MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, August 12, 2026
AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Communications/Community Engagement

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public meeting. There is one time for public participation during the meeting as indicated in the agenda. When addressing the Board, you will be asked to state your name. The Board determines the amount of time granted to individuals or groups to speak. Each person shall be allowed to speak for up to 3 minutes. Board members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public. In general, such items will be referred to the superintendent for advisement, investigation, study, and/or recommendation or designated as future agenda items for Board consideration.

A. Public Comments

IV. Routine Matters for Approval

A. Minutes of the Regular Meeting July 8, 2026
B. Minutes of the Regular Meeting Closed Session of July 8, 2026
C. Bills/Reimbursement of Expenses
D. Milan Area Schools 2026-2027 Course Offerings – Attachment A

V. Board Organization

A. Bargaining Groups Update

VI. Milan Area Schools Strategic Business

A. Finance/Operations
    1. School Loan Revolving Fund – Annual Loan Activity Application – Attachment B
B. Learning Environment/Culture
    1. Board Policy Discussion – Attachment C
    2. Milan Area Schools Branding and Logo Guidelines Presentation
C. Personnel/Leadership
    1. Teacher Appointments
        MMS STEM
        MMS Social Worker
        MHS Principal
        PECC Executive Director
    2. Milan Area Schools Transportation Association Master Agreement – Attachment D

3. Cafeteria Employee Policies – Attachment E

D. Communications/Community Engagement
    1. Public Comments
    2. Assistant Superintendent Comments
    3. Superintendent Comments
    4. Board Member Comments

VII. Other Old/New Business

A. Closed Session – Negotiation Strategies

VIII. Adjournment

MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, August 12, 2026
RESOLUTIONS

I. Call to Order

The regular meeting of the Milan Area Schools Board of Education was called to order in the District Office Boardroom located at 100 Big Red Drive, Milan MI, 48160, by President Faro at _____ p.m. on August 12, 2026.

II. Pledge of Allegiance

III. Communications/Community Engagement

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public meeting. There is one time for public participation during the meeting as indicated in the agenda. When addressing the Board, you will be asked to state your name. The Board determines the amount of time granted to individuals or groups to speak. Each person shall be allowed to speak for up to 3 minutes. Board members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public. In general, such items will be referred to the superintendent for advisement, investigation, study, and/or recommendation or designated as future agenda items for Board consideration.

A. Public Comments

IV. Routine Matters for Approval

A. Minutes of the Regular Meeting July 8, 2026

Motion by _____ supported by _____ to approve the minutes of the Regular Meeting on July 8, 2026.

Heikka ____ Meray ____ Prior ____ Cislo ____ Burdette ____ Faro____ Gutierrez ____ Carried_____.

B. Minutes of the Regular Meeting Closed Session of July 8, 2026

Motion by _____ supported by _____ to approve the minutes of the Regular Meeting Closed Session on July 8, 2026.

Meray ____ Prior ____ Cislo ____ Burdette ____ Faro____ Gutierrez ____ Heikka ____ Carried_____.

C. Bills/Reimbursement of Expenses

Motion by _____ supported by _____ to approve the bills/reimbursement of expenses.

Prior ____ Cislo ____ Burdette ____ Faro____ Gutierrez ____ Heikka ____ Meray ____ Carried_____.

D. Milan Area Schools 2026-2027 Course Offerings – Attachment A

Motion by _____ supported by _____ to approve the Milan Area Schools 2026-2027 Course Offerings as detailed in Attachment A.

Cislo ____ Burdette ____ Faro____ Gutierrez ____ Heikka ____ Meray ____ Prior ____ Carried_____.

V. Board Organization

A. Bargaining Groups Update

VI. Milan Area Schools Strategic Business

A. Finance/Operations

1. School Loan Revolving Fund – Annual Loan Activity Application – Attachment B

Motion by _____ supported by _____ to approve the Annual Loan Activity Application Resolution to repay the School Loan Revolving Fund as provided in Attachment B.

Burdette ____ Faro____ Gutierrez ____ Heikka ____ Meray ____ Prior ____ Cislo ____ Carried_____.

B. Learning Environment/Culture

1. Board Policy Update – Attachment C

Motion by _____ supported by _____ to revise, repeal, and/or adopt Board policies as described in Attachment C.

Faro____ Gutierrez ____ Heikka ____ Meray ____ Prior ____ Cislo ____ Burdette ____

2. Milan Area Schools Branding and Logo Guidelines Presentation

Motion by _____ supported by _____ to approve the Milan Area Schools Branding and Logo Guidelines effective the 2026-2027 school year.

Gutierrez ____ Heikka ____ Meray ____ Prior ____ Cislo ____ Burdette ____ Faro____ Carried_____.

C. Personnel/Leadership

1. Teacher Appointments

Motion by _____ supported by _____ to approve Barry Dotson as an MMS STEM Teacher effective for the 2026-2027 school year.

Heikka ____ Meray ____ Prior ____ Cislo ____ Burdette ____ Faro____ Gutierrez ____ Carried_____.

Motion by _____ supported by _____ to approve Oliva Fink as a MMS Social Worker effective for the 2026-2027 school year.

Meray ____ Prior ____ Cislo ____ Burdette ____ Faro____ Gutierrez ____ Heikka ____ Carried_____.

Motion by _____ supported by _____ to approve Kristyn Pierfelice as Milan High School Principal effective for the 2026-2027 school year.

Prior ____ Cislo ____ Burdette ____ Faro____ Gutierrez ____ Heikka ____ Meray ____ Carried_____.

Motion by _____ supported by _____ to approve Codi Benjamin as the Executive Director of Paddock Early Childhood Center effective for the 2026-2027 school year.

Cislo ____ Burdette ____ Faro____ Gutierrez ____ Heikka ____ Meray ____ Prior ____ Carried_____.

2. Milan Area Schools Transportation Master Agreement - Attachment D

Motion by _____ supported by _____ to approve the Master Agreement with the Milan Area Schools Transportation Association as detailed in Attachment D.

Burdette ____ Faro____ Gutierrez ____ Heikka ____ Meray ____ Prior ____ Cislo ____ Carried_____.

3. Cafeteria Employee Policies

Motion by _____ supported by _____ to approve the Cafeteria Employee Policies as detailed in Attachment E.

Faro____Gutierrez ____ Heikka ____ Meray ____ Prior ____ Cislo ____ Burdette ____ Carried_____.

D. Communications/Community Engagement
    1. Public Comments
    2. Assistant Superintendent Comments
    3. Superintendent Comments
    4. Board Member Comments

VII. Other Old/New Business

A. Closed Session – Negotiation Strategies

Motion by _____ supported by _____ to enter into closed session pursuant to Section 8(1)(c) of the Michigan Open Meetings Act for Negotiation Strategies.

Gutierrez ____ Heikka ____ Meray ____ Prior ____ Cislo ____ Burdette ____ Faro____ Carried_____.

Time entered closed session _____.

Time returned to open session _____.

VIII. Adjournment - Time of Adjournment _____.

DRAFT

MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, July 8, 2026
MINUTES

The regular meeting of the Milan Area Schools Board of Education was called to order in the District Office Boardroom located at 100 Big Red Drive, Milan MI, 48160, by President Faro at 7:00 p.m. on July 8, 2026.

Board Members Present: Faro, Cislo, Burdette, Meray, Prior, Gutierrez and Heikka

Board Members Absent: None

Staff: Superintendent McMahon, Assistant Superintendent Bookout, Executive Finance Director Krista Hendrix, Margaret Durkee and Sara Beckman.

Guests: None

Public Comments: None

Motion by Prior supported by Cislo to approve the minutes of the Regular Meeting on June 24, 2026. All Ayes. Carried 7-0.

Motion by Cislo supported by Burdette to approve the minutes of Regular meeting Closed Session of June 24, 2026. All Ayes. Carried 7-0.

Motion by Burdette supported by Gutierrez to approve the bills/reimbursement of expenses. All Ayes. Carried 7-0.

Motion by Cislo supported by Gutierrez to adopt the following resolutions:

A. To name JP Morgan Chase/Chase Bank, Fifth Third Bank, US Bank, Michigan School District Liquid Asset Fund, Bank of NY Mellon, First Merchants Bank, and MBIA Michigan Class as depositories for General Fund, Payroll, Debt Retirement, Trust and Agency, Food Service, Athletic, and Internal Accounts for district moneys for the 2026-2027 fiscal year and that the following staff members' signatures be attached to the respective accounts as listed:

- General Fund, Payroll & Invoice, Debt Retirement, Food Service, Trust and Agency, Athletics – Superintendent, Assistant Superintendent, and Finance Director
- Milan High School – Superintendent, Assistant Superintendent, and Finance Director
- Milan Middle School – Superintendent, Assistant Superintendent, and Finance Director
- Symons Elementary School – Superintendent, Assistant Superintendent, and Finance Director
- Paddock Elementary School – Superintendent, Assistant Superintendent, and Finance Director

Be it further moved that the superintendent or designee is authorized to transfer funds from savings to checking and checking to savings and is authorized to buy time savings certificates and invest district monies in accordance with state and/or federal law and Board Policy.

B. To designate the Superintendent or designee to post notices of meetings.

C. That the law firm of Thrun Law Firm, P.C. be retained as the district's legal counsel for the 2026-2027 fiscal year. Further moved that the Superintendent is authorized to extend the retainer relationship with Thurn Law Firm, P.C. for one year upon its anniversary date. Further moved that other legal counsel may be retained for specific purposes as needed.

D. To approve the appointments listed below:

- Voting Delegates to MASB Gutierrez, Prior.
- Alternate voting Delegates to MASB Meray, Burdette.

All Ayes. Carried 7-0.

Motion by Heikka supported by Burdette to approve the Emergency Operation Plans as revised in accordance with MCL-Section 380.1308b of the Revised School Code. All Ayes. Carried 7-0.

AI Protocols Update

Assistant Superintendent Bookout shared the result of that work by bringing forward the draft AI guidance documents for your review.

The AI Task Force includes teachers, administrators, and support staff from all four of our buildings. Through the district's partnership with Advanced Learning Partnership and REMC, the team spent the past year learning together, conducting action research, gathering feedback from staff and students, and discussing what responsible AI use should look like in Milan Area Schools.

The district recognizes that AI is a topic people feel very differently about. Some people are excited about its possibilities, while others have concerns about its impact on teaching and learning. Rather than taking a position for or against AI, the goal has been to create

guidance that helps staff, students, and families make informed, thoughtful decisions about when—and when not—to use it.

Assistant Superintendent Bookout shared three guidance documents: one for staff, one for students, and one for families. Although each is written for a different audience, they all emphasize the same core ideas: protecting student privacy, maintaining academic integrity, using AI responsibly, and ensuring that AI enhances learning rather than replaces it.

Assistant Superintendent Bookout pointed out something that's very intentional in these documents: neither teachers nor students are required to use AI. The district believes educators should make professional decisions about when AI is appropriate in their classrooms, and students will always have a non-AI option for completing learning tasks. At the same time, the district also believes it's important that both students and staff understand how AI works and develop the knowledge needed to make informed decisions as this technology becomes more common in higher education, the workplace, and everyday life.

Finally, Assistant Superintendent Bookout emphasized that this is not the end of the work. The AI Task Force will continue meeting next year to support implementation, develop professional learning for staff, create AI literacy lessons for our secondary students, review emerging AI tools, and continue refining these guidance documents as the technology evolves.

Assistant Superintendent Bookout thanked the members of the AI Task Force for the time, thoughtful discussion, and collaboration they invested throughout this process. Assistant Superintendent Bookout expressed pride in the balanced, student-centered approach the team has taken and said she looked forward to hearing the board's feedback as the district continues refining these resources together.

Motion by Meray supported by Prior to approve Julie Mata as a Milan High School Social Worker effective for the 2026-2027 school year. All Ayes. Carried 7-0.

Superintendent McMahon provided updates regarding Milan Area Schools cafeteria, transportation and MASSS bargaining groups negotiations meetings.

Public Comments: None

Assistant Superintendent Comments:

- Assistant Superintendent Bookout recognized an outstanding accomplishment by several of our students.

This year, 19 Milan High School students earned recognition through the College Board National Recognition Program. This includes 14 students from the Class of 2027 and 5 students from the Class of 2028.

The College Board National Recognition Program celebrates students for their academic achievement and recognizes those who have demonstrated strong performance in school and on SAT or PSAT while meeting program eligibility criteria.

Congratulations to these students on this well-deserved honor. We are proud of their hard work and accomplishments, and we look forward to seeing all they continue to achieve.

Superintendent Comments:

- Superintendent McMahon shared with the community that the MHS Homecoming Parade route will be changing for the 2026-2027 school year. The route will begin at Milan Nature Park, which will also serve as the staging area, then proceed south on Platt, west on Redman past the front of the high school, and then around to the back. The Student Council has been working to develop a Homecoming Gathering that will include games and food vendors for a pre-game celebration near the football field. The students were interested in creating a larger community event at the school and also reducing the existing route.

- Superintendent McMahon announced that our Transportation Mechanic, Doug Orr, was named the 2026 Bus Technician of the Year, on July 2, at the annual conference for Michigan Association for Pupil Transportation . We are honored to be supported by Doug's commitment to staff and student safety through the maintenance of our bus fleet.

- Superintendent McMahon shared an update on the tennis court proposal. In working with Thrun Law firm and the vendor that was approved to replace the court surface worked to redefine the category of the work that was potentially going to be uncovered by Sinking Fund dollars. The re-categorization will reduce the potential burden on the general fund down to $5,000.

- Superintendent McMahon updated the Board that he, Krist Hendrix, and Gary Cox have held additional meetings with two vendors for assistance with long-range facility management planning and potential energy bonding. Soon, they will narrow down to one vendor to conduct a deeper investigation into a potential partnership with the district. Any potential for a partnership will be brought to the Board for approval in the future as this work is still in the planning stages.

Board Member Comments:

- Heikka congratulated students on their AP test scores, emphasizing that taking the exams provides vital preparation for future collegiate challenges regardless of individual outcomes.

- Burdette noted ongoing summer district events, announcing that MHS Productions will host a show reveal party for current and prospective theater students on July 16 at 3:00 p.m. at the theater, followed by participation in Third Thursdays that evening. He highlighted a football clinic hosted by the coaching staff from July 28 through July 30 for incoming seventh through twelfth graders and directed interested families to reach out to Coach Trot or Mr. Morelock for additional information.

- Faro thanked Superintendent McMahon and Ms. Hendrix for a productive finance committee meeting, noted that Secretary Sara Meray and the communications committee will meet soon, and reiterated that year-to-date fiscal year 2025–2026 sinking fund expenses are posted on the district website for community review. Acknowledging the state's adopted school aid budget, he observed that while a 2.5% foundation increase allows for better planning, public schools remain underfunded relative to inflation, federal special education funding remains uncertain, and necessary budget adjustments will be brought to the board. Additionally, he thanked the district for supporting his upcoming attendance at the MASB Summer Institute in Kalamazoo from August 7 through August 9. Lastly, he instructed board members to review policies 4229 through 4404 prior to the August 12 meeting.

- Heikka, adding to Mr. Faro’s comments regarding the state budget, criticized the continuous diversion of School Aid Fund dollars toward higher education and other non-public school items. She urged the community to monitor these financial details to understand how such diversions contribute to state funding limitations or reductions.

Motion by Cislo supported by Burdette to enter into closed session pursuant to Section 8(1)(c) of the Michigan Open Meetings Act for Negotiation Strategies. All Ayes. Carried 7-0.

Time entered into closed session at 7:42 p.m.

Time returned into open session at 8:30 p.m.

Time of Adjournment 8:30 p.m.

ATTACHMENT A

Milan Area Schools
2026-2027
District Course Approval

Milan Area Schools will provide course offerings through:

- Milan Area Schools
    - Elementary
        - Y5-5 Homeroom
        - Y5-5 Writing
        - Y5-5 Reading
        - Y5-5 Math
        - Y5-5 Social Studies
        - Y5-5 Science
        - Y5-5 Electives
            - PE
            - Art
            - Music
            - Technology / Career Exploration / Alternate Course
            - STEM
    - Middle School
        - As documented in the annual course catalog.
    - High School
        - As documented in the annual course catalog.
- Michigan Virtual University (MVU)
- Genesee Network for Education Telecommunications (GenNET)
- Lincoln Learning
- Virtual Learning Academy (VLAC)
- Early College Alliance (ECA)
- Washtenaw International High School (WIHI)
- Washtenaw Alliance for Virtual Education (WAVE)
- Dual Enrollment
- Other Providing Partners

These approvals include all courses offered for credit or grade promotion. The courses include traditional offerings, as well as experiential or online learning options.

ATTACHMENT B

School Bond Qualification and Loan Program
School Loan Revolving Fund
Bureau of Bond Finance
Michigan Department of Treasury
430 W. Allegan
Lansing, MI 48922

ANNUAL LOAN/REPAYMENT ACTIVITY APPLICATION
For Participation in the School Bond Qualification and Loan Program

Legal Name of School District	District Code No.	County
Milan Area Schools	81-100	Washtenaw County

CERTIFICATE

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 12th day of August, 2026, and that said 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).

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of August, 2026.

Sara Meray
(Type or Print Name of Secretary)

_____
(Signature of Secretary)

Michelle Heikka
(Type or Print Name of Treasurer, Board of Education)

_____
(Signature of Superintendent of Schools)

RESOLUTION

A meeting was called to order by _____, President.

Present: Members _____

Absent: Members _____

The following preamble and resolution were offered by Member _____

and supported by Member _____

WHEREAS:

1. Act 92 of the Public Acts of Michigan, 2005, enacted pursuant to Article IX, Section 16, of the Michigan Constitution of 1963, provides the procedure, terms and conditions for obtaining a loan from the Michigan School Loan Revolving Fund.

2. Pursuant to Executive Order No. 1993-19, the state activities related to bond qualification and state borrowing functions for the provision of loans by the State of Michigan to school districts were transferred from the Department of Education to the Department of Treasury. The State Treasurer is responsible for prescribing the forms and procedures regarding the application for loan from the School Loan Revolving Fund.

