (.doc or.pdf)
- Scope of Work Exhibit: Pricing Pages and Operation/Cost-Avoidance Savings (.doc or.pdf)
- Scope of Work Exhibit: ECM Unit Costs Worksheet (Excel or .xls file)
- Specification sheets for products
- Signed Attachment A: Certification Form Signed
- Email all files attached to cbittner@gcommunityadvisors.com

NEGOTIATIONS

JPS reserves the right to negotiate with any or no Respondent(s) submitting an RFP Response. The negotiation process shall be determined by JPS and disclosed to short-list Respondents. All materials returned with proposals shall become part of any contract, which results from this proposal.

DEFAULT

1.1 The following shall be considered a default under this Contract.

1.1.1 Failure to perform ECM in accordance with the requirements contained in herein.

1.1.2 Failure to comply with other specifications and requirements contained herein.

1.1.3 Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract or ECM generally.

1.1.4 Failure to remedy deficient performance upon request.

1.2 The following remedies shall be available upon default.

1.2.1 Cancellation of the Contract.
1.2.2 Cancellation of one or more release orders issued under this Contract.
1.2.3 Any other remedies available in law or equity.

1.3 JPS reserves the right to inspect the ECM to ensure that Vendor's performance is in compliance with this Contract. If JPS determines that Vendor has failed to perform in accordance with this Contract, JPS may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

FURTHER INFORMATION

It is the Respondent's responsibility to clarify interpretation of any terms in the request prior to submitting the response by contacting:

James McGinnis
Guaranteed Community Advisors
Email: jamesm@gcommunityadvisors.com

Submit all questions regarding this RFP in writing to jamesm@gcommunityadvisors.com with the project number included in the subject line (no phone calls please). Final questions are due on Thur Jan 16th, 2025 at 3:00pm EDT. Questions will be answered in a combined document once every three (3) business days and last responses will be sent by Tue Jan 21st, 2025. The name of the party submitting a question will not be included on the Q&A document.

JPS reserves the exclusive right to withhold information that, in its sole discretion, may confer an undue advantage or disadvantage to any proposal. Additionally, JPS reserves the right to disclose information, at its sole discretion, to ensure clarity and accuracy for all proponents.

RIGHT TO KNOW

The Jackson Public Schools is a public school district according to the Michigan Public School Code, as amended. As a public school district, the District is subject to and required to comply with the Michigan Right to Know Law. As such, all or portions of proposals submitted in response to this request for proposal documents may be disclosed to the public after a contract is awarded or after the opening and rejection of all proposals. Therefore, in submitting your proposal, please identify any portion of your proposal for which your position constitutes or reveals a trade secret or confidential proprietary information that is not subject to public disclosure under the Right to Know Law. As required by the Right to Know Law, you will be notified if the District receives a request for access and/or copies of the proposal documents.

QUESTIONS

Questions from vendors may be asked in writing via email only.

CLAIMS

No party shall be entitled to raise any claim or suit of action on the basis of the contents of this RFP document

NEWS RELEASES

News releases retaining the award of a contract may not be made without the prior written approval of JPS.

ATTACHMENT A

Certification Form

Proposal to Provide Services to
JPS

I, the_____(Title) of_____(Firm), affirm that I have the authority to contractually bind (Firm). I also affirm that:

1. **(Firm) will act in accordance with all applicable federal and state laws.**
2. **(Firm) warrants that all information and statements in the proposal submitted in response to this RFP are complete and true. Any statement or claim found to be incomplete, misleading, or false will be grounds for immediate disqualification or dismissal and may be subject to legal action.**
3. **(Firm) will be responsible for any error or omission on its part.**
4. **(Firm) is prohibited from assigning any interest in this contract to any other party, were it to be granted to (Firm), without the written consent of JPS**

_____

Name of person signing this letter (print or type)

_____

Authorized signature of person signing this letter

_____

Address

_____

Telephone(s)

_____

E-mail

EXHIBITS

EXHIBIT A

Power Optimization

Narrative:

JPS is looking to improve their existing electrical system. Improvements are to be made by adding a surge protection system to cover the existing, as well as new measures that are part of this holistic RFP. As part of this scope, we are also addressing any measures that improve the stability, or manage demand of the electrical system using capacitors or power banks.

Requirements and Specifications:

- Improves power factor and optimizes voltage
- Reduces peak demand charges
- Surge protection must be either ETL-tested or UL-rated
- 1-year warranty minimum on product
- 1-year warranty minimum of labor on defects and workmanship
- Attach Product Spec Sheets for all items
- Surge Protection must carry a minimum of a $2,000,000 liability insurance policy
- Complete ECM Unit Costs Products Worksheet

See link for folder containing Electrical Panel and HVAC Equipment Schedules for this Scope of Work.

https://drive.google.com/drive/folders/1BaJnaBfY7Uy6RgSTNat5WyX2-5CIeKqx?usp=sharing

Energy Savings Calculations

Please populate the relevant Energy Calculations Table pertaining to this exhibit, per the following document:

https://docs.google.com/document/d/1epQITQD4QCge4rJn0UZy3ny7U3gTZgmo/edit?usp=drive_link&ouid=104005471356142512242&rtpof=true&sd=true

Pricing Page

Annual Charge		Years		Total Cost
	x		=	

Monthly Charge		12-Months		Total Yearly Cost
	x	12	=	

Hourly Labor Rate		Estimated Hours		Total Labor Cost
	x		=	

Estimated Parts Cost		Multiplier		Total Parts Cost
	x		=	

Total Cost	=	

Non-Energy Related Savings

Description:

Annual Operational Savings		Estimated Lifespan		Total Operational Savings
	x		=	

Annual Cost Avoidance		Estimated Lifespan		Total Cost Avoidance
	x		=	

EXHIBIT B

Smart Walk-In Coolers/Freezers

Narrative:

Several walk in coolers and freezers serve the various kitchens throughout the district. Currently, a number of inefficiencies in these energy intense systems can be addressed and provide one of the fastest returns on investment available. These energy conservation measures include thermal inertia response for evaporators, digital temperature logs, alarms for temperatures and doors, carbon evaporator blades and ECM motor retrofits where applicable. The intent is to significantly reduce energy electrical energy spend, increase component life, reduce kitchen staff paper log requirements, and protect from food spoilage.

Requirements and Specifications:

- Swift sensor package or approved equivalent for digital monitoring systems and alarms.
- CUES food grade media, thermal inertia, food temperature sensors only. To be fitted over evap temp sensors. No approved equal.
- ECM motor retrofits must meet IP65, IP66 and IP67 rating requirements and be UL listed with at least a 2 year warranty on parts and labor.
- Eiko, low temp and moisture rated LED retrofit kit or approved equal.
- 2-year warranty minimum of labor on defects and workmanship
- Attach Product Spec Sheets for all items

Scope of Work:

- Convert all walk-ins to fully digital reporting systems.
- Install new, digital router, door sensor and temperature sensors.
- Install food simulation temperature response technology.
- Install approved ECM motors for all compatible evaporator fans.
- Install carbon fiber evaporator fan blade kits.
- Replace door seals and gaskets where necessary.
- Configure alarms and organize alarm routing (SMS/email/BAS/panel per owner preference).
- Owner training on alarms, config and utilization of digital data and temperature logs.

See link for folder containing detailed information of the Walk-In Cooler & Freezer equipment photos and nameplates included in this Scope of Work.

https://drive.google.com/drive/folders/1BaCukgPi3vxwKYueBUymJPSczCeewcVe?usp=sharing

Energy Savings Calculations

Please populate the relevant Energy Calculations Table pertaining to this exhibit, per the following document:

https://docs.google.com/document/d/1epQITQD4QCge4rJn0UZy3ny7U3gTZgmo/edit?usp=drive_link&ouid=104005471356142512242&rtpof=true&sd=true

Pricing Page

Annual Charge		Years		Total Cost
	x		=	

Monthly Charge		12-Months		Total Yearly Cost
	x	12	=	

Hourly Labor Rate		Estimated Hours		Total Labor Cost
	x		=	

Estimated Parts Cost		Multiplier		Total Parts Cost
	x		=	

Total Cost	=	

Non-Energy Related Savings

Description:

Annual Operational Savings		Estimated Lifespan		Total Operational Savings
	x		=	

Annual Cost Avoidance		Estimated Lifespan		Total Cost Avoidance
	x		=	

EXHIBIT C

Bio-Enzymatic Cleaner and Laminar Flow

Narrative:

Jackson Public School's HVAC system faces two significant challenges that impact its efficiency and performance: accumulation of dirt and biofilm in the evaporator coils, and oil fouling in the cooler/freezer systems. Addressing these issues through bio-enzymatic cleaning and laminar flow improvements will result in increased comfort, prolonged service life, improved indoor air quality, and reduced energy utilization.

1. Bio Enzymatic Cleaning: The current method of vacuuming evaporator coils annually is insufficient for the thick transverse coils in the AHUs. These coils, up to 8 inches thick, accumulate dirt in their center, reducing airflow and affecting the temperature differential across the coil. A patented enzyme treatment is recommended to perform deep cleaning of the heat exchanger coils, particularly for larger units where efficiency impact is significant.
2. Laminar Flow Improvements: Cooler/freezer systems suffer from inefficiencies due to oil fouling and accumulation on internal surfaces of heat exchangers. Implementing molecular laminar flow improvements using advanced nanotechnology will address these issues, extending compressor life and improving heat exchange efficiency.

Requirements and Specifications:

- Comprehensive HVAC system diagnostic review
- Certified technicians for both bio-enzymatic cleaning and laminar flow improvements
- 1-year warranty minimum on products
- 1-year warranty minimum on labor for defects and workmanship
- Attach Product Spec Sheets for all items

Scope of Work:

Bio Enzymatic Cleaning:

- Treat all HVAC and refrigeration condenser and evaporator coils with patented enzyme solution
- Perform deep cleaning of heat exchanger coils
- Ensure complete removal of dirt, grime, and biofilm deposits within coils
- Verify improved airflow and heat transfer post-cleaning
- Conduct coil disinfection to combat bacteria, biofilm, mold, viruses, and fungi
- Restore coil efficiency and performance
- Document extended coil life expectations

Laminar Flow Improvements:

- Introduce molecular laminar flow improvements to cooler/freezer systems
- Apply multi-patented molecular nanotechnology in liquid form
- Address thermal degradation from oil film buildup
- Improve lubricity on internal compressor parts

- Optimize run and cycle times
- Document increased cooling efficiency
- Verify extended compressor life expectations

This scope of work aims to significantly improve the HVAC system's efficiency, performance, and longevity while enhancing indoor air quality at Jackson Public School.

See link for folder containing HVAC Equipment Schedules and additional detailed information of equipment included in this Scope of Work.

https://drive.google.com/drive/folders/1BTk8y-lK4RMg_qH07cAk9R7nsUxk3lgW?usp=sharing

Energy Savings Calculations

Please populate the relevant Energy Calculations Table pertaining to this exhibit, per the following document:

https://docs.google.com/document/d/1epQITQD4QCge4rJn0UZy3ny7U3gTZgmo/edit?usp=drive_link&ouid=104005471356142512242&rtpof=true&sd=true

Pricing Page

Annual Charge		Years		Total Cost
	x		=	

Monthly Charge		12-Months		Total Yearly Cost
	x	12	=	

Hourly Labor Rate		Estimated Hours		Total Labor Cost
	x		=	

Estimated Parts Cost		Multiplier		Total Parts Cost
	x		=	

Total Cost	=	

Non-Energy Related Savings

Description:

Annual Operational Savings		Estimated Lifespan		Total Operational Savings
	x		=	

Annual Cost Avoidance		Estimated Lifespan		Total Cost Avoidance
	x		=	

EXHIBIT D

Boiler Optimization

Narrative:

A large quantity of boilers of various brands and age exist throughout the district. These primarily provide hydronic hot water to the various HVAC core and terminal systems to include air handlers, baseboard heaters, vestibule heaters, unit ventilators, etc. They are natural gas fired and range in efficiency percentage. Unit controls are installed on each system but a number of them require upgrade and replacement. A number of optimization strategies are to be employed to return design efficiency and improve upon design efficiency. The intent is to optimize and reduce natural gas utilization, improve comfort, reduce run times and increase service life of boilers and associated equipment.

Requirements and Specifications:

- Custom application of ECMs (Energy Conservation Measures) per boiler over 500,000 BTUh.
- Various manufacturers are acceptable but must be approved.
- Any controls or programming strategies must be compatible with new BAS installation and must be BACnet capable and equipped.

- 1-year warranty minimum on product
- 1-year warranty minimum of labor on defects and workmanship
- Attach Product Spec Sheets for all items

Scope of Work:

- Implement an outside air reset program for all HVAC boilers with controls with overridable points. Outside air reference shall be a global point with NWS weather station backup and reference (KJXN).
- Install Heatmizer or approved equivalent economizers on applicable boilers.
- Implement combustion analysis and optimization to achieve stoichiometric balance point for HVAC boilers (defined to be 8% excess O2 across the firing range of the boiler).
- Implement stack temperature analysis and trending data.
- Implement burner modulation and continuous low-level burn program to reduce purge cycles on boilers with higher turn down ratios.
- Insulate valves not currently insulated and remediate insulation where needed.
- Install air pre-heaters in largest boilers (over 2,500,000 BTUh)
- Implement and install a condensate return loop to boilers

See link for folder containing additional detailed information of equipment included in this Scope of Work.

https://drive.google.com/drive/folders/1DekN7Iu8RCJKCKGC82bbhKCFfvfUtzJr?usp=sharing

Energy Savings Calculations

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Pricing Page

Annual Charge		Years		Total Cost
	x		=	

Monthly Charge		12-Months		Total Yearly Cost
	x	12	=	

Hourly Labor Rate		Estimated Hours		Total Labor Cost
	x		=	

Estimated Parts Cost		Multiplier		Total Parts Cost
	x		=	

Total Cost	=	

Non-Energy Related Savings

Description:

Annual Operational Savings		Estimated Lifespan		Total Operational Savings
	x		=	

Annual Cost Avoidance		Estimated Lifespan		Total Cost Avoidance
	x		=	

EXHIBIT E

Data Monitoring (M&V)

Narrative:

JPS seeks to implement a comprehensive measurement and verification system for electrical consumption in key electrical components, panels, and switchgear throughout the district. This system will provide feedback on overall ECM implementation and validate utility bill data accuracy. The primary goal is to have a robust, accessible system that doesn't rely on proprietary software or ongoing licensing fees.

Requirements and Specifications:

- Metering System:
    - Equivalent to or surpassing E-Gauge capabilities
    - Web-browsable interface accessible without additional software, fees, or licenses
    - Ability to communicate via BACnet IP, Ethernet/IP, Modbus, or other standard communication protocols
    - No ongoing software licenses or fees required (preferred solution)
    - If software fees or licenses are part of the cost, specify and include duration of access without additional charges
- Metering Coverage:
    - Target specific panels and systems affected by ECM implementation
    - Include main, incoming electrical metering
- Compliance and Standards:
    - Setup must comply with local utility rebate program directives
    - Adherence to relevant electrical codes and standards
- Hardware Specifications:
    - Minimum 3-year warranty on products
    - Minimum 1-year warranty on labor for defects and workmanship
- Documentation:
    - Provide product specification sheets for all items
    - Complete ECM Unit Costs Products Worksheet
- Data Accessibility and Usability:
    - Provide usable, readable, and understandable data to school district key leaders
    - Ensure data can be exported in standard formats for analysis

Scope of Work:

- System Installation:
    - Install CTs, meters, and network devices necessary for comprehensive metering implementation
    - Ensure proper integration with existing electrical infrastructure
- Safety and Compliance:

    - Follow lockout/tagout procedures in accordance with local electrical codes and school district facility leadership requirements
    - Maintain clear communication with facility management throughout the installation process
- System Configuration:
    - Set up software, dashboards, and reporting tools to provide actionable insights
    - Ensure system can operate independently of proprietary software platforms
- Testing and Commissioning:
    - Conduct thorough testing of all installed components
    - Verify accurate data collection and reporting across all metered points
- Training and Documentation:
    - Provide comprehensive owner training upon completion
    - Deliver detailed documentation on system operation, maintenance, and troubleshooting
- Ongoing Support:
    - Outline available support options post-installation
    - Provide clear information on any potential future costs or subscriptions, if applicable

See link for folder containing detailed information of the Electrical Schedule for the facility(s) included in this Scope of Work.

https://drive.google.com/drive/folders/1DWGnW_SybYJSoC0Dpcw6D9A2bv_mnQq0?usp=drive_link

Energy Savings Calculations

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Pricing Page

Annual Charge		Years		Total Cost
	x		=	

Monthly Charge		12-Months		Total Yearly Cost
	x	12	=	

Hourly Labor Rate		Estimated Hours		Total Labor Cost
	x		=	

Estimated Parts Cost		Multiplier		Total Parts Cost
	x		=	

		Total Cost	=	

Non-Energy Related Savings

Description:

Annual Operational Savings		Estimated Lifespan		Total Operational Savings
	x		=	

Annual Cost Avoidance		Estimated Lifespan		Total Cost Avoidance
	x		=	

EXHIBIT F

Water Conservation Valve

Narrative:

Jackson High School and Parkside Middle School utilize enough water consumption to justify a water compression smart valve on the main, incoming water main. This technology significantly reduces cavitation, turbulence, and entrainment of gaseous air bubbles across the meter reading device, reducing the speed at which the meter spins. Subsequent savings are most noticeable in facilities with the highest flush and fill events such as these two schools. The valve technology features a 10 year warranty and is maintenance free.

Requirements and Specifications:

- Smart valve V3 is the only approved device. Consult published manufacturer IOM for installation details.
- Installation shall be in accordance with codes and shall not affect backflow devices.
- All surrounding shut off valves shall be tested and evaluated prior to installation.
- Mechanical fittings/pro-press (not adhesives or glues) are the only permitted installation method.
- Installation of a permanent pressure gauge downstream from valve
- Must be NSF 61 and 372 Certified.
- 10-year warranty minimum on product
- 1-year warranty minimum of labor on defects and workmanship
- Attach Product Spec Sheets for all Items
- Complete ECM Unit Costs Products Worksheet

Scope of Work:

- Evaluate shut off valves and surrounding pipe for condition and functionality.
- Install a smart valve just after the incoming meter on the water main.
- Evaluate boost pump settings and PSI (if applicable).
- Conduct calibration of valve body response and compression rate.

Installation and calibration of adjustable valves that will be installed downstream to the water meter and backflow preventer (if present), but before pressure reducer or booster pump.

See link for folder containing water main file and other information regarding this Scope of Work.

https://drive.google.com/drive/folders/1D_tbGqQY1nXEqOalC_-lwJgYa0v0kXeX?usp=drive_link

Energy Savings Calculations

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Pricing Page

Annual Charge		Years		Total Cost
	x		=	

Monthly Charge		12-Months		Total Yearly Cost
	x	12	=	

Hourly Labor Rate		Estimated Hours		Total Labor Cost
	x		=	

Estimated Parts Cost		Multiplier		Total Parts Cost
	x		=	

Total Cost	=	

Non-Energy Related Savings

Description:

Annual Operational Savings		Estimated Lifespan		Total Operational Savings
	x		=	

Annual Cost Avoidance		Estimated Lifespan		Total Cost Avoidance
	x		=	

EXHIBIT G

Water Conservation Terminal Devices

Narrative:

Most of the schools have inefficient, legacy terminal water systems to include kitchen prep sinks, bathroom sinks, toilets, faucets, flush valves, etc. that could be significantly improved upon and represent major water savings opportunities. The intent is to allow for flush and fill events to be efficient, reliable but also effective at reducing water consumption.

There are a number of ice machines that utilize standard processes for making ice. This process can be significantly improved upon with the installation of a simple water-side economizer fitted to each ice machine. By introducing and recycling captured evaporator water, the temperature of the usable water is reduced by approximately 20 degrees. This represents a far lower energy requirement for the ice machine compressors to make ice.

Requirements and Specifications:

- Pedal valve is only approved system for applicable devices per schedule.
- Sloan products or approved equal on all other terminal devices.
- Must be in line, tank affixed ice machine economizers
- Must be NSF 61 and 372 Certified
- 1-year warranty minimum on product
- 1-year warranty minimum of labor on defects and workmanship
- Attach Product Spec Sheets for all Items
- Complete ECM Unit Costs Products Worksheet

Scope of Work:

- A detailed device schedule is published below.
- Per schedule of materials and engineering, install and commission various terminal water systems.
- Perform leak check and flow check on all installed systems.
- Install ice machine economizers.

See link for folder containing detailed information of equipment included in this Scope of Work.

https://drive.google.com/drive/folders/1DSKqGCq25H7KpYrMpndKk_yv7Mb92LSB?usp=drive_link

Energy Savings Calculations

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Pricing Page

Annual Charge		Years		Total Cost
	x		=	

Monthly Charge		12-Months		Total Yearly Cost
	x	12	=	

Hourly Labor Rate		Estimated Hours		Total Labor Cost
	x		=	

Estimated Parts Cost		Multiplier		Total Parts Cost
	x		=	

Total Cost	=	

Non-Energy Related Savings

Description:

Annual Operational Savings		Estimated Lifespan		Total Operational Savings
	x		=	

Annual Cost Avoidance		Estimated Lifespan		Total Cost Avoidance
	x		=	

EXHIBIT H

Leak Detection

Narrative:

Selective areas where hydronic cooling and heating are sourced will be monitored via a 24/7, networked leak detection system. Areas include hot water heaters, boiler rooms, pipe riser rooms, chilled water manifolds, etc. The system is designed to immediately notify staff and facility leadership of water leaks, particularly during extreme weather events.

Requirements and Specifications:

- Alert Labs or approved equal.
- The system shall consist of a gateway, peripheral devices and sensors with wireless connectivity.
- The system shall have a user interface that is app/mobile based/capable and alarms shall be routed via SMS and email.
- System alarms shall include leak detection, gateway connectivity alarms, low battery alarm for peripheral devices, loss of communication alarms, and signal fidelity alarms.
- 1-year warranty minimum on product
- 1-year warranty minimum of labor on defects and workmanship
- Attach Product Spec Sheets for all Items
- Complete ECM Unit Costs Products Worksheet

Scope of Work:

- Install networked leak detection system throughout district in key areas identified during audit.
- Configure network and gateway for communication and reporting.
- Configure user alarms, log-ins and SMS/email credentials.
- Software setup, config and authentication.
- Owner training.

See link for folder containing detailed information of equipment included in this Scope of Work.

https://drive.google.com/drive/folders/1DIpK3ZOijYUi0hdNDrfXdT1_lNEz62aN?usp=drive_link

Energy Savings Calculations

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Pricing Page

Annual Charge		Years		Total Cost
	x		=	

Monthly Charge		12-Months		Total Yearly Cost
	x	12	=	

Hourly Labor Rate		Estimated Hours		Total Labor Cost
	x		=	

Estimated Parts Cost		Multiplier		Total Parts Cost
	x		=	

Total Cost	=	

Non-Energy Related Savings

Description:

Annual Operational Savings		Estimated Lifespan		Total Operational Savings
	x		=	

Annual Cost Avoidance		Estimated Lifespan		Total Cost Avoidance
	x		=	

EXHIBIT I

RGBW Stadium Lighting Football and Baseball

Narrative: JPS is looking to upgrade existing football and baseball stadium lighting by replacing the existing stadium lights and controls with high-efficiency RGBW LED Stadium Lighting.

Requirements and Specifications:

Lighting Fixtures

- Life-Cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
- Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations)
- Replace with a single fixture RGBW LED Stadium with programmable controls
- Footcandle Requirement:
    - Jackson High Football field minimum 75fc
    - Jackson High Baseball minimum 50fc for the infield and 35fc for the outfield
- CRI rating of 75 or higher and the fixture must be capable of broadcast-quality white light, tunable from 4000K to 5700K with less than 8% output variance within those color temperatures.
- All fixtures must have capability of DMX control for dynamic lighting scenes featuring fading, dimming, flashing and chases of both white and RGB colors.

Controls

- Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- Proposed luminaire must be individually addressable through non-proprietary protocols such as found in an IP network or DMX. Luminaire must be able to receive commands as well as report status through a common IP or RDM network.
- Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.
- JPS may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tools shall be capable of setting curfew limits.
- Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

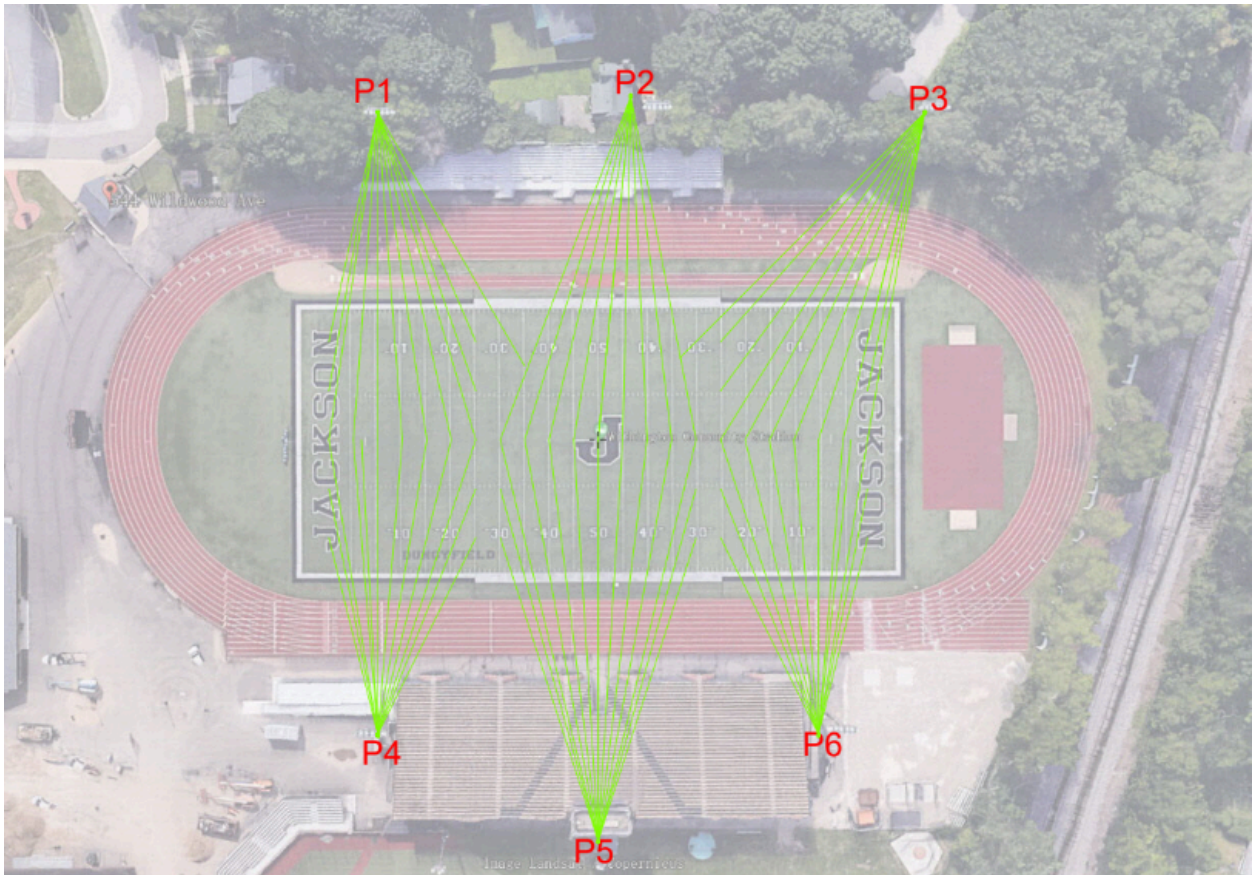
Documentation and Handover

- Minimum 10-year full replacement warranty of lighting fixtures. (Only Acts of God / Vandalism / Insurable Acts excluded)
- Minimum 5-year warranty on labor
- Attach Product Spec Sheets for all Items
- Photometric Measurements
- All necessary wind rating guarantees and geological tests for existing poles
- Complete ECM Unit Costs Products Worksheet