3. This district has taken all necessary actions to comply with all legal and procedural requirements for borrowing from the School Loan Revolving Fund.

NOW, THEREFORE, LET IT BE RESOLVED THAT:

1. The district approves the estimated amount to be borrowed from or repaid to the School Bond Qualification and Loan Program and certifies the amount of qualified debt millage to be levied in accordance with the following:

Qualified bond debt millage (Tax Year 2026)	9.75	
Combined beginning balance owed to the SBLF and/or SLRF 06/30/2026		$ 42,136,002.75
Estimated amount to borrow from or repay to the SBLF and/or SLRF		(2,746,853.00)
Estimated accrued interest		1,969,457.49
Estimated combined ending balance owed the SBLF and/or SLRF 06/30/2027		41,358,607.24

2. The district agrees to levy the debt millage tax as indicated above in the current tax year and to levy the debt millage tax required by law on the taxable valuation of the district for each subsequent year until all loans are repaid in full to the State of Michigan.

3. The district agrees to take actions and to refrain from taking any actions as necessary to maintain the tax exempt status of tax exempt bonds or notes issued by the State or the Michigan Finance Authority for the purpose of financing loans to school districts.

4. The district agrees to file a draw request with the State Treasurer not less than 30 days prior to the time when disbursement proceeds will be necessary in order to pay maturing principal or interest or both and to provide any other pertinent facts which may be required to be included in the request.

5. The (title of authorized officer) Superintendent or Designee is authorized and directed to file with the Department of Treasury the Annual Loan/Repayment Activity Application and any draw request documents necessary for borrowing from the SLRF.

6. 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.

7. 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 application and submit same to the State Treasurer for his review and approval.

Ayes: Members

Nayes: Members

POLICY UPDATE 8.12.26

Board Policy Manual	
Policy	**Revision(s) Summary**
	2000 Series
2202 Authority to Enter into Contracts	Added new optional section G that would authorize the Superintendent to make purchases within budget allocations.
2406 Board Officers Duties	Added new "chain of command" provisions to address situations where one or more board officers are absent or otherwise unable or unavailable to perform their duties.
	3000 Series
3102 Smoking Tobacco Products Drugs and Alcohol	Updated to reflect recommended revisions from MDHHS.
3108 Service Animals	Updated to add definitions of “service animal in training” and “animal raiser or trainer”. Added new section J “Service Animals in Training”
3115 – 3115E; 3115H	Corrected legal authority.
3301A Purchasing and Procurement with Federal Funds	Updated to reflect the District’s ability to increase the micro-purchase threshold for micro-purchases. Updated to acknowledge that asbestos removal is treated differently from other services for bidding purposes.
3303 Gifts and Donations	Clarified the District’s ability to liquidate stock donations.
3304 Use of District Property	Updated definition of “student groups” for consistency with changes to Policy 5507 (Extracurricular Activities).
3306 Construction Bidding	Revised to clarify that competitive bidding is required under Section 1267 of the Revised School Code for certain improvements and services in addition to traditional school building construction.
3402 Drills Plans and Reports	Removed section F (Reporting Incidents of Crime) and removed reference to repealed law from legal authority.
3407 Asbestos Management	Corrected legal authority.
	4000 Series
4101 Non-Discrimination	Replaced LEXIS number in legal authority with reporter citation for Mothering Justice case.
4104 Employment Complaint Procedure for Allegations Implicating Civil Rights	Updated MDCR contact information and added link to portal Added EEOC ASL Video number and public portal link Added the Title IX requirement that a complaint be signed by the complainant to be considered a formal complaint
4113 Michigan Earned Sick Time Act (ESTA)	Replaced LEXIS number in legal authority with reporter citation for Mothering Justice case.
4201 Employee Ethics and Standards	Updated section B.2 to be consistent with RSC Section 1814 Updated C.9 and C.13 to be consistent with C.15 and C.16 Added an option in C.9 for prior permission of “a District administrator” to be consistent with C.15 and C.16.
4205-AG-1 Criminal Justice Information Security	Added legal authority.
4216 Personal Communications Devices	Updated policy title and the definition of “personal communications device” to align with definition of “wireless communications device” in Policy 5209.
4508 Administrator Non-Renewal	Updated to address nonrenewal process in the absence of an applicable individual contract or CBA.

4602 Hiring	Clarified that the Board may consider any other relevant factors as determined by the Board when hiring a superintendent.
	5000 Series
5507 Extracurricular Activities	Updated to define “extracurricular activities”.
5714 Threat Assessment and Response	Updated to reflect new law requiring schools to establish BTAM teams by October 1, 2026.

Series 2000: Bylaws

2200 Board Powers

2202 Authority to Enter into Contracts

A. The Board may enter into agreements, contracts, or other cooperative arrangements with other entities, public or private, including, but not limited to, another school district or intermediate school district, to the extent permitted by law.

B. The Board also may enter into an agreement with a public school academy to provide services to the public school academy or the academy's students or for the public school academy to provide services to the District or to the District's students.

C. No agreement, contract, or other cooperative arrangement is binding on the District unless approved by the Board or designee and executed by 1 or more persons delegated authority to act as an authorized signatory to an agreement, contract, or other cooperative arrangement on the Board's behalf. Absent the Board's express delegation of authority to another entity or person, only the Board has the authority to contractually bind the District.

D. The Board and its authorized designees are without authority to grant unconditional indemnity to a third party before a liability-triggering event has occurred.

E. Before presenting a contract to the Board for approval, the Superintendent or designee will:

1. verify the Board's contracting authority;

2. review budget parameters and implications and recommend any correspondingly required budget amendments;

3. review relevant existing contractual obligations;

4. consider and report to the Board any actual or perceived conflicts of interest; and

5. ensure that the contract complies with all relevant laws and Policies.

F. All independent contractors, employees of independent contractors, and other persons who provide services to the District who are not District employees must comply with all applicable legal requirements and Policies, including those related to interactions with students, non-discrimination, ethics and standards, student safety and welfare, student privacy, and District operations.

G. Subject to bidding requirements (see Policy 3301 and Policy 3301A), the Superintendent is authorized to make purchases within budget allocations.

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Legal Authority: MCL 15.321 et seq.; MCL 380.11a(4), 380.1203, 380.1228, 380.1421, 380.1422; *Huntington Leasing Co v Manistee ISD,* unpublished Mich App No. 250942 (2005)

Date adopted: June 25, 2025

Date revised: August 12, 2026

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Series 2000: Bylaws

2400 Board Membership and Duties

2406 Board Officers' Duties

To ensure proper District oversight, a Board officer must fulfill the requirements of the respective office. The following Board officer duties may be modified or removed, in whole or in part, by Board action.

A. President

1. Preside over all Board meetings and act as a decision-maker on procedural issues.

2. Coordinate with the Superintendent or designee to prepare Board meeting agendas.

3. Serve as the Board's spokesperson unless another person is designated by the Board.

4. Sign contracts, correspondence, and other documents on behalf of the District as authorized by the Board or required by law.

5. Accept complaints and coordinate investigations into allegations of misconduct against other Board members or the Superintendent, including placing the Superintendent on non-disciplinary, paid administrative leave during the pendency of an investigation.

6. Contact legal counsel on the Board's behalf or authorize individual Board members to contact legal counsel.

7. Perform other duties as prescribed by law, Policy, or Board action.

B. Vice President

1. In the President's absence, or in the event that the President is precluded from performing the President's duties due to illness or other reason, the Vice President is authorized to preside over Board meetings and perform the President's duties to the extent allowed by law. In the alternative, the Board may appoint a Board member to serve as acting President, and that acting President will be authorized to preside over Board meetings and perform the President's duties to the extent allowed by law.

2. Perform other duties as prescribed by law, Policy, or Board action.

C. Secretary

1. Ensure that an accurate record of Board meetings is maintained and published in compliance with law.

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2. Sign Board meeting minutes, orders, resolutions, and records memorializing Board proceedings.

3. Draw and sign orders upon the Treasurer for money to be disbursed by the Board.

4. Perform other duties as prescribed by law, Policy, or Board action.

5. In the Secretary's absence, or in the event that the Secretary is precluded from performing the Secretary's duty to sign Board meeting minutes due to illness or other reason, the President must appoint a temporary Secretary, who will be authorized to sign approved Board meeting minutes. For all other Secretary duties, in the Secretary's absence, the Vice President is authorized to perform the Secretary's duties to the extent allowed by law. In the alternative, the Board may appoint a Board member to serve as acting Secretary, and that acting Secretary will be authorized to perform the Secretary's duties to the extent allowed by law.

6. The Secretary may delegate Secretary duties to an assistant to the Secretary to the extent allowed by law.

D. Treasurer

1. Serve as the custodian and maintain accounting for District monies, credits, and property.

2. Sign checks and other Board-authorized documents.

3. Perform other duties as prescribed by law, Policy, or Board action.

4. In the Treasurer's absence, or in the event that the Treasurer is precluded from performing the Treasurer's duties due to illness or other reason, the Vice President is authorized to perform the Treasurer's duties to the extent allowed by law. In the alternative, the Board may appoint a Board member to serve as acting Treasurer, and that acting Treasurer will be authorized to perform the Treasurer's duties to the extent allowed by law.

5. In the absence of both the President and the Vice President, or when both the President and Vice President are precluded from performing their respective duties due to illness or other reason, the Treasurer is authorized to preside over Board meetings and perform the President's and the Vice President's respective duties to the extent allowed by law. In the alternative, the Board may appoint a Board member to serve as acting President, and that acting President will be authorized to perform the President's duties to the extent allowed by law. The Board may also appoint a Board member to serve as acting Vice President, and that acting Vice President will be authorized to perform the Vice President's duties to the extent allowed by law.

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6. The Treasurer may delegate Treasurer duties to the person acting as the District's business official or to an assistant to Treasurer, to the extent allowed by law.

E. Succession

1. Board office holders will promptly transfer authority to their respective successor in office, including access to District accounts, investments, files, and public records.

2. Board office holders will promptly deliver District property, including logs, ledgers, money, reports, files, books, equipment, and public records, to the Board officer's respective successor in office.

3. The transfer of District property will promptly occur at a location and time agreed upon by the Board officer and the Board officer's successor in office or at a location and time otherwise determined by the Board.

Legal authority: MCL 380.901, 380.947, 380.1201, 380.1213, 380.1221, 380.1223, 380.1231, 380.1362, 380.1371, 380.1372, 380.1535a, 380.1539b, 380.1577, 380.1613; MCL 600.6094

Date adopted: June 25, 2025

Date revised: August 12, 2026

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Series 3000: Operations, Finance, and Property

3100 General Operations

3102 Smoking, Tobacco Products, Drugs, and Alcohol

A. Definitions

1. “Electronic nicotine delivery system” means any product containing or delivering nicotine, a nicotine analog, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. “Electronic nicotine delivery system” includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, e-hookah, vape pens, mods, and tank systems, regardless of any other product name or descriptor that is used. “Electronic nicotine delivery system” includes any component part of a product, whether marketed or sold separately, including but not limited to e-liquids, e-juice, cartridges, and pods.

2. “Illegal drugs” means “controlled substances” under federal or Michigan law, anabolic steroids, human growth hormones or other performance-enhancing drugs, substances purported to be illegal, abusive, or performance-enhancing (i.e., synthetic “look-alike”) drugs, or other drugs prohibited by law.

3. “Imitation tobacco product” means any edible non-tobacco product designed to resemble a commercial tobacco product, or any non-edible non-tobacco product designed to resemble a commercial tobacco product and intended to be used by children as a toy. “Imitation tobacco product” includes, but is not limited to, candy or chocolate cigarettes, bubble gum cigars, shredded bubble gum resembling chewing tobacco, pouches containing flavored substances packaged similar to snus, and shredded beef jerky in containers resembling snuff tins.

4. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, cannabis, or other plant, whether natural or synthetic, that is intended for inhalation. “Smoking” also includes carrying or using an activated electronic nicotine delivery system.

5. “Tobacco-related devices” means ashtrays, rolling papers, wraps, or pipes for smoking and any components, parts, or accessories of electronic nicotine delivery systems.

6. “Tobacco product” means any product containing, made, or derived from tobacco or that contains nicotine, whether synthetic or natural, that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including but not limited to: cigarettes; electronic nicotine delivery systems; cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking

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tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.

7. "Use of tobacco product" means any of the following:

   a. the carrying by a person of a lighted cigar, cigarette, pipe, other tobacco-related device, or electronic nicotine delivery system;

   b. the ingestion of a tobacco product, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means;

   c. the placing of a tobacco product within a person's mouth; or

   d. the smoking or use of an electronic nicotine delivery system, tobacco product, imitation tobacco product, or other substitute forms of cigarettes, clove cigarettes, or other lighted smoking devices for consuming or inhaling tobacco, nicotine, or any other substance.

B. Smoking and Tobacco Products

1. The District prohibits the sale, possession, distribution, dispensation, display, promotion, consumption or use of tobacco products, tobacco-related devices, electronic nicotine delivery systems, or imitation tobacco products on property owned or operated by the District and at any District-related event.

2. This policy does not prohibit the use of nicotine replacement therapies for smoking cessation, such as Food and Drug Administration approved nicotine gum, patches, or lozenges.

C. Drugs

1. The District prohibits the sale, possession, distribution, dispensation, display, promotion, consumption, or use of illegal drugs on property owned or operated by the District and at any District-related event.

2. The District prohibits the sale, possession, distribution, dispensation, display, promotion, consumption, or use of any products containing cannabidiol (commonly referred to as CBD) on property owned or operated by the District and at any District-related event. The Superintendent or designee will consider exceptions to this prohibition.

3. District personnel should review Policy 4210 for the District's drug- and alcohol-free workplace policy. Students should review Policy 5206 for the student discipline policy.

D. Alcohol

1. The District generally prohibits the sale, possession, distribution, dispensation, display, promotion, consumption, and use of alcohol on property owned or

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operated by the District and at any District-sponsored event, except as otherwise provided in this Policy.

2. With the written permission of the Superintendent or designee, the District may permit the lawful sale, possession, distribution, dispensation, display, promotion, consumption, and use of alcohol on school property if:

   a. the District building is used for adult education or college extension courses; or

   b. the use or possession of alcohol is part of a generally recognized religious service or ceremony; or

   c. the use or possession is part of a non-school function. The District will require the entity utilizing school property to furnish evidence of insurance, satisfactory to the District, with the District identified as an additional insured on the policy.

3. Any person or entity with the Superintendent's or designee's permission in subsection D.2 must comply with and enforce all applicable laws and regulations and obtain any legally-required permits. See also Policy 3304.

4. District personnel should review Policy 4210 for the District's drug- and alcohol-free workplace policy.

E. It shall not be a violation of this policy:

1. for commercial tobacco products, tobacco-related devices, imitation tobacco products, or lighters to be included in an instructional or work-related activity in the District school buildings if the activity is conducted by a staff member or an approved visitor and the activity does not include smoking, chewing, or otherwise ingesting the product;

2. for a person to possess or provide tobacco, tobacco-related devices, imitation tobacco products, or lighters to any other person as part of an indigenous practice used by Native communities for spiritual and medicinal purposes. It shall not be a violation of this policy to use tobacco, tobacco-related devices, initiation tobacco products, or lighters as part of an educational experience related to traditional or sacred tobacco practices that has been approved by administrators;

3. to use or possess a product that has been approved by the U.S. Food and Drug Administration for sale as a tobacco cessation product, as a nicotine dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

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

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3108 Service Animals

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

A. Definitions

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

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

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

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

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2. A “service animal in training” means an animal accompanied by an animal raiser or trainer with the intent that animal is being raised, socialized, and trained to become a service animal.

3. An "animal raiser or trainer" means an individual who raises and socializes a service animal in training with the intent that the animal will become a service animal.

B. Admission of Service Animals

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

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

C. Inquiries

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

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

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

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

D. Charges, Fees, and Liability

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

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

E. Care and Supervision of Service Animal

The person with a disability or the service animal's handler is responsible for the care and supervision of the service animal at school, including, toileting, feeding, grooming, veterinary care, and exercising. The District is not responsible for supervising or otherwise caring for a service animal unless required by law.

F. Control of Service Animal

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

G. Exclusion of Service Animal

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

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

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

H. Allergies

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

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I. Denial of Access and Grievance

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

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

J. Service Animals in Training

The District will permit service animals in-training in all areas of the District's facilities where members of the public, invitees, or participants in District services, programs, or activities are permitted, if the service animal in training is accompanied by an animal raiser or trainer for the purpose of training or socializing the animal.

The service animal in training must be under the control of the raiser or trainer and have a harness, leash, or other tether. If the use of these items interferes with the service animal in training's safe and effective performance of work, tasks, training, or socialization, the service animal in training must be otherwise under the control of the animal raiser or trainer.

Allergies to pet dander or fear of the animal are not valid reasons to exclude service animal in training from the District's facilities.

The animal raiser or trainer is responsible for the care and supervision of the service animal in training at school, including, toileting, feeding, grooming, veterinary care, and exercising. The District is not responsible for supervising or otherwise caring for a service animal in training unless required by law.

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

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

If District officials determine that the service animal in training should be excluded from District facilities, the animal raiser or trainer will be notified of the determination, asked to remove the service animal in training immediately, and given an opportunity to participate in the District service, program, or activity without the service animal in training.

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The District may not ask or require an animal raiser or trainer to pay the District to be accompanied by a service animal in training on District property. The District may charge the animal raiser or trainer for damages to District property caused by the service animal in training to the extent it charges other persons for damages caused to District property.

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

K. Non-Service Animals

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

Legal authority: 28 CFR 35.136; MCL 287.291

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Series 3000: Operations, Finance, and Property

3100 General Operations

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

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

Title IX sexual harassment is covered by Policy 3118.

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

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

A. Definitions: For definitions related to the District's non-discrimination, anti-harassment, and non-retaliation policy, including examples of prohibited conduct, see Policy 3115A – Definitions.

B. Designation of Coordinators: To find the appropriate coordinator/compliance officer, see Policy 3115B – Designation of Coordinators.

C. Supportive Measures: For more information about supportive measures, see Policy 3115C – Supportive Measures.

D. Informal Resolution: For more information about informal resolution, see Policy 3115D – Informal Resolution.

E. Grievance Procedure and Remedies: For more information about the grievance procedure for investigating unlawful discrimination, harassment, and retaliation complaints, and for possible remedies, see Policy 3115E – Grievance Procedure and Remedies.

F. Complaint Dismissal and Appeals: For more information about dismissing a complaint, appealing a complaint dismissal, or appealing a determination of responsibility, see Policy 3115F – Complaint Dismissal and Appeals.

G. Reserved

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

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

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3115A Definitions for 3115 Series

A. The following definitions apply to policies 3115-3115H, 4101, 4102, and 5202, which address non-discrimination, anti-harassment, and non-retaliation:

1. "Appeals Officer" means a person who is designated to hear a determination appeal or a dismissal appeal. The Appeals Officer may not be the same person as the Coordinator, Decisionmaker, Investigator, or Informal Resolution Facilitator.

2. "Complainant" means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination and who was participating or attempting to participate in the District's education program or activity at the time of the alleged Unlawful Discrimination.

3. "Complaint" means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Unlawful Discrimination.

4. "Coordinator" means the person(s) designated by the District to coordinate the District's compliance with state and federal non-discrimination laws. The Coordinator may be the same person as the Investigator and Decisionmaker.

5. "Day" means a day that the District's central office is open for business, unless otherwise indicated.

6. "Decisionmaker" means the person designated to issue a determination as to whether Unlawful Discrimination occurred. The Decisionmaker may be the same person as the Coordinator and Investigator.

7. "Disciplinary Sanctions" means consequences imposed on a Respondent following a determination that the Respondent engaged in Unlawful Discrimination.

8. "Grievance Procedure" means the process outlined in Policy 3115E.

9. "Informal Resolution Facilitator" means the person designated to facilitate an informal resolution process. The Informal Resolution Facilitator may not be the same person as the Investigator or the Decisionmaker.

10. "Investigator" means the person designated to investigate a complaint of Unlawful Discrimination. The Investigator may be the same person as the Coordinator and Decisionmaker.

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11. “Key Role” means Coordinator, Investigator, Decisionmaker, Informal Resolution Facilitator, or Appeals Officer.

12. “Party” means a Complainant or Respondent.

13. “Remedies” means measures provided, as appropriate, to a Complainant or any other person the District identifies as having had their equal access to the District’s education program or activity limited or denied by Unlawful Discrimination. These measures are provided to restore or preserve that person’s access to the District’s education program or activity after the District determines that Unlawful Discrimination occurred.

14. “Respondent” means a person who is alleged to have violated the District’s prohibition on Unlawful Discrimination.

15. “Retaliation” means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District’s education program or activity, for the purpose of interfering with any right or privilege secured by the 3115 Policy Series, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the 3115 Policy Series. Retaliation does not include a requirement that a District employee participate in a Grievance Procedure.

16. “Supportive Measures” means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to:

    a. restore or preserve that Party’s access to the District’s education program or activity, including measures that are designed to protect the safety of the Parties or the District’s educational environment; or

    b. provide support during the District’s Grievance Procedure or during an informal resolution process.

17. “Unlawful Discrimination” means to treat a person differently or less favorably due to the person’s race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally protected basis or any other legally protected class, and includes unlawful harassment and retaliation based on a person’s membership in a protected classification.

B. Examples of Unlawful Harassment

Unlawful harassment may include, but is not limited to:

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

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

2. ***Disability Harassment,*** which is prohibited by the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Michigan Persons with Disabilities Civil Rights Act. Disability harassment is unwelcome conduct based on a person's actual or perceived disability that creates a hostile environment or becomes a condition of continued employment. Disability harassment may take many forms, including slurs, taunts, stereotypes, or name-calling, as well as disability motivated physical threats, attacks, or other hateful conduct.

3. ***Sex-Based Harassment,*** which is prohibited by Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Michigan Elliott-Larsen Civil Rights Act, and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy, sexual orientation, and gender identity. Title IX sexual harassment is governed by Policy 3118.

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

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3115B Designation of Coordinators

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

Title IX Coordinator
Heidi Phelps, Executive Director of Student Services
100 Big Red Drive
Milan, MI 48160
734-439-5013
phelpsh@milanareaschools.org

Section 504 Coordinator
Heidi Phelps, Executive Director of Student Services
100 Big Red Drive
Milan, MI 48160
734-439-5013
phelpsh@milanareaschools.org

Civil Rights Coordinator/Employment Compliance Officer
Ryan McMahon, Superintendent
100 Big Red Drive
Milan, MI 48160
734-439-5050
mcmahonr@milanareaschools.org

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

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

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3115C Supportive Measures

A. Supportive Measures

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

Supportive Measures must not unreasonably burden any Party.

B. Students with Disabilities

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

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

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3115D Informal Resolution

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

Informal resolution does not require a full investigation and may encompass a broad range of conflict resolution strategies, including, but not limited to, arbitration, mediation, or restorative justice.

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

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3115E Grievance Procedure and Remedies

A. Grievance Procedure

1. Generally

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

   The District will treat Complainants and Respondents equitably.

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

2. Grievance Procedure Timeframes

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

3. Confidentiality

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

4. Evidence Considerations

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

5. Complaint Consolidation

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

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6. Notice of Allegations

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

   a. The Grievance Procedure and any informal resolution process;

   b. Sufficient information available at the time to allow the Parties to respond to the allegations, including the identities of the Parties involved in the incident(s), the conduct alleged to constitute Unlawful Discrimination, and the date(s) and location(s) of the alleged incident(s); and

   c. Retaliation is prohibited.

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

7. Investigation

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

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

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

8. Determination

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

   a. Use the preponderance of the evidence standard to determine whether Unlawful Discrimination occurred.

   b. Notify the Parties in writing of the determination whether Unlawful Discrimination occurred, including the rationale for such determination and the procedures and permissible bases for the Complainant and Respondent to appeal, if applicable.

   c. Comply with this Grievance Procedure before imposing any disciplinary sanctions against a Respondent.

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9. Remedies

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

   a. Coordinate the provision and implementation of remedies to a Complainant and other people the District identifies as having had equal access to the District's education program or activity limited or denied by Unlawful Discrimination;

   b. Coordinate the imposition of any Disciplinary Sanctions against a Respondent; and

   c. Take other appropriate prompt and effective steps to ensure that Unlawful Discrimination does not continue or recur within the District's education program or activity.

10. False Statements

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

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

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115H Training Requirements and Policy Notice

A. Training Requirements

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

B. Nondiscrimination Notice Requirement

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

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

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Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3301A Purchasing and Procurement with Federal Funds

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

A. State Law Requirements Still Apply

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

B. Procurement Methods

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

1. Micro-Purchases

   a. In accordance with the requirements of 2 CFR 200.320(a)(1)(iv), the District self-certifies a micro-purchase threshold equal to the state bid threshold established by MDE each year. MDE's publication of the state bid threshold shall be considered the District's adoption, endorsement, and annual self-certification of the micro-purchase threshold.

   b. To the extent District administration determines that the cost of the purchase is reasonable, micro-purchases may be made or awarded without bidding For purposes of this subsection, "reasonable" means the District has determined, supported by documentation, that the purchase is comparable to market prices for the geographic area.

   c. To the extent practicable, the District will distribute micro-purchases equitably among qualified suppliers.

2. Purchases between the Micro-Purchase Threshold and $350,000 (simplified acquisition threshold)

   The District will use a bidding procedure identified in Policy 3301 subsection C.1.

3. Purchases over $350,000

   a. The District must either receive sealed bids through formal advertising or prepare a comprehensive request for proposals and submit it to at least 5 sources.

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b. With either method, the District will perform a price analysis, making an independent estimate of costs before receiving bids.

C. The District will take affirmative steps to ensure that small businesses, minority-owned businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are included in bidding opportunities.

D. A person may protest the veracity, conformity, or eligibility of a bid. The District will handle bid protests as follows:

1. within 48 hours of the time when bid results are made available, the protesting person will submit a written protest to the Superintendent describing in detail the nature of the protest;

2. the Superintendent or designee will review the written protest, and the Superintendent may bring it to the Board's attention in the Superintendent's discretion; and

3. a person's failure to file a protest as described above is an irrevocable waiver of the bid protest.

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

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

Legal authority: 2 CFR 200.1 et seq.

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Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3303 Gifts and Donations

The Board recognizes and appreciates the generosity and support it receives in the form of gifts, donations, and voluntary contributions ("Donations") from individuals, companies, Parent support groups, the community, and other donors.

The District requests that substantial Donations be accompanied by Form 3303-F Gifts and Donations. All Donations made for a particular purpose must be accompanied by Form 3303-F.

A. Accepting Donations

1. Donations must be lawful and support an educational purpose.

2. Donations accepted by the District will become public funds or public property unless an exception is provided under applicable law.

3. The Board authorizes the Superintendent or designee to accept Donations of personal property on behalf of the Board with an estimated fair market value of $25,000 or less. The Board retains authority, in its discretion, to accept Donations of personal property exceeding $25,000.

4. The Board must approve all Donations of real property, regardless of value.

5. Donations accepted by the District will be used for any specific purpose identified by the donor provided the purpose is lawful and consistent with the District's interests and objectives. A donor may identify the specific purpose of the Donation and any other lawful conditions using Form 3303-F.

6. Except as required by law, the District does not have an obligation to replace a Donation that is lost, destroyed, or becomes obsolete.

7. The Board reserves the right to take any action regarding a donation permitted or required by applicable law.

B. Soliciting Donations

1. The District may solicit donations in accordance with law, which may include pursuing an exemption from registration under the Charitable Organizations and Solicitations Act.

2. Any individual wishing to solicit donations on behalf of the District must obtain prior written approval from the Superintendent or designee before representing any affiliation with the District. Unless otherwise agreed by the Superintendent or designee, the individual will be responsible for all costs and liability related to the solicitation and all received donations will become the District's property.

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C. Scholarships are governed by Policy 3207.

D. A donor is solely responsible for any tax consequences related to a Donation.

Legal authority: MCL 123.905; MCL 400.271, et seq.

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Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3304 Use of District Property

A. Definitions

1. "Non-curricular education group" means a non-student group comprised of a substantial number of District students organized for the general benefit of students, such as Boy Scouts, Girl Scouts, 4-H, and other similar groups.

2. "Non-student group" means any group or persons, other than a student group, who requests to use District facilities and are supervised by at least 1 adult responsible for the group.

3. "Student group" means 1 or more students participating in District-sponsored curricular or extracurricular activities supervised by District personnel; or a student-initiated, non-curricular student group, which is permitted to hold meetings and events on school premises. Student groups may include, but are not limited to, an athletic team, student council, academic team, or student club.

B. General Facilities Use Guidelines

1. Rental fees for District facilities and equipment will be set by the Superintendent or designee.

2. Any person or group using District facilities must maintain order and safety, protect property, and restore the facilities to their condition before use.

3. The District may seek reimbursement from a user of its facilities for any costs the District incurs in opening, restoring, or cleaning such facilities.

4. The Superintendent or designee may deny a request to use the District's facilities or equipment if the Superintendent or designee believes that the person or group does not have sufficient financial resources to cover costs required by this Policy or is unwilling to pay them.

5. No person or group using District facilities under this Policy may charge a fee for admission or parking unless approved in writing in advance by the Superintendent or designee.

6. Any person or group using the District's facilities for any purpose must comply with all applicable laws, Board Policies, rules, and regulations.

7. For a non-student group that wishes to use a facility, a supervising adult must submit a written facility use request to the Superintendent or designee. The request, applicable rental fee, and other required documents must be received by the Superintendent or designee before any facility use will be considered.

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The supervising adult assumes primary responsibility for complying with subsection B.2.

8. Leasing District property is addressed in Policy 3305.

C. Use of District Facilities by Student Groups

1. The applicable building principal may determine the time and place of a student group's use of available District facilities.

2. Student groups may use available District facilities without charge.

3. The District may bear any costs associated with use by a student group (e.g., fees paid to a cook or a custodian).

4. Student groups have priority to use District facilities over non-student groups.

D. Use of District Facilities by Non-Student Groups

1. The Superintendent or designee may authorize or limit the use of District facilities by non-student groups consistent with this Policy and applicable law.

2. When any non-student group requests to use District facilities, the group may be required to provide proof of insurance, naming the District as an additional insured, with coverage acceptable to the Superintendent or designee.

3. Use must occur while the facility is available, with minimal interference to scheduled activities, custodians, or other student and personnel facility use.

4. The facility use will occur at times and places determined by the Superintendent or designee.

5. If non-student groups are authorized to use District facilities, the Superintendent or designee will prioritize their use in the following order:

a. non-curricular education groups;

b. community groups solely or jointly supporting the District (e.g., booster clubs, PTO);

c. government organizations within the District's geographic boundaries;

d. non-profit organizations whose activities are open to the general public and serve the community; and

e. all other non-student groups.

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

6. The District's facilities are not public for a and a non-student group's access to such facilities does not create a public forum.

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7. Denial of access

    a. The Superintendent or designee may reject a non-student group's request to use District facilities if the group's use of the facilities is for a commercial purpose. A booster club or other organization raising money purely for the support of a student group and not for personal profit is not considered a commercial purpose.

    b. The Superintendent or designee may lawfully restrict, exclude, or impose conditions on a person inappropriately using District facilities or violating this Policy. A person who refuses to comply may be considered a trespasser.

E. Use of Specialty Facilities by Application and Agreement

1. The District permits non-commercial use of the following facilities by persons for their personal health and wellness: weight room, track, pool and associated locker-room facilities (the "Specialty Facilities"). The District may authorize use of the Specialty Facilities on an annual basis on conditions determined by the Superintendent or designee, which may include a waiver and use agreement.

2. A person using the Specialty Facilities must comply with applicable provisions of this Policy.

3. A person failing or refusing to abide by this Policy may lose the privilege of using the Specialty Facilities.

4. Users of Specialty Facilities acknowledge that they have reduced privacy rights while on District property and that lockers may be subject to search by District officials.

F. Using District Personal Property

1. A person may use District personal property for non-school use only with the prior permission of the Superintendent or designee.

2. The District may seek reimbursement from a user of its personal property for any costs the District incurs in repairing or replacing such personal property.

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Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3306 Construction Bidding

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

A. When Competitive Bidding is Required

1. The District must competitively bid all labor and material for a Construction Project if the project cost exceeds the then-current state bid threshold published annually by MDE (the "Bid Threshold").

2. The District must competitively bid energy conservation improvements, operational improvements, or the removal or treatment of asbestos or other material injurious to health for school facilities, if authorized under Revised School Code Section 1274a and the cost exceeds the Bid Threshold.

3. The District does not need to competitively bid a:

   - Construction Project costing less than the Bid Threshold;
   - contract for repair in emergency situations;
   - repair normally performed by District employees; or
   - professional consultant contract.

B. Bidding Procedure

1. If competitive bidding is required, the District must follow the bidding procedure prescribed by Revised School Code Section 1267 and award contracts to the lowest responsible bidder.

2. To determine whether a bidder is a responsible bidder, the District may consider the factors enumerated in Policy 3301 subsection C.3.b.

3. If competitive bidding is not required, the District may use any lawful means to procure contracts.

4. Each bidder must certify that it is not an Iran-linked business as defined by MCL 129.312.

5. If federal or state prevailing wage requirements apply, project specifications must include the schedule of minimum rates to be paid to each relevant class of construction mechanic or laborer. If state prevailing wage requirements apply, the schedule of minimum rates must also be printed on bid forms.

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C. Alternates

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

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

D. Michigan Business Preference

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

E. Construction Bidding Using State Aid Act Funds

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

F. Construction Bidding Using Federal Funds

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

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

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Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3402 Drills, Plans, and Reports

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

A. Emergency Drills

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

B. Cardiac Emergency Response Plan

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

C. Drinking Water Management Plan

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

D. Cooperation

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

E. Safety and Emergency Plans

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

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

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Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3407 Asbestos Management

A. Asbestos Management Plan

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

1. Each asbestos management plan will address building inspections, re-inspections, preventative measures, periodic surveillance, response actions, operations and maintenance, notices, and other information required by law.

2. Each school building will maintain in its administrative offices a complete, updated copy of the asbestos management plan for that school building. The District's administrative offices will maintain complete, updated copies of asbestos management plans for all school buildings. The District will make asbestos management plans available for inspection without cost but may charge a reasonable amount to make copies.

3. The District will provide training and information, maintain records, and perform asbestos-related obligations with accredited persons as required by law.

4. The Board designates the Director of Buildings and Grounds to oversee the District's compliance with the asbestos management plan and AHERA.

B. Asbestos Abatement Contractors

1. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project unless the contractor provides an affidavit describing (i) any criminal convictions relating to compliance with environmental laws or regulations, (ii) any notices of violation of environmental laws or regulations, and (iii) whether it has been subject to any administrative order or consent judgment within the preceding 5 years.

2. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project unless the District conducts a background investigation of the contractor seeking to bid on the project. At a minimum, the background investigation will include (i) consulting the webpage of the Michigan Department of Environment, Great Lakes, and Energy to determine if the contractor has received notices of violation of environmental regulations, or has been subject to an administrative consent order or a consent judgment involving environmental regulations, and (ii) consulting the webpage of the United States Department of Labor, Occupational Safety and Health Administration to determine if the contractor has received notices of violation of asbestos regulations.

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3. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project if:

    a. the contractor's affidavit discloses a criminal conviction related to compliance with environmental regulations; and/or

    b. the contractor has been issued five or more notices of violation of environmental regulations, or has been subject to an administrative consent order or a consent judgment involving environmental regulations within the immediately preceding five years, unless (i) the District investigates each of the notices, administrative consent order, or consent judgment and determines that the contractor is able to adhere to the agreement based on the District's observations of improvements or other demonstrated ability to comply with environmental regulations, (ii) the District makes such determinations in writing and publicly available, and (iii) the District conducts at least one public hearing for public input with at least thirty days' notice.