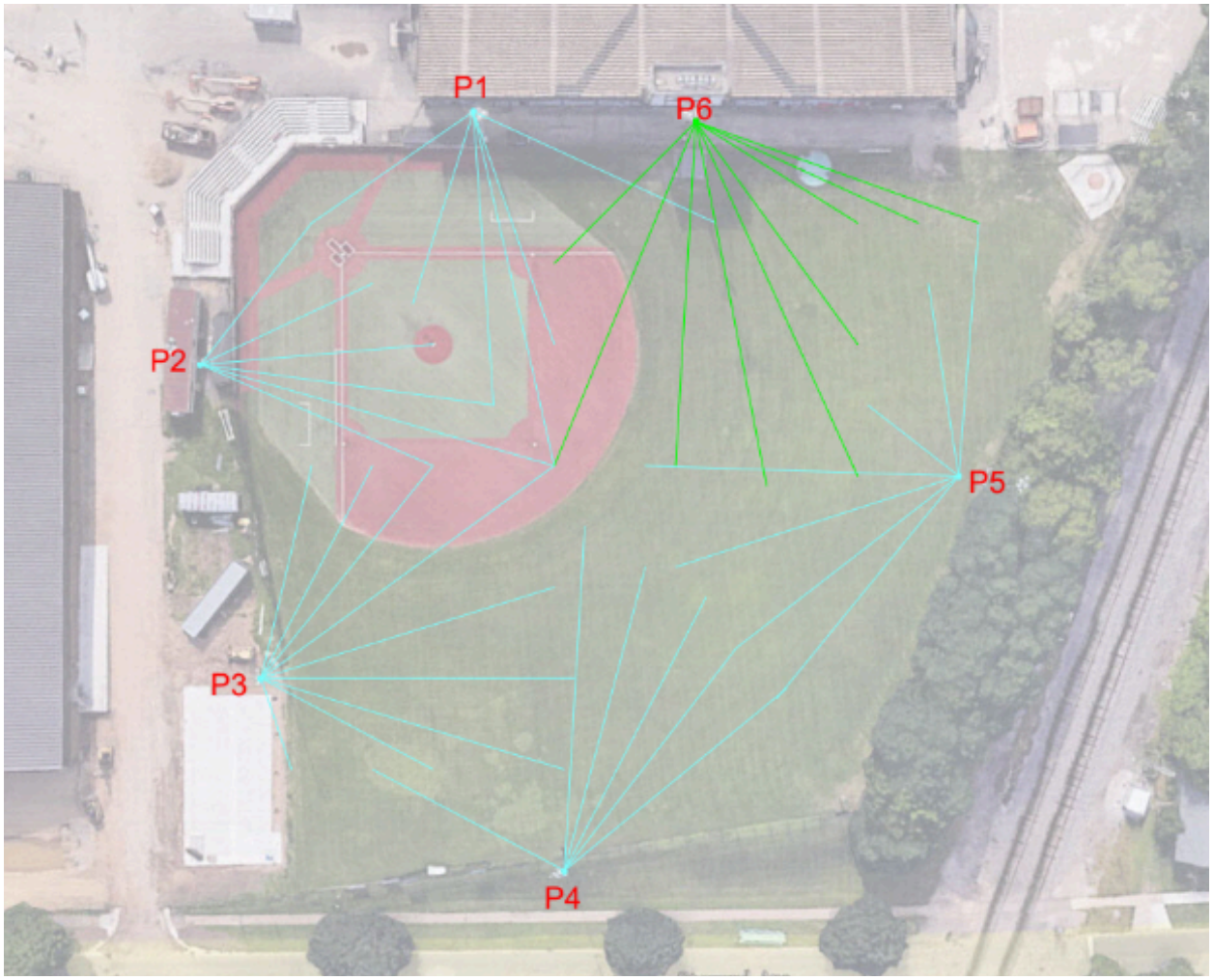
Scope of Work:

- Remove all existing lighting fixtures and speakers
- Dispose of existing stadium fixtures, and HID bulbs per EPA Regulations
- Install controls for football and baseball stadium controls and RGBW lights on existing metal poles
- Conduct thorough inspection of existing poles and provide detailed report on their condition and suitability for new fixtures
- Perform any necessary reinforcement or upgrades to existing poles to ensure they meet current safety standards and can support the new LED fixtures
- Train JPS's maintenance personnel on procedures and schedules related to start up and shutdown, troubleshooting, servicing, and preventive maintenance.
- All-inclusive, no change order bid standard
- Provide a detailed project timeline, including any potential disruptions to normal stadium operations
- Conduct post-installation light level measurements to ensure compliance with specified footcandle requirements
- Provide comprehensive documentation of the new system, including user manuals, maintenance guides, and warranties

FOOTBALL STADIUM FIXTURE COUNTS W/ DETAILS AND RUNTIMES						
Pole ID	**Type**	**Wattage**	**Qty of Fixtures**	**Bulbs per Fixture**	**Pole Height**	**Annual kWh Usage**
P1	HIGH INTENSITY DISCHARGE	1500W Stadium Light	12	1	90	
P2	HIGH INTENSITY DISCHARGE	1500W Stadium Light	10	1	90	
P3	HIGH INTENSITY DISCHARGE	1500W Stadium Light	12	1	90	
P4	HIGH INTENSITY DISCHARGE	1500W Stadium Light	12	1	90	
P5	HIGH INTENSITY DISCHARGE	1500W Stadium Light	14	1	120	
P6	HIGH INTENSITY DISCHARGE	1500W Stadium Light	12	1	90	



BASEBALL STADIUM FIXTURE COUNTS W/ DETAILS AND RUNTIMES						
Pole ID	**Type**	**Wattage**	**Qty of Fixtures**	**Bulbs per Fixture**	**Pole Height**	**Total**
P1	HIGH INTENSITY DISCHARGE	1500W Stadium Light	6	1	70	
P2	HIGH INTENSITY DISCHARGE	1500W Stadium Light	6	1	70	
P3	HIGH INTENSITY DISCHARGE	1500W Stadium Light	9	1	70	
P4	HIGH INTENSITY DISCHARGE	1500W Stadium Light	6	1	70	
P5	HIGH INTENSITY DISCHARGE	1500W Stadium Light	7	1	70	
P6	HIGH INTENSITY DISCHARGE	1500W Stadium Light	9	1	50	



Pricing Page

Annual Charge		Years		Total Cost
	x		=	

Monthly Charge		12-Months		Total Yearly Cost
	x	12	=	

Hourly Labor Rate		Estimated Hours		Total Labor Cost
	x		=	

Estimated Parts Cost		Multiplier		Total Parts Cost
	x		=	

Total Cost	=	

Non-Energy Related Savings

Description:

Annual Operational Savings		Estimated Lifespan		Total Operational Savings
	x		=	

Annual Cost Avoidance		Estimated Lifespan		Total Cost Avoidance
	x		=	

EXHIBIT J

Soccer Field LED Lighting System

Narrative: JPS is looking to upgrade their soccer field at Parkside Middle School by installing new metal poles and LED sports lights and controls with high-efficiency LED lights. Vendors are encouraged to propose solutions using traditional LED lighting or RGB (Red, Green, Blue) LED lighting systems. Vendors may respond with one or both options to provide flexibility in the lighting solution.

Requirements and Specifications:

- Life-Cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty. Vendors should submit separate lifecycle cost analyses for both traditional LED and RGB lighting systems, if applicable.
- Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations)
- Remove and replacement of existing stadium lights and poles
- Four (4) new poles at 70' or 80', Galvanized Steel w/crossarms
- Footcandle Requirement: 50fc minimum
- CRI rating of 75 or higher and a color temperature of 5000K
- Minimum 10-year full replacement warranty of lighting fixtures and poles. (Only Acts of God / Vandalism / Insurable Acts excluded)
- Minimum 5-year warranty on labor
- Attach Product Spec Sheets for all Items
- Photometric measurements
- All necessary wind rating guarantees and geological tests
- Complete ECM Unit Costs Products Worksheet

Scope of Work:

- Procure and install all necessary equipment and components for a new stadium lighting system
- Conduct all trenching, procurement, and installation of any new electrical components
- Provide detailed site survey and engineering plans prior to installation
- Obtain all necessary permits and approvals from local authorities
- Conduct soil testing and provide appropriate foundation design for new poles
- Ensure proper grounding and lightning protection for all new installations
- Perform post-installation light level measurements to verify compliance with 50fc minimum requirement
- Provide training for maintenance and operation of stadium lights controls, covering system overview, control interface, maintenance procedures, operational best practices, and safety protocols
- Provide comprehensive documentation including as-built drawings, equipment manuals, and warranty information

- Conduct a final walk-through with JPS representatives to ensure all requirements are met
- All-inclusive turnkey, no change order bid standard

Additional Requirements:

- Provide a detailed project timeline, including any potential disruptions to normal field operations
- Submit a safety plan for the installation process
- Provide a plan for the disposal or recycling of old equipment in compliance with environmental regulations
- Include a description of the control system capabilities, including any remote operation features
- Outline the energy savings expected from the new LED system compared to the existing lighting

Energy Savings Calculations

Please populate the relevant Energy Calculations Table pertaining to this exhibit, per the following document:

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Pricing Page

Annual Charge		Years		Total Cost
	x		=	

Monthly Charge		12-Months		Total Yearly Cost
	x	12	=	

Hourly Labor Rate		Estimated Hours		Total Labor Cost
	x		=	

Estimated Parts Cost		Multiplier		Total Parts Cost
	x		=	

Total Cost	=	

Non-Energy Related Savings

Description:

Annual Operational Savings		Estimated Lifespan		Total Operational Savings
	x		=	

Annual Cost Avoidance		Estimated Lifespan		Total Cost Avoidance
	x		=	



JPS SOW Summary

Energy Efficiency Measures/Capital Improvement Measures

Prepared 7.29.25 by GCA

EXHIBIT 1
Executive Summary

Name: Jackson Public Schools

Energy Efficient Measure Type	Cost	Energy Savings	Ops Savings	Cost Avoidance	Total Savings	Rebates	ROI	NET ROI
POWER OPTIMIZATION	$202,590	$50,148	$9,429	$13,374	$72,951	$0	2.8	**2.8**
SMART WALK-IN COOLERS/FREEZERS	$46,129	$8,800	$1,600	$2,600	$13,000	$970	3.5	**3.5**
BIO ENZYMATIC CLEANING AND LAMINAR FLOW	$139,731	$25,693	$580	$5,500	$31,773	$6,200	4.4	**4.2**
REFRIGERANT RETROFIT	$0	$0	$0	$0	$0	$0	0.0	**0.0**
VFDs MOTORS AND PUMPS	$0	$0	$0	$0	$0	$0	0.0	**0.0**
HVAC CONTROLS *UPGRADE*	$0	$0	$0	$0	$0	$0	0.0	**0.0**
ARTIFICIAL INTELLIGENCE CONTROLS	$0	$0	$0	$0	$0	$0	0.0	**0.0**
AIR HANDLER OPTIMIZATION	$0	$0					0.0	**0.0**
VENTILATION RISER SHAFT OPTIMIZATION	$0	$0					0.0	**0.0**
BOILER OPTIMIZATION	$0	$0	$0	$0	$0	$0	0.0	**0.0**
DATA MONITORING/MANAGEMENT	$181,734	$168,562	$0	$0	$168,562	**$0**	1.1	**1.1**
WATER CONSERVATION - VALVE	$57,350	$7,922	$0	$1,785	$9,707	$0	5.9	**5.9**
WATER CONSERVATION - TERMINAL DEVICES	$0	$0	$0	$0	$0	$0		
WATER LEAK DETECTION NETWORK	$54,310	$0	$0	$19,575	$19,575	$0	2.8	**2.8**
GCE EFFICIENCY MANAGEMENT	**13%**	-	-	-	-	$0	-	**-**
EFFICIENCY TOTAL	$783,729	$261,125	$11,609	$42,834	$315,568	$7,170	2.5	**2.5**

Capital Improvement Measure Type	Cost	Energy Savings	Ops Savings	Cost Avoidance	Total Savings	Rebates	ROI	NET ROI
JACKSON HIGH FOOTBALL STADIUM (RGB)	$330,718	$5,632	$3,100	$4,310	$13,041	$330,718	25.4	**0.0**
JACKSON HIGH BASEBALL FIELD (RGB)	$248,039	$2,890	$2,210	$2,873	$7,973	$248,039	-	**0.0**
PARKSIDE SOCCER FIELD	$248,039	$115	$2,210	$6,339	$8,663	$248,039	-	**0.0**
GCA ENGINEEERING & MANAGEMENT	**13%**	-	-	-	-	$71,895	-	**-**
CAPITAL TOTAL	$898,690	$8,636	$7,520	$13,522	$29,678	$898,690	-	**1.0**

PROJECT TOTAL	$1,682,419							
PROJECT NET TOTAL	$783,729	$269,761	$19,129	$56,356	$345,246	$898,690	4.9	**2.3**

ADDITIONAL CONTINGENCY	$84,121

**The above numbers are for illustration purposes and are feasibility estimates based on previous project experience with similar school districts and scopes of work. Final numbers could be subject to change.*

**Administrative may include but not limited to, permitting, payment and performance bonds, legal fees, and other cost that arise while executing the project.*

JACKSON PUBLIC SCHOOLS
SUSTAINABILITY CAPITAL STACK

CREATIVE CAPITAL LAYERED

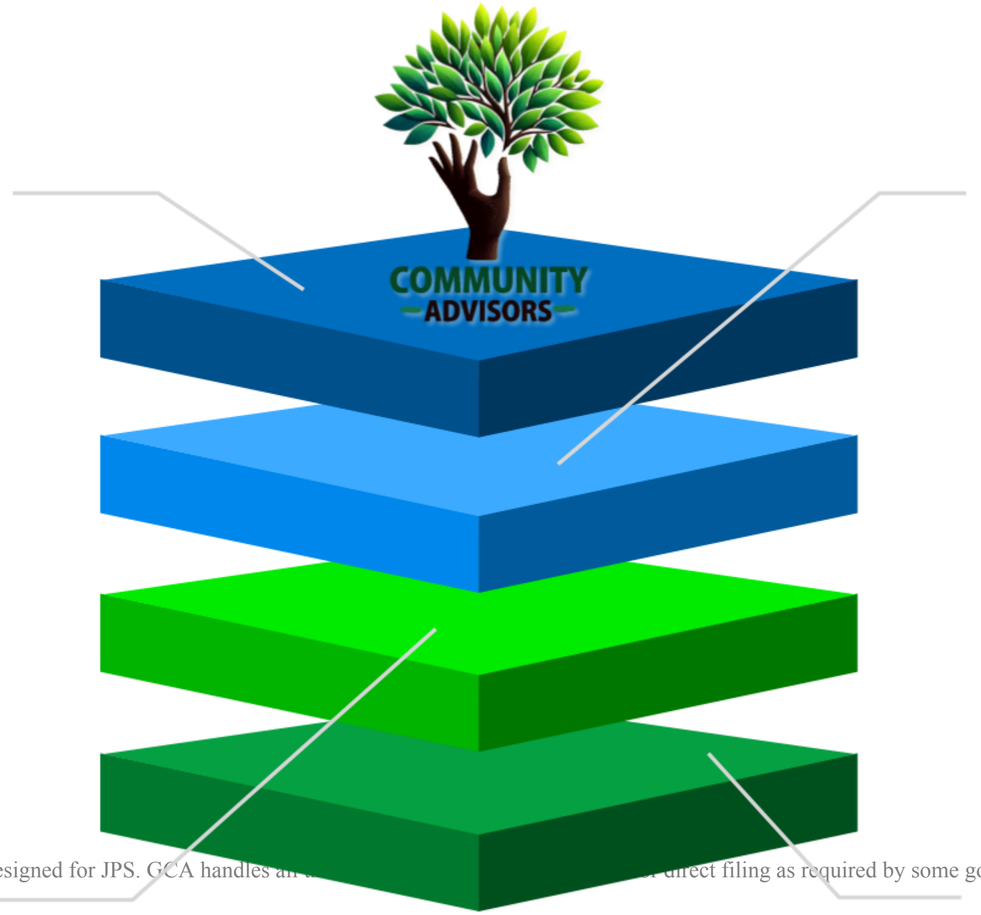
GRANTS AND GIFTS

FED, STATE, LOCAL, PRIVATE

- Community Energy Management Program
- Renew America's School Grant
- MI-EGLE Energy Funding- $100K,

ENERGY SAVINGS AS AN ASSET

- Michigan Legislature: Section 380.1274a (Proactive energy infrastructure and active management of utility costs)
- Energy Savings programs open up other funding mechanisms, and provide qualifying matching funds



GREEN LOAN PROGRAMS

NON-DEBT CAPITAL FOR PROACTIVE INVESTMENT

- Michigan Saves (0% APR, $250,000, 36 month)
- Lean & Green Michigan PACE- 100% of cost, 25 year terms, at a reduced % for schools
- USDA-Community Facilities reduced financing loan
- MI State Energy Loan Fund- bond type interest rates
- MI Investment in Schools ($200M program)

EDUCATION/PROGRAM FUNDING

- Health Boxes through ACP (up to $65,000 yr)
- Michigan Green schools-
- Michigan Future Educator Fellowship
- MAEOE Grant (Environmental Ed)
- National Board Certification Grant
- Perkins V- CTE Pathways- (partnership required, Fall)
- Position for Workforce Funding

A holistic and customized capital stack is designed for JPS. GCA handles all [illegible] direct filing as required by some government programs.

Jackson Public Schools

Energy Infrastructure Development Process

Past Year Overview:

- Comprehensive Energy Audits: Conducted detailed facility assessments and energy analysis across all JPS buildings to identify improvement opportunities
- Structured RFP Development: Created detailed scopes of work for multiple energy conservation measures including lighting, HVAC, power optimization, and leak detection systems
- Vendor Evaluation Process: Managed competitive bidding with multiple contractors through technical Q&A sessions and proposal reviews
- Engineering Analysis: Performed thorough financial modeling and payback calculations for each proposed energy measure
- Capital Stacking Strategy: Analyzed various funding mechanisms including Michigan Saves, PACE financing, and grant opportunities
- Pro Forma Development: Created detailed cash flow projections demonstrating positive financial outcomes and fast payback periods for recommended improvements

This systematic approach has positioned JPS with fast payback recommendations for energy infrastructure investments with no energy risk that are fully funded using energy programs.

Energy Efficiency Measures

Power Optimization
This measure installs voltage regulation and power factor correction equipment across school facilities. It ensures the electrical system runs efficiently, reducing energy waste and increasing the lifespan of mechanical equipment. It enhances power quality and lowers electricity costs. Systems will be fine-tuned to meet actual load needs with minimal waste. Implementation covers key campuses with measurable impact on power bills.

- **Net ROI:** 2.8

Smart Walk-In Coolers/Freezers
Retrofits walk-in refrigeration units with adaptive controls, energy-efficient motors, and defrost optimization. These upgrades improve temperature stability and reduce compressor runtime. Systems include monitoring for alerts, improving maintenance response and product preservation. This directly improves food service operations and reduces energy waste.

- **Net ROI:** 3.5

Bio Enzymatic Cleaning & Laminar Flow
This measure replaces chemical cleaning agents with bio-enzymatic products that naturally break down waste in kitchens and restrooms. It also includes installing laminar flow faucet

heads to reduce water use. Together, they improve hygiene, reduce environmental impact, and lower utility costs. Scope covers both cleaning processes and hardware upgrades.

Net ROI: 4.2

Data Monitoring/Management
Deploys a centralized digital platform that tracks real-time energy and water usage across all facilities. The system provides dashboards and alerts, helping staff identify and respond to inefficiencies immediately. It supports ongoing energy management and continuous improvement. Integration includes metering, data analytics, and reporting tools.

- **Net ROI:** 1.1

Water Conservation – Valve
Replaces or upgrades water control valves to prevent leaks and reduce excessive flow. These efficiency valves help maintain water pressure and reduce usage without disrupting service. This is a straightforward retrofit with immediate savings potential. The work targets high-consumption fixtures district-wide.

- **Net ROI:** 5.9

Water Leak Detection Network
Installs a sensor network in kitchens, restrooms, and mechanical rooms to detect water leaks early. The system notifies staff of issues in real time, preventing damage and loss. It supports preventive maintenance and conserves water. The scope focuses on high-risk locations across multiple schools.

- **Net ROI:** 2.8

Capital Improvement Measures (CIMs)

The following items were donated by a local family, after the RFp process was complete. Showing the value of having the work ready. This is the reason for the 0.0 ROI.

Jackson High Football Stadium
Scope includes LED lighting upgrades, scoreboard modernization, and improvements to electrical systems. These changes reduce energy use and improve the experience for players and spectators. They also reduce maintenance needs and improve reliability. Work is aligned with district-wide sustainability and community connection.

- **Net ROI:** 0.0

Jackson High Baseball Field
Includes energy-efficient lighting and system controls for field operations, concessions, and storage areas. Focus is on reducing power usage while improving visibility and reliability. The upgrades support after-school and community use.

- **Net ROI:** 0.0

Parkside Soccer Field
Lighting system retrofits and power control upgrades improve field access during evenings and extend usability. This work enhances safety and lowers energy bills. Systems are integrated for remote control and scheduling. Targeted for student-athlete access and operational savings.

- **Net ROI:** 0.0

COMMUNITY ADVISORS

EXHIBIT B

Energy Project Proforma

Jackson Public Schools
Cash Flow modeling RFP max

Year	ASSETS					LIABILITIES				
	Utility Savings	Inflation Avoidance	Ops & CA Savings	Rebates	Total Savings	Annualized Payments	M&V	Total Annual Costs	Annual Net Cashflow	Cumulative Cashflow
Construction	$67,440		$18,871		**$86,312**	$0	$0	**$0**	$86,312	$86,312
1	**$269,761**	$0	**$75,485**	$7,170	**$352,416**	$71,946	$2000	**$73,946**	$278,470	$364,782
2	$280,551	$10,790	$77,750	$0	**$369,091**	$71,946	$2000	**$73,946**	$295,146	$659,928
3	$291,773	$11,114	$80,082	$0	**$382,970**	$71,946	$2000	**$73,946**	$309,024	$968,952
4	$303,444	$11,448	$82,484	$0	**$397,377**	$71,946	$2000	**$73,946**	$323,431	$1,292,382
5	$315,582	$11,791	$84,959	$0	**$412,332**	$71,946	$2000	**$73,946**	$338,387	$1,630,769
6	$328,206	$12,145	$87,508	$0	**$427,858**	$71,946	$2000	**$73,946**	$353,912	$1,984,681
7	$341,334	$12,509	$90,133	$0	**$443,976**	$71,946	$2000	**$73,946**	$370,030	$2,354,711
8	$354,987	$12,884	$92,837	$0	**$460,708**	$71,946	$2000	**$73,946**	$386,763	$2,741,474
9	$369,187	$13,271	$95,622	$0	**$478,080**	$71,946	$2000	**$73,946**	$404,134	$3,145,608
10	$383,954	$13,669	$98,491	$0	**$496,114**	$71,946	$2000	**$73,946**	$422,168	$3,567,776
11	$399,312	$14,079	$101,446	$0	**$514,837**	$71,946	$2000	**$73,946**	$440,891	$4,008,667
12	$415,285	$14,501	$104,489	$0	**$534,275**	$71,946	$2000	**$73,946**	$460,329	$4,468,997
13	$431,896	$14,936	$107,624	$0	**$554,456**	$71,946	$2000	**$73,946**	$480,510	$4,949,507
14	$449,172	$15,385	$110,852	$0	**$575,409**	$71,946	$2000	**$73,946**	$501,463	$5,450,970
15	$467,139	$15,846	$114,178	$0	**$597,163**	$71,946	$2000	**$73,946**	$523,217	$5,974,187
16	$485,824	$16,322	$117,603	$0	**$619,749**	$0	$0	**$0**	$619,749	$6,593,936
17	$505,257	$20,210	$121,131	$0	**$646,599**	$0	$0	**$0**	$646,599	$7,240,535
18	$525,468	$21,019	$124,765	$0	**$671,251**	$0	$0	**$0**	$671,251	$7,911,786
19	$546,486	$21,019	$128,508	$0	**$696,013**	$0	$0	**$0**	$696,013	$8,607,800
20	$568,346	$21,859	$132,363	$0	**$722,569**	$0	$0	**$0**	$722,569	$9,330,368
Total	**$8,100,405**		**$2,047,181**	**$7,170**	**$10,439,554**	**$1,079,185**	**$30000**	**$1,109,185**		**$9,330,368**

ASSUMPTIONS

Total Cost including fees:	**$783,729**		
Length of Term:	15	Utility Inflation Rate:	4.00%
Payment Frequency:	Monthly	Water & Sewer Inflation Rate:	3.00%
Interest Rate Estimate:	4.50%	Operational Savings Escalation R	3.00%
Construction Period:	10 Months	Cost Avoidance Escalation Rate:	3.00%
Estimated First Payment Date:	7/1/26	Cummulative Net Cashflow:	**$2,700,824**

* This project is able to be 100% funded through non-debt instruments/loan incentive programs and requires no money out of pocket for the district

COMMUNITY ADVISORS

EXHIBIT B

Energy Project Proforma

Jackson Public Schools
Cash Flow modeling RFP MAX

Year	ASSETS					LIABILITIES				
	Utility Savings	Inflation Avoidance	Ops & CA Savings	Rebates	Total Savings	Annualized Payments	M&V	Total Annual Costs	Annual Net Cashflow	Cumulative Cashflow
Construction	$67,440		$18,871		**$86,312**	$0	$0	**$0**	$86,312	$86,312
1	**$269,761**		**$75,485**	$7,170	**$352,416**	$349,222	$2000	**$351,222**	$1,194	$87,505
2	$280,551	$10,790	$77,750	$0	**$358,301**	$349,222	$2000	**$351,222**	$7,079	$94,584
3	$291,773	$11,222	$80,082	$0	**$371,856**	$349,222	$2000	**$351,222**	$20,633	$115,217
4	$303,444	$11,671	$82,484	$0	**$385,929**	$349,222	$2000	**$351,222**	$34,706	$149,923
5	$315,582	$12,138	$84,959	$0	**$400,541**	$349,222	$2000	**$351,222**	$49,319	$199,242
6	$328,206	$12,623	$87,508	$0	**$415,713**	$349,222	$2000	**$351,222**	$64,491	$263,733
7	$341,334	$13,128	$90,133	$0	**$431,467**	$349,222	$2000	**$351,222**	$80,244	$343,977
8	$354,987	$13,653	$92,837	$0	**$447,824**	$349,222	$2000	**$351,222**	$96,602	$440,579
9	$369,187	$14,199	$95,622	$0	**$464,809**	$349,222	$2000	**$351,222**	$113,586	$554,165
10	$383,954	$14,767	$98,491	$0	**$482,445**	$349,222	$2000	**$351,222**	$131,222	$685,387
11	$399,312	$15,358	$101,446	$0	**$500,758**	$349,222	$2000	**$351,222**	$149,535	$834,923
12	$415,285	$15,972	$104,489	$0	**$519,774**	$349,222	$2000	**$351,222**	$168,551	$1,003,474
13	$431,896	$16,611	$107,624	$0	**$539,520**	$349,222	$2000	**$351,222**	$188,297	$1,191,771
14	$449,172	$17,276	$110,852	$0	**$560,024**	$349,222	$2000	**$351,222**	$208,802	$1,400,573
15	$467,139	$17,967	$114,178	$0	**$581,317**	$349,222	$2000	**$351,222**	$230,094	$1,630,667
16	$485,824	$18,686	$117,603	$0	**$603,427**	$349,222	$2000	**$351,222**	$252,205	$1,882,872
17	$505,257	$19,433	$121,131	$0	**$626,389**	$349,222	$2000	**$351,222**	$275,166	$2,158,038
18	$525,468	$20,210	$124,765	$0	**$650,233**	$349,222	$2000	**$351,222**	$299,010	$2,457,048
19	$546,486	$21,019	$128,508	$0	**$674,994**	$349,222	$2000	**$351,222**	$323,772	$2,780,820
20	$568,346	$21,859	$132,363	$0	**$700,709**	$349,222	$2000	**$351,222**	$349,487	$3,130,307
Total	**$8,100,405**		**$2,047,181**	**$7,170**	**$10,154,756**	**$6,984,449**	**$40000**	**$7,024,449**		**$3,130,307**

ASSUMPTIONS

Total Cost including fees:	**$4,600,000**		
Length of Term:	20	Utility Inflation Rate:	4.00%
Payment Frequency:	Monthly	Water & Sewer Inflation Rate:	3.00%
Interest Rate Estimate:	4.50%	Operational Savings Escalation R	3.00%
Construction Period:	10 Months	Cost Avoidance Escalation Rate:	3.00%
Estimated First Payment Date:	7/1/26	Cummulative Net Cashflow:	**$2,700,824**

* This project is able to be 100% funded through non-debt instruments/loan incentive programs and requires no money out of pocket for the district

The Hartford Steam Boiler
Inspection and Insurance Company

This **Insured Savings Guarantee** is issued by The Hartford Steam Boiler Inspection and Insurance Company, ("HSB") and shall apply to:

Example Local Schools

("The Customer") for a system of installed energy savings products ("Savings Project") at:

1234 School Rd.

Composed exclusively of energy saving products, services, and equipment ("Products") guaranteed by The Hartford Steam Boiler Inspection and Insurance Company to the customer.