Legal authority: 15 USC 2641 et seq.; 29 CFR 1910.1001; 40 CFR 763 Subpart E; MCL 338.3351 et seq.; MCL 338.3371 et seq; MCL 388.861 et seq.

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4101 Non-Discrimination

A. Equal Employment Opportunity

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

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

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

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

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- Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination against qualified persons with disabilities in employment, public service, public accommodations, and telecommunications;

- Pregnancy Discrimination Act of 1978, which prohibits discrimination based on pregnancy, childbirth, or related medical conditions;

- Pregnant Workers Fairness Act (PWFA), which requires covered employers to provide reasonable accommodations to a worker's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause an undue hardship;

- Genetic Information Non-Discrimination Act of 2008 (GINA), which prohibits discrimination based on genetic information as to health insurance and employment;

- Michigan Elliott-Larsen Civil Rights Act of 1976 (ELCRA), which prohibits discrimination based on race, color, national origin, age, sex, pregnancy, sexual orientation, gender identity or expression, religion, height, weight, or marital status;

- Michigan Persons with Disabilities Civil Rights Act of 1976 (MPDCRA), which prohibits discrimination against qualified persons based on disability that is unrelated to that person's ability to perform the duties of a particular position or genetic information; and

- Michigan Equal Pay Act, which prohibits discriminatory wage practices based on sex.

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

- Family and Medical Leave Act of 1993 (FMLA), which requires covered employers to provide up to 12 work weeks of unpaid, job-protected leave to eligible employees for certain family, military, and medical reasons, and up to 26 work weeks to care for a covered service member with a serious injury or illness;

- Earned Sick Time Act (ESTA), which provides eligible employees with earned sick time that may be used for certain reasons;

- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which provides job protection and reemployment rights to individuals who voluntarily or involuntarily leave employment to undertake military service, including military reservists and National Guard members called to duty;

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- Public Employment Relations Act of 1947 (PERA), which prohibits a public employer from discriminating against an employee based on membership or non-membership in a labor organization;

- Fair Labor Standards Act of 1938 (FLSA), which establishes minimum wage, overtime pay, record keeping, and youth employment standards affecting employees; and

- Michigan Whistleblower Protection Act of 1980, which protects employees who report a violation or suspected violation of state, local, or federal law and employees who participate in hearings, investigations, or court actions.

B. Reporting Requirements

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

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

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

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

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

C. Employment Discrimination Compliance Training

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

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

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

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

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law December 29, 2022); MCL 37.1101 et seq., 37.2101 et seq.; MCL 423.201 et seq.; MCL 750.556; 34 CFR 106.1 et seq.; MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 515 Mich 328 (2024)

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4104 Employment Complaint Procedure for Allegations Implicating Civil Rights

This employment complaint procedure for allegations implicating an employee's civil rights is designed to facilitate: (1) prompt notification of alleged Unlawful Discrimination, including unlawful harassment and Retaliation; (2) a prompt and thorough investigation of good faith allegations; and (3) the implementation of appropriate corrective action, if necessary, to eliminate verified Unlawful Discrimination, harassment, and Retaliation from the workplace.

A. Initiating a Complaint

1. A Board member, employee, or employment applicant who believes he/she has been the subject of Unlawful Discrimination, harassment or Retaliation, must timely file a complaint, preferably within 10 business days of the alleged or suspected violation or when the reporter obtained knowledge of the alleged or suspected violation, with the Employment Compliance Officer or applicable coordinator listed in Policy 3115B.

2. A complaint of Unlawful Discrimination, including harassment or Retaliation, may be made verbally or in writing. The complaint will be memorialized on Form 3115-F-1.

3. A complaint alleging Title IX sexual harassment must be submitted in writing and signed by the complainant. Policy 3118 governs the Title IX sexual harassment complaint procedures.

B. Investigation Procedures

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

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

C. Reports to State or Federal Administrative Agencies

Any person who believes that he/she was the victim of Unlawful Discrimination, including unlawful harassment or Retaliation, may file a complaint with the Michigan Department of Civil Rights (MDCR) or the Equal Employment Opportunity Commission (EEOC) at any time:

Michigan Department of Civil Rights

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Telephone: 1-800-482-3604
Email: MDCRServiceCenter@michigan.gov
Public Portal: https://www.michigan.gov/mdcr/public-portal

Equal Employment Opportunity Commission Patrick V. McNamara Building
477 Michigan Avenue - Room 865
Detroit, MI 48226
Phone: 800-669-4000
Fax: 313-226-4610
TTY: 800-669-6820
ASL Video: 844-234-5122
Public Portal: https://publicportal.eeoc.gov/portal/
Email: info@eeoc.gov

An agency complaint may be filed before, during, or after a complaint is filed with the District, or a person may forego filing a complaint with the District and rely solely on the MDCR or EEOC. The District recommends that a person who has been subjected to Unlawful Discrimination, including unlawful harassment or Retaliation, also file a complaint with the District to ensure that the District can take steps to prevent further Unlawful Discrimination, including unlawful harassment or Retaliation, and to discipline the Respondent, if appropriate. The MDCR and EEOC do not serve as an appellate body for District decisions. An investigation by the MDCR or EEOC will occur separately from any District investigation.

Legal authority: U.S. CONST. amend. XIV; 20 USC 1681 et seq.; 29 USC 701 et seq.; 42 USC 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1630; 34 CFR 104, 106.1, et seq.; MCL 15.261 et seq.; MCL 37.1101 et seq., 37.2101 et seq.

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113 Michigan Earned Sick Time Act (ESTA)

A. General

Eligible employees will accrue paid leave as provided by the ESTA. Applicable provisions of a collective bargaining agreement, individual employment contract, or handbook remain in place and may provide additional paid leave time that is not provided by the ESTA.

Unless otherwise agreed with union representation, the ESTA does not apply to employees subject to a conflicting collective bargaining agreement in effect on February 21, 2025, until the collective bargaining agreement expires.

The ESTA does not apply to an employee subject to a conflicting individual employment contract in effect on February 21, 2025, until that contract expires, if all of the following are satisfied:

- the District and the employee signed the contract on or before December 31, 2024;
- the contract is effective for not longer than 3 years; and
- the District notified the Michigan Department of Labor and Economic Opportunity (LEO) of the contract.

B. Definitions

1. "ESTA benefit year" means the 12-month period from July 1 to June 30.
2. "Eligible employee" means an employee engaged in service to the District. The following, however, are not eligible employees:
    a. an unpaid trainee or unpaid intern;
    b. a person employed in accordance with the Michigan Youth Employment Standards Act, MCL 409.101, *et seq*; or
    c. positions when the employee may schedule their own working hours as approved by the Superintendent or designee. For those approved positions, the District will not take adverse personnel action for failure to schedule a minimum amount of working hours.

    If a collective bargaining agreement or contract meets the requirements in Section A above, then an employee covered by that contract is not an eligible employee until the contract expires.
3. "Family member" is defined as:

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a. biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the eligible employee stands *in loco parentis*;

b. biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an eligible employee's spouse (under the laws of any state) or domestic partner or a person who stood *in loco parentis* when the eligible employee was a minor child;

c. an individual to whom the eligible employee is legally married under the laws of any state or a domestic partner;

d. grandparent, grandchild, and biological, foster, or adopted sibling;

e. an individual related by blood; or

f. an individual whose close association with the eligible employee is the equivalent of a family relationship.

4. "Earned sick time" means paid leave as allowed by the ESTA.

5. All other ESTA-defined terms apply to this Policy.

C. Wait Period and Leave Reinstatement Upon Re-Employment

A newly hired eligible employee may not use accrued earned sick time until 120 calendar days after the employee's start date, unless otherwise provided in a collective bargaining agreement, individual employment contract, employee handbook, or the ESTA.

Upon discharge or other separation from employment, an employee automatically loses accrued earned sick time unless the employee is rehired by the District within 2 months of the separation.

Accrued earned sick time that is not used before an employee's separation from employment will have no monetary value. If an employee separates from employment and is rehired by the District not more than two (2) months after separation, the District will reinstate previously accrued and unused earned sick time and allow the employee to use that earned sick time and accrue additional earned sick time upon reinstatement. This paragraph does not apply if the District paid the employee the value of the employee's unused accrued earned sick time at the time of separation.

D. ESTA Leave Accrual and Frontloading

1. Leave Accrual

Unless the District frontloads earned sick time under Section D(2), an eligible employee begins accruing earned sick time on February 21, 2025 or the employee's start date, whichever is later.

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An eligible employee will accrue 1 hour of earned sick time for every 30 hours worked, but the eligible employee may only use up to 72 hours of earned sick time in a single ESTA benefit year. An FLSA-exempt eligible employee is assumed to work 40 hours per workweek unless the employee's normal workweek is less than 40 hours.

Up to 72 hours of unused accrued earned sick time will carry over from ESTA benefit year to ESTA benefit year.

2. Frontloading Leave

   For each ESTA benefit year, the District may frontload earned sick time consistent with this policy, a collective bargaining agreement, or individual employment contract.

   If frontloading, the District will grant a full-time eligible employee 72 hours of earned sick time at the beginning of an ESTA benefit year. For a part-time eligible employee, the District will provide the employee with:

   - a written notice of how many hours the employee is expected to work during the ESTA benefit year at the time of hire;
   - an amount of earned sick time at the beginning of the ESTA benefit year that is proportional to the earned sick time the employee would accrue if the employee worked all the hours in that written notice; and
   - 1 hour of earned sick time for every 30 hours worked after the employee exceeds the work hours in that written notice.

   Frontloaded earned sick time will not carry over from one ESTA benefit year to the next unless authorized in the applicable collective bargaining agreement, individual employment contract, or handbook.

3. Compliance Presumption

   The District is in compliance with this Section D if it:

   - provides an eligible employee with paid time off in at least the same amounts of time off described in the ESTA that may be used for ESTA purposes or any other approved purpose, with the time used for an ESTA purpose being subject to the ESTA; or
   - is a signatory to a collective bargaining agreement that requires contributions to a multiemployer plan under the Employee Retirement Income Security Act, subject to certain conditions.

E. Additional Absences

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Additional absences, above and beyond earned sick time under the ESTA, are governed by an applicable collective bargaining agreement, individual employment contract, or Board Policy.

F. Permissible Uses

An eligible employee may use earned sick time for the following reasons:

1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;

2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;

3. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;

4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or

5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

G. Use of Earned Sick Time

If the eligible employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin. If the eligible employee's need to use leave is not foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time as soon as practicable. For leave of more than 3 consecutive days, upon District request, the eligible employee must provide the District – within 15 days after the request – reasonable documentation that earned sick time was used for an ESTA purpose. The District will be

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responsible for paying the eligible employee's costs in obtaining the requested documentation.

In cases of domestic violence or sexual assault, reasonable documentation includes any of the following:

- a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault;
- a signed statement from a victim and witness advocate affirming that the employee or the employee's family member is receiving services from a victim services organization; or
- a court document indicating that the employee or the employee's family member is involved in legal action related to domestic violence or sexual assault.

All health, sexual assault, and domestic violence information and documentation received from an employee about earned sick time remains confidential and will not be disclosed, except to the employee, with the employee's written permission, or as and to the extent required by law.

Failure to comply with notice procedures or document requests to support the use of earned sick time, or using earned sick time for a non-permissible use, may result in discipline, including discharge.

Unless otherwise provided in an employee's collective bargaining agreement, individual employment contract, or handbook:

- earned sick time must be used in 1-hour increments; and
- an employee using earned sick time will not receive overtime pay, holiday pay, or bonuses for the earned sick time.

H. Notice and Recordkeeping

The District will:

1. provide an ESTA notice created by LEO to each eligible employee at hire (see 4113-F-1);
2. display in a conspicuous location in each of its buildings the ESTA poster created by LEO; and
3. retain for not less than 3 years records documenting hours worked and earned sick time taken by eligible employees.

Legal authority: MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 515 Mich 328 (2024)

Date adopted: June 25, 2025

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Series 4000: District Employment

4200 Employee Conduct and Ethics

4201 Employee Ethics and Standards

Employees must act professionally and model high standards of behavior at all times. Employees shall perform their respective duties and responsibilities in a professional manner, using appropriate judgment. Employees must maintain a standard of behavior that reflects positively on their status as District representatives in the community and is consistent with the Michigan Code of Educational Ethics, which is incorporated herein by reference. See:

https://www.michigan.gov/documents/mde/Code_of_Ethics_653130_7.pdf

If an employee is uncertain as to a potential course of conduct, the employee should seek advice from a supervisor before proceeding.

A. Employee Ethical Conduct

Employees must exercise objectively sound and professional judgment when engaging with students, Parents, colleagues, administrators, Board members, and community members. This standard extends to employee conduct on and off school property. Ethical behavior generally includes, but is not limited to:

1. supporting the physical and emotional welfare and safety of students, Parents, colleagues, administrators, Board members, and community members;
2. complying with federal and state law;
3. competently and appropriately performing duties and responsibilities for which the employee is trained or assigned;
4. assigning tasks to District personnel who are qualified and hired to perform the assigned task;
5. refraining from unlawful discrimination, including unlawful harassment, and retaliation as defined by Policy;
6. immediately reporting suspected child abuse or neglect;
7. immediately reporting reasonable cause to believe or suspect abuse, neglect, or exploitation of a vulnerable adult;
8. maintaining confidential information, including student, medical, personnel, financial, and security information, as protected by statute;
9. appropriately using District funds, resources, and technology;
10. maintaining consistent and reliable work attendance, unless excused by the employee's supervisor or the Superintendent or designee, as applicable;

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11. engaging in activities or behaviors that enhance the operational and instructional environment;

12. professionally communicating with students, Parents, colleagues, Board members, and community members, including through electronic means;

13. completing time and effort reporting under 4201-AG;

14. abiding by professional, ethical, and licensing standards established by relevant governmental agencies, professional licensing boards, and professional associations, including the Michigan State Board of Education; and

15. self-reporting a criminal charge and plea or conviction, as required by law.

B. Conflict of Interest

Employees shall perform their duties and responsibilities free from a prohibited conflict of interest, unless authorized by the Board or designee. Prohibited conflicts of interest include, but are not limited to:

1. soliciting or accepting anything of value (such as a gift, loan, contribution, or reward), other than compensation received from the District in exchange for services provided to the District, that would influence the employee's judgment when performing the employee's duties;

2. using public funds to purchase alcoholic beverages, jewelry, gifts, fees for golf, or any item the purchase or possession of which is illegal, except as consistent with and permitted by Policy 3205 and Revised School Code Section 1814;

3. using or authorizing the use of the employee's public employment or any confidential information received through public employment to obtain personal, professional, political, or financial gain other than compensation received from the District in exchange for services provided to the District for the employee or a member of the employee's immediate family, or a business with which the employee is associated;

4. using or authorizing the use of District personnel, resources, property, or funds under the employee's care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures, or using those items for personal, professional, political, or financial gain;

5. providing private services, lessons, tutoring, or coaching for students assigned to the employee for additional remuneration, except as permitted by Policy 4214;

6. engaging in any activity of a sexual or romantic nature with another employee(s) or contractor(s) that the employee supervises, unless the individuals are engaged to be married, married, or cohabitating;

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7. engaging in any activity of a sexual or romantic nature on school property or at school-sponsored events;

8. directly or indirectly supervising, making, or contributing to an employment decision pertaining to a relative or significant other, or relative of a relative or significant other (as defined by Policy 4213); and

9. engaging in any other activity that promotes an employee's financial and pecuniary interests over those of the District.

C. Student Fraternization

Employees must establish and maintain professional boundaries with students, including while using personal or District technology. Employees are prohibited from direct or indirect interactions with students that do not reasonably relate to an educational purpose. Employees will behave at all times in a manner supportive of the best interests of students and the District.

Conduct identified below constitutes unprofessional conduct, subjecting the employee to discipline, including discharge, absent express Board or designee authorization. The following list illustrates prohibited behavior involving students but does not describe every kind of prohibited behavior:

1. communicating about alcohol use, drug use, or sexual activity when the discussion is not appropriately related to a specific aspect of the curriculum or the employee's duties;

2. providing drugs, alcohol, tobacco, e-cigarettes, or other items students cannot possess under the District's Student Code of Conduct;

3. commenting about matters involving sex, using double entendre, or making sexually suggestive remarks with no appropriate educational purpose;

4. displaying sexually inappropriate images, materials, or objects;

5. offering or soliciting sexual advice, whether written, verbal, or physical;

6. engaging in any activity of a sexual or romantic nature, including following graduation where the relationship arises out of an employee-student relationship;

7. inappropriate kissing;

8. inappropriately intruding on a student's personal space, such as by touching unnecessarily, moving too close, or staring at a portion of the student's body;

9. communicating directly or indirectly (e.g., by phone, email, text messaging, or social media) on a matter that does not pertain to school without first obtaining the express permission of the student's Parent. Electronic communications with students generally are to be sent simultaneously to multiple recipients and not

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just to one student except when the communication is clearly school related and inappropriate for persons other than the individual student to receive (e.g., grades);

10. permitting a specific student to engage in conduct that is not permitted or tolerated from other students;

11. inappropriately discussing with a student the student's personal issues or problems that should normally be discussed with a Parent or counselor unless the employee is the student's family member;

12. inappropriately giving a student a personal gift;

13. allowing a student to live in the employee's residence without first obtaining the express permission of the student's Parent unless the student is the employee's family member, a foreign exchange student placed with the employee, or if the employee serves as the student's foster parent or legal guardian;

14. giving a student a ride in the employee's vehicle without appropriate authorization;

15. taking a student on an activity outside of school without first obtaining the express permission of the student's Parent and a District administrator;

16. inviting a student to the employee's home or residence without first obtaining the express permission of the student's Parent;

17. going to a student's home when the student's Parent or an adult chaperone is not present unless the employee is the student's family member; or

18. engaging in any other conduct which undermines the special position of trust and authority between a District employee and a student.

D. Abuse and Neglect

1. Children: An employee who suspects child abuse or neglect must: (a) immediately contact Children's Protective Services (CPS), (b) file an appropriate report with that agency as required by the Child Protection Law and Policy 4202, and (c) notify the Superintendent or designee and the building principal or supervisor that the report has been filed.

   An employee should consult with their immediate supervisor about their duty to cooperate with CPS investigations or to disclose student records to CPS.

2. Vulnerable Adults: An employee who has reasonable cause to believe or suspect abuse, neglect, or exploitation of a vulnerable adult must: (a) immediately report the matter to Adult Protective Services (APS) consistent with Michigan's Social Welfare Act and Policy 4202, and (b) notify the Superintendent or designee and the building principal or supervisor that the report has been filed.

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A reporter's identity will remain confidential unless disclosure is authorized by the reporter's consent or by court order.

An employee should consult with their immediate supervisor about their duty to cooperate with APS investigations or to disclose student records to APS.

Legal authority: MCL 380.11a, 380.601a, 380.634, 380.1308a, 380.1814; MCL 722.621 et seq.; MCL 400.11a.

Date adopted: June 25, 2025

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Series 4000: District Employment

4200 Employee Conduct and Ethics

4205-AG-1 Criminal Justice Information Security (Non-Criminal Justice Agency)

The District will conduct background checks, consistent with Policy 4205(C) and Administrative Guideline 4205-AG-1, and will have the Michigan State Police ("MSP") obtain criminal history record information ("CHRI") from both the state and Federal Bureau of Investigation ("FBI") for all District employees, contractors, and vendors and their employees who regularly and continuously work under contract as provided in Policy 4205(C)(2). Employees who fail to follow these procedures will be subject to discipline subject to the Superintendent's review and written approval of any corrective action.

The District will provide employees, contractors, volunteers, and vendors and their employees for whom the District conducts background checks the most current version of the MSP RI-030 Live Scan consent form.

The District will complete and maintain a Noncriminal Justice Agency User Agreement (RI-087) provided by the Michigan State Police.

A. Local Agency Security Officer ("LASO")

The District Superintendent will appoint the Superintendent's Administrative Assistant, a District employee, who: (1) is an authorized user, (2) has completed a fingerprint-based background check as required, (3) has been found appropriate to have access to CHRI, and (4) is directly involved in evaluating an individual's qualifications for employment or assignment as its LASO, who is responsible for the adoption of this guidance along with data/system security. When changes in the appointed LASO/CHRISS Administrator occur, the District will complete and return a new appointment notification form (CJIS-015) to MSP-CJIC-ATS@michigan.gov.

1. The LASO is responsible for ensuring:

    a. compliance with these regulations and laws;

    b. personnel security screening procedures are followed under this administrative guideline;

    c. approved and appropriate security measures are in place and functioning properly to protect CHRI;

    d. annual Awareness Training is being completed by all personnel authorized to access CHRI;

    e. only approved District employees have access to and are using the information in compliance with the law;

    f. compliance with this administrative guideline;

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g. that the MSP Information Security Officer (ISO) is promptly informed of any security incidents by submitted the MSP CJIS-016 Information Security Officer (ISO) Security Incident Report;

h. information security policy/procedures are reviewed and updated at least annually and after any security events involving CHRI; and

i. the District (1) displays posters, (2) offers supplies inscribed with security and privacy reminders, (3) displays logon screen messages, (4) generates email advisories or notices from District officials, or (5) conducts awareness events to increase security and privacy awareness of system users.

2. The LASO is also responsible for identifying and documenting, to the extent applicable:

   a. District equipment connected to the MSP system; and

   b. who is using or accessing CHRI and/or systems with access to CHRI.

3. When a new LASO is established, the District will complete and deliver a LASO appointment form to the MSP and will keep a copy of the appointment form on file indefinitely. The LASO will make all MSP fingerprint account changes.

B. Personnel (Authorized User) Security

Only authorized users will have access to CHRI. An authorized user must be vetted through the national fingerprint background check and be given CHRI access by the LASO to evaluate potential employees, contractors, or volunteers for employment or assignment. If the District maintains digital CHRI, the LASO will assign authorized users unique passwords compliant to 4205-AG-1 (C)(3) to access it. Those who are not authorized users but who, by the function of their job, will be close to CHRI or computer systems with access to CHRI will be supervised by an authorized user. Employees who do not comply with state or federal laws or District policies or administrative guidelines will be subject to discipline, up to discharge.

1. Security with Separated Authorized Users

   After an authorized user is separated from the District, that individual's access to CHRI will be terminated within 24 hours. This includes, but is not limited to, returning keys, access cards, and ceasing access to digital CHRI.

   a. The Human Resources director or designee must notify the LASO of the effective termination date of a user's employment by written email communication no later than 24 hours after the termination date.

   b. The Human Resources director or designee will require the return of any keys, access cards, files, and other related items.

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c. The LASO must ensure that access to the District's digital CHRI records system is disabled and the user's CHRISS account is deactivated.

2. Security with Transferred Authorized Users

When an authorized user is transferred or reassigned, the LASO will take steps necessary to block that individual's access to CHRI within 24 hours, unless the LASO determines that the individual must retain access.

C. Media Protection

Authorized users may only access CHRI on authorized devices, which does not include a personally owned mobile device, cell phone, computer, or other technology, consistent with specific terms and conditions, for access. All CHRI (including digital media) will be maintained in a physically secure location or controlled area. A physically secure location or controlled area will (1) be locked whenever an authorized user is not present or supervising and (2) limit access to unauthorized users. An authorized user accessing CHRI must position the media to prevent unauthorized users from accessing or viewing CHRI. Physical CHRI will be stored in a locked filing cabinet, safe, or vault. Digital CHRI will be encrypted consistent with FBI CJIS Security Policy. If digital CHRI is stored on a storage device without encryption, it must be stored like physical CHRI.

CJI and information system hardware, software and media are located and processed in the District Office's Records Room, located at 100 Big Red Drive, Milan, MI 48160. This room is always locked and monitored by the district's security camera system.

1. Media Transport

The LASO must approve all CHRI media transportation and will not grant approval unless transportation is reasonably justified. The LASO or LASO's designee will transport CHRI, which must be secured during transport. Physical CHRI must remain in the physical presence of authorized personnel until it is delivered. Physical CHRI must be transported in a sealed, locked, or secured medium and digital CHRI must be encrypted, and if not, secured in the same fashion as physical CHRI.

2. Media Disposal/Sanitization

CHRI media will be stored and retained for the duration required by law. Disposal must be made with the written approval of the LASO and the Superintendent. Only authorized users may dispose of CHRI media. Physical media will be cross-cut shredded or incinerated. Digital media must either be overwritten at least three (3) times or degaussed, passing a strong magnet over the media, before disposal or reuse. The LASO will keep written records (date and authorized user's signature) of CHRI media destroyed and the process for destroying or sanitizing CHRI media for ten (10) years.

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3. Passwords

   When the LASO assigns a unique password to an authorized user, it must have the following attributes:

   a. at least eight (8) characters;

   b. not consisting of only a proper noun or word found in a dictionary;

   c. not similar or identical to the username;

   d. not be displayed while entered or transmitted outside of the physically secure location or controlled area;

   e. expires every ninety (90) days; and

   f. cannot be the same as the previous ten (10) passwords.

4. Security Awareness and Incident Response Training and Testing

   a. The District will provide all authorized users role-based security and privacy and incident response training consistent with the following roles, as applicable:

      Basic Role: users with unescorted access to a physically secure location;

      General Role: users with physical and logical access to CJI;

      Privileged Role: information technology personnel including system administrators, security administrators, network administrators and other similar roles;

      Security Role: users responsible for ensuring confidentiality, integrity, and availability of CJI and compliant implementation of technology with the Criminal Justice Information Services (CJIS) Security Policy (CJISSECPOL).

   b. The District will provide users with security awareness training about the user's responsibilities and expected behavior when accessing CJI and the systems which process CJI, and on handling information security incidents as follows:

      i. for new users, prior to accessing CJI; and

      ii. for all users annually about the user's responsibilities and expected behavior when accessing CJI and the systems which process CJI, and on handling information security incidents;

      iii. when required due to system changes; and

      iv. within 30 days of any security event for individuals involved in the event.

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c. The LASO will keep a current record of all users who have completed training.

5. CHRI Dissemination

The District must maintain a record of any CHRI dissemination to another authorized agency for all dissemination outside the CHRISS system, consistent with the Revised School Code, which must include (1) date of release, (2) records released, (3) means of sharing, (4) District personnel who disseminated the CHRI, (5) whether authorization to disseminate was obtained, and (6) the agency to whom the CHRI was disseminated and (7) the recipient's name.

D. Incident Handling, Monitoring, and Reporting

1. In General

The District has established operational incident handling procedures for instances of an information security breach. The LASO will track CHRI security breach incidents and will report such incidents to the superintendent and MSP ISO using the MSP CJIS-016 reporting from. The District has provided specific incident handling capabilities for CHRI, consistent with the following table:

Capabilities shall be handled according to the following description:	**Physical – Hard Copy CHRI**	**Digital – Digitally Accessed/Saved CHRI**
Preparation	The CHRI container will be locked at all times in the office in which it is stored. When office staff is not present, the office must be locked.	Firewalls, anti-virus protection, and anti-malware/spyware protection will be maintained.
Detection	Physical intrusions to the building will be monitored. A surveillance system will monitor for physical or unauthorized intrusions. The building must be locked at night.	Electronic intrusions will be monitored by the virus and malware/spyware detection.
Analysis	The LASO will work with police authorities to determine how the incident occurred and what data was affected.	The IT department will determine what systems or data were affected and compromised.

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Containment	The LASO will lock uncompromised CHRI in a secure container or transport CHRI to a secure area.	The IT department will stop the spread of any intrusion and prevent further damage.
Eradication	The LASO will work with local law enforcement, the Milan Police Department, to remove any threats that compromise CHRI data.	The IT department will remove the intrusion before restoring the system. All steps necessary to prevent recurrence will be taken before restoring the system.
Recovery	Local law enforcement, the Milan Police Department, handle and oversee the recovery of stolen CHRI media. The LASO may contact MSP for assistance in re-fingerprinting, if necessary.	The IT department will restore the agency information system and media to a safe environment.

2. CHRI Security Breach Incident

   When a CHRI security breach incident occurs, the following will take place:

   a. Notice: Personnel will notify the LASO immediately or no later than one hour after the incident was discovered.

   b. Secure Systems: The LASO or appointed authorized user will stop any unauthorized access, secure the media, and shut down the systems necessary to avoid further unauthorized exposure.

   c. Assessment: The LASO will determine whether notification to individuals is needed, assess the extent of harm, and identify any applicable privacy requirements.

   d. Automated Reporting: Using automated mechanisms, such as email, website postings with automatic updates, and automated incident response tools, the LASO will report confirmed incidents to the CJIS Systems Officer (CSO), State Identification Bureaus Chief (SIB Chief), or Interface Agency Official.

   e. Supply Chain Coordination: The LASO will provide incident information to product or service providers or organizations involved in the supply chain or supply chain governance for systems or system components related to the incident.

   f. Records: The LASO or appointed authorized user will record all necessary information regarding the breach, the District's response to the breach, and who was involved in taking response measures.

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g. Coordination of Incident Handling and Contingency Planning: The LASO will coordinate incident handling activities with contingency planning activities and incorporate lessons learned from ongoing incident handing activities into incident response procedures, training, and testing implementing the resulting changes.

h. Predictability: The LASO will ensure the rigor, intensity, scope, and results of incident handling activities are comparable and predictable across the organization.

i. Review of Policy/Procedures: The LASO will review and update information security policy/procedures at least annually and after security incidents involving CHRI.

j. Legal Action: When such incident results in legal action (either civil or criminal) against a person or the District, the local law enforcement agency shall be contacted to collect, retain, and present evidence, according to the evidentiary rules of the appropriate jurisdiction(s).

E. Incident Response Support and Plan

1. Response Support Resource: The District will provide a response support resource that offers advice and assistance to system users for handling and reporting incidents.

2. Automation Support: The District will use automated mechanisms, such as access to a website or to an incident response vendor, to increase availability of incident response information and support.

3. Incident Response Plan: The District will develop an incident response plan that:

a. provides a roadmap for implementing incident response capability;

b. describes the structure and organization of incident response capability;

c. provides high-level approach for how incident response capability fits into overall organization;

d. meets unique requirements of the District related to mission, size, structure and functions;

e. defines reportable incidents;

f. provides metrics for measuring District incident response capability;

g. defines resources and management support needed to effectively maintain and mature an incident response capability;

h. addresses sharing of incident information;

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i. is reviewed and approved by the superintendent annually; and

j. explicitly designates responsibility for incident response to District personnel with incident reporting responsibilities and CSO or CJIS WAN Official.

4. Incident Response Plan Management: The District will:

   a. distribute the incident response plan to personnel with incident handling responsibilities;

   b. update the incident response plan to address system and organizational changes or problems during plan implementation, execution or testing;

   c. communicate incident response plan changes to District personnel with incident handing responsibilities; and

   d. protect the incident response plan from unauthorized disclosure and modification.

5. Incident Response Plan Breaches: The District will include in the incident response plan for breaches involving personally identifiable information:

   a. process to determine if notice to individuals or organization is needed;

   b. assessment process to determine extent of harm, embarrassment, inconvenience, or unfairness to affected individuals and any mechanism to mitigate such harms; and

   c. identification of applicable privacy requirements.

F. Audit and Accountability

1. The District develops, documents, and disseminates to organizational personnel with audit and accountability responsibilities:

   a. agency and system-level audit and accountability policy;

   b. addresses purpose, scope, roles, responsibilities, management commitment, coordination among organization entities, and compliance;

   c. is consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines; and

   d. procedures to facilitate the implementation of the audit and accountability policy and the associated audit and accountability controls.

2. The District reviews and updates the current audit and accountability policy and procedures annually and following any security incidents involving unauthorized access to CJI or systems used to process, store, or transmit CJI.

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3. The District identifies the types of events that the system is capable of logging in support of the audit function and coordinates the event logging function with other organizational entities requiring audit-related information to guide and inform the selection criteria for events to be logged.

4. The District specifies certain event types for logging within the system, provides rationale for the adequacy of the event types selected for logging, and annually reviews and updates the selected event types.

5. The District ensures that audit records contain information that establishes the following:

    a. what type of event occurred;

    b. when the event occurred;

    c. where the event occurred;

    d. source of the event;

    e. outcome of the event; and

    f. identity of any individuals, subjects, or objects/entities associated with the event.

6. The District generates audit records containing the following information:

    a. session, connection, transaction, and activity duration;

    b. source and destination addresses;

    c. object or filename involved; and

    d. number of bytes received and bytes sent (for client-server transactions) in the audit records for audit events identified by type, location, or subject.

7. The District limits personally identifiable information contained in audit records to the minimum PII necessary to achieve the purpose for which it is collected.

8. The District allocates audit log storage capacity to accommodate the collection of audit logs to meet retention requirements.

9. The District alerts organizational personnel with audit and accountability responsibilities and system/network administrators within one (1) hour in the event of an audit logging process failure and restarts all audit logging processes and verifies that systems are logging properly.

10. The District reviews and analyzes system audit records weekly and reports findings of potential or actual inappropriate or unusual activity to those with the relevant responsibilities.

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11. The District adjusts the level of audit record review, analysis, and reporting within the system based on changes in input from law enforcement or intelligence agencies.

12. The District integrates audit record review, analysis, and reporting processes using automated mechanisms.

13. The District analyzes and correlates audit records across different repositories to gain organization-wide situational awareness.

14. The District provides and implements an audit record reduction and report generation capability that both supports on-demand audit record review, analysis, and reporting requirements and after-the-fact investigations or incidents; and does not alter the original content or time ordering of audit records.

G. Access Control Policy

1. The District will develop, document, and disseminate to personnel with access control responsibilities:

   a. Agency-level access control policy that:

      i. addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and

      ii. is consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines.

   b. Procedures to facilitate implementation of the policy and the associated access controls.

2. The LASO will:

   a. manage the development, documentation, and dissemination of the access control policy and procedures; and

   b. review and update the access control policy annually and following any security breaches.

H. Account Management

1. The District will:

   a. define and document the types of accounts allowed and specifically prohibited for use within the system;

   b. prohibit use of personally-owned information systems, including mobile devices (i.e., bring your own device [BYOD]), and publicly accessible systems for accessing, processing, storing, or transmitting CJI;

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c. assign account managers;

d. require conditions for group and role membership;

e. specify authorized users of the system, group and role membership, and access authorizations (i.e., privileges) and attributes listed for each account;

f. at least annually, review accounts for compliance with account management requirements;

g. establish and implement process for changing shared or group account authenticators (if deployed) when individuals are removed from the group; and

h. align account management processes with personnel termination and transfer processes.

I. Access Enforcement

The District will:

1. enforce approved authorization for logical access to information and system resources will be enforced in accordance with applicable access control policies; and

2. provide automated or manual processes to enable individuals to access elements of their personally identifiable information.

J. Information Flow Enforcement

The District will enforce approved authorizations for controlling the flow of information within the system and between connected systems by preventing CJI from being transmitted unencrypted across the public network, blocking outside traffic that claims to be from within the District, and not passing any web requests to the public network that are not from the District-controlled or internal boundary protection devices.

K. Separation of Duties

The District will:

1. identify and document separation of duties based on specific duties, operations, or information systems, as necessary to mitigate risk to CJI; and

2. define system access authorizations to support separation of duties.

L. Least Privilege

1. The District will allow only authorized accesses for users (or processes acting on behalf of users) that are necessary to accomplish assigned organizational tasks.

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2. The District will:

    a. authorize access for personnel including security administrators, system and network administrators, and other privileged users with access to system control, monitoring, or administration functions (e.g., system administrators, information security personnel, maintainers, system programmers, etc.) to:

        i. established system accounts, configured access authorizations, set events to be audited, set intrusion detection parameters, and other security functions; and

        ii. security-relevant information in hardware, software, and firmware.

    b. require users of system accounts (or roles) with access to privileged security functions or security-relevant information (e.g., audit logs), use non-privileged accounts or roles, when accessing non-security functions;

    c. restrict privileged accounts on the system to privileged users;

    d. review annually the privileges assigned to non-privileged and privileged users to validate the need for such privileges;

    e. reassign or remove privileges, if necessary, to correctly reflect organizational mission and business needs; and

    f. log the execution of privileged functions.