Guaranteed Savings Period

In consideration of the stipulations stated and contemplated herein, HSB hereby guarantees the Customer a reduction in electrical utility billing costs that results in savings greater than or equal $124,628 per year during the below stated Guaranteed Savings Period, subject to the terms and conditions stated herein. The variables indicated in Appendix A define the variables that drive the economic predictions.

This Insured Savings Guarantee is for a limited Guarantee Period; the effective date shall be the date of completed installation of the Products, as evidenced by an Installation Completion Statement being supplied to HSB, and shall remain in full force and effect as described and defined herein, for a Guarantee Period of 3 years consecutive years from the effective date.

If the customer submits to The Hartford Steam Boiler Inspection and Insurance Company a valid claim of a shortfall in the total annual savings realized within the Guarantee Period, in accordance with the Terms and Conditions of this guarantee, The Hartford Steam Boiler Inspection and Insurance Company will pay to the customer one-hundred percent (100%) of the annual shortfall amount.

Agreement and Conditions

1. The Products must be installed under the supervision of a legally licensed electrician or contractor. Upon completion of installation, a notarized Installation Completion Statement and Project Savings Measurements must be submitted to HSB for review.
2. The Products must be installed on the electrical loads, breaker panels, equipment disconnects, or other facility locations in compliance with the Proposal Summary Data generated for the Savings Project. Any changes made to the Proposal Summary Data, must be submitted in writing and approved by HSB. Failure to do so will invalidate all terms and provisions of this Guarantee and release HSB from any obligation under this Guarantee.
3. During the above stated number of consecutive years from the effective date of guarantee, the Customer and HSB, may monitor the Customer's actual electrical utility consumption, as reflected in the Customer's billing statements provided by the Customer's power provider. The Customer agrees to furnish true and correct copies of its electrical utility consumption billing statements for a minimum of the one (1) year Period prior to the installation, with this one (1) year prior billing period then serving as the comparative baseline for verifying the savings of this Savings Project.
4. Upon the conclusion of the annual Guarantee Period, the Customer may file any claim under this guarantee no later than one hundred twenty days (120) days from the conclusion of the annual Guarantee Period. HSB expressly reserves the right to examine the Customer's submitted billing statements for the purpose of determining percentage changes in electrical consumption; factors used in calculating said percentage shall include, but not be limited to, atmospheric and weather conditions (including abnormalities and anomalies), and changes in actual electrical consumption by the Customer due to increases or decreases in operations, capacities, capabilities, equipment, utility rates or machinery.
5. The Customer, in order to qualify under this guarantee, must make complete payment for the guaranteed Savings Project, whether through initial cash or cash equivalent, or through acceptance of leasing or financing obligations.
6. In the event that the Customer leases or finances the Savings Project, the Customer must make timely payment of all lease or installment payments when due during the Guarantee Period, regardless of performance of the Products. The Customer is responsible for timely payment of all lease or installment payments when due for the period of time following submission of the Customer's claim necessary for HSB to validate the Customer's claim, which shall not exceed sixty (60) days, provided the Customer reasonably cooperates to the extent prescribed herein.
7. The Customer shall not in any way alter, remove, or cause to be affected, the installation and wiring of the Products at any time following installation. Any such act by the Customer, or failure by the Customer to reasonably protect against such acts by any third party, shall immediately invalidate all terms and provisions of this guarantee, and release HSB from any obligation under this Guarantee.
8. To file a claim under this guarantee, the Customer must submit, in writing, the basis for such claim, and all supporting documentation. The Customer must provide the purchase date, sales agreement, invoice, quantity and model of all Products purchased, Project Savings Measurements, the Installation Completion Statement, billing statements for the Guarantee Period, billing statements for the one (1) year period prior to installation, and any other documentation reasonably requested by HSB pertaining to changes in actual electrical consumption by the Customer due to increases or decreases in operations, capacities, capabilities, equipment, or machinery.
9. HSB expressly reserves the right to evaluate and validate the Customer's claim, but HSB shall notify the Customer, in writing, of their determination.
10. Should associated Customer Equipment Products installed as components of this electricity cost reduction project not operate properly due to physical damage or malfunction, the Guarantee Period shall be extended by the number of days said equipment was not in proper operation.

11. Customer is responsible for using all prudent and reasonable efforts to monitor the performance of the components of this Savings Project and any related equipment, to maintain the equipment and Products in proper operational condition, and to promptly notify HSB, of any apparent malfunctions or deficiencies in savings.
12. Customer is required to report, in writing, any apparent savings shortfall from the Savings Project HSB within the first one hundred twenty days (120) days following the installation and or established effective date; HSB will exercise their best efforts to investigate and fully correct any conditions contributing to a legitimate savings shortfall, and will then submit a complete report back to Customer describing the reasons for any shortfall, the corrective measures taken to restore the projected savings to the Savings Project, and provide a completely new Installation Completion Statement containing measurements of the newly installed product(s) following the correction.
13. Customer is required to report, in writing, any changes to utility contracts regarding the purchase or limited purchase of power or rate structure that in any way changes the contractual agreement for energy consumption or usage.
14. The system installer has no authority to amend or modify the terms of this Insured Savings Guarantee; this Insured Savings Guarantee may only be amended or modified in writing by an officer of HSB.
15. This Insured Savings Guarantee is subject to the definitions, limitations and exclusions contained within these Terms and Conditions. This Guarantee gives the customer specific legal rights which vary from state to state, province to province, and nation to nation.
16. This agreement shall be construed and enforced in accordance with the laws of the state of Ohio, United States of America.
17. All claims under this guarantee shall be submitted directly HSB. No other party is authorized to accept or process claims under this Insured Savings Guarantee. The only such guarantee of savings is this Insured Savings Guarantee issued by HSB. Claims should be submitted by registered mail or courier to:

PART 2
PROJECT BENEFITS

2-1. PROJECT BENEFITS SUMMARY

A. Subject to the terms and conditions of this GESA Contract, GCE and BASD agree that, upon Final Completion, BASD will be deemed to achieve a total savings of $2,295,533 in annual increments as shown in the Total Savings column of the Total Project Benefits table below. GCE guarantees that BASD will achieve a total of $64,126 in Total Annual Energy Savings during the term of this Assured Performance Guarantee. Operational Saving of $42,409, and Cost Avoidance Savings of $24,335. for Total Project Benefits annually of $130,870 as set forth in the Total Project Benefits table below.

Table A.1 Total Project Benefits

GUARANTEED CLEAN ENERGY

Year	ASSETS					LIABILITIES				
	Utility Savings	Operational Savings	Cost Avoidance Savings	Rebates	Total Savings	Annualized Payments	M&V	Total Annual Costs	Annual Net Cashflow	Cumulative Cashflow
Construction	$16,032	$10,708	$6,084	$126,991	**$159,815**	$0	$0	**$0**	$159,815	$159,815
1	**$64,126**	$42,409	**$24,335**	$0	**$130,870**	$127,692	$2000	**$129,692**	$1,178	$160,992
2	$64,767	$42,833	$24,822	$0	**$132,422**	$127,692	$2000	**$129,692**	$2,730	$163,722
3	$65,415	$43,261	$25,318	$0	**$133,994**	$127,692	$2000	**$129,692**	$4,302	$168,025
4	$66,069	$43,694	$25,824	$0	**$135,588**	$127,692	$2000	**$129,692**	$5,895	$173,920
5	$66,730	$44,131	$26,341	$0	**$137,202**	$127,692	$2000	**$129,692**	$7,510	$181,430
6	$67,397	$44,572	$26,868	$0	**$138,837**	$127,692	$2000	**$129,692**	$9,145	$190,575
7	$68,071	$45,018	$27,405	$0	**$140,494**	$127,692	$2000	**$129,692**	$10,802	$201,377
8	$68,752	$45,468	$27,953	$0	**$142,173**	$127,692	$2000	**$129,692**	$12,481	$213,858
9	$69,439	$45,923	$28,512	$0	**$143,874**	$127,692	$2000	**$129,692**	$14,182	$228,040
10	$70,134	$46,382	$29,083	$0	**$145,598**	$127,692	$2000	**$129,692**	$15,906	$243,946
11	$70,835	$46,846	$29,664	$0	**$147,345**	$127,692	$2000	**$129,692**	$17,653	$261,599
12	$71,543	$47,314	$30,258	$0	**$149,115**	$127,692	$2000	**$129,692**	$19,423	$281,023
13	$72,259	$47,788	$30,863	$0	**$150,909**	$127,692	$2000	**$129,692**	$21,217	$302,239
14	$72,981	$48,265	$31,480	$0	**$152,727**	$127,692	$2000	**$129,692**	$23,035	$325,274
15	$73,711	$48,748	$32,110	$0	**$154,569**	$127,692	$2000	**$129,692**	$24,877	$350,151
Total	**$1,048,261**	**$682,653**	**$426,919**	**$126,991**	**$2,295,533**	**$1,915,382**	**$30000**	**$1,945,382**		**$350,151**

ASSUMPTIONS				
Total Cost including fees:	$1,547,874			
Finance Period:	15	Utility Inflation	1.00%	
Payment Frequency:	Monthly	Water & Sewer Inflation Rate:	1.00%	
Interest Rate Estimate:	2.935%	Operational Savings	2.00%	
Construction Period:	10 Months	Cost Avoidance Escalation	2.00%	
Estimated First Payment:	4/1/22	Total Project Savings	$2,295,533	

The energy cost savings provided in table above are based on the annual escalation stated in assumptions table above and will be applied to the unit utility rates listed in assumptions table above beginning the first month following the baseline period, escalating annually throughout the Guarantee Period.

The actual escalation of calculated savings that will be applied in the M&V Report will be the highest of:

(1) **Table A-1** above

(2) CPI (Consumer Price Index) for the geographical region, or

(3) Actual energy rate

B. *Within thirty (30) days of the commencement of the Guarantee Term, GCE will calculate the Measured Project Benefits achieved during the Installation Period and provide BASD of written confirmation of the calculations.*

C. Within thirty (30) days of each anniversary of the commencement of the Guarantee Term, GCE will calculate the Measured Project Benefits achieved for the applicable year applicable to such period and provide BASD with an annual report containing:

1. *an executive overview of the project's performance and Project Benefits achieved to date; and*

2. a summary analysis of the Measured Project Benefits accounting; and

3. *a detailed analysis of the Measured Project Benefits calculations.*

D. BASD acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services, (iii) fails to fulfill any of its responsibilities necessary to enable GCE to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this GESA Contract, the Assured Performance Guarantee shall automatically

terminate and GCE shall have no liability hereunder.

2-2. PROJECT SAVINGS SHORTFALLS OR SURPLUSES

A. Guaranteed Savings Shortfalls: If an Annual Project Benefit Shortfall occurs for any year of the Assured Performance Guarantee Term, GCE shall, perform one or more of the following:

1. pay to BASD the amount of such shortfall, or
2. provide to BASD additional products or services, in the value of such shortfall, at no additional cost to BASD.

B. Guaranteed Savings Surpluses: If an Annual Project Benefit Surplus occurs for any year of the Guarantee Term, GCE may not apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term.

C. Additional Energy Conservations. Where an Annual Project Benefits Shortfall has occurred, GCE may, subject to BASD approval, implement additional Energy Conservation Measures, at no cost to BASD, which may generate additional Project Benefits in future years of the Guarantee Term. Such improvements do not relieve the GCE from liability set forth in Paragraph 2-2(A}.

D. Event of Default by GESA Contract or: If an Annual Project Benefits Shortfall has occurred and the GCE does not comply with Paragraph 2-2(A} within 90 days, BASD may deem this to be an Event of Default. If default occurs, BASD may place the GCE in the Contractor Responsibility Program and also pursue debarment or suspension in accordance with the Commonwealth Procurement Code.

GUARANTEED CLEAN ENERGY

1301 Dublin Rd.
Columbus, OH 43215
E-Mail: admin@guaranteedcleanenergy.com
Phone: (614) 344-8364
Web: https://www.guaranteedcelanenergy.com



Energy Assessment/Asset Report for:

Jackson Public Schools

Table of Contents

1 Utility Portfolio 4
1.1 Facility Summary 4
1.1.1 Overview of Building(s)....4
1.2 Annual Utility Summary....15
1.3 GCE Assessment $/Sq. Ft. 16
2 Executive Overview 17
2.1 Assessment Objectives 17
2.3 Financial Overview of Project....18
3 Energy Equity....19
3.1 GCE Funding....19
3.2 Capital and Funding Process:....19
4 Efficiency Incentives 20
4.1 GCE Incentives Specialty....20
4.1.1 Funding mechanisms and incentives:....20
4.2. Utility Rebates 20
4.3 Incentives....21
4.3.1 Health and Wellness Packs....21
4.4.1 Utility Rate Structure....23
4.3.2 Utility Cost Recovery this section is shown here and below....24
4.3.2 Utility Cost Recovery: Uncovering Hidden Overpayments....24
5 Phase 1 - Energy Efficiency Measures - Savings Opportunities....26
5.1 Power Optimization (Voltage Optimization & Power Factor Correction) 26
5.1.1 Analysis of Current Practices 27
5.1.2 Recommendations for Improvements....27
5.2 Smart Walk-In Coolers & Freezers....28
5.2.1 Recommendations for Improvements....28
5.2 Heating, Ventilation, and Air Conditioning (HVAC) 30
5.2.1 Recommendation for Improvement (Bio Enzymatic Cleaning and Laminar Flow) 30
5.3.2 Refrigerant Retrofit 32
5.3.2 Recommendations for Improvements – Refrigerant 32
5.3.3 Variable Speed/Frequency Drives 33
5.2.2.1 Recommendation for Improvement....33
5.2.3 Building Automation/HVAC Controls....35
5.2.3.1 Analysis of Current Practices 35

5.2.3.2 Recommendations for Improvement 37
5.2.4 Artificial Intelligence Software 39
5.2.4.1 Recommendations for Improvement 39
5.2.5 Air Handler Optimization 41
5.2.7 Boiler Optimization 44
5.3 Data Monitoring/Demand Management & Response 46
5.3.1 Demand Response 46
5.3.1.1 Electric Vehicles with Demand Response (V2G) 46
5.3.1.2 Implementing Demand Response 47
5.3.1.3 Demand Response Financial Benefit 48
5.3.2 Recommendations for Improvement 48
5.4.1 Water Conservation 49
5.4.1.2 Recommendations for Improvements 49
5.4.2 Water Conservation – Terminal Distribution 51
5.4.2.1 Analysis of Current Practice 51
5.4.2.2 Recommendations for Improvements 52
5.4.3 Water Leak Detection Network 55
5.4.3.1 Recommendation for Improvement 55
6 Phase 4 - Capital Improvements 56
6.1 LED Sports Lighting System 56
6.1.1 Red Green Blue LED Stadium Lighting System (JPS Football) 57
6.1.2 LED Lighting Stadium Systems (JPS Baseball, Parkside Soccer, Parkside Tennis, Parkside Softball) 58

1 Utility Portfolio

1.1 Facility Summary

1.1.1 Overview of Building(s)



Building: Jackson High School

Building Address: 544 Wildwood Ave. Jackson, MI 49201

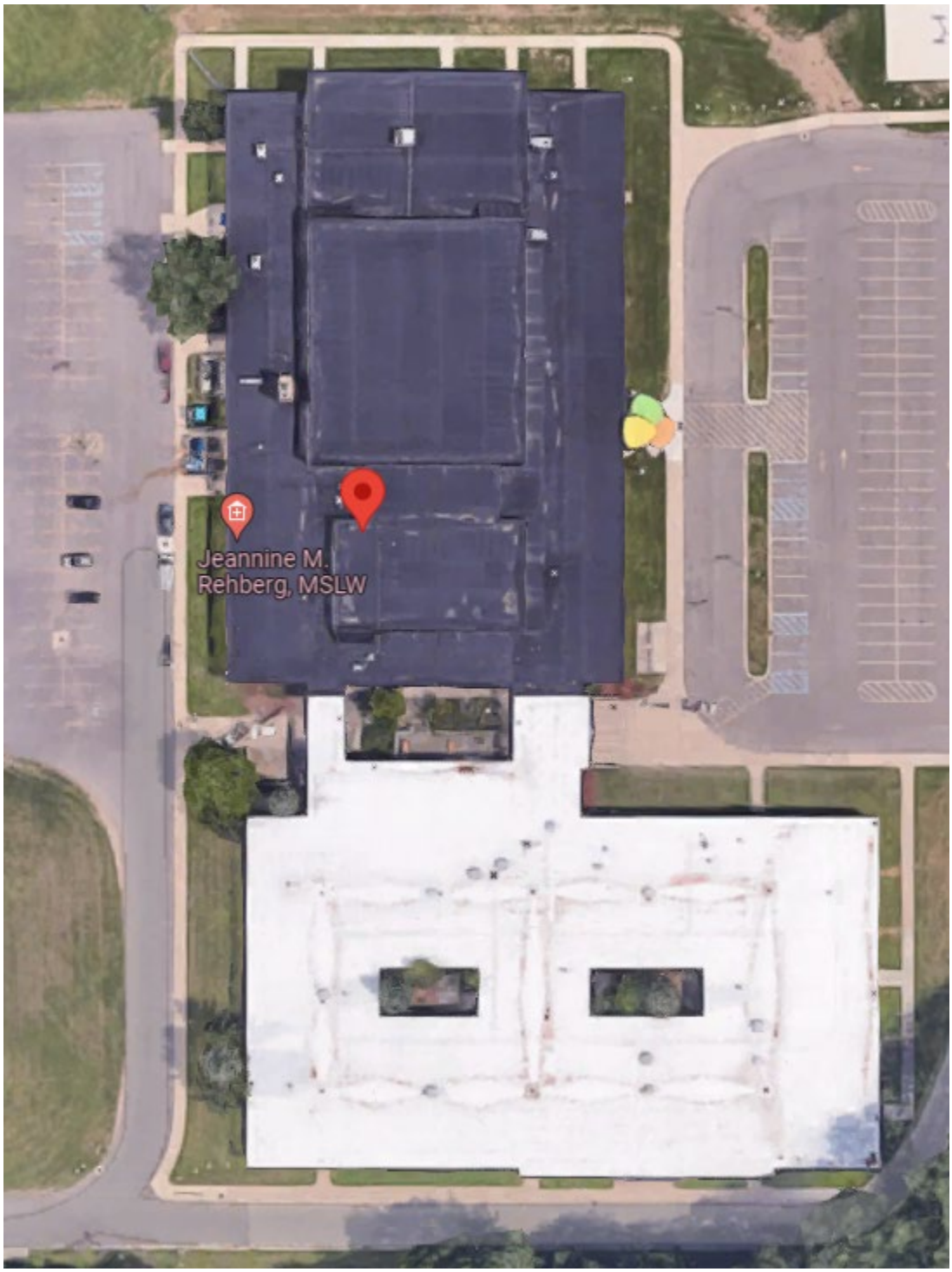
Building(s) Size (ft^2):	Usage (kWh/ft^2):	Electric Cost ($/ft^2$):	Usage (CCF/ft^2):	Gas Cost ($/ft^2$):
262,100* does not included new pool addition	6.25	$0.54	5.12	$0.29



Building: Middle School at Parkside

Building Address: 2400 Fourth St. Jackson, MI 49203

Building(s) Size (ft^2):	Usage (kWh/ft^2):	Electric Cost ($/ft^2$):	Usage (CCF/ft^2):	Gas Cost ($/ft^2$):
274,266	0.31	$0.31	5.11	$0.28



Building: Northeast Elementary

Building Address: 1024 Fleming Ave. Jackson, MI 49202

Building(s) Size (ft^2):	Usage (kWh/ft^2):	Electric Cost ($/ft^2$):	Usage (CCF/ft^2):	Gas Cost ($/ft^2$):
104,000	2.96	$0.29	3.55	$0.20



Building: Hunt Elementary

Building Address: 1143 N. Brown St. Jackson, MI 49202

Building(s) Size (ft^2):	Usage (kWh/ft^2):	Electric Cost ($/ft^2$):	Usage (CCF/ft^2):	Gas Cost ($/ft^2$):
98,355	4.03	$0.53	7.00	$0.40



Building: Cascades Elementary

Building Address: 1200 S. Wisner St. Jackson, MI 49203

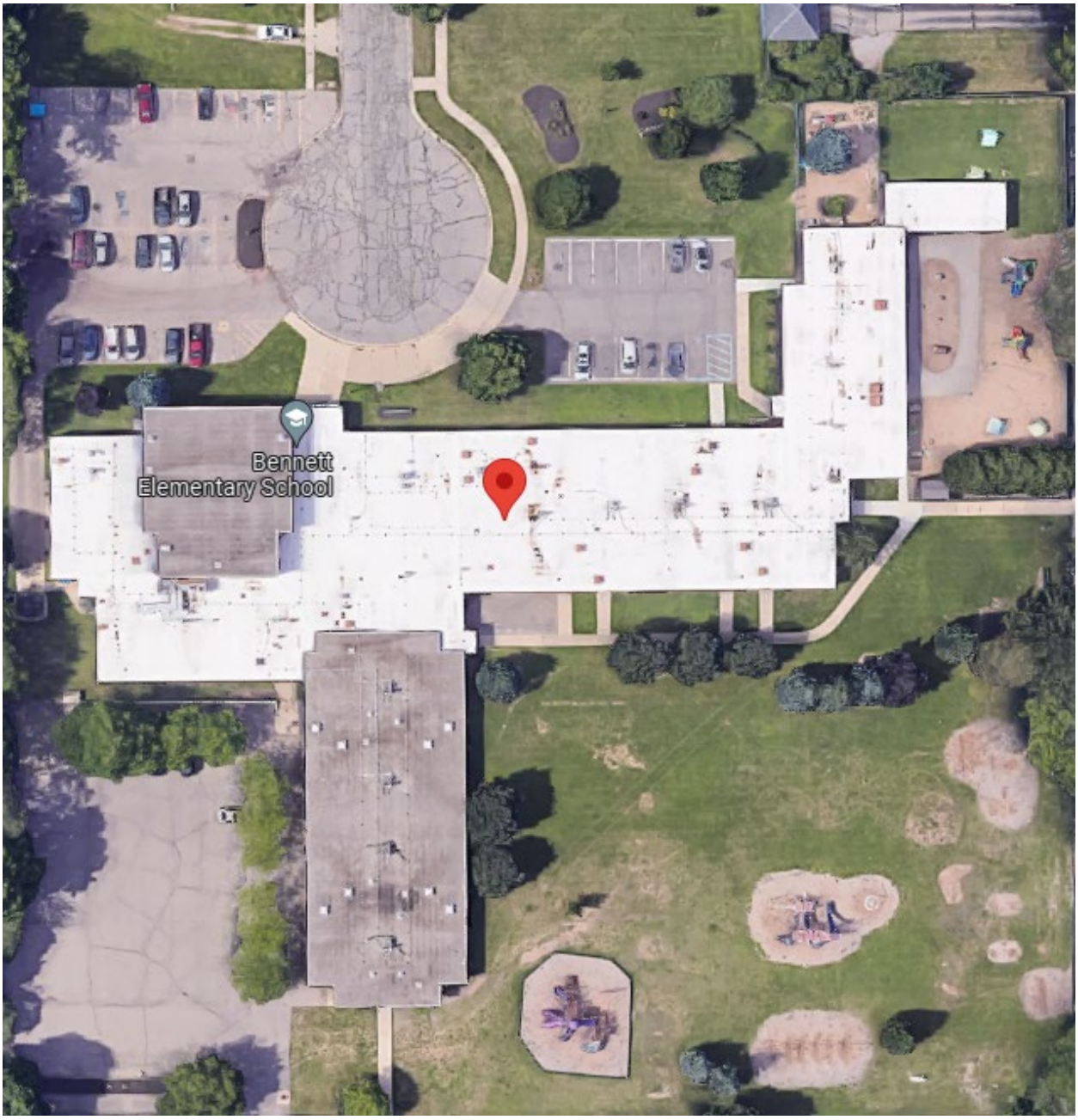
Building(s) Size (ft^2):	Usage (kWh/ft^2):	Electric Cost ($/ft^2$):	Usage (CCF/ft^2):	Gas Cost ($/ft^2$):
61,681	3.59	$0.41	1.24	$0.08



Building: Dibble Elementary

Building Address: 3450 Kibby Rd. Jackson, MI 49203

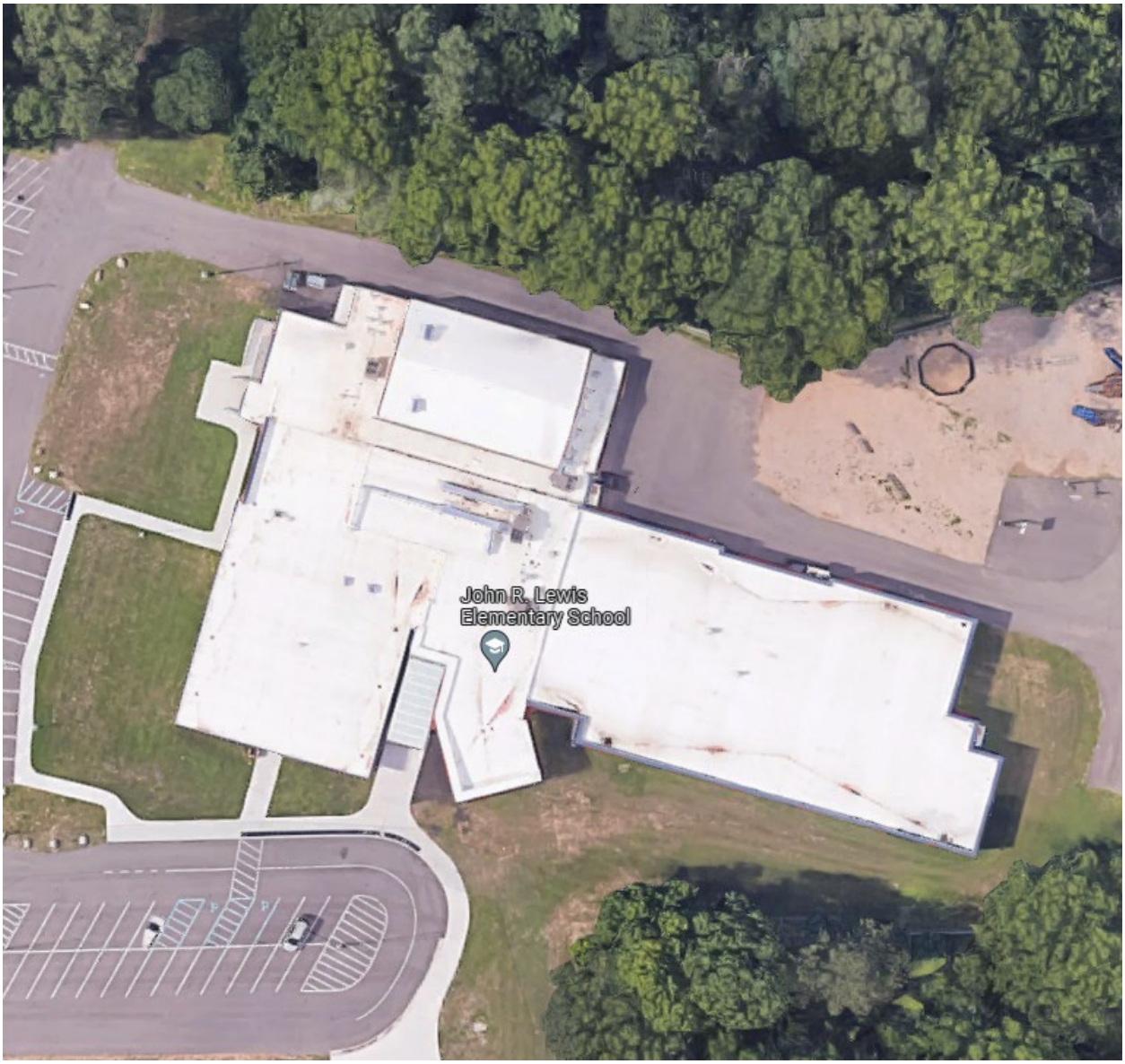
Building(s) Size (ft^2):	Usage (kWh/ft^2):	Electric Cost ($/ft^2$):	Usage (CCF/ft^2):	Gas Cost ($/ft^2$):
46,166	2.44	$0.38	4.67	$0.27



Building: Bennett/Montessori Elementary

Building Address: 820 Bennett St. Jackson, MI 49202

Building(s) Size (ft^2):	Usage (kWh/ft^2):	Electric Cost ($/ft^2$):	Usage (CCF/ft^2):	Gas Cost ($/ft^2$):
36,894	3.86	$0.44	6.98	$0.43



Building: John R. Lewis Elementary

Building Address: 154 W. Clark St. Jackson, MI 49203

Building(s) Size (ft^2):	Usage (kWh/ft^2):	Electric Cost ($/ft^2$):	Usage (CCF/ft^2):	Gas Cost ($/ft^2$):
36,271	3.12	$0.46	0.01	$0.01



Building: Sharp Park Elementary

Building Address: 766 Park Rd. Jackson, MI 49203

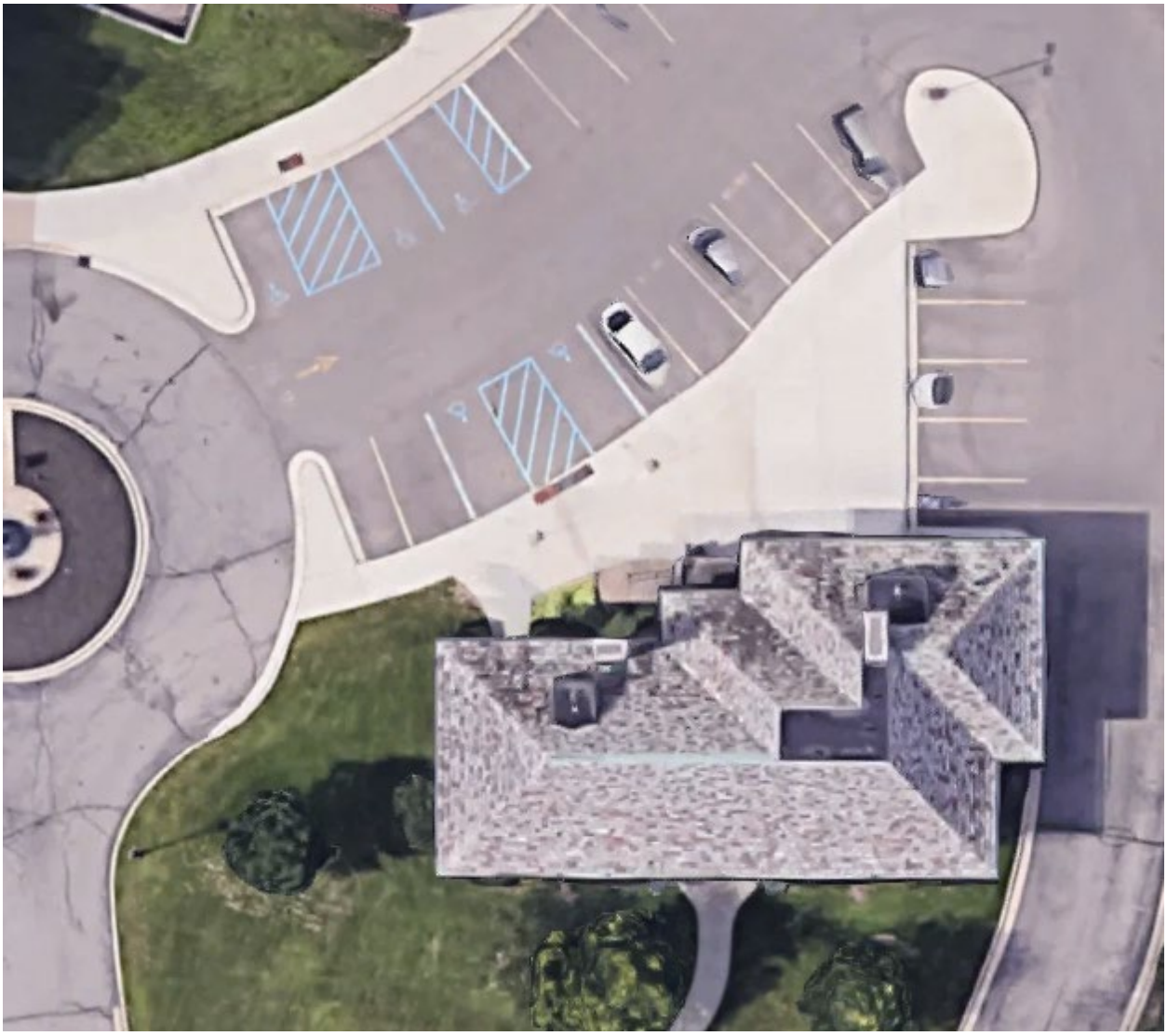
Building(s) Size (ft^2):	Usage (kWh/ft^2):	Electric Cost ($/ft^2$):	Usage (CCF/ft^2):	Gas Cost ($/ft^2$):
30,770	3.19	$0.39	7.13	$0.42



Building: Operations/Transportation

Building Address: 1401 N. Brown St. Jackson, MI 49202

Building(s) Size (ft^2):	Usage (kWh/ft^2):	Electric Cost ($/ft^2$):	Usage (CCF/ft^2):	Gas Cost ($/ft^2$):
23,277	6.23	$0.89	3.82	$0.25



Building: Administration Building

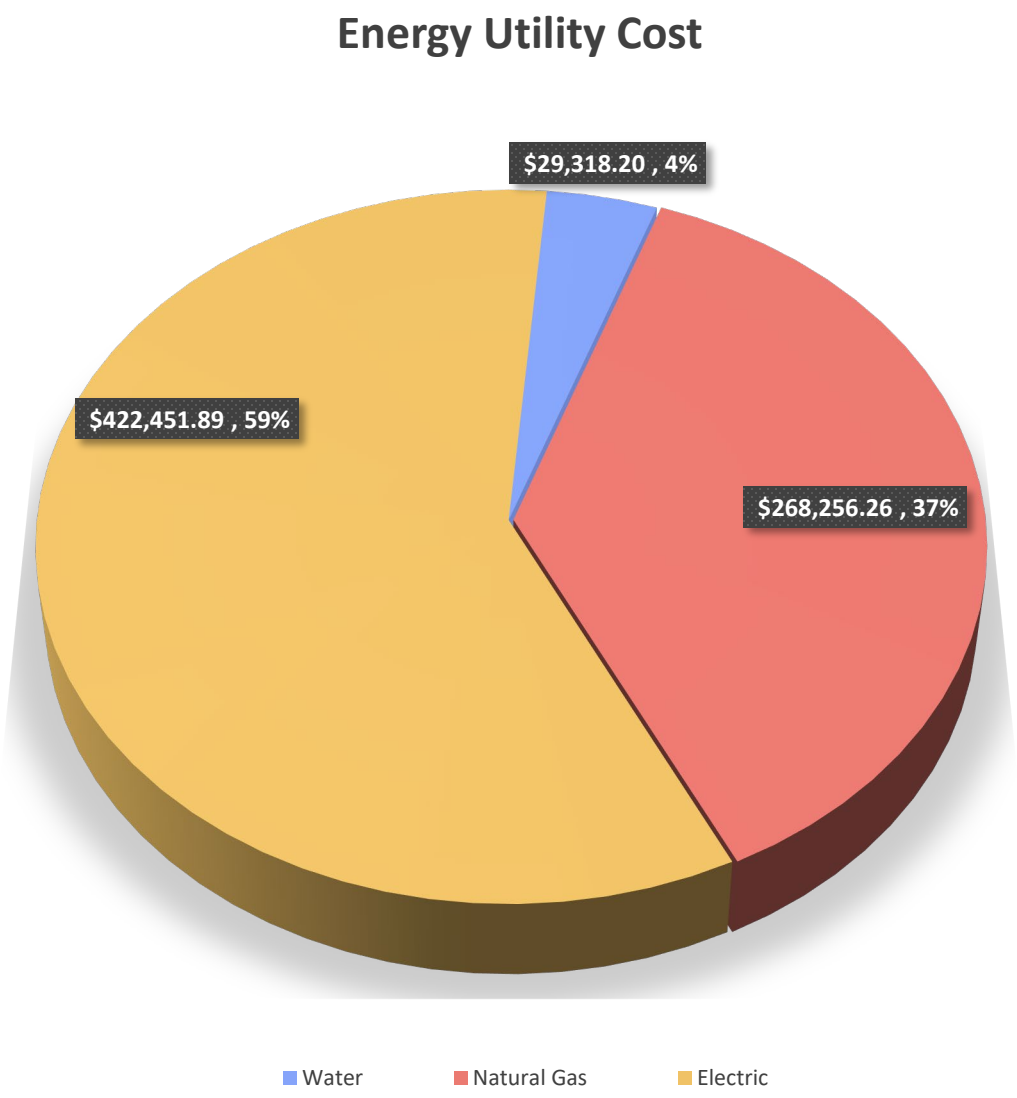
Building Address: 522 Wildwood Ave. Jackson, MI 49201

Building(s) Size (ft^2):	Usage (kWh/ft^2):	Electric Cost ($/ft^2$):	Usage (CCF/ft^2):	Gas Cost ($/ft^2$):
5,974	5.65	$0.90	4.18	$0.40

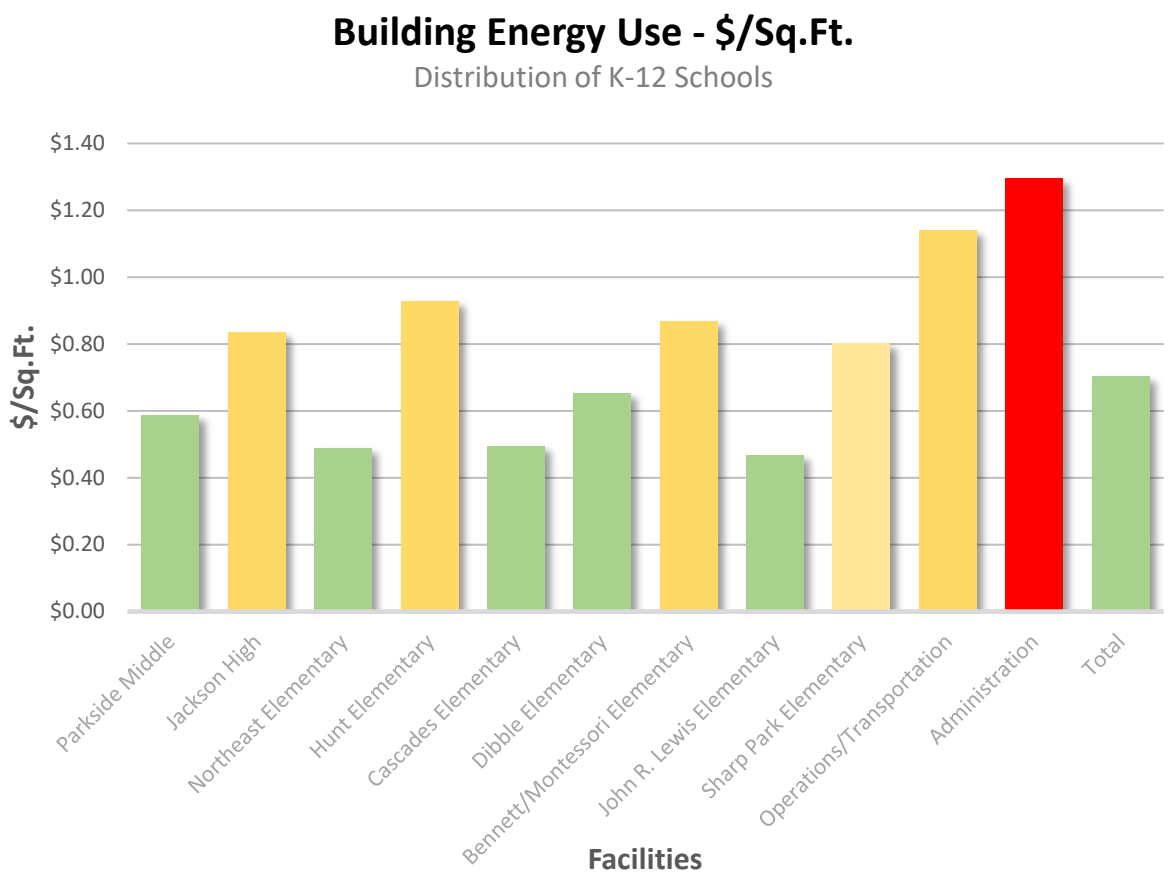
1.2 Annual Utility Summary

Below you will find a breakdown of the current annual utility expenditures Jackson Public Schools with pertinent information on utility rates to follow:

Total Annual Electrical Expense: $720,026



1.3 GCE Assessment $/Sq. Ft.



A	B	C	D	F
≥$0.65	$0.66-$0.80	$0.81-$1.00	$1.01-1.25	$1.26-$1.50≤

Facilities	Sq. Ft.	kBtu	EUI	$/Sq. Ft
Parkside Middle	274,266	146,013,686	532.4	$0.59
Jackson High	262,100	142,489,561	543.6	$0.84
Northeast Elementary	104,000	38,760,429	372.7	$0.49
Hunt Elementary	98,355	71,571,864	727.7	$0.93
Cascades Elementary	61,681	8,578,002	139.1	$0.49
Dibble Elementary	46,166	22,379,750	484.8	$0.65
Bennett/Montessori Elementary	36,894	26,746,876	725.0	$0.87
John R. Lewis Elementary	36,271	410,518	11.3	$0.47
Sharp Park Elementary	30,770	22,715,826	738.2	$0.80
Operations/Transportation	23,277	9,571,519	411.2	$1.14
Administration	5,974	2,660,104	445.3	$1.30
Total	979,754	491,898,136	502.1	$0.71

2 Executive Overview

2.1 Assessment Objectives

The overall strategy is to develop an energy project that maximizes energy savings, energy incentives, and improves the overall infrastructure. The focus of this analysis is on the project being financially beneficial for the entire life cycle of the project. Energy savings have been found in many areas that have relatively fast payback times and that make a positive impact on cash flow. The financial highlights associated with your project are:

Total energy savings (annual):	**$195,731**
Energy savings:	**$195,731**
Operational savings:	**$54,160**
Cost Avoidance:	**$59,326**
Total Annual Savings:	**$309,218**

Guaranteed Clean Energy (GCE) analyzed and assessed the following measures in order to fully realize the potential savings associated with this project (that you see outlined above):

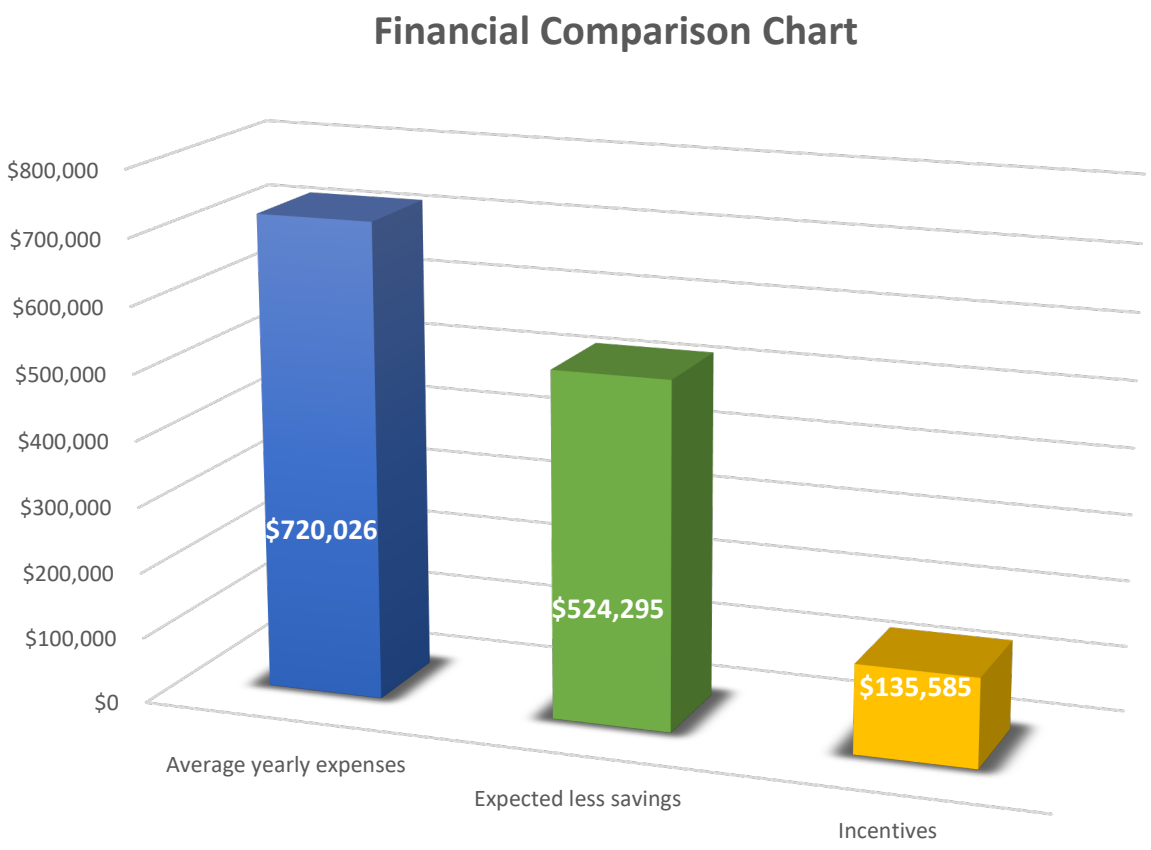
- A review of a calendar years' worth of current utility bills used by your facility, in order to analyze consumption needs and to find any errors or opportunities in the billing
- A review of the relevant blueprints and/or drawings associated with your facility in order to conduct the load balancing measure of your current electrical panels
- A review of the lighting infrastructure currently in place in your facility in order to determine which upgrades are needed
- A number of other energy measures, as applicable to the unique needs of the facility and outlined in Section 6: Energy Efficiency Measures - Savings Opportunities

2.3 Financial Overview of Project

Based on the information gathered and the energy recommendations implemented, Jackson Public Schools would permanently eliminate at least 1,289,085 kWh of electric, 4,972 MCF of natural gas and 929,000 gals of water, which at the current rate would realize a guaranteed energy savings of $173,734.

Jackson Public Schools can also expect to realize additional incentives in the form of $135,585 in rebates and matching grants. The incentives are all received up-front, allowing the cash flow impact to be immediately positive. The total financial impact over the life of the project is summarized in the following two figures, which show current expenses and future expenses after both energy savings and incentives have been realized.

As illustrated below, the average annual expense is reduced to $524,295 per year for the next 15 years at current rates.



3 Energy Equity

3.1 GCE Funding

As part of the energy capital creation strategy, your facilities have qualified for energy capital to be invested into projects that show real guaranteed savings. This capital has been qualified based on the relationship of energy savings to life cycle of the energy upgrades.

- Utility Consumption
- Guaranteed Energy Savings Capacity
- Energy Engineering Completed and Strategic Plan
- Credit and Risk Profile
- Green Energy Participation

Capital Created	
Capital Years:	Up to 20 years
Estimated: Efficiency Budget	$5,300,000

3.2 Capital and Funding Process:

Once the scope of work, and the final costs from your energy project have been totaled, a more formal request will be made to request capital from the green loan funds selected. At that time, Guaranteed Clean Energy will administer all engineering data, cash flow, scope of work and other requested project information to qualify for capital programs. If not already supplied, the finance companies will require:

- Three years of audited financials (2020, 2021, 2022)
- 2023 YTD financial statements
- Current year budget
- Project application filled out and signed

A term sheet will be delivered outlining specific rates and years based on the request of the client. At this time, several items are able to be specified to best fit your financial needs. (Typically, 5-10 business days from receipt of all requested credit and project documents)

- Rate
- Length of term
- Type of capital structure
- Construction period
- Specific requests

The term sheet will be shopped in the market to determine the best fit for funding your project and will be returned with a formal offer and closing documents. All financing process is done as a service, and any offer from private relationships or existing banking relationships are encouraged.

4 Efficiency Incentives

4.1 GCE Incentives Specialty

Guaranteed Clean Energy, as your energy developers, specialize in identifying and securing incentives and rebates for energy projects. Our staff experience in the field is extensive, as key personnel have guided rebate programs for some of the largest utility companies in the country.

Our experienced staff has prepared and will continue to work to employ a strategy that designs energy measures that are both efficient long-term and that also maximize existing incentives and rebates throughout the project completion.

Our work with incentives is a large competitive advantage over other firms, and a completely different level of expertise than dealing with contractors. It is also why our non-disclosure is part of our agreement, as some of these programs have taken us years to develop. **All incentives go directly to the customers in their entirety**. Over 20 programs will be referenced to identify the most cost-effective programs for this project.

All energy rebate/incentive figures are best estimates from experience, as the utilities/programs mostly do not offer guaranteed rebate amounts until completion of the project and full inspection. Our team will always be responsible for building the energy incentives and rebates package and will stay involved throughout the entire process.

All paperwork will be primarily handled and administered by GCE or the contractor in the specific measure, and from time-to-time documents may require customer interaction.

4.1.1 Funding mechanisms and incentives:

GCE has energy finance products and systems that keep the cost of money low for energy infrastructure projects. We offer financing as a service, but do not make any commissions or origination fees for financing. Our experience will help to guide you through the financing process, regardless of if you choose to use: 1) GCE for financing, or 2) you have your own capital, or 3) your own lines of credit.

4.2. Utility Rebates

The local electric utility company that you have service with, Consumers Energy, *does* offer rebates that can be associated with the specific scope of work for this project. We have contacted them directly, and negotiated along with the selected measures to capture the largest available rebate based on the work that is being accomplished. A list of available measures and savings per individual project can be found below:

- Consumers Energy – Exterior LED Lighting
- Consumers Energy – HVAC Variable Frequency Drives Rebate
- Consumers Energy – Refrigerated Motors
- Consumers Energy – Web-Based BAS, Temperature Setback
- Consumers Energy – Boiler Tune-Up
- Consumers Energy – Demand Ventilation and Occupancy Sensor - $0.20/sq.ft.
- Consumers Energy – Custom Incentive - $0.10/kWh and $12/MCF

***Rebates are based on conversations with Consumers Energy representatives, and will need to be applied for with final approval to be decided by Consumers. Rebates are based off of 2023 incentives and maybe subject to change regarding new incentive/rebate programs for 2024. Each measure has a pre-approval process, so you and our team will know before taking action on any measure what the final rebate number will be ahead of time.**

4.3 Incentives

At Guaranteed Clean Energy (GCE), we have diligently pursued a wide array of financial opportunities for Jackson Public Schools to make their transition to sustainable energy sources more affordable and beneficial. Our extensive research has uncovered numerous incentives, rebates, tax credits, and loans specifically catered to assist in the funding of this endeavor. Here's an overview of the potential funds identified:

One Time Incentives:

- Standard Consumers Energy EV Charger Rebate: $70,000
- Power MI Fleet Custom - $264,000
- EPA Clean School Bus: $8,295,000

Annual Incentives:

- Demand Response Program: $6,000
- Health and Wellness Box: $48,600

Non-Cash Incentives:

- Consumers Energy Charging Infrastructure Incentive: $170,000
- Commercial Vehicle Tax Credits: $945,000
- Accelerated Depreciation: $420,000
- Alternative Refueling Tax Credit: $100,000

Estimated on Completion:

- USDA Energy Audit: $30,000
- National Resource Trust Fund (Stadium Lighting): $30,000
- MI HUD Opportunity Zone - $85,000
- Vehicle-to-Buildings: $1,800 (Annual)

Total Incentives Year-1: $10,465,400

We are committed to maximizing these funds to reduce upfront costs, improve the return on investment, and enhance the sustainability efforts of Jackson Public Schools. Our team will continue to monitor and search for additional funding opportunities as they become available.

4.3.1 Health and Wellness Packs

The Health and Wellness is a new program founded in 2022 to provide an innovative, accessible, and affordable health resource delivery system.

The mission is to empower individuals by granting them immediate access to vital health resources, promoting enhanced health outcomes, elevating their quality of life, and advocating for equity within healthcare systems. It is focused on fostering equity in healthcare, battling food insecurity, and addressing health inequality.

The program is a “health and wellness box” service providing monthly “Health Packs” filled with a range of essential products. Health packs are tailored to optimize your eligibility for government benefits and cater to your unique needs. The “Health Pack” may include rapid antigen and/or PCR Molecular COVID tests, other over-the-counter health tests, essential vitamins and wellness products, real-time monitoring for blood pressure and glucose, access to healthy food and supplies, acute medicine and antibiotics, product samples, and discount coupons.



The program is accessing eligibility for vital private insurance and government programs such as Medicare, Medicaid, WIC, SNAP, CHIP, TRICARE, and others. For those eligible, there are typically $0 out-of-pocket costs. It is organized and managed by private third-party program managers.

For schools, we will be able to enroll all participants in the free lunch programs.

For Jackson we are estimating: 2,700 of your estimated 4,400 students will be eligible. The financial incentive to the school for administration of the program is $1.50 per student that enrolls in the program.

$4,050 per month with full participation (2,700 eligible students X $1.50) - $48,600 Annually

There are additional administrative benefits for enrollments that happen through the student’s household, as each person in the household of an eligible student is able to participate. Each participant is also $1.50 to the school for admin fees. Also, any additional Rx programs will create additional funding.

4.4. Utility Rate Structure

The commodity desk for GCE analyzes each specific customer to ensure that energy efficiency/reduction projects run in tandem with how the customer procures electricity going forward.

This part of the process is very important to the comprehensive due diligence by GCE to better understand the following for your organization:

- Usage Patterns: Are there any behavioral patterns currently impacting cost?
- Rate Structures: Does the commodity rate structure match our efficiency goals?
- **Contractual Terms: How does decreased usage affect/trigger contractual penalties?**
- Commodity Opportunities: Is the current or future market offering procurement opportunities?
- Demand-side Management: Analysis of power factor, transmission/delivery fees, tariff analysis
- Asset Monetization: Do you have any assets underutilized for income opportunities?

The commodity team has taken into account all of the above and provided the following conclusion:

1. Analysis of the historical usage data did not reveal any anomalies in usage patterns, demand-side management, or asset monetization.

2. Any consideration of future electricity procurement should include **favorable contractual language that will not penalize Jackson Public Schools for usage reduction**.

Consumers Energy
Count on Us®

Need to talk to us? Visit **ConsumersEnergy.com**
or call **800-805-0490**
Hearing/speech impaired: Call 7-1-1

Service Address:
544 WILDWOOD AVE; JACKSON MI
49201-1013
Account: **1000 0003 9212**

Account Information

Bill Month: December
Service dates: 11/01/2019 - 11/30/2019
Days Billed: 30
Portion: 93 12/19

Rate Information

Elec ROA Gen Pri Rate GP Com
Rate: 2200
Customer Voltage Level: 3
Billing Demand: 516.0
Historical Max kW: 643.0
Power Factor: 0.83

Meter Information

Your next scheduled meter read date is on or around 12/31/2019

Electric Service:
Standard Meter
Meter Number: 80043461
POD Number: 0000003556893
Beginning Read Date: 11-01
Ending Read Date: 11-30
Beginning Read: 347
Ending Read: 570 (Actual)
Differential: 223
Constant: 800
Usage: 178400 kWh

Total Metered Energy Use: 178400 kWh
Recorded Actual Interval Usage: 178827 kWh
Total Recorded Interval Usage: 178827 kWh

December Energy Bill

Invoice: 207145613806

Account Summary

Last Month's Account Balance	$3,399.39
Payment on November 26, 2019	$3,399.39-
Balance Forward	$0.00

Payments applied after Dec 02, 2019 are not included.