M. Unsuccessful Logon Attempts

The District will enforce a limit of five (5) consecutive invalid logon attempts by a user during a 15-minutes time period, and automatically lock the account or node until released by an administrator when the maximum number of unsuccessful attempts is exceeded.

N. System Use Notification (required when access via logon interfaces with human users)

1. A system use notification message will be displayed to users before granting access to the system that provides privacy and security notices consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines stating that:

    a. users are accessing a restricted information system;

    b. system usage may be monitored, recorded, and subject to audit;

    c. unauthorized use of the system is prohibited and subject to criminal and civil penalties; and

    d. use of the system indicates consent to monitoring and recording.

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2. The notification message or banner will be retained on the screen until users acknowledge the usage conditions and take explicit actions to log on to or further access to the system.

3. For publicly accessible systems, before the District grants further access to publicly accessible systems:

    a. system use information consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines will be displayed;

    b. references, if any, to monitoring, recording, or auditing that are consistent with privacy accommodations for such systems that generally prohibit those activities will be displayed; and.

    c. a description of the authorized users of the system will be included.

O. Device Lock and Session Termination

1. The device lock will conceal information previously visible on the display with a publicly viewable image.

2. Further access to the system will be prevented by initiating a device lock after a maximum of 30 minutes of inactivity.

3. Users must log out when a work period has been completed.

4. Users must initiate a device lock before leaving the system unattended.

5. The device lock will be retained until the user reestablishes access using established identification and authentication procedures.

P. Remote Access

The District:

1. establishes and documents usage restrictions, configuration/connection requirements, and implementation guidance for each type of remote access allowed;

2. authorizes each type of remote access to the system prior to allowing such connections;

3. employs automated mechanisms to monitor and control remote access methods;

4. implements cryptographic mechanisms to protect the confidentiality and integrity of remote access sessions;

5. routes remote access through authorized and managed network access control points;

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6. authorizes the execution of privileged commands and access to security-relevant information via remote access only in a format that provides assessable evidence and for compelling operational needs; and

7. documents the rational for remote access in the security plan for the system.

Q. Wireless Access

The District:

1. establishes configuration requirements, connection requirements, and implementation guidance for each type of wireless access;

2. authorizes each type of wireless access to the system prior to allowing such connections;

3. protects wireless access to the system using authentication of authorized users and agency-controlled devices, and encryption; and

4. disables wireless networking capabilities embedded within system components prior to issuance and deployment when not intended for use.

R. Access Control for Mobile Devices

The District:

1. establishes configuration requirements, connection requirements, and implementation guidance for organization-controlled mobile devices, to include when such devices are outside of controlled areas;

2. authorizes the connection of mobile devices to organizational systems; and

3. employs full-device encryption to protect the confidentiality and integrity of information on full-and limited-feature operating system mobile devices authorized to process, store, or transmit CJI.

S. Use of External Systems

1. The District permits authorized individuals to use an external system to access the system or to process, store, or transmit organization-controlled information only after:

   a. verification of implementation of controls on external system as specified in the District's security and privacy policies and security and privacy plans; or

   b. retention of approved system connection or processing agreements with the organizational entity hosting the external system.

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2. The District restricts the use of District-controlled portable storage devices in external systems including how the devices may be used and under what conditions the devices may be used.

T. Information Sharing

The District:

1. enables authorized users to determine whether access authorizations assigned to a sharing partner match the information's access and use restrictions as defined in an executed information exchange agreement; and

2. employs attribute-based access control or manual processes as defined in information exchange agreements to assist users in making information sharing and collaboration decisions.

U. Identification and Authentication (IA) (CJISSECPOL 5.6)

V. Physical and Environmental Protection (CJISSECPOL 5.9)

W. Systems and Communications Protection (CJISSECPOL 5.10)

X. System and Services Acquisition (CJISSECPOL 5.14)

Y. System and Information Integrity (CJISSECPOL 5.15)

Z. Maintenance (CJISSECPOL 5.16)

AA. Planning (CJISSECPOL 5.17)

BB. Contingency Planning (CJISSECPOL 5.18)

CC. Risk Assessment (CJISSECPOL 5.19)

Legal authority: Criminal Justice Information Services (CJIS) Security Policy 6.0 December 27, 2024

Date adopted: June 25, 2025

Date revised: August 12, 2026

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Series 4000: District Employment

4200 Employee Conduct and Ethics

4216 Personal Communications Devices

"Personal communications device" includes employee-owned cell phones, computers, tablets, or any other device that is capable of, but not limited to, text messaging, voice communication, downloading applications, entertainment, navigation, accessing the internet, sending and receiving photos and videos, or producing email. Employee use of personal communications devices during the work day, including school-sponsored activities, and to conduct school-related business, is limited as follows:

A. except in emergencies, an employee's use of a personal communications device shall not interfere with instructional activities or work-related duties. Employees taking an authorized break may use a personal communications device in a manner that does not disrupt the District's operations or violate the confidentiality of students or others;

B. employees shall not use a personal communications device to access inappropriate content or engage in unlawful activities while on duty, on District property, or attending a District-related event;

C. employees must not use a personal communications device to inappropriately communicate with other employees, students, or Parents;

D. employees must ensure that the District's records and files, including confidential student information, are only maintained on District-provided technology and that confidentiality is maintained. District records and files must not be stored on a personal communications device;

E. employees recognize that when a personal communications device accesses the District's network, the employee's use may become subject to the District's Acceptable Use Policy;

F. employees may not use a personal communications device to record communications or images during the work or school day or at a school-sponsored event other than a public performance or sporting event, unless the employee has received permission from the Superintendent or designee. Dissemination of any recording is prohibited unless the Superintendent or designee approves that action in writing; or

G. unauthorized recording of communications or images of students, Parents, co-workers, or non-public meetings is prohibited, unless there is an educational purpose to do so, and may result in discipline, including discharge.

Legal authority: MCL 380.11a(3), 380.601a

Date adopted: June 25, 2025

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Series 4000: District Employment

4500 Administrators/Supervisors

4508 Administrator Non-Renewal

A. Administrators Subject to Revised School Code Section 1229(2)

Administrator contract non-renewal may be subject to Revised School Code Section 1229(2) depending on the person's responsibilities, duties, and certification. If the non-renewal of an Administrator is subject to Revised School Code Section 1229(2), this Policy shall be implemented consistent with that statute.

"Non-renewal" is an action to discontinue an employment contract at contract expiration. Termination during the term of an existing employment contract is addressed in Policy 4507.

If Revised School Code Section 1229(2) applies, the non-renewal of an Administrator's individual employment contract must be preceded by a notice to the employee that the Board is considering non-renewal. Written notice of consideration of non-renewal must be given to the Administrator at least 90 calendar days before the expiration date of the Administrator's contract. The Administrator will be provided notice of the Board meeting at which the consideration of non-renewal will be reviewed and may request an open or closed session, where appropriate. The Board must act in open session on the recommendation to consider non-renewal.

The Superintendent or designee will notify the Administrator of the Board's decision to consider non-renewal, including a written statement of the reason(s). The employee may request to meet with a majority of the Board to discuss the reason(s) in open or closed session, where appropriate. The meeting with the majority of the Board to discuss the reason(s) it is considering non-renewal must take place following notice to the administrator of the consideration of non-renewal and before any action of non-renewal.

There must be a minimum of 30 calendar days between the time that the administrator is provided written notice that the Board is considering non-renewal, including a statement of the reason(s) for consideration of non-renewal, and the Board's action to renew or non-renew the administrator's individual employment contract. The resolution and notice of non-renewal must be provided to the administrator not less than 60 calendar days before the expiration date of the administrator's individual employment contract.

If the non-renewal is based on a reduction in personnel and not for a performance reason, the Board's review and action must take place in open session.

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If the employee holds tenure rights as a classroom teacher and the District seeks to terminate those tenure rights, the District will comply with the Teachers' Tenure Act.

B. Non-Renewal of a Supervisor or Director

A Supervisor's or Director's contract may be non-renewed in accordance with the applicable individual employment contract or collective bargaining agreement. If the Supervisor or Director is not subject to an individual employment contract or collective bargaining agreement, the Superintendent or designee will present a recommendation of non-renewal to the Board at least 30 calendar days before June 30, stating the reason(s) for the recommendation. Advance written notice of the recommendation, the time, date, and location of the Board meeting, and the option for closed session deliberation will be provided to the Supervisor or Director.

Legal authority: MCL 380.1229

Date adopted: June 25, 2025

Date revised: August 12, 2026

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Series 4000: District Employment

4600 The Superintendent

4602 Hiring

The Board will determine and select the best candidate to serve as the Superintendent, based on qualifications, experience, demonstrated capabilities, and other relevant factors as determined by the Board. The Board may enlist professional consultants, employees, community members, or others to assist with the recruitment and selection process.

Qualified candidates will possess and maintain certifications, permits, and approvals required by federal and state law for the office of Superintendent. The hiring process will comply with the Michigan Open Meetings Act.

Before hiring the selected candidate, an offer of employment will be conditioned on successful completion of a background check as described in Policy 4205.

The Board should consult with legal counsel when drafting the Superintendent's employment contract.

The Superintendent's employment contract shall not exceed five years in duration. If a Superintendent vacates the position before a new Superintendent is selected, the Board shall appoint an interim Superintendent to oversee operations until a new Superintendent is selected. Hiring decisions shall be based on qualifications, skills, knowledge, abilities, education, certifications/licenses, experience, demeanor, and other criteria the Board may deem relevant.

Legal authority: MCL 15.261 et seq.; MCL 380.1229(1), 380.1536

Date adopted: June 25, 2025

Date revised: August 12, 2026

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Series 5000: Students, Curriculum, and Academic Matters

5500 School Sponsored and Extracurricular Activities

5507 Extracurricular Activities

A. General Purpose

"Extracurricular activities" are defined as District-sponsored optional activities, including athletics, that are not for grade or credit.

Extracurricular activities, while an important part of the total school experience, are secondary to the academic program. Participation in extracurricular activities is a privilege, not a right.

Extracurricular activities do not include:

1. co-curricular activities such as band and choir, in which students must participate as part of the requirements for enrollment in and receiving a grade for a particular course; or

2. student-initiated, noncurricular student groups, which are permitted to hold meetings and events on school premises. These groups are not school-sponsored and are governed by Policies 3304 and 5510.

B. Governance

The District has exclusive control over extracurricular activities including, but not limited to, formation, naming, structure, operation, financing, and discontinuance.

Students and sponsors are governed by all Policies, applicable codes of conduct, and any other applicable rules or behavioral expectations.

Extracurricular groups may use District facilities consistent with Policy 3304.

C. Student Eligibility

Students are encouraged to participate in extracurricular activities. Participation is open to students who meet the eligibility requirements established by the District and any applicable governing body.

Students who wish to participate in extracurricular activities must abide by Board Policy, applicable codes of conduct, and any other applicable rules or behavioral expectations. A student's failure to comply with Board Policy, applicable codes of conduct, and any other applicable rules or behavioral expectations may result in disciplinary action and exclusion from extracurricular activities.

Students who participate in interscholastic athletics may not use performance-enhancing substances. Performance-enhancing substances include any

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substance banned by the NCAA. Students who use performance-enhancing substances may be disciplined and excluded from the activity.

D. Advisors and Coaches

Each extracurricular activity must have an advisor or coach who is a District employee or a selected community member who is qualified by virtue of education, training, experience, or special interest to serve as the advisor or coach, as determined by the Superintendent or designee.

The Superintendent or designee will assign activity advisors and athletic coaches. Advisors and coaches serve at the will of the Superintendent, who may remove an activity advisor or athletic coach in the Superintendent's sole discretion, absent contrary contractual provisions.

Sponsors may be required to develop materials, activities, and a budget; promote membership and participation; communicate with the building principal or designee, staff, students, and Parents; schedule meeting dates and locations; plan meaningful experiences; supervise students during activities; evaluate and make program recommendations; and submit a year-end report to the building principal or designee.

E. Fundraising Activities

Fundraising activities must comply with Policy 5501.

Date adopted: June 25, 2025

Date revised: August 12, 2026

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Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5714 Threat Assessment and Response

A. General

The Board is committed to providing a safe environment for all members of the school community. Our commitment to security includes creating and maintaining a safe school climate and supportive culture as a foundation for preventing violence and mitigating risk.

To further that commitment, the Board directs the Superintendent to:

1. Establish a behavior threat assessment and management (BTAM) team for each school operated by the District.

2. Ensure each BTAM team includes, at a minimum, the following individuals: a school administrator, a mental health professional as defined by MCL 330.1100b, and a school resource officer or another law enforcement official from the local law enforcement agency that has jurisdiction over the school.

3. Ensure each BTAM team is assigned at least the duties described in MCL 380.1308e(2).

4. Develop and implement threat assessment protocols. The threat assessment protocols must include training for individuals who administer threat assessments and a framework for determining when a threat assessment should be used.

B. Reporting Threats

District employees, volunteers, and contractors must immediately report any threat to the designated BTAM team school administrator. Reports may be made in person, by email, or by telephone. Threats requiring immediate intervention should also be reported to the local law enforcement.

Students are encouraged to immediately report any threat. Threats may be reported to any District employee in-person, by email, or by telephone. Students may also report threats through the OK2SAY program.

If there is a concern about student self-harm, the building principal or designee should comply with Policy 5710.

C. Threat Response

When a threat is reported, the BTAM team school administrator or designee will determine whether to initiate the District's threat assessment protocol.

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Any disciplinary action taken in response to a reported threat must be consistent with the Student Code of Conduct and applicable law and policies.

D. Training

All District employees must receive awareness training on this Policy and the District's threat assessment process at least annually. Additional training will be provided as required by the District's threat assessment process.

E. Communication with the School Community about Reported Threats

All communications about reported threats or safety concerns will comply with applicable law, including the Family Educational Rights and Privacy Act.

Legal authority: MCL 380.1308e

Date adopted: June 15, 2025

Date revised: December 10, 2025; August 12, 2026

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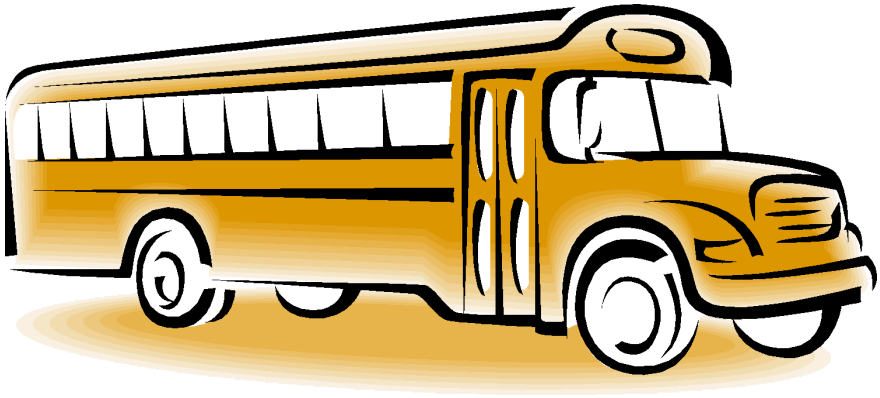
AGREEMENT

between the

MILAN AREA SCHOOLS
BOARD OF EDUCATION

and the

MILAN AREA SCHOOLS
TRANSPORTATION ASSOCIATION



September 1, 2026 – August 31, 2027

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PREAMBLE & PURPOSE

This Agreement is by and between Milan Area Schools Board of Education located at 100 Big Red Drive, Milan, Michigan hereinafter referred to as the "Board" and the Milan Area Schools Transportation Association hereinafter referred to as the "Association".

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to ensure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

RECOGNITION

A. Pursuant to the certification of Representative Case R11E-041, dated July 18, 2011, issued by the Michigan Employment Relations Commission, the Board hereby recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and working conditions for all employees in the bargaining unit defined and described as follows:

   All full-time and regular part-time bus drivers and all full-time and regular part-time bus monitors, but excluding the transportation manager, bus mechanics, temporary bus drivers, temporary bus monitors, substitutes, and all other employees.

B. The term "employee" as used herein shall include all persons performing work in the following classifications of the Board as defined above: full-time and regular part-time bus drivers; full-time and regular part-time monitors.

C. Wherever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

NON-DISCRIMINATION

The Employer and the Association both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, national origin, height, weight, marital status, political belief, disability, or handicap which does not impair an individual's ability to perform adequately in that individual's particular position or activity.

ASSOCIATION REPRESENTATION

A. Employees may be represented by 3 designated association/committee members, whose identity shall be made known to the Employer.

B. The Association/Committee during working hours, without loss of time or pay, may in accordance with the terms of this Article investigate and present grievances to the superintendent or designee after arrangements have been

made with the transportation manager. The transportation manager will grant permission and provide sufficient time to the committee member(s) to leave their work for these purposes provide there is no other time, outside the work hours, to conduct said business.

BOARD RIGHTS

A. Rights and Powers

The Board retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education, or powers which have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the board. Not by way of limitation, the Board reserves unto itself all rights , power and privileges inherent in it or conferred upon it from any source whatsoever. Rights reserved exclusively herein by the Board, which shall be exercised exclusively by the board with out prior negotiations with the Association either as to the taking of action under such right, or with respect to the consequence of such action during the term of the Agreement, shall include, by way of illustration, not by way of limitation, the right to:

1. Manage and control its business, its equipment, its operation and to direct the working force and affairs of the Board.

2. To continue its right, policies, and past practice of assignment and the direction of work all of its personnel, determine the number of personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but no in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate and employee evaluation system. Assign work or extra duty to employees; determine the size of the work force, and to lay-off employees.

4. Determine the services, supplies and equipment necessary to continue its operations, and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or change therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions and require medical certifications of fitness.