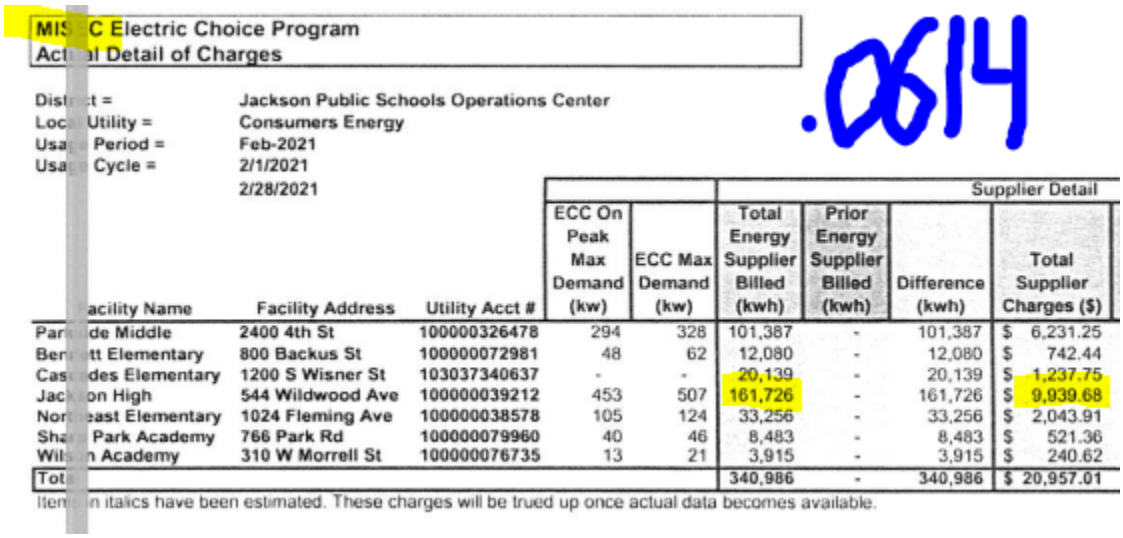
Electric Charges

System Access		$100.00
Distribution	178827@ 0.013386	$2,393.78
Dist. Tax Reform Credit	178827@ 0.000348-	$62.23-
Educational Credit	178827@ 0.000571-	$102.11-
Energy Efficiency		$1,123.89
Power Factor Adjustment		$11.46
Low-Income Assist Fund		$0.92
Total Electric		**$3,465.71**
Total Energy Charges		**$3,465.71**

Amount Due: **$3,465.71**
by December 26, 2019
If you pay after the due date, a 2% late payment charge will be added to your next bill.

$ .0195

Please make any inquiry or complaint about this bill before the due date listed on the front.
Visit **ConsumersEnergy.com/aboutmybill** for details about the above charges.



MI C Electric Choice Program
Act l Detail of Charges

.0614

Dist t = Jackson Public Schools Operations Center
Loc Utility = Consumers Energy
Usa Period = Feb-2021
Usa Cycle = 2/1/2021
2/28/2021

acility Name	Facility Address	Utility Acct #	ECC On Peak Max Demand (kw)	ECC Max Demand (kw)	Supplier Detail: Total Energy Supplier Billed (kwh)	Supplier Detail: Prior Energy Supplier Billed (kwh)	Difference (kwh)	Total Supplier Charges ($)
Par de Middle	2400 4th St	100000326478	294	328	101,387	-	101,387	$ 6,231.25
Ber tt Elementary	800 Backus St	100000072981	48	62	12,080	-	12,080	$ 742.44
Cas des Elementary	1200 S Wisner St	103037340637	-	-	20,139	-	20,139	$ 1,237.75
Jac on High	544 Wildwood Ave	100000039212	453	507	161,726	-	161,726	$ 9,939.68
Nor ast Elementary	1024 Fleming Ave	100000038578	105	124	33,256	-	33,256	$ 2,043.91
Sha Park Academy	766 Park Rd	100000079960	40	46	8,483	-	8,483	$ 521.36
Wil n Academy	310 W Morrell St	100000076735	13	21	3,915	-	3,915	$ 240.62
Tot					340,986	-	340,986	$ 20,957.01

Ite n italics have been estimated. These charges will be trued up once actual data becomes available.

4.4.12 Utility Cost Recovery and Refund

Utility based taxes and State fees fluctuate constantly, but the Utility Company doesn't always adjust your bill to reflect these changes. In most cases, utility customers have been overcharged thousands of dollars, and would have no way of knowing. Experience makes a difference; our legal team specializes in auditing the taxes and rate structures, but also locating billing errors that can add up to, in some cases, $10,000- $100,000 per year. Our team also has the time and clout to fight the utilities and secure the cash settlement in a timely and reasonable manner.

Customer steps:

1) Provide 1 month's bill of the utility/utilities you'd like reviewed,
   a) **SUBMITTED** (Electric, Gas, and Water)
   b) **REQUESTING** (Telecom and Internet)
2) Submit a LOA (Letter of Authorization) with your company's letterhead.
   a) **REQUESTING** Updated LOA Signature
3) Submit a signed copy of the Contingency Agreement with the services you want audited.
   a) **REQUESTING:** Agree to terms for conducting holistic energy billing audit

If we discover you've been over billed, we will work to procure a refund and renegotiate your bill to ensure future billing is accurate. When successful, any funds recovered and savings negotiated will be split 50/50 to recover the cost of our expert team of auditors. The current average is 87% success rate.

4.3.2 Utility Cost Recovery: Uncovering Hidden Overpayments

In the extensive landscape of managing various facilities within institutional frameworks – from K-12 school districts to municipalities – one task often goes unnoticed – the auditing of utility bills. Due to the intricate fee structures and rate schedules of utility companies, these institutions can easily fall prey to billing errors, leading to significant and unnecessary financial burdens. However, a solution lies within a strategy known as Utility Cost Recovery.

Beginning a Utility Cost Recovery initiative involves a meticulous audit of utility bills and Customer Service Records (CSR) for the past 36 to 58 months. This audit, typically spanning 8 to 10 weeks, investigates a wide range of utilities, such as:

- Electric
- Natural Gas
- Water/Sewer
- Telecommunications (Local, Long Distance, Cellular)
- Internet/Data

The objective of this in-depth scrutiny is to identify and correct any discrepancies. This process has the potential to secure substantial refunds from utility service providers and ensures more accurate billing moving forward, leading to long-term cost savings.

During these detailed audits, various common errors are often identified, including:

- Stormwater Miscalculations, where impervious surface areas are incorrectly assessed.
- Cooling Tower Overcharges, where evaporated water is inaccurately billed as sewer usage.
- Missed Irrigation System Credits, as this water doesn't enter the sewer system.
- Incorrect Energy Rates and Tariff Charges, where institutions are not on the most beneficial rate schedule for their usage.
- Metering Discrepancies from meter malfunctions, incorrect meter readings, or misapplied meter constants.
- Tax/Surcharge Errors where institutions are incorrectly charged for taxes or surcharges from which they are exempt.

Once these errors have been unearthed, the road to recovery begins. This involves alerting the utility provider, substantiating the billing error, and initiating negotiations for refunds or credits. While the process can be intricate and time-consuming, the potential savings render it a worthwhile endeavor.

Following the successful recovery of overcharges, the strategy shifts to prevention, ensuring future errors are mitigated. This calls for regular reviews of utility bills, vigilant monitoring of usage, and maintaining open communication with utility providers to ensure future bills are accurate.

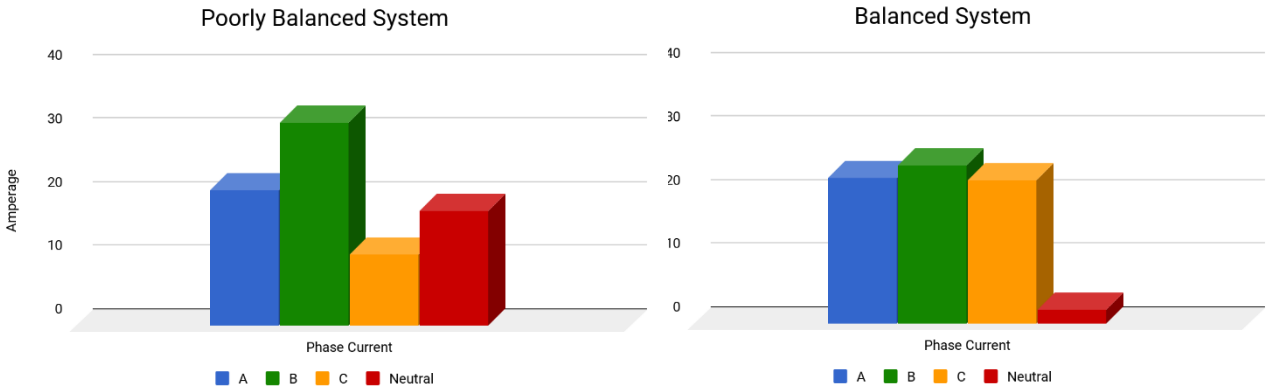
Given the complexities of this process, many institutions might find it beneficial to employ the services of firms specializing in utility cost recovery. These firms typically operate on a contingency basis, meaning that the institution incurs a cost only if the audit successfully identifies overpayments.

By proactively implementing a Utility Cost Recovery strategy, institutions from school districts to municipalities can uncover significant savings. These recovered funds can then be redirected back into their core missions, whether that's providing quality education or delivering essential public services.

5 Phase 1 - Energy Efficiency Measures - Savings Opportunities

5.1 Power Optimization (Voltage Optimization & Power Factor Correction)

A load balancer is an essential hardware tool that functions as an energy distributor. It gathers energy and uniformly spreads it across numerous power branches, enhancing the electrical efficiency of a facility. By equalizing energy distribution, a load balancer eases the draw on your facility's electric meter at any given moment, leading to a slower spin on the meter. This effective action reduces both electric consumption and, more crucially, demand.



A simplified depiction of a balanced power factor correction system (right), in comparison with a poorly balanced system (left). In a balanced system, the amount of electricity your facility loses due to waste (as depicted by the "neutral" column) is minimal.

Load balancers enhance performance by maintaining a consistent energy flow throughout a building's entire electrical network. The more uniform the electric flow through your lines, the more effectively your building draws energy from the meter. Three-phase electric power is a common method employed by electrical grids for generating, transmitting, and distributing AC electric power. It is also used to power large motors and heavy loads, such as HVAC and manufacturing equipment. Our work mainly focuses on these heavy loads to determine how to improve balance.

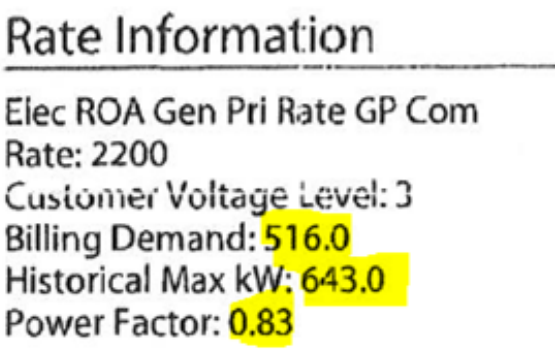
Achieving perfect load balancing can be challenging, but the closer the neutral is to zero, the better. Generally, a three-phase system within a facility evenly distributes the necessary energy required by the equipment. A perfectly balanced (and thus most efficient) electric panel requires all three phases to draw the same amount of energy simultaneously. If the phases are not balanced, the neutral circuit takes on the task of carrying the unbalanced load. This leads to energy loss, manifesting as heat in conductors and transformers, which not only shortens the lifespan of electrical devices but can also pose safety hazards. Systems developed by the U.S. Department of Defense aim to minimize the "Mean Time Before Failure" (MTBF). This imbalance also results in financial waste as the full amount of paid electricity isn't utilized due to the aforementioned wastage.

Power factor, a value between 0 and 1 (or a percentage from 0 to 100%), measures the effectiveness of power usage in an electrical system. A power factor of 1.0 (or 100%) represents a perfectly efficient system, indicating that all power provided by the utility is used for productive work like operating appliances or lights. However, many real-world electrical systems are inductive due to the presence of devices like motors, transformers, and lighting ballasts. These cause a phase difference between current and voltage, resulting in a power factor less than 1.

When the power factor is less than 1, more current is needed to deliver the same amount of useful power, adding stress to the utility's distribution network and potentially increasing losses due to resistive heating of conductors. As such, many utility companies impose penalties on the utility bill if the power factor dips below a specified threshold, usually around 0.95 or 0.90.

5.1.1 Analysis of Current Practices

By analyzing your facility's equipment, utility bills, and the electrical blueprints and/or drawings, GCE can map out how your building draws power, and where unbalanced loads are most likely to occur. Your utility bills are almost 20% based on the demand side of your bills as seen below. Focusing the efforts on reducing the peak demand of electricity will make almost as much difference as reducing usage.



The largest energy demand within a facility typically lies with the HVAC system and lighting. With cooling being the primary draw. Air conditioning requires a large initial push to start the systems, as well as a significant amount of energy to continuously ventilate cool air throughout the demand period.

Analysis of your facilities' electrical system, electrical usage, and electrical blueprints and/or drawings has been conducted and no- Voltage Optimization & Power Factor Correction systems were found to be in place.

5.1.2 Recommendations for Improvements

Improving the power factor through voltage optimization involves strategically managing the supply voltage to maximize the efficiency of the electrical system. This can be an effective strategy because many electrical devices operate more efficiently at certain voltages, and by ensuring they receive the optimal voltage, their power factor and overall efficiency can be improved.

Improvements to consider to correct power factor:

- **Power Factor Analysis:** The first step is to conduct a thorough analysis of your power factor under different operating conditions and times of the day. This should involve measuring the power factor at various points in your electrical system to identify where and when problems occur.
- **Voltage Optimization Equipment:** Invest in voltage optimization equipment, which can be installed in your electrical system to regulate and optimize the supply voltage. This equipment uses transformers and a range of control techniques to ensure that electrical devices receive the optimal voltage for their operation. *(Jackson Public High School)*
- **Energy Efficient Devices:** Where possible, replace older, less-efficient devices with newer, energy-efficient ones that operate more effectively at a wider range of voltages.
- **Regular Monitoring and Maintenance:** Regularly monitor your power factor and the overall health of your electrical system. Implement a preventative maintenance schedule for your voltage optimization equipment to ensure it is always functioning correctly.

The goal is to maintain a power factor as close to 1 as possible. By doing so, you will improve the efficiency of your electrical system, potentially reduce your utility bills by avoiding power factor penalties, and increase the longevity of your electrical equipment. As always, consult with an energy efficiency expert or electrical engineer before making significant changes to your electrical system.

5.2 Smart Walk-In Coolers & Freezers

Walk-in coolers and freezers (walk-ins) are large, insulated refrigerated spaces with access door(s) large enough for people to enter. Walk-ins are used to temporarily store refrigerated or frozen food or other perishable items. Walk-ins are in all almost every school kitchen, providing safe storage of food.

By nature, this has a significant energy consumption in order to maintain the temperatures at all times. Small additions can be made to improve the efficiency, without impacting the functionality which is vital.



Refrigeration is important for maintaining a proper, unbroken cold chain. Using dairy as an example, after the cows are milked, their milk is pasteurized and rapidly chilled. Once the milk has been chilled, it must be maintained at that low temperature from the farm to table, including during bottling and shipping. If the cold chain is broken, bacteria or fungus can grow, making the food unsafe for human consumption. The United States Department of Agriculture requires that refrigeration systems have an internal temperature of 40°F or below for refrigerated food and 0°F for frozen food.

5.2.1 Recommendations for Improvements

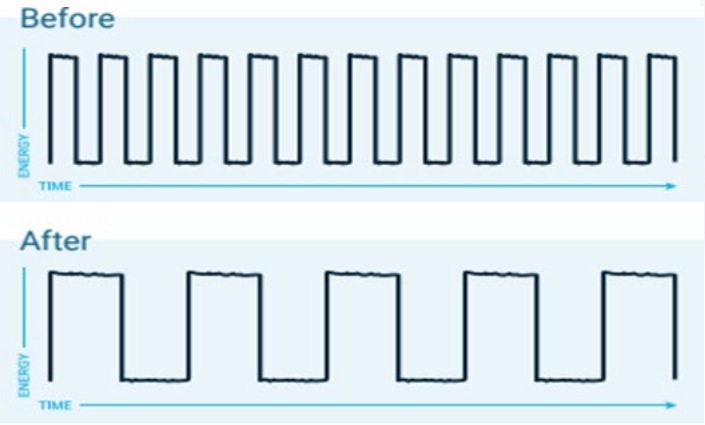
Thermostat Retrofit - When a walk-in is full, the contents acts as an ice blocks themselves, holding low thermal energy, providing a stable temperature level. Walk-ins however, typically operate by measuring the ambient temperature. When opened, warm air floods the cold space, triggering the coolers to turn on and start cooling. By retrofitting the thermostats with a specialized gel to simulate food temperatures, the equipment will follow a more stable temperature curve eliminating unnecessary cooling. This reduces cycling of the compressors and the runtime of the equipment, while maintaining the targeted setpoint, saving energy and reducing maintenance cost.

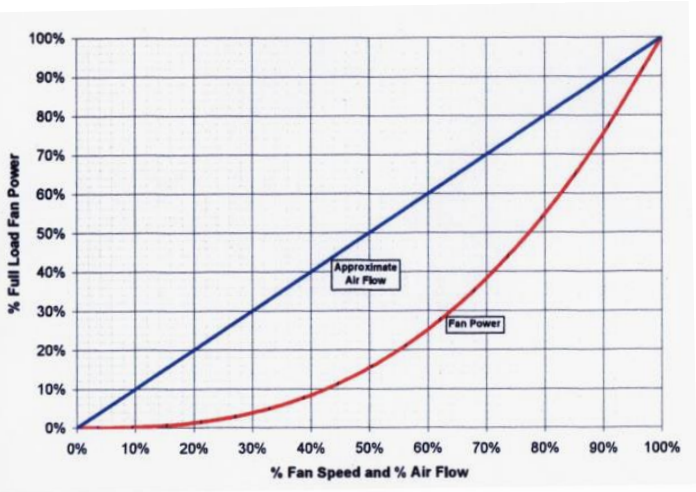
Electronically Computed Motors and Controls - Electronically Computed Motor (ECM), maximize Advanced Motor Controller functions by sensing the operational status of the cooling system and controls the speed of the EC evaporator fans. When the thermostat inside of the walk-in cooler or freezer is satisfied, the compressor cycles off.



The EC Motor controls will sense the cycling off of the compressor resulting in the motor switching to the slower speed. The electrical power consumed by the fan results in significant heat to be released inside of the refrigerated space. By operating the fan at a lower speed, a high efficiency of operations is achieved as well as less heat generating resulting in a significant reduction the operations of the cooling system, providing additional savings from reduction use of the compressors not provided from an EC motor alone. Benefits to the walk-ins include:

- Higher Efficiency – significantly more efficient when compared to AC motors, ECMs maintain a high level of efficiency, and can reduce operating speeds which AC motors are not able to do even with a VFD, resulting in an increase in energy efficiency and a reduction in operating cost.
- Lower Operating Temperatures: EC Motors' high efficiency means more desirable function from the fan will less heat waste generated inside of the refrigerated space.
- Extended Life – due to the lower operating temperatures, true ball bearings, and varied start-up speeds, all reduces stress that causes wear.
- Refrigeration Monitoring and Alarm System – provides automatic temperature readings for food staff guidelines easing operational tasks and alerts if temperture drops of units faillures occur.





For refrigeration applications, VFD's are overkill as only two speeds are necessary to improve functionality, Full speed when the cooling system is running and a low speed when the system is idle to save energy and reduce heat introduced into the refrigerated space.

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5.3 Heating, Ventilation, and Air Conditioning (HVAC)

Heating, Ventilation, and Air Conditioning (HVAC) is a complex system that is installed in buildings to regulate indoor air temperature, humidity, and air quality. It involves the use of various components such as air conditioners, heat pumps, furnaces, boilers, ventilation fans, and ductwork. The primary function of HVAC systems is to provide a comfortable and healthy indoor environment for occupants by ensuring proper air circulation and temperature control. HVAC systems work by taking in air from the environment, filtering it, heating or cooling it as necessary, and then distributing it throughout the building using a network of ducts and vents. Proper design and installation of HVAC systems are crucial to ensure optimal performance and energy efficiency, and regular maintenance is essential to prevent breakdowns and prolong the lifespan of the system. HVAC systems are an essential component of modern buildings, providing comfort, health, and safety to occupants while also contributing to energy efficiency and sustainability efforts.

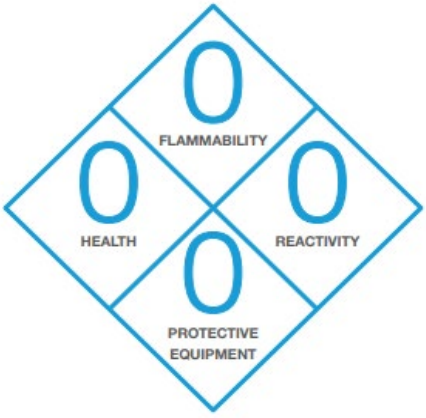
5.3.1 Recommendation for Improvement (Bio Enzymatic Cleaning and Laminar Flow)

(Bio Enzymatic Cleaning)

During our conversations with maintenance staff, it appears the preferred method for cleaning evaporator coils is to vacuum them once per year. Though this method will remove superficial surface debris, it will not penetrate the larger, thicker transverse coils that we see utilized in the High School AHU's. These coils can be up to 8 inches thick and dirt is typically pushed to the middle of the coil. There, reduced air flow changes the delta T (temperature differential) across the coil for the specific units.

It is particularly recommended to clean the larger units in the high school with this solution because of the efficiency impact it can have on larger systems heat exchange characteristics.

Treat all HVAC and refrigeration condenser and evaporator coils with a patented enzyme to perform deep cleaning of the heat exchanger coils. These enzymes are injected into the coils in a foam phase and as they migrate through the coil, both the enzymes and the foam quickly breakdown all the dirt, grime, and biofilm deposits that have formed deep within the coils. When the cleaning process is completed, air flow and heat transfer of the coils are fully restored. This greatly improves the overall energy efficiency and useful life of a buildings HVAC system while also greatly improving a buildings indoor air quality.



NO SHUTDOWN REQUIRED/No Hazards chemicals/ Odorless

The goal is to remove biofouling throughout the entire depth of the coil and achieve the following:

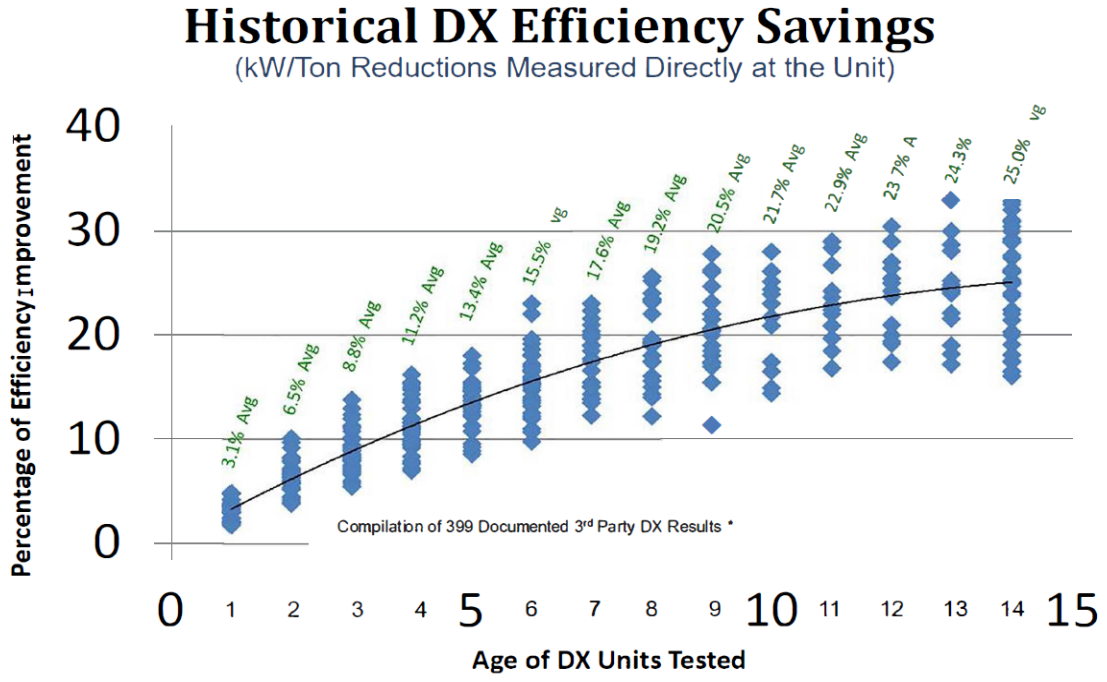
- **Coil Disinfection:** The patented enzyme treatment process combats the problem of bacteria, biofilm, mold, viruses, and fungi growing deep inside the coils.
- **Coil Restoration:** Coils that are struggling to perform at peak efficiency can now be salvaged. By removing biofilm, we can restore the coils airflow and heat transfer, greatly improving the HVAC systems efficiency and performance.
- **Coil Life:** extends the useful life of your HVAC so that you can avoid unnecessary and costly coil replacement.

Laminar Flow

Introduce molecular laminar flow improvements to cooler/freezer systems to reduce inefficiencies caused by oil fouling and accumulation on the internal surfaces of the heat exchangers. As previously mentioned, there are significant savings for most refrigeration systems with extended compressor life and improved heat exchange efficiency driving the savings. Oil starvation and loss of lubricity is the single greatest factor in premature compressor failure. Uses of an advanced, multi-patented state of the art molecular nanotechnology in liquid form designed and manufactured to boost the cooling performance and heat exchange characteristics of any refrigeration system.

These products have been proven to dramatically increase cooling efficiency across thousands of units for many Fortune 500 companies around the world with numerous laboratory tests and performance endorsements.

To summarize, we intend to address the main factors of cooling performance drop offs such as thermal degradation from oil film buildup, decreased lubricity on internal compressor parts, and unnecessarily long run and cycle times.



5.3.2 Refrigerant Retrofit

On January 1, 2010, the Environmental Protection Agency (EPA) implemented a ban on the production and import of R-22 (Freon), except for continuing servicing needs of existing equipment. After 2020, only recovered, recycled, or reclaimed supplies of R-22 are available. The EPA also banned the manufacture and installation of new R-22 AC or heat pump systems.

It was banned for two main reasons, the significant detrimental effect on the ozone layer, and its poor efficiency when it comes to energy consumption. As a result, manufacturers of AC and heat pump equipment redesigned their systems to accommodate other refrigerants, such as R-410A, a chlorine-free refrigerant.

The refrigerant in your AC or heat pump is the fluid that flows inside the coils in your equipment. With the help of your system's compressor, condenser and evaporator, various pressures are imposed on the refrigerant causing it to transform physically between liquid and gas states. This physical change makes the substance either hot or cold. As its pressure changes, it readily absorbs or gives off heat to the air passing over the coils, changing the temperature of that air. Eventually, this comfortable air makes its way to the rooms in your building.



5.3.2.1 Recommendations for Improvements – Refrigerant

There are 2 options for replacement of R22:

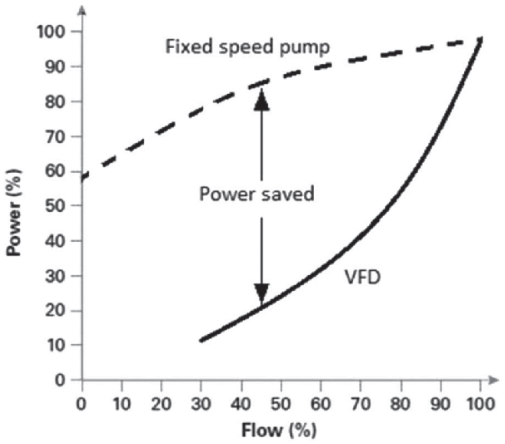
- Option 1, is a refrigerant replacement only solution. It is a patented refrigerant that operates more efficiently, and within the same pressure as R22, so it simply is a refrigerant cost and labor cost. This application also applies to R-410A compatible units.
- Option 2 is a Retrofit. A licensed professional can retrofit your current R-22 refrigerant system to work with another refrigerant often R-410A. Converting an R-22 system to a non-patented refrigerant is like converting a diesel engine to run on gasoline; it can't be done without making physical changes to the system. This is commonly referred to as a "retrofit" replacement which does require physical parts and engineering analysis. So, a proper retrofit requires extensive experience and expertise.

In the case of HVAC systems, conversion requires replacing the R-22 compressor, evaporator and condenser, and pressure gauges and valves with units designed to run with for example, R-410A. Sometimes the copper lines connecting the components also must be replaced, but it may be possible to clean, flush and dry the lines if they can handle the higher pressures of R-410A. Also, safe disposal of refrigerants regulated by the EPA is mandatory.

5.3.3 Variable Speed/Frequency Drives

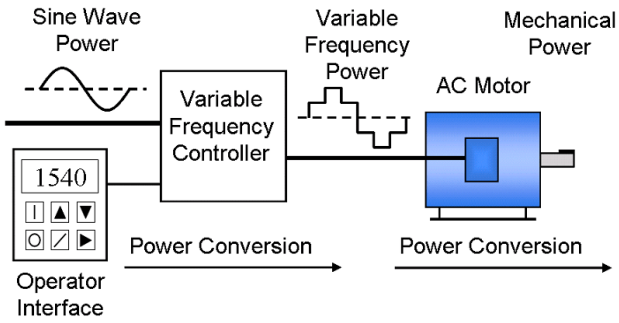
A variable frequency drive (VFD) is an electronic device that controls the speed and torque of an electric motor by adjusting the frequency and voltage of the power supplied to it. The VFD uses a series of electronic components, including power transistors, diodes, and capacitors, to convert the incoming AC power into DC power, and then back into AC power at the desired frequency and voltage.

One of the most significant benefits of using VFDs is their ability to reduce energy consumption by controlling the speed of electric motors. Traditional fixed-speed motors operate at full capacity, even when the equipment they are driving does not require the full power. VFDs allow motors to operate at a variable speed, which allows them to match the load requirements of the equipment, resulting in significant energy savings. For example, by using a VFD to control the speed of a pump or fan, the motor can run at a lower speed when the demand is lower, reducing energy consumption by up to 50%.



In addition to energy savings, VFDs can also help to improve the performance and longevity of equipment. By reducing the wear and tear on motors, VFDs can extend the lifespan of the equipment and reduce the need for maintenance. Furthermore, VFDs can help to reduce the noise levels of equipment by controlling the speed of motors and reducing vibration.

Overall, the use of VFDs in building systems can have a significant impact on energy consumption and equipment performance, resulting in reduced energy bills, improved equipment reliability, and lower maintenance costs. With the increasing demand for energy-efficient and sustainable building solutions, VFDs are becoming an essential component in the design and operation of modern building systems.



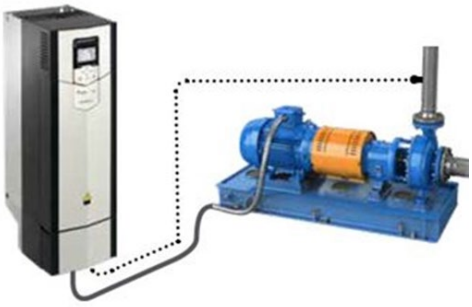
5.3.3.1 Recommendation for Improvement

There are many applications we found that VFD's would create a great ROI and reduce maintenance costs. However, the end devise technology will not lend itself to be effective. For example, Jackson High School has large AHUs that serve heating and cooling air for the class rooms as well as common areas. But the original design was using old Trane Vari-track damper systems that a pneumatically actuated. The design on the Vari-track box coupled with the non-operational valve actuators would not be able to send a signal back to the VFD for it to lower the Hz operation. In order to be effective, one would have to replace the var-track boxes with a true VAV system with a digital controller to open and close the VAV damper based on occupancy and temperature requirements.

There are many reasons why we may want to adjust this motor speed.

For example:

- Save energy and improve system efficiency
- Convert power in hybridization applications
- Match the speed of the drive to the process requirements
- Match the torque or power of a drive to the process requirements
- Improve the working environment
- Lower noise levels, for example from fans and pumps
- Reduce mechanical stress on machines to extend their lifetime
- Shave peak consumption to avoid peak-demand prices and reduce the motor size required



In addition, today's drives integrate networking and diagnostic capabilities to better control performance and increase productivity. So, energy savings, intelligent motor control and reduction of peak-current drawn are three great reasons to choose a VFD as the controller in every motor-driven system.

VFD Improvements will consist of providing and install programmed VFDs on Pumps and AHUs motors. Following the principles of the fan laws of affinity, an enormous and exponential decrease in energy consumption can be realized from simply slowing down the fans and pumps associated with these motors.

5.3.4 Building Automation/HVAC Controls

With almost all energy projects, building controls are among the first and foremost items on the list for analysis and engineering. Building controls for HVAC refer to the hardware, software, and communication protocols that regulate and monitor heating, ventilation, and air conditioning systems in buildings. The purpose of building controls for HVAC is to optimize energy usage, reduce operating costs, and improve occupant comfort and safety.

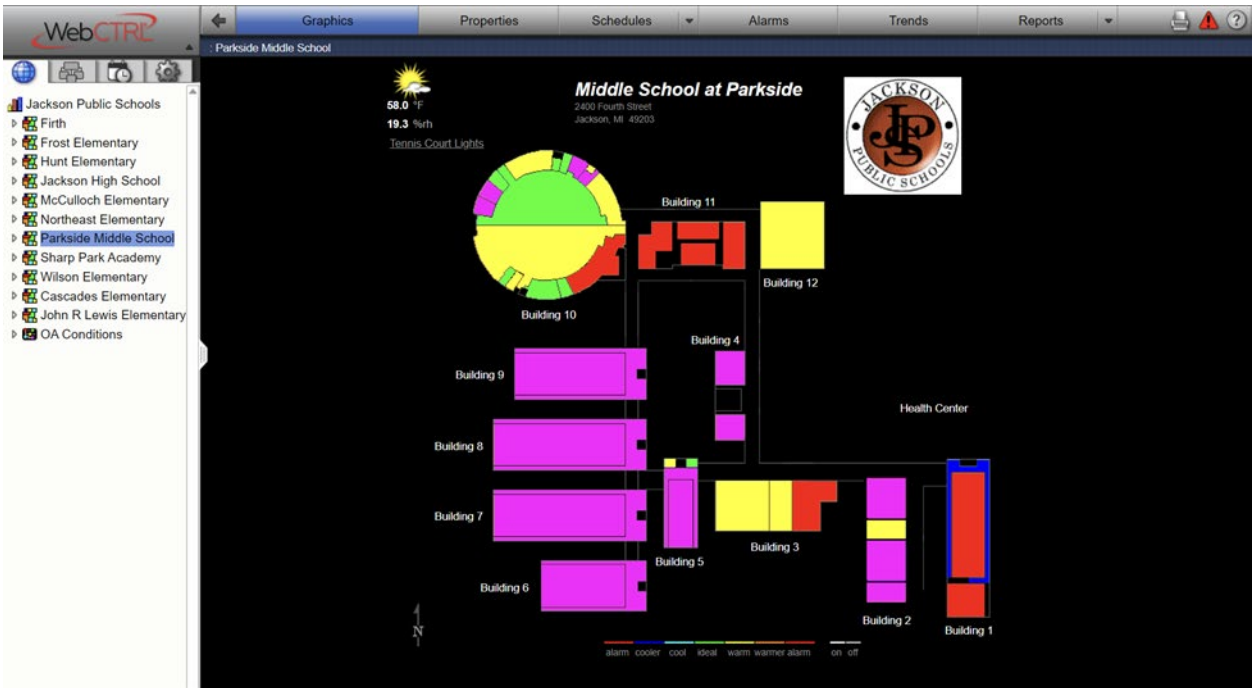
Building controls for HVAC systems can vary depending on the type of system and the needs of the building occupants. However, they typically include the following components:

1. Sensors: Temperature, humidity, pressure, and occupancy sensors are used to gather data on the building's environment and occupancy levels. This data is then used to adjust the HVAC system's performance.
2. Controllers: Building controls for HVAC systems use controllers to analyze the sensor data and make decisions on how to regulate the HVAC system. Controllers can be standalone devices or integrated into a building automation system (BAS).
3. Actuators: Actuators are used to adjust the performance of HVAC components, such as fans, dampers, and valves, based on the controller's decisions.
4. User Interface: The user interface allows building operators to monitor and control the HVAC system. The interface can be a computer, mobile device, or a physical control panel.
5. Communication protocols: Communication protocols are used to enable communication between the sensors, controllers, and actuators. Protocols can include BACnet, Modbus, and LonWorks.

5.3.4.1 Analysis of Current Practices

Jackson Public Schools are on a legacy controls system that has a number of areas in need of attention but is largely functioning efficiently (with the exception of the High School). The current system comprised of a combination of two separate systems. One is an Automated Logic system and the other is a Carrier i-Vu system. Despite the existence of two separate systems controlling one district, and in some cases even the same schools, the basic efficiency and programming are solid. There are some human elements innate to controlling two different complex systems, but the administrators in this district have demonstrated a capable and competent mastery at using both systems. This team has also demonstrated a serious resolve to achieving energy efficiency and comfort in the district by maintaining reasonable setpoints, schedules and alarm criteria. All too often, controls systems (the brains of the HVAC systems) are neglected. Generally speaking, this neglect arises from a lack of understanding of how to operate the system and a hopeless form of neglect as problems, alarms and issues overwhelm the staff and they just turn to utilizing manual control of everything. This is not the case at Jackson Schools.

Furthermore, though there are myriad issues with details underlying the controls systems, they are for the most part functional, efficient and effective. There are poor graphics, randomly failed sensors and devices, and failed communication links, etc. within the system that can and should be corrected through a controls retro-



Example of Parkside Middle control via two separate systems (the pink buildings' controls require a separate login and user interface.

commissioning program. The actual raw utility savings from such a program would yield moderate results but would improve staff effectiveness and efficiency. This goes back to the original supposition that the controls systems, while flawed, work.

Jackson High School is perhaps the only exception to the minor controls' issues found throughout the district. This school has a dated and frankly poorly executed controls system. Multiple points are out of service. Sensors and end devices are not reporting correctly or were never integrated properly. There are illegible elements of the front end and graphics which either don't make sense or are dead links. Floor plans are poorly detailed and have very little useful information. Area summaries are likewise full of unreliable data and broken communication links. This school is a candidate for a new system, but from a pure energy savings perspective,



Example of minor and non-systemic controls issues found. Temps are obviously wrong. Sensors have either failed or points are out of service.

it is a longer payback. Despite all of the usability and accessibility issues, the underlying scheduling and programming is acceptable. However, gaining positive control over this large school would be a major holistic benefit to the staff and certainly reduce downtime, troubleshooting and increase student and faculty comfort.

5.3.4.2 Recommendations for Improvement

In summary, we typically witness school districts completely overwhelmed and struggling with their building automation systems. At Jackson Schools, this was not the case. This is a testament to the staff care, pride and concern for operating the school in a responsive and efficient manner and frankly taking the time to learn and understand how the system works. This staff also possesses more technical expertise than most districts with regard to HVAC and controls knowledge. Accordingly, the controls systems are not perfect by any means but they are getting the job done from an energy conservation perspective. Jackson High School, however, is in need of remediation and probably replacement of the existing controls system. Continue to standardize around one system or make the decision to switch to a truly open platform (Niagara) in concurrence with the high school controls replacement. An additional benefit to moving to a Niagara platform would be the easy and lower cost integration of smart AI to maximize efficiency and identify unfavorable trends to allow schools to be reactive rather than proactive



Example of Jackson High School Summary Page(s). Links broken, bad sensor inputs, incorrect and illegible data. Back-end programming language left in the customer/end-user interface.

Controls Package Options:

Tridium Niagara Controls (AI Compatible) - Open System – estimated $1,353,261

- Framework: Based on the Niagara Framework, a software platform for building automation and IoT applications.
- Flexibility and Integration: Known for its open architecture, allowing for easy integration with various devices, protocols, and systems from different manufacturers.
- Manufacturer: Associated with Tridium, a company owned by Honeywell.
- User Interface: Provides a user-friendly graphical interface, but the specific interface and customization options may vary.
- Scalability: Can be used for small to large-scale buildings, supporting distributed architecture for managing multiple sites or buildings from a central location.
- Energy Management Focus: Emphasizes energy management with features for monitoring, analysis, scheduling, and implementing energy-saving strategies.

Carrier Automated Logic (Not Compatible for AI) - Proprietary – estimated $914,130

- Control System: Developed by Automated Logic Corporation specifically for building automation.
- Flexibility and Integration: Offers flexibility and integration capabilities, potentially with specific compatibility with Automated Logic Corporation's devices and protocols.
- Manufacturer: Developed and manufactured by Automated Logic Corporation.
- User Interface: Provides a user-friendly graphical interface, but the specific interface and customization options may differ.
- Scalability: Supports scalability and can be applied to a variety of building sizes and types.
- Energy Management Focus: Emphasizes energy management with features for monitoring, analysis, and optimization of energy usage.

5.3.5 Artificial Intelligence Software

In the quest to enhance the efficiency, cost-effectiveness, and environmental friendliness of buildings, the convergence of Heating, Ventilation, and Air Conditioning (HVAC) systems with Artificial Intelligence (AI) has emerged as a game-changing development. AI software for HVAC and energy monitoring is an innovative approach to building management that brings unprecedented levels of control, automation, and insight.

This innovative technology leverages machine learning algorithms and data analysis to understand a building's unique energy consumption patterns, optimize HVAC operations, and provide real-time, actionable insights for energy conservation. By continuously analyzing data from sensors and control systems, AI software can dynamically adjust temperature, humidity, and air quality based on various factors such as occupancy, predictive weather patterns, and time of day.

Moreover, AI-driven software can predict potential system failures or performance issues by identifying anomalies in the data, thereby enabling proactive maintenance. This helps avoid unexpected breakdowns, ensuring continuous, optimal operation of the HVAC system and saving considerable repair costs.



In the broader context of energy management, AI software serves as an analytical powerhouse, transforming vast amounts of data into a clear understanding of a building's energy usage. It can highlight areas of excessive energy consumption, recommend energy-saving opportunities, and even automate the implementation of energy-efficient practices.

In essence, the integration of AI in HVAC and energy monitoring signifies a new era of 'smart' and 'green' buildings. The application of AI not only enhances the comfort, efficiency, and lifespan of HVAC systems, but it also empowers institutions like schools and municipalities to achieve their sustainability goals, reduce operational costs, and foster a healthier environment. It is a transformative solution for today's energy challenges and an essential tool for the future of sustainable building management.

5.3.5.1 Recommendations for Improvement

Our engineering team proposes the facility be upgraded with an Artificial Intelligence (AI) energy monitoring to help your system operators to assume better control of the building and to be able to immediately identify problems. Taking advantage of this opportunity often leads to major cost savings by allowing for usage comparisons on an hour-by-hour, day-by-day, or week-by-week basis. This ensures consistent and expected operation of your utility system and allows for easy identification of outlier data to address smaller issues early enough before they become problems.

The old adage, “You can’t control what you can’t measure,” certainly applies here. This system arms any user with a clean, web-based interface that enables them to problem solve in real-time. AI software is built in to run algorithms for alerts to help identify where opportunities and issues may occur.

Opportunities find additional energy savings but identify equipment issues early on to prevent system failures. This identification allows you to fix problems before major issues arise saving money from high replacement costs.

Though direct savings are initially quantifiable for this specific measure, experience has proven that tremendous savings can be realized over time. These savings come from early identification of smaller issues, as well as routine system monitoring.



Benefits of AI Software monitoring are:

- Separately track energy consumptions: lighting, HVAC, control etc.
- Automatically track energy utilization trends
- Alert on equipment performance degradation
- Facility will be eligible for demand response programs offered from their power company

5.3.6 Air Handler Optimization

An Air Handling Unit (AHU), sometimes referred to as an air handler, is a central component of the Heating, Ventilation, and Air Conditioning (HVAC) system. Its primary function is to take in outside air, condition (cool or heat) it, and distribute it throughout a building.

An AHU is typically a large metal box containing various components that help in the conditioning of air. These components can include:

- Blower or Fan: This helps in circulating the air through the system and into the building.
- Heating and Cooling Elements: These are used to control the temperature of the air. The heating element can be a furnace or heat pump, while the cooling element can be an air conditioner or refrigeration unit.
- Filters: These remove dust, allergens, and other particulates from the air to improve indoor air quality.
- Humidifier/Dehumidifier: These components control the humidity level of the conditioned air, which is important for both comfort and the prevention of mold or mildew.
- Mixing Box: This is where outside air and return air are mixed to achieve the desired composition of air entering the system.
- Dampers: These control the amount and direction of air flowing through the system.

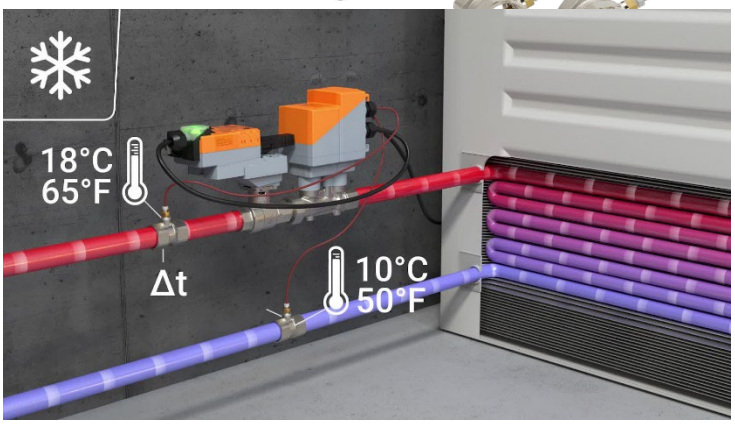
The air handling unit's function is crucial for maintaining comfortable and healthy indoor environments, particularly in large structures like office buildings, hospitals, and schools. By regulating temperature, humidity, and air quality, AHUs contribute significantly to the overall performance and efficiency of an HVAC system.

5.3.6.1 Recommendations of for Improvements

Design and implement intelligent energy valve technology on all hydronic AHUs. New sensor package for each AHU in scope.



Digital energy valves are a sophisticated advancement in HVAC technology, designed to optimize the flow of water or other heating/cooling mediums through HVAC systems. These valves are typically installed in the water lines leading to Air Handling Units (AHUs), where they are instrumental in maintaining a specified temperature difference (often referred to as a "delta") across the coil in the AHU.



By leveraging advanced control algorithms and direct digital control capabilities, these energy valves can open or close according to the HVAC system's real-time demands. This adaptability allows the valves to ensure that a consistent delta, commonly around 10 degrees, is achieved and maintained between the supply and return water lines.

Maintaining this delta is critical to achieving energy efficiency in an HVAC system. A significant drop in the delta indicates that the water is not being fully utilized to transfer energy before returning to the chiller or boiler, leading to inefficient operation. In contrast, a digital energy valve can precisely control the water flow to maintain the 10-degree delta, improving the HVAC system's overall efficiency and reducing energy costs.

Moreover, many digital energy valves come equipped with smart technologies that enable them to be remotely monitored and controlled. These capabilities allow facilities managers to adjust valve parameters based on real-time data and to respond swiftly to any changes in HVAC system demands.

By using digital energy valves, institutions can optimize their HVAC systems, ensuring that they operate efficiently while still meeting the temperature and air quality demands of the building. This level of precision and control helps to reduce energy consumption, lower utility costs, and contribute to the sustainability goals of the institution. In a world that's increasingly focusing on energy efficiency, digital energy valves are a substantial step towards a more sustainable and cost-effective future.

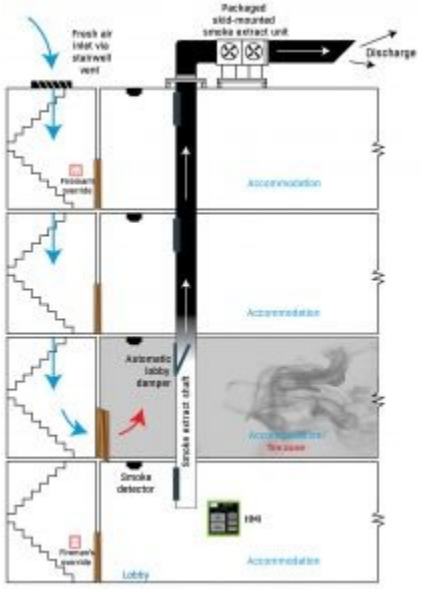


Examples of AHU where an energy valve will provide new control increasing system performance

5.3.7 Ventilation Riser Shaft Optimization

Ventilation Riser Shaft Optimization involves improving the efficiency of ventilation systems in multi-story buildings to reduce energy consumption and enhance indoor air quality. The process centers around the ventilation riser shaft - a vertical duct or space designed to facilitate the passage of air through different levels of a building. Optimization often involves several strategies, including:

1. **Airflow Regulation:** This involves the use of automated control dampers to adjust airflow depending on the demand. When the need for ventilation is low, the dampers restrict the flow of air, reducing the energy used by fans. During peak demand, they allow more air to flow through.
2. **Heat Recovery:** Heat recovery systems can be integrated to reclaim the heat from outgoing air and use it to pre-heat incoming fresh air, thereby reducing the demand on the heating system.
3. **Sensor-Based Controls:** Sensors can be used to monitor indoor air quality, humidity, temperature, and occupancy. Based on the data collected, the ventilation system can be controlled to provide optimal conditions while minimizing energy use.
4. **Maintenance and Upkeep:** Regular maintenance, including cleaning and repair of ducts and other components, ensures the system operates efficiently and without unnecessary energy loss.



By optimizing ventilation riser shafts, buildings can achieve significant energy savings, provide a healthier indoor environment, and comply with increasingly stringent building codes and standards related to energy efficiency and sustainability.

5.3.7.1 Recommendations of for Improvements

From physical evaluation of equipment and review of the existing controls, improvements for ventilation optimization would include:

- Correct Jackson High School building envelope pressurization and significantly reduce the amount of conditioned air lost.
- Design and deploy dampers with smart technology.
- Reactive controls on shaft ventilation riser system currently in place at Jackson High.
- Includes air flow monitoring station and building static pressure controls package.
- Correct outside air systems associated with larger AHUs.

5.3.8 Boiler Optimization

In institutional environments, boilers are central to the delivery of heating services. Over their lifecycle, these critical assets can develop numerous operational issues, leading to decreased efficiency, elevated operating costs, and potential interruptions in service. Recognizing and addressing these problems through boiler optimization is vital for maintaining energy efficiency, system performance, and overall operational cost-effectiveness.



Boiler scale on water side

Common issues that boilers face over time include scaling, soot build-up, leaks, corrosion, and control system inefficiencies. For example, scaling and soot can accumulate in the heat exchanger surfaces, significantly reducing the system's ability to transfer heat efficiently. Leaks in the system can result in the loss of heated water, leading to energy wastage. Control systems, if not functioning optimally, can result in the boiler cycling on and off more frequently than necessary, further decreasing efficiency and increasing wear and tear on the system.

Addressing these issues requires a comprehensive boiler optimization strategy. Such a strategy can include:

- Preventive Maintenance: Routine inspections and servicing to identify and rectify issues early, before they can significantly impact efficiency.
- Combustion Efficiency Tuning: Adjusting the fuel-to-air ratio to ensure optimal combustion, reducing heat loss and harmful emissions.
- System Upgrades: Introducing modern components, such as economizers and condensing heat exchangers, to enhance heat recovery and reduce energy wastage.
- Control Systems: Implementing modern, smart control systems that adjust boiler operations based on real-time demand, making the system more efficient and responsive.
- Pipe Insulation: Improving insulation on pipes to minimize heat loss, thereby maximizing the delivery of heat where it's needed.
- Boiler Replacement: If a boiler is outdated or nearing its service life end, replacing it with a new, high-efficiency model to significantly enhance energy efficiency and reliability.



Investing in boiler optimization offers a myriad of benefits. It helps to significantly reduce energy consumption, leading to lower utility costs. It also improves system reliability and longevity, reducing the frequency and cost of repairs. Furthermore, it supports sustainability goals by reducing the environmental impact associated with excessive energy use.

In summary, boiler optimization is a critical strategy in the comprehensive energy management and sustainability arsenal for institutions, ensuring efficient, reliable, and cost-effective heating solutions.

5.3.8.1 Recommendations of for Improvements

Where applicable, design and implement a number of boiler optimization strategies to include outside air reset programming, ramped load response of boiler temperatures, flue gas/combustion analysis and monitoring, loop temperature and flow rate resets, variable frequency drives (VFDs) on pumps and motors, water chemistry analysis, boiler efficiency reclamation cleaning, and purge cycle optimization and modulation.

5.4 Data Monitoring/Demand Management & Response

Data Monitoring and Demand Management are two critical components in the realm of energy efficiency and building operations. They work in tandem to optimize energy use, reduce operational costs, and contribute to sustainability goals.

Data Monitoring, often facilitated by sophisticated software and sensor technology, involves the continuous tracking and analysis of a building's energy consumption. It provides real-time insights into how, when, and where energy is used, highlighting opportunities for improvements and identifying irregular patterns that may signify system inefficiencies or faults. This wealth of data enables facilities managers to make informed decisions, from optimizing HVAC schedules to conducting preventive maintenance.

On the other hand, Demand Management involves strategic measures to reduce energy consumption during peak demand periods, thereby lowering energy costs and minimizing strain on the power grid. This can include demand response programs that incentivize lower usage during peak times, and implementing load-shifting strategies, such as rescheduling high-energy tasks to off-peak hours.

Together, Data Monitoring and Demand Management provide a powerful strategy to optimize energy use. By harnessing detailed data insights and managing demand effectively, institutions can enhance their operational efficiency, save costs, and significantly reduce their environmental footprint.

5.4.1 Demand Response

A demand response program is a strategy used by electric grid operators and utility companies to incentivize consumers to reduce their energy consumption during peak demand periods. By offering financial incentives, utilities can reduce the strain on the grid and avoid the high costs of activating additional power plants. The benefits of demand response programs are manifold. For schools, these programs can lead to substantial cost savings on energy bills. Additionally, they promote a more stable and reliable electric grid, which benefits the broader community improving energy infrastructure and more reliable service.

Technology is driving the development of demand response programs. Advances in smart grid technology, energy storage, and data analytics are all contributing to more efficient and effective programs. Renewable energy and demand response programs are interconnected because renewable sources can often be variable. Demand response programs help balance the load on the grid, making it easier to integrate renewable sources.

Smart meters play a crucial role in demand response programs. They provide real-time information about energy usage, enabling more accurate demand prediction and more efficient use of energy resources.

Do we have an estimate on the savings here? Can it be added to the exec summary?

5.4.1.1 Electric Vehicles with Demand Response (V2G)

Electric vehicles (EVs) can play a substantial role in demand response programs, mainly through a process known as Vehicle-to-Grid (V2G) technology. Here's how it works:

1. *Charging During Off-Peak Hours*: EV owners can be incentivized to charge their vehicles during off-peak hours when demand for electricity is low, and the cost of energy is less. This not only spreads the demand for electricity more evenly across the day but also results in cost savings for EV owners.
2. *Vehicle-to-Grid Services:* With V2G technology, EVs can not only draw power from the grid but also feed it back during times of high demand. The energy stored in the vehicle's battery can be sold back to the grid when electricity prices are high, thus earning the EV owner revenue and helping to balance the grid load.

3. *Grid Balancing Services:* Even without feeding power back into the grid, EVs can contribute to demand response simply through intelligent charging. For example, smart chargers can be programmed to reduce or interrupt the charging of the vehicle when grid demand is high and resume it when the demand decreases.



For a school administration considering the implementation of EV charging stations, these aspects can provide substantial benefits. Reduced energy costs, potential new revenue streams from V2G services, and an increased sustainability profile can all be outcomes of integrating EVs into a demand response program.

5.4.1.2 Implementing Demand Response

Demand response programs are designed to manage the demand for electricity in real-time or near real-time by incentivizing consumers to reduce their consumption during periods of high demand. Here's how they typically work:

Step 1: Identifying High Demand Periods - The utility or grid operator forecasts periods of high demand. This is often when people are using a lot of electricity, like during a heatwave when many are running air conditioning systems, or in the evening when people come home from work and start using household appliances.

Step 2: Communication with Participants - When a period of high demand is anticipated, the utility communicates with consumers participating in the demand response program, requesting them to lower their consumption. This communication can be done in various ways, such as email, text messages, or even through smart devices directly linked to the energy management system.

Step 3: Response from Consumers - Participants in the program then reduce their electricity usage during the specified period. This could involve turning off non-essential lights, adjusting thermostats, postponing the use of high-consumption appliances, or, in the case of industrial consumers, scaling down operations that consume a lot of electricity.

Step 4: Compensation for Participants - Depending on the specifics of the demand response program, participants may be compensated for their reduction in energy use. This could be in the form of reduced electricity bills, direct payments, or credits towards future energy use.

Step 5: Managing the Electrical Grid - By reducing demand, the strain on the grid is lessened, the risk of blackouts is reduced, and the need for expensive and often less efficient 'peaking' power plants is minimized. This makes the overall system more efficient and sustainable.

Step 6: Data Collection and Analysis - The results of the demand response event are measured and analyzed. This helps utilities better understand consumption patterns and refine their demand response strategies.

Can we add this savigns from the program to the executive summary, and increase their savings? We already created this, let’s add it. Maybe we do the same with the incentives?

5.4.1.3 Demand Response Financial Benefit

To provide a cost-benefit analysis, Consumer Energy will take a baseline of the school district's total demand reduction capacity in kilowatts (kW). For the sake of this example, let's assume the school district can reduce its demand by 100 kW during and event day. If an event day is called, it will occur between 11 a.m. and 7 p.m. on a weekday from June to August, no more than 5 times a year.