7. Determine the location or relocation of its facilities, including the establishment or locations of new schools, building, departments, divisions or subdivisions thereof, and the relocation of or closing its offices, departments, divisions or subdivisions, building or other facilities.

8. Determine, establish, modify, change or discontinue bus routes and /or the assignment or reassignment of buses to routes.

9. Determine the placement of operations, productions, services maintenance or distribution of work and the source of materials and supplies.

10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

11. Determine the size of management organization, its functions, authority and amount of supervision and table of organization; provide that the Board shall not abridge any right of employees as specifically provided in the Agreement.

12. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

13. Conduct drug testing of employees to comply with the Department of Transportation's regulations.

14. To subcontract bargaining unit work and determine all methods and means to carry on the operation of the schools, including automation or contracting thereof or changes therein, and utilization of volunteers, contractors and non-bargaining unit employees to transport students.

15. To the executive management and administrative control of the school system, and its properties and facilities, and the activities of its employees during working hours.

16. To establish courses of instruction and in-service training programs for employees, and to require attendance at any workshop, conference, etc., by employees, including special programs.

17. To adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.

18. To determine and re-determine job content.

19. To provide comp time in lieu of overtime pay with the agreement of the affected employee.

B. Limits on Rights

The exercise of the forgoing powers, rights, authority, duties and responsibilities by the Board, the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

C. Negotiations Regarding Rights

The matters contained in this Agreement, and/or exercise of any such rights of the Board is not subject to further negotiations between the parties during the term of this Agreement.

D. Waiver Rights

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such right have been exercised by the Board in the past.

E. Accommodations of Disabilities

Except for any provision of this Agreement, the Employer shall be entitled to take any steps deemed necessary by the Employer in order to accommodate and employee's disability and comply with state and federal laws prohibiting discrimination on the basis of disability, such as the Americans with Disabilities Act (ADA).

SENIORITY

A. Probationary Period

1. All full-time and part-time employees shall serve a probationary period of sixty (60) workdays, uninterrupted by any type of service break, during which time they will be termed "probationary employees". Any missed days shall be added to the end of the probationary period in order to complete the sixty (60) days.

2. Probationary employees' service with the Board may be terminated at any time by the Board in its sole discretion, and neither the employee so terminated nor the Association shall have recourse to the Grievance Procedure over such termination.

3. During the probationary period, an employee shall not be eligible for holiday or vacation pay, nor will they be granted sick or personal days until they have been earned. Other benefits will be granted when allowed by the appropriate rules of the carrier. After an employee has successfully completed the probationary period of employment, such employee shall

become a regular full-time or part-time employee and seniority shall be provided herein.

4. Upon successful completion of the probationary period, the employee will be entered on the seniority list for their classification, and shall rank seniority from his/her original date of hire.

B. Seniority

1. A regular full-time or regular part-time employee's seniority shall date from such employee's most recent starting date of employment within the classification of the bargaining unit as defined.

2. Job classification seniority as used in this Agreement shall mean the length of continuous time an employee has worked within a job classification, commencing with the employee's first full day of work within that classification and within the bargaining unit described. An employee will have seniority in no more than one (1) classification at a time unless working in both classifications at the same time.

3. Seniority shall be retained, but not accumulated, for an employee who transfers to a position outside of the bargaining unit within the school district.

4. An employee's seniority shall entitle that employee to such rights as are expressly provide for in this Agreement.

C. Loss of Seniority

1. An employee's seniority and employment shall terminate if:
   - The Employee resigns.
   - The Employee is discharged.
   - The Employee retires.

LAY-OFF AND RECALL

A. In the event that the Board, in its discretion, determines that a lay-off is necessary, such lay-off will be from within the classifications selected by the board, and in numbers determined by the Board, subject to the terms and conditions provide for in the Agreement.

B. Bumping Rights

If a regular run is eliminated, the employee displaced shall have the right to bump a member of the same classification with lesser seniority. This process shall be accomplished in the following manner: The transportation manager shall post all runs filled by members with seniority less than the affected member. The member with the highest seniority would sign up for a run first,

and then the second-highest seniority member would sign up, etc. This procedure would continue until all runs were covered.

C. Notices of recall shall be sent by certified mail to the employee's last known address as shown on the employee's records, and it shall be the obligation of the employee to provide the Board with a current address and telephone number. A recalled employee shall give notice of intent to return to work within three (3) consecutive calendar days, and shall return with seven (7) calendar days, or the employee's employment shall be terminated without recourse to this Agreement. The obligation of the Employer to recall a laid off employee shall terminate twelve (12) months following lay-off, or to the length of the employee's seniority, up to a maximum of twenty-four (24) months, whichever is greater.

D. Probationary employees have no recall right under this Agreement.

ROUTE ASSIGNMENT

A. Route Assignment

When a route becomes available, notice of such vacancy will be posted for three (3) regular working days. Exception: runs that are open at the August meeting will be opened and closed that day. If and when a regular driver is no longer in the employ of the district, their regular run should be posted no later than the beginning of the next school quarter. If a ten (10) month run is extended into the summer, then the ten (10) month driver of the run will have first rights to the summer driving. If the ten (10) month driver of the run does not accept the summer driving, then the route shall be filled in the same manner as other summer driving.

When determining route assignments, preference will be given on the basis of seniority. If the most senior driver who signed for the route is not the most qualified (i.e. Special Education – refer to Special Education Section J), or has had previous problems on that route, then the transportation manager can assign another driver to that route. If no regular driver signs for the available run, the transportation manager will fill the position following appropriate Board Hiring Practices.

B. Reinstated Runs

If a dropped run is reinstated exactly or nearly the same as had been previously scheduled, during the same school year, the driver who previously had the run will have the first opportunity to be placed back on that run.

C. Incorporating Runs

If a driver should leave and his/her run is able to be incorporated into other regular driver's runs, it should be posted just as kindergarten runs are.

D. Time Change

Gains or losses to existing routes of one-half (1/2) hour or more shall entitle the affected employee the right to bid and bump according to seniority into another assigned, established route. Each run will be timed as soon as possible after the beginning of a new school year and up to three more times during the year (at the Transportation Manager's discretion an individual run can be timed). The following Monday all runs times will be posted and a meeting held. At this meeting, all drivers shall have the right to bump if their runs were cut thirty (30) or more minutes. Other driver can then sign runs open due to bumping. If a run increases thirty (30) or more minutes, drivers with more seniority could bump into that run. That driver and others affected can then bump drivers with less seniority. All runs will be closed at this meeting. Forfeiture of the right to bid shall occur if the bid is not exercised at this meeting.

E. Hazard Time

In determining time for each regular run, fifteen (15) minutes per day will be added to actual run time. This is to allow for pre-trip inspections, trains, breakdowns, extreme disciplinary problems, etc.

F. Mid-Day Kindergarten Runs

All mid-day kindergarten runs will be posted on the board by the transportation manager each year. Drivers will sign up for the runs, and assignments will be made based on seniority. Assignments shall last for one (1) year only.

G. Mid-Day Substitute

One (1) regular driver shall be trained as a primary substitute for each mid-day run based on seniority from those that have applied. In the event that there is no regular driver available to become a primary substitute for a mid-day run a substitute driver may be trained as a primary substitute for a mid-day run but will not retain any status or privileges as a regular driver.

H. Mid-Day Route Pay

Mid-day runs will be paid on the "Hourly Employee Time Sheets" each day.

I. Special Education (Regular Special Education Runs and Mid-Day PPI Runs)

Special education will be handled as a separate unit. Due to day-to-day variance in hours, there will be no bumping in or out of Special Education during the course of the school year. The route assignment for Special Education is a year to year position which can only be changed at the August Bid meeting. The driver for the Special Education route will not be able to leave the route any time during the school year even if another run becomes

available on the regular educational run. When a Special Education run is available, the transportation manager will screen anyone interested. The route will be assigned to the most senior driver who has received the training necessary for transporting Special Educations students. That training will have included, but is not limited to, proper discipline procedures, medical necessities, transporting physically handicapped students etc. If a Special education run is completely eliminated, the procedure under seniority will be followed. Drivers must have full credentials completed by the August Bid Meeting in order to qualify for a Special Education Mid-Day PPI Run. These credentials include, but are not limited to: a CDL with B, P, and S endorsements; DOT physical Card; and certification of completion of the Michigan Department of Education Advanced School Bus Driver Course (Green Card).

INCLEMENT WEATHER

Whenever the schools are closed due to severe weather or other emergencies, the employees covered by this Agreement shall not be required to report for work on such days. The employees shall receive their regular rate of pay for student instruction days that are cancelled, up to the number of cancelled days approved by the state of Michigan. (Regular rate of pay is defined as the pay the employee would have earned on his/her regular run on the student instruction day that is cancelled.) No wages shall be paid to the employee for any rescheduled days unless such rescheduled time exceeds the time paid to the employee at the time of the cancellation, in which case the bargaining unit member shall receive their regular rate for the additional time.

If school is delayed after the employee has reported to work, as verified by the transportation manager, the employee will be paid for one (1) additional hour for the day.

EXTRA TRIPS

(For the purpose of extra trip hours, the new year begins on the first student day. The hours originally assigned to a trip are an estimation of the trip length and are not a guarantee of hours to be paid.)

A. Except in unusual circumstances, the transportation manager will post all extra trips on the bulletin board for at least two (2) driving days, and drivers will indicate their availability by signing for the same. Extra trips that can not be posted for two (2) driving days will be open to all drivers at the time they are posted.

B. Each Monday, the transportation manager will post a list of individual driver names indicating the number of hours of extra trips driven in the current marking period. The transportation manager will include the total time of each Extra Trip on the trip board. Non-trip hours will be posted as well as trip hours.

C. At the time a trip is closed, the possibility of a driver earning over time will be considered. Effort will be made at the time a trip is closed to assign extra trips in a manner that minimizes the need for overtime. The first week of the marking period, trips shall be assigned by seniority. In subsequent weeks, trips shall be assigned to the driver with the least number of hours accumulated during that marking period. If hours are equal, seniority shall prevail. New drivers will be assigned the average hours of all drivers who have taken trips.

D. Notification of trip assignments will be made between five (5) driving days and two (2) driving days prior to the scheduled trip, except in unusual circumstances. If after a trip is posted and closed and the trip is changed to a drop off only, that driver shall be paid the difference between their regular run, if affected, and the drop off time paid.

E. If an extra trip (sports included) is canceled, as soon as the Transportation Department is notified of the cancellation, the driver will be notified. If the driver is notified less than two (2) hours before departure time, the driver will be paid for two (2) hours. If the cancellation is due to weather related conditions, and the driver is notified less than two (2) hours before departure time, then the driver will be paid for one (1) hour.

F. The Transportation Department will make every reasonable attempt to reassign canceled trips that are rescheduled to the driver that the trip was originally closed with.

G. If a driver cannot fulfill his/her responsibility for an assigned extra trip, and notifies management more than two hours in advance of the trip, then management will offer the opportunity to the next drivers that signed for that trip. If the drivers that signed for the trip are not available, then management should offer the trip to regular drivers based on seniority first and then accumulated trip hours. If management is notified less than two hours in advance of the trip, then there is no required process to cover the need. For the purpose of trip hours, the original driver will be listed as actually driving the trip unless the driver was off on authorized sick time.

H. Extra Trip Pay

Drivers will be paid a straight hourly rate for extra trips at his or her regular scale. Field trips under one (1) hour in duration will be paid a minimum of one (1) hour. Field trips in excess of eight (8) hours in duration will be paid at the following rate: the first eight (8) hours paid straight time. Hours worked over eight (8) at time and one-half (1-1/2) the hourly rate.

I. Long Trips

The unusually long trips will be identified as those starting prior to 10:00 a.m. and extending after 5:00 p.m. Trips falling into this category will be open to all

drivers, with the transportation manager having the responsibility of getting a driver for the regular run if necessary.

J. Requests

Regular drivers have primary responsibility for driving their regular runs, and they should not sign up for trips that conflict with their regular runs. Upon request, the transportation manager will grant each driver eight (8) requests per year that, at the closing of the trip, interfere with the driver's regular run. These requests shall be granted at any time during the regular driver's school calendar. No requests will be granted during the last five (5) days of school. A trip will count as one of the driver's requests as long as the total hours paid (either trip hours –or- regular run hours plus trip hours) are more that the driver's regular run hours. If a trip is closed to a driver under a request, and the driver withdraws from driving the trip, the request will be charged to the driver. A driver will not be granted his/her other requests for a semester if it conflicts with another driver's first request for the same semester. If two (2) or more drivers' requests are made for the same trip, the trip will close to the driver with the highest seniority.

K. When assigning buses for field trips, the transportation manager, whenever possible and keeping the rotation schedule in mind, will assign to the driver their regularly assigned bus, except those buses assigned for Special Education runs.

MISCELLANEOUS

A. Legal Requirement

1. Every driver must have a physical examination, a valid chauffeur's license, a valid CDL with C, B, P and S endorsements, a valid certification of completion of the bus safety education course, driving record check and driving skill exam. All physicals must be done in a facility designated by the superintendent or his designee.

2. Upon satisfactory completion of the requirements for bus driver's endorsement and employment by Milan Area Schools, the Board will pay fifty-five dollars ($55.00) for the CDL endorsement on the license.

3. The Board will pay the regular driver for the actual hours for taking the driving test. Actual hours are defined as travel to and from the test as well as the actual time to take the test.

B. Alcohol and Drug Testing

All drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including testing required by the Omnibus Transportation Employee Testing Act of 1991, 45 USC Section 431, and its implementing regulations. The driver will be paid for the actual hours required

when submitting to a drug or alcohol test as required by law, at the driver's regular hourly rate. Actual hours are defined as the time logged at the testing center plus one-half (1/2) hour for drive time.

C. Bus Drivers Education Classe

1. It is mandatory that all drivers attend these classes to meet the State requirement. Attendance at additional classes each year is strongly recommended. Drivers will receive their regular rate of pay for approved hours in attendance at local bus driver education classes plus travel time to and from the Milan Area Schools Bus Garage as determined and certified by the transportation manager. The driver shall be paid in the fall or as soon as possible, but no later than October 1st.

2. Drivers will receive their regular rate of pay for approved hours in attendance at non-local bus driver education classes plus the travel time on the school vehicle to and from the Milan Area Schools Bus Garage as determined and certified by the transportation manager.

D. Storage of Buses

Buses will be stored at the bus garage overnight and between all runs. It is understood that the transportation manager can deviate from this provision on storage when it is determined that following this provision would result in increasing the costs to the school district on any particular run. Each exception will be discussed with the Association.

E. Cleaning Buses

- Assigned buses will be swept as needed, but at least twice each week. Substitute buses will be cleaned after use. Failure to follow this provision may result in disciplinary action. A first offense will result in a warning, a second offense a written reprimand, and a third offense will result in the driver being docked one-half (1/2) day pay in any one given school year.

- Field trip buses must be cleaned before the next run, except in unusual circumstances. In that case, the driver who took the field trip will clean the bus as soon as possible the next day. If not cleaned according to the above, the trip driver will be docked one-half (1/2) hour pay. If a dirty bus is assigned, the driver shall notify the transportation manager. If, after hours, a driver is assigned a bus that is not clean or sufficiently fueled, the driver shall use another bus, and notify the transportation manager on the next workday.

- Assigned field trip buses that will be going out that day will have the first priority of the washer. All other buses needing to be washed will have to wait until the Trip buses are done.

- Drivers without hazard time will be paid to wash buses. Drivers with hazard time who must wash their bus, more often than normal, due to field trip use of their bus, can request up to an additional 30 minutes to wash their bus. Approval of addition time is at the discretion of the Transportation Director and will not be compensated unless pre-approved.

- The transportation manager or designee is responsible for checking the buses for cleanliness.

- Regular drivers will be paid two (2) hours at their regular rate for cleaning their buses at the beginning of the school year. Regular drivers will be paid five (5) hours at their regular rate for cleaning their buses at the end of the school year.

F. Resignation

Any bus driver desiring to resign shall submit the resignation in writing to the transportation manager a minimum of two (2) weeks prior to the effective date of the resignation. A regular driver resigning their run may, upon request, continue driving on a substitute basis.

G. Seat Belts

All buses will be equipped with seatbelts for the driver, and they are required to wear the belts while driving. Seatbelts that are to short will be replaced upon request.

H. Bus Evacuation

Each run will perform practice emergency bus evacuations at least three (3) times per year. It is recommended that these are performed in October, January, and April.

I. In-Service

Bus drivers will be paid at their regular rate of pay for participating in in-service sessions, as approved by the superintendent or designee.

J. Call-In Pay

Whenever a driver is called in to work for and emergency or special situation, the driver will be paid for a minimum of one (1) hour, or the amount of time they actually work, whichever is greater.

K. Summer Driving

(Summer is defined to be the first day after the last student day of a school year through the last day before the first student day of the next school year.)

Any regular driver interested in summer driving must sign up by the end of the regular school year. All postings signed for will be awarded from the list of regular drivers based on seniority first and then on accumulated hours. It is the driver's responsibility to monitor postings and sign accordingly if they want to be called (they will not be called if they have not signed a posting). When runs are posted and no regular driver from the summer driving list signs that posting the transportation manager may call a substitute driver that has made themself available to cover that posting or a regular driver that did not make themself available on the summer driving list.

SICK LEAVE, BEREAVEMENT AND PERSONAL BUSINESS LEAVE

A. Sick Leave

1. Each school year employee covered by this Agreement will be entitled to sick leave accumulated in an individual single sick leave bank at the rate of one (1) day per month, to a maximum of ten (10) days per year. Each twelve (12) month employee will be entitled to sick leave at the rate of one (1) day per month, to a maximum of twelve (12) days per year. The days will be credited at the beginning of each school year; however the use of those days will be restricted to only the number of days of sick leave accumulated. Unused sick leave will be credited at the end of the year to a maximum of one hundred forty (140) days. Employees who have reached the maximum number of sick days shall be compensated for days lost (above 140) at seventy-five percent (75%) of the employee's average daily rate at the end of the school year.