Under the proposed demand response program, the district would be compensated $27 per kW in year one and $30 per kW in year two.

Year 1: Compensation = $27/kW x 200 kW = $5,400

Year 2: Compensation = $30/kW x 200 kW = $6,000

So, over the two-year contract, the school district would earn a total of $2,700 + $3,000 = $5,700 for their participation in the demand response program. When V2G is considered, a single charger can maximize the kW reduction by 60kW.

This income is in addition to the savings on the school district's energy bills that would result from reducing consumption during periods of peak demand, when electricity prices are typically higher. Therefore, the overall financial benefit would likely be even higher. By participating in a demand response program, infrastructure improvements can be paid for and become an annual positive cash flow.

Maximizing participation in a demand response program before implementing energy efficiency measures can be a strategic move for your organization. This approach allows the district to reap immediate financial benefits by reducing energy consumption during peak demand periods, which often translates into significant cost savings and revenues from the demand response program. These financial gains can then be invested into long-term efficiency measures, creating a virtuous cycle of energy savings. By prioritizing demand response, the district can create a more flexible, sustainable, and financially rewarding energy management strategy.

5.4.2 Recommendations for Improvement

Utility Metering Integration/Implementation - Integrating existing meters via MODBUS or BACnet protocol, or install and configure utility grade meters for main power supply to each school in order to evaluate utility billing, accuracy, and to evaluate consumption reduction. •

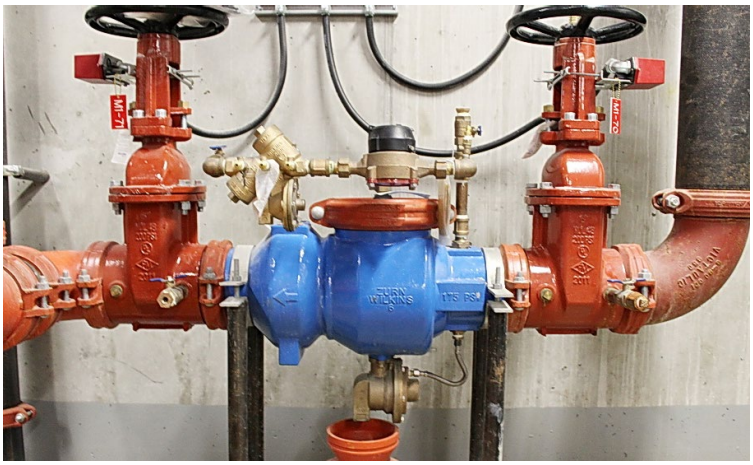
Data Monitoring/Management- Implement various data monitoring technologies to optimize facility functionality and react to changing ambient conditions, automate demand response, control to occupancy, enable AI technologies, isolate problem areas, etc. Integration with renewable energy sources

Demand Response Program - Participate in program for annual incentive, environmental initiative, and infrastructure preparation for future energy infrastructure.

5.5.1 Water Conservation

In large facilities, water is used for more than drinking cleaning and food preparation. Water is piped through the entire facility for energy use to pump and heat water, and water is often critical to HVAC equipment. A large majority of the consumption of water is for energy use. In school buildings, the usage of water can have a major impact on a building's energy demand and performance. Extracting, purifying, pumping and transporting drinking water, heating and processing water for domestic and other uses, and treating and disposing of wastewater are all activities that use energy.

As critical as water is in almost every facility, the system of distribution and consumption of water is still not perfect. Along with water, the water mains carry air as well and with the majority of water meters calculating for volume, the air volume is measured and charged as if it is water.



High demands of water can result in pressure drops, allows for more air, that has been dissolved, to be released from the water increasing volume, cause a water surge that can cause damage/leaks, and/or produce over spinning of the water meter.

5.5.1.1 Analysis of Current Practice

Currently, there is turbulence and over spinning of the water meter caused by surges and sudden on/offs of typical water demands. Reviewing your facilities' blueprints, drawings, and/or equipment have revealed several significant improvements that can be made.

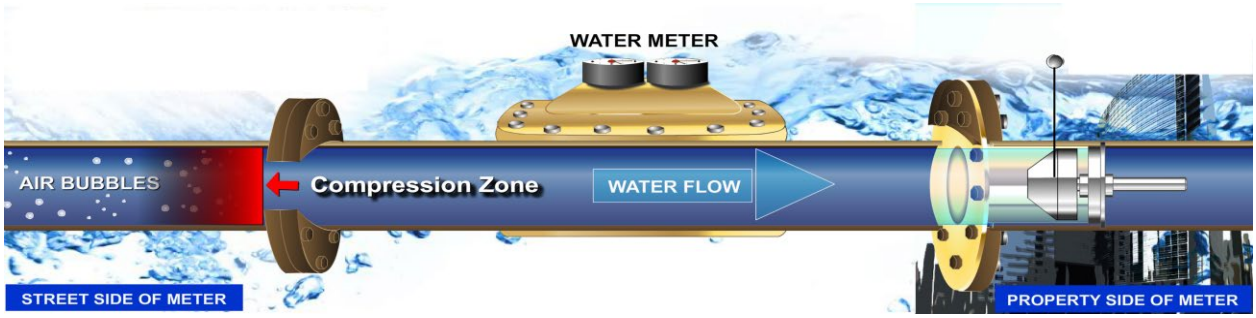
For Jackson Public Schools, water meters measure consumption through volume. Currently, there is no device on the water mains to prevent pressure drops and surges allowing for meter inaccuracy, or essentially, being charged for air in the pipes instead of water consumption only.

If Jackson Public Schools is aware of any issues regarding leaking or damage pipes, toilets, sinks, or any other water fixtures to inform Guaranteed Clean Energy so these issues can be included in the Scope of Work for water conservation.

5.5.1.2 Recommendations for Improvements

The air in the Jackson Public Schools pipes needs to be removed to reduce the payment for airflow instead of water flow.

In the volume of water passing through your water meter, there is also a volume of air and your water meter can't tell the difference. No specific areas of leaking/broken pipes or water fixtures were observed during the initial walkthrough.



Since water meters measure by volume, if there is air in your water, you are paying for it. With water temperature being relative to the seasons and heating the water up prior to the meter is not possible, a change in water pressure provides the solution. To prevent inaccurate meter readings GCE recommends the installation of new water valves to be installed on the water main just after the meter and before any backflow preventers.

Fitting on the owner's side of the meter, the variable control valve creates a 'backpressure' so that air is compressed at the pressure point and no longer maintains its volume. The valve does NOT remove the air it just compresses it so the water meter can't measure it, saving you money while not affecting existing systems.

This will positively affect most devices in a building that uses water by the installation of this solution. It most importantly improves water meter accuracy and can help eliminate the overconsumption of water by maintaining constant pressure from the water coming into a building.

INSERT BOTTOM LINE YES

5.5.2 Water Conservation – Terminal Distribution

Water conservation is an essential aspect of sustainability, and one of the most effective ways to achieve it is by improving terminal water distribution systems. Faucets, showerheads, sinks, and flush valves are all examples of terminal water devices that consume large amounts of water in educational facilities like Jackson Public Schools. By targeting specific water devices for retrofitting, significant reductions in water consumption can be achieved without sacrificing functionality or comfort.

In the case of Jackson Public Schools, candidate terminal water devices were selected for retrofitting to achieve the maximum savings possible while also maintaining uniformity in bathrooms and kitchens. By installing low-flow or aerated faucets and showerheads, water consumption can be reduced by up to 60% without affecting the water pressure or user experience. Similarly, by replacing old and inefficient toilets and urinals with low-flow models, water consumption can be reduced by up to 50%. These upgrades not only result in significant water savings but also translate into tangible maintenance savings by reducing the frequency of plumbing repairs and replacements. Overall, improving terminal water distribution systems is a cost-effective and sustainable approach to water conservation that can benefit Jackson Public Schools and the environment alike.



5.5.2.1 Analysis of Current Practice

A detailed walk through of each of the buildings needs to be completed to define water consumption for Jackson Public Schools. After this survey is conducted, a mathematical model of each building will be created. This model based on review of audit data takes into account the number and types of fixtures at each building, the number of visitors and staff, and the cost of water, energy, and sewage treatment.

After the models for each building are completed, a water conservation engineering and design analysis of the facilities was conducted. This process determines the best combination of retrofits to cost effectively reduce consumption of utilities. Based on this analysis, different retrofit criteria and efficacy can be established. Extensive upgrades can be expected

in buildings where water and sewage are more expensive and the consumption is high. Limited upgrades can be expected in buildings where water and sewage are inexpensive and the consumption is low.

5.5.2.2 Recommendations for Improvements

This project is designed to reduce water consumption, wastewater production, and hot water energy usage through the installation of state of the art, highly efficient, plumbing products and controls. The use of these devices and others are detailed below and were selected not only for their efficiency, but also to provide for durable, long-term use with minimal maintenance and improved hygiene. The installation of this equipment will significantly lower the operating costs of the facility through utility savings.

Building		Current Consumption		Consumption After Upgrade		Annual Savings	
Name	Number Of Fixtures Analyzed	Annual Water Kgals	Annual MMBTU's Energy Usage	Annual Water Kgals	Annual MMBTU's Energy Usage	Annual Water Kgals	Annual Energy MMBTU
CASCADES ES	81	371	167	291	92	80	75
SHARP PARK ES	Building removed from project. They do not receive city water bills						
DIBBLE ES	Building removed from project. They do not receive city water bills						
MS AT PARKSIDE	338	180	67	143	41	37	26
JOHN R LEWIS ES	Building removed from project. They do not receive city water bills						
BENNETT- MONTESSORI ES	80	262	80	181	33	81	46
OPERATIONS-TRANSPORTATION BLDG	20	90	39	63	26	27	13
HUNT ES	106	688	234	484	125	205	109
NORTHEAST ES	82	299	115	221	58	78	57
ADMINISTRATION BLDG	11	27	3	24	1	3	2
JACKSON HS	538	1,421	395	1,002	193	419	202
TOTALS	**1,256**	**3,338**	**1,100**	**2,409**	**569**	**929**	**530**

The type of upgrades will consist of:

- Restroom Faucet – 0.5 GPM flow restrictor
- General Purpose Faucet – 1.5 GPM flow restrictor
- Pedal Valve – w & w/o 1.5 GPM flow restrictor
- Water Closet – 1.6 GPF flush valve
- Ice Machine Heat Exchanger

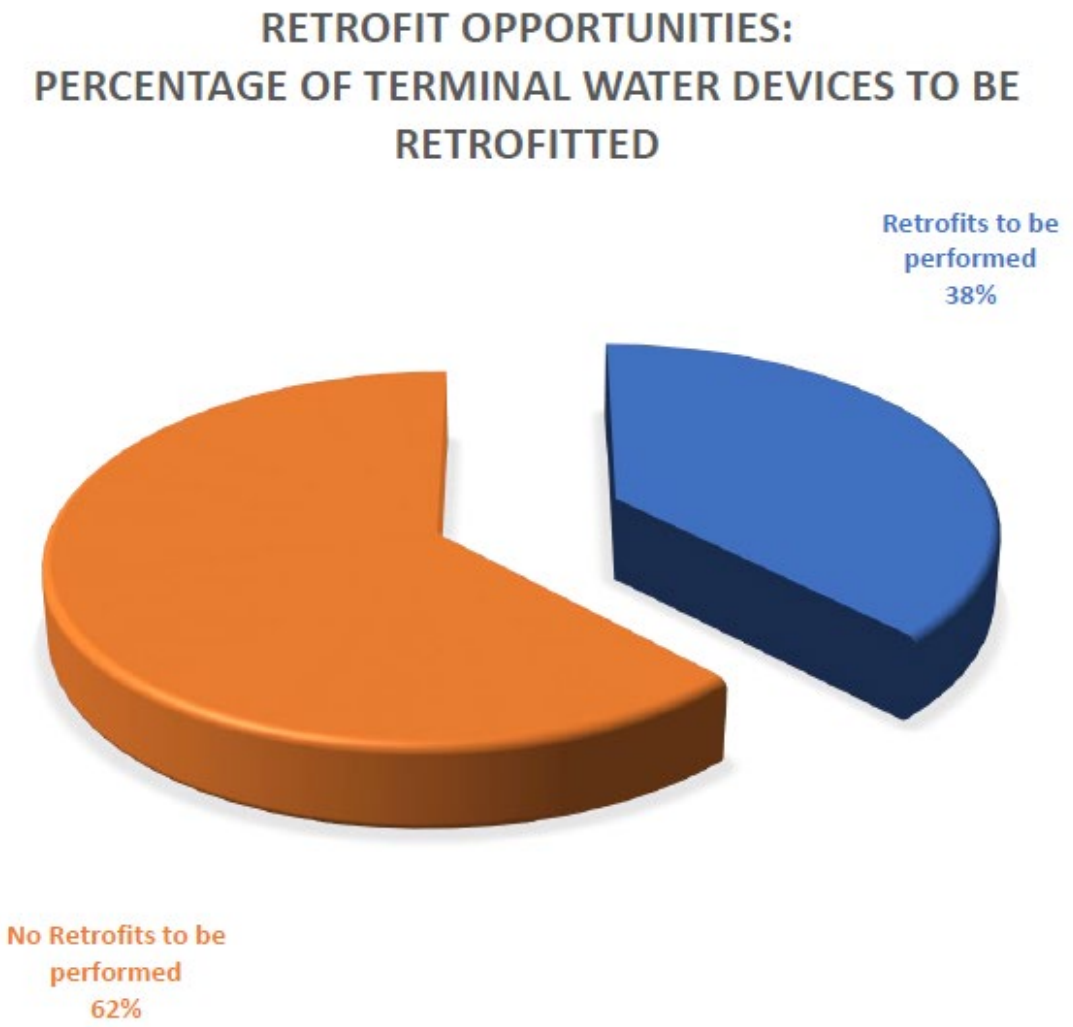
Water/Energy Savings Analysis
Jackson SD, MI
Scope Summary
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Total Retrofits per Building

Building Name	Total Existing Fixtures Analyzed	A1	A2	P1	P2	T1	T1FV	F1	ICE1	NOSAV	DONOT
CASCADES ES	81	1	22	3	1	0	0	0	1	52	1
SHARP PARK ES	0	0	0	0	0	0	0	0	0	0	0
DIBBLE ES	0	0	0	0	0	0	0	0	0	0	0
MS AT PARKSIDE	338	26	36	6	2	1	0	2	1	211	53
JOHN R LEWIS ES	0	0	0	0	0	0	0	0	0	0	0
BENNETT- MONTESSORI ES	80	26	24	2	1	0	3	1	0	22	1
OPERATIONS-TRANSPORTATION BLDG	20	6	3	0	0	0	6	0	0	1	4
HUNT ES	106	16	14	3	3	0	24	0	1	32	13
NORTHEAST ES	82	18	13	6	3	1	0	0	0	30	11
ADMINISTRATION BLDG	11	4	0	0	0	0	0	1	0	4	2
JACKSON HS	538	41	89	6	5	32	16	1	3	300	45
TOTALS	**1256**	**138**	**201**	**26**	**15**	**34**	**49**	**5**	**6**	**652**	**130**

Scope Summary Upgrade Legend

Code	Upgrade Type
A1	Restroom Faucet - Installation of 0.5 GPM flow restrictor
A2	General Purpose Faucet - Installation of 1.5 GPM flow restrictor
P1	Sinks - Installation of Pedal Valve model S2A/S2B on Sink
P2	Sinks - Installation of Pedal Valve model S2A/S2B on Sink + 1.5 GPM flow restrictor
T1	Water Closet - Installation of new 1.6 GPF water closet and flush valve
T1FV	Water Closet - Installation of 1.6 GPF flush valve on existing low flow porcelain
F1	Faucet - Replace Std & Single Spigot, cold only with Delay Close (push button) Faucet
ICE1	Installation of ChillTech heat exchanger unit on ice machine
NOSAV	No Savings to be gained by doing a retrofit - already low flow or low usage
DONOT	Do Not Retrofit (no retrofit available or inadequate information for retrofit or bad payback)



The additionally, several other benefits will be realized, including:

1. Improved sanitation in the kitchen and medical areas through the use of pedal operated faucet controllers that eliminate the spread of germs by hand contact with faucet controls;
2. Improved appearance when the outdated fixtures are replaced with new ones; and
3. Significantly lower maintenance costs associated with facility plumbing leaks, clogs and breakage due to the replacement of the outdated fixtures with the new, high efficiency fixtures.

INSERT BOTTOM LINE

5.5.3 Water Leak Detection Network

Water leaks, while often overlooked, can have significant impacts on a school's operational efficiency, safety, and budget. Over time, undetected leaks can cause structural damage, encourage mold growth, and result in substantial water wastage - all of which can lead to costly repairs and an unfavorable learning environment. Implementing a robust water leak detection system is therefore an essential proactive measure for schools, particularly those located in states like Michigan where water damage due to freezing and thawing cycles can be prevalent.

Two types of water leak detection systems are especially suitable for school environments: active and passive systems. Active leak detection systems are designed to automatically shut off the water supply when a leak is detected, preventing further water damage. These systems are beneficial for areas in the school that are susceptible to major leaks, such as boiler rooms, large bathrooms, and kitchens.

Passive leak detection systems, on the other hand, provide alerts (usually via audio or visual alarms) when a leak is detected but do not shut off the water supply. These systems are generally less expensive than active systems and are ideal for smaller areas, or where the immediate shutdown of water supply could cause disruption.

The potential impact of a robust water leak detection system for a school in Michigan can be profound:

- **Cost Savings:** Undetected leaks can waste a significant amount of water over time, leading to unnecessarily high utility bills. By promptly identifying and addressing leaks, a school can reduce its water consumption, leading to substantial cost savings.
- **Preventing Structural Damage:** In Michigan, water leaks can be particularly damaging due to the freeze-thaw cycle. Water from leaks can freeze, causing pipes to burst or creating ice dams that damage roofs and walls. By detecting leaks early, a school can prevent such costly structural damages.
- **Enhanced Safety and Health:** Persistent leaks can lead to the growth of mold and mildew, which can cause health problems for students and staff. Early detection and repair of leaks can help maintain a healthier and safer school environment.
- **Sustainability:** By reducing water wastage, schools not only save money but also contribute to water conservation efforts, promoting a culture of sustainability within the school community.

In conclusion, water leak detection systems serve as an essential tool in a school's maintenance strategy, safeguarding infrastructure, conserving resources, and ultimately creating a better learning environment. Schools, particularly in climates like Michigan's, can greatly benefit from these systems, making them a worthy and necessary investment.

5.5.3.1 Recommendation for Improvement

Provide and install networked system of leak detection systems in crucial areas throughout the district. Staff will be aware of persistent leaks sooner but more importantly, be able to immediately identify and prevent potentially catastrophic damage from things like burst pipes, burst water tanks, hot water heaters, boilers, etc.

Insert Bottom Line YES

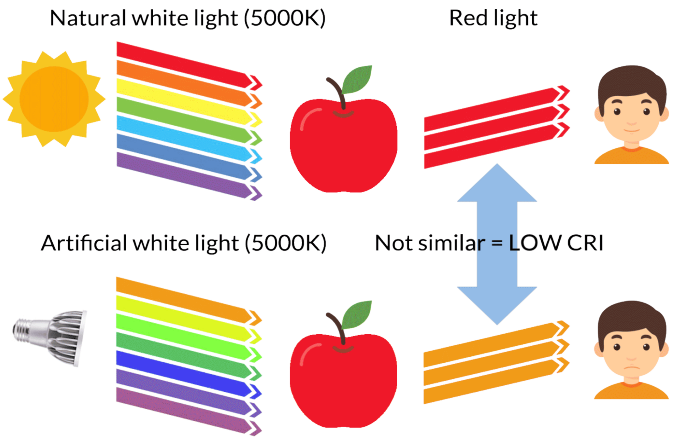
6 Phase 2 - Capital Improvements

6.1 LED Sports Lighting System

When it comes to upgrading your stadium lights, LED has three basic advantages: reduction in energy consumed, reduced maintenance cost, and a better quality of light. LED vastly improves the quality of sport fields and arenas. Not only do they create a higher standard in your facility, but they reduce the costs you are spending to light your areas on the back end as well. This is especially important with a turf field as usage normally increase with the presence of a more accommodating surface.

When you convert a Metal Halide to a (LED) Stadium Light, there is an obvious reduction in energy spend. The energy reduction is approximately 66% savings per fixture. A significant reduction but with stadium lighting, this does not tell the whole story. Labor is one of the most expensive factors with stadium lighting, as they are replaced more often than any other light due to their high temperature and performance requirements. With LED, the labor spent can be once, instead of several replacements over the next few years. You will eventually have to replace to LED, so the sooner it happens, the sooner you save on energy and maintenance. High output Metal Halide lasts 20,000 hours under normal conditions, when they are outside in a harsh environment, the useful life is cut drastically. A Metal Halide also suffers significant lumen degradation quickly. It is not uncommon for a Metal Halide to lose 1/2 of its initial lumens within the first year of use. So, at some point, as the bulb gets older, its effectiveness becomes limited, well before it fails. Getting rid of this maintenance juggernaut becomes a major reason for looking to replace old stadium lights with LED.

LED's also produce a much better quality of light. Color Rendering Index (CRI), is a quality scale of the light source, a range between 0 and 100, with 100 being the best score you could achieve. With LED Light, it is rare for the CRI to be below 70, compared to HPS, whose score is less than 30. Even with Metal Halide, you would have to purchase specialized bulbs to match LEDs CRI color score. A higher CRI score makes everything appear sharper and brighter. Colors appear as they should, and are not discolored by the light source itself. In the case of the Metal Halide light, you have to compensate for the poor quality with more quantity.

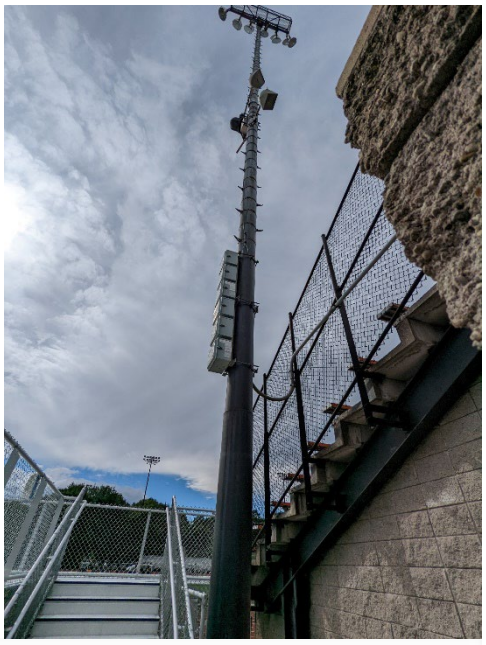


6.1.1 Red Green Blue LED Stadium Lighting System (JPS Football)

Red Green Blue (RGB) LED lighting systems bring an incredible new dimension to school district stadiums. With their exceptional versatility, these lighting systems offer unprecedented opportunities to amplify school spirit, enhance spectator experience, and elevate the quality of televised games, all while incorporating the practical advantages of LED technology.

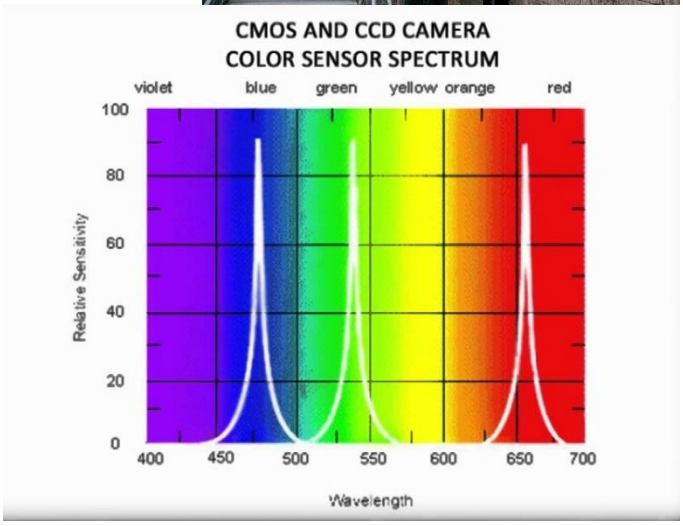
RGB lighting's unique attribute lies in its ability to generate an almost infinite array of colors. This feature allows schools to set the lighting to match their team colors or create visually captivating light shows that turn ordinary games into spectacular events. This dynamism not only electrifies the in-stadium experience but also adds a layer of excitement for viewers watching the game from home.

For televised broadcasts, the benefits of RGB LED lighting are even more pronounced. The sharp, well-defined light of RGB LEDs reduces glare and shadows, improves uniformity, and enhances color rendering, bringing television audiences closer to the on-field action. Additionally, the ability to synchronize dynamic lighting effects to critical moments in a game further heightens the viewing experience, creating a highly immersive and thrilling atmosphere for at-home spectators.



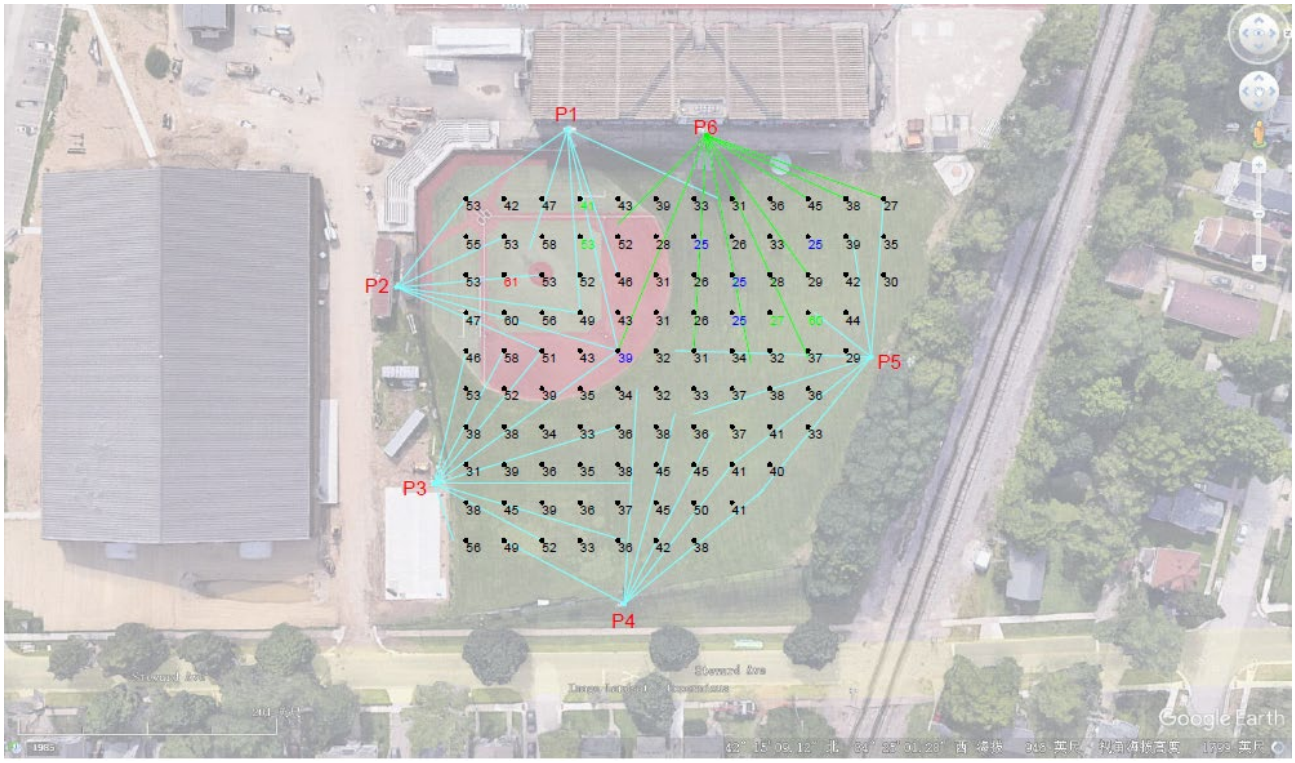
While RGB lighting enhances the aesthetic and viewing experiences, it also offers practical advantages. The system leverages the well-acknowledged energy efficiency of LED technology, which can lead to significant savings on energy costs over time. Moreover, the longevity and durability of RGB LED lights reduce the frequency of replacements and the associated maintenance costs.

In considering an upgrade to RGB lighting, it's crucial to note the need for a more complex control system than traditional LED lighting and possibly higher initial costs. Despite these considerations, the transformative potential of RGB LED lighting—the enrichment of spectator experience, the amplification of school spirit, and the enhancement of televised broadcasts—makes it a promising and beneficial investment for any school district stadium.



6.1.2 LED Lighting Stadium Systems (JPS Baseball, Parkside Soccer, Parkside Tennis, Parkside Softball)

LED Lighting systems have been designed for all for the athletic fields for Jackson Public Schools providing detailed analysis with scope, product specifications, new fixtures, and new pole data.



Luminaire Schedule					
Symbol	Qty	Tag	Total Lumens	LLF	Description
	9	S900	92483	0.950	Sportsbeams LED 880W NEMA3 5000K CRI75
	34	S1500	141480.7	0.950	LED 1500W NEMA4 5700K CRI75 VISOR

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	UG
Infield	Illuminance	Fc	50	61	39	1.29	1.56	1.29
Outfield	Illuminance	Fc	37	60	25	1.46	2.40	2.22

Luminaire Location Summary						
LumNo	Pole ID	Pole Number	Pole Height	Tag (Qty)	Fixture #/Pole	Total
1	P1	1	70	S1500 (1)	6	6
2	P2	1	70	S1500 (1)	6	6
3	P3	1	70	S1500 (1)	9	9
4	P4	1	70	S1500 (1)	6	6
5	P5	1	70	S1500 (1)	7	7
6	P6	1	50	S900 (1)	9	9
7	Total	6		S1500 /S900		34/9

7 Executive Summary



Name: Jackson Public Schools

Energy Efficient Measure Type	Cost	Energy Savings	Ops Savings	Cost Avoidance	Total Savings	Rebates	ROI	NET ROI
POWER OPTIMIZATION	$73,370	$5,406	$1,467	$0	$6,873	$0	10.7	**10.7**
SMART WALK-IN COOLERS/FREEZERS	$15,611	$2,929	$600	$3,800	$7,329	$970	2.1	**2.0**
BIO ENZYMATIC CLEANING AND LAMINAR FLOW	$169,490	$21,591	$3,806	$4,500	$29,897	$6,200	5.7	**5.5**
REFRIGERANT RETROFIT	$261,957	$16,582	$5,239	$7,859	$29,680	$0	8.8	**8.8**
VFDs MOTRORS AND PUMPS	$280,475	$37,475	$800	$5,192	$43,467	$27,380	6.5	**5.8**
HVAC CONTROLS *UPGRADE*	$1,353,261	$23,000	$27,000	$0	$50,000	$40,000	27.1	**26.3**
ARTIFICAL INTENGENCE CONTROLS *PER YEAR*	$54,674	$6,870	$3,000	$12,000	$21,870	$0	2.5	**2.5**
AIR HANDLER OPTIMIZATION	$128,261	$17,490	$4,000	$800	$22,290	$22,300	5.8	**4.8**
VENTILATION RISER SHAFT OPTIMIZATION	$56,522	$6,930	$0	$0	$6,930	$13,105	8.2	**6.3**
BOILER OPTIMIZATION	$284,783	$43,239	$6,000	$3,500	$52,739	$15,900	5.4	**5.1**
DATA MONITORING/MANAGEMENT	$68,478	**1-5%**	$0	$0	**1-5%**	**$3,497**	-	-
WATER CONSERVATION - VALVE	$54,496	$0	$0	$1,675	$1,675	$0	32.5	**32.5**
WATER CONSERVATION - TERMINAL DEVICES	$179,348	$14,219	$2,248	$0	$16,467	$6,233	10.9	**10.5**
WATER LEAK DETECTION NETWORK	$35,674	$0	$0	$20,000	$20,000	$0	1.8	**1.8**
GCE EFFICIENCY MANAGEMENT	**13%**	-	-	-	-	$0	-	-
EFFICIENCY TOTAL	$3,016,399	$195,731	$54,160	$59,326	$309,218	$135,585	9.8	**9.3**

Capital Improvement Measure Type	Cost	Energy Savings	Ops Savings	Cost Avoidance	Total Savings	Rebates	ROI	NET ROI
LED SPORTS LIGHTING TOTAL	**$1,940,462**	**$24,640**	**$10,000**	**$0**	**$34,640**	**$60,150**	**56.0**	**54.3**
JACKSON HIGH FOOTBALL STADIUM (RGB)	$523,204	$0	$0	$0	$0	$0	-	-
JACKSON HIGH BASEBALL FIELD	$306,860	$0	$0	$0	$0	$0	-	-
PARKSIDE SOCCER FIELD	$411,533	$0	$0	$0	$0	$0	-	-
PARKSIDE TENNIS COURTS	$320,566	$0	$0	$0	$0	$0	-	-
PARKSIDE SOFTBALL FIELDS	$378,299	$0	$0	$0	$0	$0	-	-
GCE CAPITAL MANAGEMENT	**13%**	-	-	-	-	$0	-	-
CAPITAL TOTAL	$1,940,462	$0	$10,000	$0	$10,000	$0	-	-

ADMINISTRAITVE								

PROJECT TOTAL	$4,956,861	$195,731	$54,160	$59,326	$309,218	$0	16.0	**16.0**
ADDITIONAL CONTINGENCY	$495,686							

**The above numbers are for illustration purposes and are feasibility estimates based on previous project experience with similar school districts and scopes of work. Final numbers could be subject to change.*

**Administrative may include but not limited to, permitting, payment and performance bonds, legal fees, and other cost that arise while executing the project.*

JACKSON PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
Jackson High School
December 16, 2025

ITEM: 25-26-49 SUBJECT: 2025 Series 1 Bond Resolution

FOR ACTION: Marcu Leon

STATEMENT OF THE ISSUE:

After successfully passing the 2025 Bond initiative, the next step is a board resolution, authorizing the district to sell the bonds to investors. This was discussed at the December 5 Finance and Facilities meeting. This resolution covers the series I bond sales. Administration will bring a separate resolution for series II at the appropriate time (2027).

RECOMMENDATION:

Administration recommends approval of the 2025 Series1 bond resolution as presented.

JACKSON PUBLIC SCHOOLS
COUNTY OF JACKSON, STATE OF MICHIGAN

RESOLUTION AUTHORIZING
2026 SCHOOL BUILDING AND SITE BONDS
(UNLIMITED TAX GENERAL OBLIGATION)

At a regular meeting of the Board of Education (the "Board") of Jackson Public Schools, County of Jackson, State of Michigan (the "School District"), held in the School District on December 16, 2025, at 6:00 p.m., local time.

PRESENT: Members: _____

_____

ABSENT: Members: _____

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

WHEREAS, at a regular election held in the School District on November 4, 2025, the qualified electors of the School District approved the issuance of bonds, to be issued in one or more series, in an amount not to exceed $126,000,000 (the "2025 Bond Proposal") for the purpose of erecting, furnishing and equipping additions to school buildings; remodeling, equipping and reequipping, furnishing and refurnishing school buildings and facilities; acquiring and installing technology and instructional technology equipment for school buildings; and equipping, developing and improving playgrounds, athletic fields and facilities and other facilities, parking areas and sites (the "Projects");

WHEREAS, under the provisions of Section 6, Article IX and Section 16, Article IX of the Michigan Constitution of 1963, the tax levies for said bonds authorized pursuant to the 2025 Bond Proposal shall be without limitation as to rate or amount; and

WHEREAS, the Board desires to authorize the issuance of the first series of bonds authorized pursuant to the 2025 Bond Proposal in the aggregate principal amount of not to exceed $30,000,000 to pay a portion of the cost of the Projects and the costs associated with the issuance of the bonds; and

WHEREAS, the School District desires to sell the bonds pursuant to a negotiated sale in order to preserve maximum flexibility in the timing and structure of the transaction and to minimize the costs of issuance thereof; and

WHEREAS, the School District also deems it advisable to authorize the Superintendent and the Assistant Superintendent, Finance and Operations (each, an "Authorized Officer"), to accept an offer to purchase the bonds from an underwriter, negotiate, approve and execute a bond purchase agreement with the underwriter and to approve various other terms and documents in connection with the sale and delivery of the bonds to the underwriter; and

WHEREAS, the School District must either be granted qualified status within the meaning of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), or receive prior approval of the bonds from the Michigan Department of Treasury ("Treasury").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Issuance of Bonds. Bonds of the School District designated 2026 School Building and Site Bonds (Unlimited Tax General Obligation) (the "Bonds"), are hereby authorized to be issued in one or more series, with such changes to the bond name, designation or suffix as may be appropriate for each series based on the type of bonds issued, in the aggregate principal amount of not to exceed $30,000,000, or such lesser amount as shall be determined by an Authorized Officer upon sale of the Bonds, for the purpose of financing a portion of the costs of the Projects and paying the costs of issuance of the Bonds.

2. Bond Details. The issue shall consist of bonds registered as to principal and interest of the denomination of $5,000 or integral multiples thereof, be dated as of the date of delivery or such other date as shall be determined by an Authorized Officer at the time of sale of the Bonds, and be numbered as determined by the Transfer Agent (as defined below). The Bonds shall mature on May 1 and/or November 1 in the years and in the principal amounts as determined by an Authorized Officer at the time of sale, provided that the final maturity of the Bonds shall not be later than 30 years from the date of issue. The Bonds shall bear interest at a rate or rates to be determined upon negotiated sale thereof, payable semi-annually on May 1 and November 1 in the years as determined by an Authorized Officer at the time of sale.

The principal of the Bonds shall be payable at a bank or trust company selected by an Authorized Officer as registrar and transfer agent for the Bonds (the "Transfer Agent") upon presentation and surrender of the appropriate Bond. Interest on the Bonds shall be paid by check drawn on the Transfer Agent, mailed to the registered owner of the Bonds at the registered address, as shown on the registration books of the School District maintained by the Transfer Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the School District to conform to market practice in the future.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York.

The Bonds of any series may be issued as serial or term bonds or both and shall be subject to optional or mandatory redemption prior to maturity at the times, in the manner, in the amounts and at the prices determined by an Authorized Officer at the time of sale of the Bonds.

Unless waived by any registered owner of any Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the School District. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the redemption date; the redemption price; the place where Bonds called for redemption are to be surrendered for payment; and that interest on Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

3. Bond Form and Execution of Bonds. The Bonds shall be in substantially the form in the attached Exhibit A with such changes as are authorized by the terms of this Resolution or necessary to complete the provisions thereof. The Bonds shall be signed by the manual or facsimile signatures of the President and Secretary of the Board. No Bonds shall be valid until authenticated by an authorized representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by it to the purchaser in accordance with instructions from the Treasurer of the Board upon payment of the purchase price for the Bonds in accordance with the bond purchase agreement therefor when accepted. Executed blank bonds for registration and issuance to transferees may simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

4. Debt Retirement Fund. Unless the School District establishes a Common Debt Retirement Fund as provided by law for all issues of bonds of like character of the School District, the Treasurer shall open a special depositary account for the Bonds with a bank to be designated as the 2026 School Building and Site Bonds Debt Retirement Fund (the "Debt Retirement Fund"). All proceeds from taxes levied for the payment of the principal of, interest on and redemption premium, if any, for the Bonds shall be deposited into the Debt Retirement Fund or the Common Debt Retirement Fund, if one is established. Once the Debt Retirement Fund is established, the moneys deposited in such fund shall be used solely for the purpose of paying the principal of, interest on and redemption premium, if any, for the Bonds. If the School District establishes a Common Debt Retirement Fund, the moneys deposited in that fund shall be used solely for the payment of the principal of and interest on the Bonds and other bonds of like character of the School District payable from the Common Debt Retirement Fund. The accrued interest, if any, received upon delivery of the Bonds shall also be deposited in the appropriate debt retirement fund. Taxes required to be levied to meet the principal and interest obligations and redemption premiums, if any, 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.

5. Capital Projects Fund. There shall be established by the Treasurer a special depository account, designated the 2026 School Building and Site Bonds Capital Projects Fund (the "Capital Projects Funds"). The amounts specified by an Authorized Officer at the time of sale of the Bonds from the net proceeds of sale of the Bonds and from any net original issue

premium shall be deposited to the Capital Projects Fund to be used only to pay for the costs of the Projects and the costs of issuance of the Bonds. Except for investment pending disbursement and as herein provided, the moneys in the Capital Projects Fund shall be used only to pay the costs of the Projects as such costs become due and payable and the costs of issuance of the Bonds and, as may be necessary, to rebate arbitrage earnings, if any, to the United States Department of Treasury as required by the Internal Revenue Code of 1986, as amended (the "Code"). Any net original issue premium received on sale and delivery of the Bonds shall be deposited in the appropriate fund consistent with State and federal law and, if required by federal tax law, may be used to pay capitalized interest on the Bonds associated with the Projects or may be used to reduce the principal amount of the Bonds associated with the Projects issued. Such net original issue premium received, if any, shall be counted against the 2025 Bond Proposal authorization. Moneys remaining in the Capital Projects Fund after completion of the Projects and payment of the costs of issuance of the Bonds, may be used first for any purpose permitted by the 2025 Bond Proposal and second for any purpose permitted by law, then shall be transferred to the Debt Retirement Fund.

6. Unlimited Tax. Commencing with the fiscal year beginning July 1, 2026, it shall be the duty of the School District to levy a tax annually in an amount sufficient so that the estimated collections therefrom will be sufficient to pay promptly when due the principal of and interest becoming due on the Bonds, which tax levies shall not be subject to limitation as to rate or amount.

7. Negotiated Sale. The School District has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, and based on the advice of the Municipal Advisor (as defined below) has determined that a negotiated sale of the Bonds provides the School District with greater flexibility in structuring bond maturities and the timing of the sale of the Bonds and will enable the School District to better market the Bonds to the advantage of the School District and its taxpayers.

8. Retention of Underwriter and Execution of Bond Purchase Agreement. The School District hereby appoints Huntington Securities, Inc., dba Huntington Capital Markets as senior managing underwriter for the Bonds (the "Underwriter"). Each Authorized Officer is hereby authorized to appoint one or more co-managing underwriters, if recommended by the Municipal Advisor. Each Authorized Officer is further authorized to negotiate and award the sale of the Bonds to the Underwriter pursuant to a bond purchase agreement, subject to the parameters set forth in this Resolution. Each Authorized Officer is authorized to execute and deliver the bond purchase agreement on behalf of the School District without further approval of the Board, *provided that* the trust interest cost on the Bonds shall not exceed 6.00% per annum and the underwriter's discount shall not exceed 0.75% of the principal amount of the Bonds.

An Authorized Officer may, without further approval or direction from the Board, execute a sale order evidencing the final terms of the Bonds, and make any of the determinations, covenants and elections authorized by this Resolution, provided that the final terms of the Bonds shall be within the parameters set forth in this Resolution.

9. Ratings and Bond Insurance. Each Authorized Officer is authorized to apply for bond ratings from such municipal bond rating agencies as is deemed appropriate and apply for

and purchase a policy of municipal bond insurance, if deemed appropriate by the Municipal Advisor and Bond Counsel (as defined below).

10. Official Statements. The President of the Board and each Authorized Officer are each hereby authorized to approve preliminary and final official statements relating to the Bonds as is deemed appropriate by the Municipal Advisor and Bond Counsel. The President of the Board or an Authorized Officer are further authorized to execute and deliver the final Official Statement relating to the Bonds on behalf of the School District and to approve, execute and deliver any amendments and supplements to the Official Statement necessary to assure that the statements therein are, and as of the time the Bonds are delivered to the Underwriter will be, true, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

11. Continuing Disclosure Undertaking. The School District hereby covenants, in accordance with the provisions of Rule 15c2-12, as may be amended (the "Rule"), promulgated by the Securities and Exchange Commission, to provide or cause to be provided the information set forth in the attached Exhibit B, as such Exhibit may be revised by an Authorized Officer as required by the Rule prior to delivery of the Bonds.

12. Tax Matters. The School District hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from adjusted gross income for federal income tax purposes under the Code including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds.

13. Expenditures and Reimbursements. The School District may incur project expenditures prior to receipt of proceeds of the Bonds issued to finance the Projects and may advance moneys from the general fund for that purpose to be reimbursed from proceeds of the Bonds when available. An Authorized Officer shall keep a specific record of all such expenditures.

The School District makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

(a) As of the date hereof, the School District reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the School District.

(b) The expenditures described in this paragraph (b) are for the Projects authorized by this Resolution and which were or will be paid subsequent to sixty (60) days prior to the date hereof.

(c) The maximum principal amount of debt expected to be issued for the Projects, including issuance costs, is $30,000,000.

(d) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Projects are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the School District's use of the proceeds of the debt to be issued for the Project to reimburse the School District for a capital expenditure made pursuant to this Resolution.

(e) The expenditures described in (b) above are "capital expenditures" as defined in Treas. Reg. § 1.1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).

(f) No proceeds of the borrowing paid to the School District in reimbursement pursuant to this Resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in (d) above.

14. Further Bond Details. Each Authorized Officer is hereby individually authorized to adjust the final Bond details to the extent necessary or convenient to complete the transaction authorized in this Resolution, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, all subject to the parameters established in this Resolution.

15. Retention of Bond Counsel and Municipal Advisor. The law firm of Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield") is hereby appointed as bond counsel for the School District with reference to the issuance of the Bonds authorized by this Resolution ("Bond Counsel"). The representation of the School District by Miller Canfield as Bond Counsel is hereby confirmed and approved, notwithstanding Miller Canfield's periodic representation in unrelated matters of the Underwriter, Huntington Securities, Inc., dba Huntington Capital Markets, and other potential parties to the transactions contemplated by this Resolution. The School District also hereby appoints PFM Financial Advisors LLC to act as financial advisor with reference to the issuance of the Bonds authorized by this Resolution (the "Municipal Advisor").

16. Department of Treasury. Each Authorized Officer is hereby authorized to make application to Treasury for prior approval to issue the Bonds or file a qualifying statement. Each Authorized Officer is further authorized to request any and all waivers, including without limitation, rating waivers, or exemptions from Treasury necessary to the issuance of the Bonds as

recommended by the Municipal Advisor and Bond Counsel. Each Authorized Officer is authorized to have prepared and filed a Security Report with Treasury pursuant to Act 34.

17. Department of Treasury Qualification. The officers, agents and employees of the School District are authorized to submit a request for interim approval and such other actions as may be required for qualification under the School Bond Qualification, Approval, and Loan Act, Act 92, Public Acts of Michigan, 2005, as amended. Each Authorized Officer is authorized on behalf of the School District to approve a completed Application for Final Qualification of the Bonds, in substantially the form attached hereto as Exhibit C, with such changes as an Authorized Officer shall deem necessary to conform such Application to the final terms of each series of the Bonds, and to sign one or more loan agreements and any other documents that may be required by each loan agreement. The Secretary of the Board is hereby authorized and directed to execute and cause to be submitted to Treasury the completed Application for Final Qualification of the Bonds.

18. Further Actions. The officers, administrators, agents and attorneys of the School District are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary to complete the issuance and delivery of the Bonds in accordance with this Resolution. The officers, administrators, agents and attorneys of the School District are authorized and directed to pay costs of issuance including Bond Counsel fees, Municipal Advisor fees, rating agency fees, Transfer Agent fees, costs of printing the preliminary and final official statements, and any other costs necessary to accomplish sale and delivery of the Bonds.

[*Remainder of Page Intentionally Left Blank*]

19. Conflicts. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: _____

_____

NAYS: _____

_____

RESOLUTION DECLARED ADOPTED.

_____
Cheryl Simonetti
Secretary, Board of Education

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Board of Education of Jackson Public Schools, County of Jackson, State of Michigan, at a regular meeting held on December 16, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
Cheryl Simonetti
Secretary, Board of Education

EXHIBIT A

BOND FORM

UNITED STATES OF AMERICA

STATE OF MICHIGAN
COUNTY OF JACKSON

JACKSON PUBLIC SCHOOLS
2026 SCHOOL BUILDING AND SITE BOND
(UNLIMITED TAX GENERAL OBLIGATION)

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP
	_____ 1, 20__		

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

Jackson Public Schools, County of Jackson, State of Michigan (the "School District") 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, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above, or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on November 1, 2026 and semiannually thereafter. Principal of this bond is payable at the corporate trust office of _____, or such other transfer agent as the School District may hereafter designate by notice mailed to the registered owner hereof not less than 60 days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who or which is as of the 15th day of the month preceding each interest payment date, the registered owner, at the registered address. For the prompt payment of this bond, both principal and interest, the full faith and credit of the School District is hereby irrevocably pledged.

This bond is one of a series of bonds of even date of original issue aggregating the principal sum of $_____, (the "Bonds"). The Bonds are issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended, and Act 34, Public Acts of Michigan, 2001, as amended, and pursuant to a resolution duly adopted by the Board of Education of the School District on December 16, 2025, and constitute the first series of bonds

authorized pursuant to a majority vote of the qualified electors of the School District voting thereon at the regular election held on November 4, 2025.

This Bond and the interest hereon are payable from the Debt Retirement Fund of the School District for this issue, and the School District is obligated to levy annually sufficient taxes without limitation as to rate or amount to provide for the payment of the principal of and interest on these bonds as they mature.

Bonds or $5,000 portions of bonds maturing in the years 20__ to 20__, inclusive, shall not be subject to redemption prior to maturity.

Bonds maturing in the years 20__ to 20__, inclusive, shall be subject to redemption prior to maturity, at the option of the School District, in any order of maturity, and by lot within a single maturity, on any date on or after _____, 20__. Bonds or portions thereof called for redemption shall be redeemed at par plus accrued interest to the date fixed for redemption.

[Insert mandatory term bond redemption provisions, if needed]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption of any bond shall be given at least 30 days and not more than 60 days prior to the date fixed for redemption by mail to the registered holder or holders at the registered addresses shown on the registration books kept by the Transfer 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 aggregate principal amount equal to the unredeemed portion of the bond surrendered shall be issued to the registered holder thereof. No further interest shall accrue on the bonds or portions of bonds called for redemption after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the same.

Any bond may be transferred by a registered owner, in person or by the registered owner's authorized attorney or legal representative, upon surrender of the bond to the Transfer Agent for cancellation, together with a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond is surrendered for transfer, the Transfer Agent shall authenticate and deliver a new bond or bonds, in like aggregate principal amount, interest rate and maturity. The Transfer Agent shall require the owner requesting the transfer to pay any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent will not be required to (i) issue, register the transfer of or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the day of that mailing, or (ii) register the transfer of or exchange any bond selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

It is hereby certified and recited that all acts, conditions and things required to be done, exist and happen, precedent to and in the issuance of this bond and the series of bonds of which this is one, in order to make them valid and binding obligations of the School District have been done, exist and have happened in regular and due form and time as provided by law, and that the total indebtedness of the School District, including this bond and the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, Jackson Public Schools, County of Jackson, State of Michigan, by its Board of Education has caused this bond to be signed in the name of the School District by the manual or facsimile signature of the President and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education, all as of the Date of Original Issue.

JACKSON PUBLIC SCHOOLS
County of Jackson
State of Michigan

By: _____[manual/facsimile]_____
President

Countersigned:

By: _____[manual/facsimile]_____
Secretary

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the Bonds described above.

_____
Transfer Agent

By: _____
Authorized Signature

Date of Authentication: _____, 2026

EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by Jackson Public Schools, County of Jackson, State of Michigan (the "School District"), in connection with the issuance of its 2026 School Building and Site Bonds (Unlimited Tax General Obligation) (the "Bonds"). The School District covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

(a) *Definitions*. The following terms used herein shall have the following meanings:

"Audited Financial Statements" means the annual audited financial statement pertaining to the School District prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

"Bondholders" shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access system, or such other system, Internet Web site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

"Financial Obligation" means "financial obligation" as such term is defined in the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended, as in effect on the date of this Undertaking, including any official interpretations thereof issued either before or after the date of this Undertaking which are applicable to this Undertaking.

"SEC" means the United States Securities and Exchange Commission.

(b) *Continuing Disclosure.* The School District hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA, on or before the last day of the sixth month after the end of the fiscal year of the School District, commencing with the fiscal year ending June 30, 2026, in an electronic format as prescribed by the MSRB:

(1) Certain annual financial information and operating data reasonably available to the School District in form and substance similar to the information contained in the official statement of the School District relating to the Bonds (the "Official Statement") appearing in the Tables in the Official Statement as described below: [Headings to be conformed to Official Statement when available.]

a. ENROLLMENT – Historical Enrollment;
b. STATE AID PAYMENTS;
c. PROPERTY VALUATIONS – History of Valuations;
d. MAJOR TAXPAYERS;
e. SCHOOL DISTRICT TAX RATES - (Per $1,000 of Valuation);
f. TAX LEVIES AND COLLECTIONS;
g. RETIREMENT PLAN – Contribution to MPSERS;
h. LABOR RELATIONS;
i. DEBT STATEMENT – DIRECT DEBT;
j. LEGAL DEBT MARGIN;
k. SCHOOL LOAN REVOLVING FUND (SLRF) PROGRAM;
l. GENERAL FUND BUDGET SUMMARY, in Appendix C.

(2) The Audited Financial Statements. Provided, however, that if the Audited Financial Statements are not available by the date specified above, they shall be provided when available and unaudited financial statements will be filed by such date and the Audited Financial Statements will be filed as soon as available.

Such annual financial information and operating data described above are expected to be provided directly by the School District or by specific reference to other documents available to the public through EMMA or filed with the SEC, including official statements of debt issues of the School District or related public entities.

If the fiscal year of the School District is changed, the School District shall send a notice of such change to the MSRB through EMMA, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) *Notice of Failure to Disclose*. The School District agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the School District to provide the annual financial information with respect to the School District described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events*. The School District agrees to provide or cause to be provided to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds:

(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 Bonds, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of holders of the Bonds, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution, or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the School District, which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the School District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the School District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District;
(13) the consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District, 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; or
(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 School District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the School District, any of which affect security holders, if material; or
(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the School District, any of which reflect financial difficulties.

(e) *Materiality Determined Under Federal Securities Laws*. The School District agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Identifying Information*. All documents provided to the MSRB through EMMA shall be accompanied by the identifying information prescribed by the MSRB.

(g) *Termination of Reporting Obligation*. The obligation of the School District to provide annual financial information and notices of material events, as set forth above, shall be terminated if and when the School District no longer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(h) *Benefit of Bondholders*. The School District agrees that its undertaking pursuant to the Rule set forth in this Undertaking is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the School District's obligations hereunder and any failure by the School District to comply with the provisions of this Undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) *Amendments to the Undertaking*. Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the School District, provided that the School District agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the School District or the type of activities conducted thereby, (b) the undertaking, as amended, 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, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the School District (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the School District in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the School District to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

IN WITNESS WHEREOF, the School District has caused this Undertaking to be executed by its authorized officer.

JACKSON PUBLIC SCHOOLS

By:_____

Its: _____

Dated: _____, 2026

EXHIBIT C

FORM OF APPLICATION FOR FINAL QUALIFICATION OF BONDS

Reset Form

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

Application No. SBL

Application for Final Qualification of Bonds

for Participation in the Michigan School Bond Qualification and Loan Program

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

Legal Name of School District	District Code Number	Telephone Number	
Jackson Public Schools	38170	(517) 841-2287	
Address	City	County	ZIP Code
522 Wildwood Avenue	Jackson	Jackson	49201
Name of Person Responsible for Preparation of this Application		Title	
Jeremy Patterson		Superintendent	

CERTIFICATION

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

☒ regular **or** ☐ special meeting held on the 16 day of December, 2025,

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

Name of Secretary (Print or Type)	Signature of Secretary	Date
Cheryl Simonetti		

PARTICIPANTS

Secretary, Board of Education Cheryl Simonetti	Superintendent of Schools Jeremy Patterson
Treasurer, Board of Education Subba Reddy	Architectural Firm TMP Architecture, Inc.
Bond Counsel Miller, Canfield, Paddock & Stone, P.L.C	Construction Manager Triangle Associates, Inc.
Financial Advisor PFM Financial Advisors LLC	Paying Agent TBD
Senior Underwriter Huntington Capital Markets	

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_____, 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 / Assistant Superintendent, Finance 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).

   See attached ballot

2. ELECTION DATA:
   a. Date of election: 11/4/2025
   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 ..... $ 82,520,000
   c. Total amount of bonds being refunded ..... $ _____
   d. Total amount of proposed and existing debt (4a + b - c) ..... $ _____

5. PROPERTY VALUATION: Taxable valuation as of this date ..... $ 1,685,331,623

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

   Changes in maturity structure. First of 2 anticipated series.

7. Bond Type(s) (Check all that apply):
   - [x] Fixed Rate
   - [ ] Variable Rate
   - [x] Tax Exempt
   - [ ] Taxable
   - [ ] Qualified Zone Academy Bond