   Notwithstanding and contrary Agreement language, if the Michigan Earned SIck Time Act ("ESTA") is in effect, the first 72 hours of paid sick leave may be used for any ESTA purpose each ESTA benefit year, with those 72 leave hours subject to ESTA conditions as detailed in Board Policy 4113.

2. Sick leave days shall be used based on the normal scheduled hours being worked per day during the month in which said days are used.

3. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by illness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted an employee for the illness of a member of the immediate family of the employee (spouse, dependent, parents, grandparents, brothers, sisters, and in-law relations in the same categories). A physician's statement may be required at the discretion of the Board.

4. Employees shall be able to utilize sick time in increments of one-half (1/2) day increments if on a two (2) run schedule, and of one-third (1/3) day increments if on a three (3) run (i.e. kindergarten run) schedule.

5. Sick leave shall not be paid for days immediately preceding or following a holiday, scheduled vacation or other assigned days off.

6. The Board reserves the right to require a medical certificate for any absence in order for the employee to be eligible for sick leave pay.

   Normally, the Board will only make such a request when the employee has been absent for three (3) consecutive days or longer. However, the Board also reserves the right to require a medical certificate whenever an employee's pattern of attendance indicates excessive use of sick leave, to determine whether he/she is medically able to return to work, to determine the mental or physical fitness for continued service, or if an unusually high number of employees are absent on any one day. If the Board requires an employee to get a mental or physical examination from a doctor other than the employee's personal doctor, the Board will pay the expense.

7. It is the responsibility of each employee to report unavailability for work at least one (1) hour prior to his/her normal starting time. Employees are to report their absences using the district's web-based attendance system. In addition, employees are to contact their immediate supervisor to report their absence in order to allow for substitute coverage to be obtained. Each employee shall, at the time of reporting an absence, state the reason for the absence, and the anticipated length of absence. It shall be the responsibility of the transportation manager or designee to secure a substitute for the absent employee.

B. Bereavement

1. The bargaining unit member shall be granted a maximum of five (5) days of paid leave per death for immediate family members that shall be deducted from sick leave. (Immediate family is as defined in A. 3. above.) When the employee has exhausted all sick leave, the time off will be without pay.

2. In the event of a simultaneous tragedy affecting more than one of the covered relatives listed above, not more than five (5) normally scheduled work days shall be excused with pay, and all such paid days shall be subject to the terms and conditions stated in this section.

3. In any single school year, no employee shall receive more than ten (10) days of bereavement pay as allowed in this section.

4. Bereavement days will not affect an employee's Attendance Bonus.

C. Personal Business Leave

1. All persons regularly employed by the Board of Education may be granted two (2) personal business leave days per year, non-accumulative, for valid personal business that would be difficult to transact outside the school

day, or for other reasons which are of a personal nature that requires his/her presence. Arrangements for such leave shall be made at least twenty-four (24) hours in advance with the transportation manager, except in cases of emergency. Requests shall be made in writing using the form provided. The personal business leave days would not be charged to sick leave.

2. The day immediately preceding, or the day immediately following a legal holiday or school recess (e.g., New Year's Day, Memorial Day, etc.) and the last five (5) days of school will not be recognized by the Board as a personal business leave day, except in case of an emergency, as approved by the superintendent. Circumstances presenting unusual circumstances will, upon request, be reviewed by the superintendent or designee to determine whether such time should be granted. These days shall not be used to lengthen a vacation period or to seek other employment. Denial of personal business leave day, when due to an excessive number of drivers being absent on the day requested, or if not in compliance with the restrictions listed in 3 below, is not subject to the Grievance Procedure.

3. This section is meant as a clarification of the general guidelines used in administering the personal business leave day section of the regulations. Personal business leave days may be used for:

   - Legal business or court appearance;
   - Funeral of non-immediate family;
   - Emergency;
   - Graduation or wedding of immediate family member;
   - Hardship cases will be reviewed and considered individually.

4. Days that are missed due to medical or dental reasons will be charged as sick leave days, not personal business leave.

5. Unused personal business leave days shall be cumulative as sick days the following year. (It shall not be retroactive as personal business leave days.)

D. Special Education/Vocational Education

Special Education and Vocational Education driver's pay for sick, personal business leave and holidays will be based on their average scheduled run time the two (2) week period prior to the pay period, and that time will be used as the average for their sick, personal business leave and holiday pay for the next payroll period. The transportation manager or designee will determine the average run time every two (2) weeks.

E. Terminal Leave

In order to qualify for terminal leave pay, an employee shall notify the Board in writing on or before March 30th that he/she intends to retire/resign at the end of the school year. If an emergency need arises after March 30th, an exception can be approved by the Superintendent/designee. The employee will notify the Board by completing the "Terminal Leave" form.

1. For regular bus drivers hired prior to July 1, 2004

    - Terminal leave pay will be granted to an employee who terminates from the school system with ten (10) or more years of seniority. Seventy-five percent (75%) of the employee's average daily rate will be paid for each unused day of sick leave, up to the maximum allowable sick leave accumulation limit. The maximum amount will be seven thousand dollars ($7,000.00).

    For regular bus drivers hired July 1, 2004 or after

    - Terminal leave pay will be granted to a driver who retires from the school system with ten (10) or more years of seniority, or who terminates with fifteen (15) or more years of seniority. Seventy-five percent (75%) of the employee's average daily rate will be paid for each unused day of sick leave, up to the maximum allowable sick leave accumulation limit. The maximum amount of terminal leave pay shall not exceed seven thousand dollars ($7,000). If the Board implements a single-tier transportation system, the driver's daily (two-tier) hours preceding the implementation will be used to calculate terminal leave pay for the days earned during the two-tier system.

2. For regular bus monitors

    - Terminal leave pay will be granted to a monitor who retires from the school system with ten (10) or more years of seniority, or who terminates with fifteen (15) or more years of seniority. Seventy-five percent (75%) of the employees' average daily rate will be paid for each unused day of sick leave. The maximum amount of terminal leave pay shall not exceed four thousand five hundred dollars ($4,500).

F. Vacation

1. Twelve (12) month employees are eligible for vacation days according to the following schedule:

    - First and second years as twelve month employee = Five (5) days
    - Third year and thereafter as twelve month employee = Ten (10) days

2. Vacation days will be computed as of the anniversary date of an employee's assignment to a twelve (12) month position.

3. The employee's vacation pay will be computed using the same process as described in D above.

4. Vacations will be taken in a minimum of daily increments only.

5. All vacations must be scheduled with and approved by the transportation manager. Vacation days cannot be used during the last five (5) days of school.

6. Twelve (12) month employees can use their vacation time on non-instructional days for vacation pay.

HOLIDAYS

A. Employees will be granted the following holidays with pay:

- July 4th (12 month employees only)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Eve Day
- New Year's Day
- MLK Day
- Memorial Day

B. Employees must work the last scheduled workday before and the first scheduled workday after the holiday in order to receive pay for the holiday. Bereavement days will not affect holiday pay.

C. Holiday pay will be for the regularly scheduled hours for each employee.

D. No holiday for which and employee is paid and during which the employee did not work shall be considered or treated for purpose of any overtime calculation as time actually worked by such employee.

E. Probationary employees shall not be eligible for paid holidays during their probationary period.

LEAVES OF ABSENCE

A. Subject to the requirements of the Family and Medical Leave Act (FMLA), a leave of absence is a written authorized absence from work for not more than one (1) year and without pay. In compliance with all applicable laws, a leave shall be granted, denied or extended in the exclusive discretion of the Board upon written request for such leave from a barging unit employee who shall state the reason for such leave upon the application. Only a full-time employee who has worked continuously for the Board for one (1) year or more may be granted a leave of absence.

1. Leaves requested due to illness must be accompanied by a physician's certificate that the employee is unable to work and the reason therefore. Physician's statements shall be by a medical doctor (M.D.), a doctor of osteopathy (D.O.), or a practitioner identified in the FMLA.

2. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee anticipates to returning to work.

3. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from employment without recourse.

4. A leave may not commence or end upon the following day's except in the case of an emergency:

    - The day before or the day following a holiday.
    - The day preceding or following a vacation.

5. Failure to return to work within three (3) days of the date scheduled shall be cause for termination in the sole discretion of the Board.

6. Employees will not be granted a leave of absence to accept employment elsewhere. Acceptance of any employment while on a leave of absence shall result in immediate and complete loss of employment with the board, without recourse.

7. Pregnancy must be treated the same as and illness under this Article.

8. Denial of leaves of absence requests shall not be subject to the Grievance Procedure.

9. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board and the employee.

10. An employee will not accumulate seniority during a leave of absence.

11. An employee returning from a leave of absence of one (1) year or less shall be reinstated to the route he/she held prior to their leave. If, however, during the course of their leave of absence it should become necessary to change or reduce routes in a manner that would directly affect the route previously held, the driver, upon return from the leave of absence, will be allowed to bump into a route according to seniority at the next semester or bid time whichever occurs first.

B. Military Leave

Military leaves of absence will be handled in accordance with all applicable state and federal laws. Further, is not the intent of the parties hereto to require that the Board provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties, and obligations specifically set forth in applicable federal law.

C. Worker's Compensation

An employee receiving worker's compensation pay will receive the difference between that benefit and the employee's daily rate of pay, utilizing the employee's accumulated sick leave on a pro-rata basis, provided the employee provides copies of check receipts to the District within ten (10) days of receiving the check. Seniority will continue to accrue while on worker's compensation. When accumulated sick leave is exhausted, the worker's compensation leave shall be considered and unpaid leave without Board benefits, sick leave accrual, vacation accrual, holiday pay, etc.

D. Jury Duty

Any employee called for jury duty, or who is subpoenaed to testify on behalf of the Board during work hours in a work related matter, shall suffer no loss of compensation due to his/her required absence from his/her regular duties of employment for the time required. If employees are summoned and report for jury duty, they shall be paid the difference between the amount they receive as a juror and their normal pay, provided they make themselves available for work within their regular work schedule when not occupied for jury duty. It is understood and agreed that employees shall be required to report to work on any days when they are not sitting as a juror. To be eligible for jury duty pay differential, employees must furnish the Board with a written statement from the appropriate public official listing the amount and the dates they received pay for jury duty.

E. Weddings

Employees may apply for an unpaid leave of absence for up to five (5) days to attend the wedding of an immediate family member (dependent, parents, grandparents, brothers, sister and in-law relations in the same categories). The request will be submitted in writing to the Superintendent at least thirty (30) days prior to the requested leave.

The day immediately preceding, or the day immediately following a legal holiday or school recess (e.g., New Year's Day, Memorial Day, etc.) will not be recognized by the Board as an unpaid leave day, except for circumstances presenting unusual circumstances. Those circumstances will be reviewed by the Superintendent or designee to determine whether such time should be granted.

ATTENDANCE

A. Attendance

The District will monitor attendance patterns, and if a driver uses all their sick and personal business leave days and begins to request to use no-paid days (except for emergency situations, or other exceptions approved by the transportation manager), a progressive form of disciplinary action will be followed.

B. Tardiness or Unreported Absence

Bus driving is dependent upon schedules. Therefore, punctuality is very important. The following procedure will be followed for tardy or unreported absent drivers, in any one school year.

1. First Offense: Warned orally;
2. Second Offense: Written reprimand;
3. Third Offense: Pay dock one-half (1/2) day;
4. Fourth Offense: Suspension, two (2) days off without pay;
5. Fifth Offense: Dismissal from employment. This is not subject to the Grievance Procedure.

Emergency reasons for being tardy or not reporting should be reported to the transportation manager immediately and will be considered.

C. Attendance Bonus

1. Any employee who is absent two (2) days or less per semester will receive an attendance bonus payable on the first pay of February, for semester 1, and the last pay period of June, for semester 2, according to the schedule below:
   a. Employees who work four (4) or more hours per day = Three hundred dollars ($300.00).

   b. Employees who work less than four (4) hours per day = Two hundred dollars ($200.00).

   Any employee who is absent zero (0) days over the course of the entire school year will receive an attendance bonus payable on the last pay period of June, according to the schedule below:
   a. Employees who work four (4) or more hours per day = Two hundred dollars ($200.00).

   b. Employees who work less than four (4) hours per day = One hundred dollars ($100.00).

2. Any vacation days used by twelve (12) month employees during the summer break, defined for this section as the days between the last school day of one school year and the first school day of the next school year, will not impact the attendance bonus.

DISCIPLINE, SUSPENSION, DISMISSAL

A. No non- probationary employee will be discharged, suspended, or disciplined without just cause. Written notification for dismissal, suspension or other disciplinary actions shall be sent to the employee and the Association. Among the causes which may be deemed sufficient for immediate dismissal are:

- Conviction of any felony criminal act.
- Disorderly or immoral conduct.
- Bringing intoxicants into or consuming intoxicants on any school property, or reporting for work under the influence of intoxicating liquor in any degree whatsoever.
- Negligence or willful damage to the Employer's property.
- The use of any illegal substance.
- Inability to meet Department of Transportation and/or Department of Education physical requirements for bus driving, in accordance with state and/or federal laws.
- Loss of proper motor vehicle licensing (including CDL).
- Positive result in random drug and/or alcohol testing as required by state and federal law; refusal to be tested; tampering with sample.

Among the causes which may be deemed sufficient for suspension, demotion or other disciplinary action are:

- Unauthorized or excessive absence from work.
- The employee is absent from work for three (3) consecutive days without advising the Board of a reason acceptable to the Board for such absence.
- The employee overstays a leave of absence without advising the Board of a reason acceptable to the Board.
- The employee gives a false reason for requesting a leave of absence or engages in other employment during such leave of absence.
- Incapacity due to mental or physical disability.
- Insubordination.
- Failure to perform assigned duties.
- Violation of any lawful regulation or school district policy or rules.
- Willful violation of any provisions of this contract.
- Falsification of any material information on qualifications.
- Refusal to use the proper equipment provided by the Board.
- The employees falsified pertinent information on his/her application for employment.

The above lists are for illustrative purposes and are not meant to be exhaustive.

B. The Board will make every reasonable effort to utilize a progressive system of discipline following the steps listed below. However, based upon the severity of the offense, the Board or designee reserves the right to implement any step in the process deemed appropriate.

1. First Offense: Verbal Warning;
2. Second Offense: Written Reprimand;
3. Third Offense: Suspension, Demotion or Discharge.

C. Before any employee is suspended or discharged, the superintendent or designee will review their recommendation made by the transportation manager. An exception to this will be if it is necessary to immediately exclude the employee from the work site.

D. All dismissals and suspensions shall be without pay.

E. An employee may be dismissed, suspended or disciplined pending investigation and discussion. If the dismissal, suspension or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay and seniority.

F. If the dismissal or suspension is sustained under the procedures outlined in the Grievance Procedure, the employee shall be deemed dismissed or suspended as of the date of dismissal or suspension.

G. The "empty" sign must be in the driver's compartment whenever the bus is in use and displayed in the appropriate window of the bus after every run. Driver must check bus for passengers/belongings/vandalism prior to placing sign in window. The **"EMPTY"** sign is to be affixed to the front window of the bus indicating this procedure has been completed and that there are no students left on board.

The following will occur when the "**EMPTY**" sign is not displayed:

First Offense -	Sign Placed on Driver's Seat
Second Offense -	Verbal Warning and Write-up Placed in Transportation Manager's File
Third Offense -	Write-up copied to the Director of Operations And placed in Employee's Personnel File
Fourth Offense -	Time Off Without Pay
Fifth Offense -	Other Discipline up to and Including Dismissal

Leaving a student on the bus will result in immediate dismissal.

- Each school year will start out with a clean slate.

INSURANCE

A. General Conditions

1. The Board shall provide to each eligible employees the insurance plans listed below.

2. All Claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims disputes are, therefore, not subject to the Grievance Procedure.

3. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and are for fulfilling any requirements established by the insurance administrators or underwriters.

4. The Board, by payment of the premium payments required to provide the insurance coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters, including, but not limited to benefits, eligibility, commencement and termination of coverage.

B. Bus Monitors

A monitor will receive life insurance in the amount of fifteen thousand dollars ($15,000.00) with AD & D upon completion of the ninety (90) day waiting period as defined by the insurance carrier contract.

C. Bus Drivers

1. Health Insurance

For each regular driver receiving District health insurance, the Board will pay the lesser of: (1) the annual hard-cap amount for individual, two-person, or full family coverage (as applicable) as determined annually by the Michigan Department of Treasury toward the regular driver's health insurance premium cost, or (2) 80% of the illustrative health insurance rate for individual, two-person, or full family coverage (as applicable) toward the regular driver's health insurance premium cost. The Board will determine, in its sole discretion, the method for complying with the Michigan Publicly Funded Health Insurance Contribution Act.

The Board will provide insurance options as detailed in the attached document.

For each regular driver receiving District health insurance, the Board will provide dental and vision insurance equal to the coverage provided to the teaching staff.

D. Life Insurance

A regular driver will receive life insurance in the amount of fifteen thousand dollars ($15,000.00) with AD &D upon completion of the ninety (90) day waiting period as defined by the insurance carrier contract.

GRIEVANCE PROCEDURE

A. A grievance is a difference between the Employer and the Association/employee, and shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

B. The time elements in the steps can be shortened or extended by mutual written agreement.

C. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays and any day school is closed due to inclement weather, building problems, unforeseen emergencies, etc.

D. Any grievance not presented for disposition through the Grievance Procedure within ten (10) working days of the date of the occurrence of the conditions giving rise to the grievance shall not be processed.

E. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- The termination of services of or failure to re-employ any probationary employee.
- Employee evaluations.
- Any matter for which there is recourse under state or federal statutes.

STEP ONE

A. An employee alleging a violation of the expressed provisions of this Agreement may present it orally to the transportation manager. In the event an employee desires that his/her association committee member/members be present, he/she shall make his/her request through the transportation manager, and the transportation manager shall send for the association committee representative members.

B. In the event the grievance is not settled orally by the transportation manager within five (5) working days of the meeting, the grievant shall submit the grievance in writing, using the forms provided for this purpose, to the transportation manager within five (5) working days from the receipt of the transportation manager's disposition. The employee and the association committee member shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance, the date of the alleged violation, and the facts upon which it is based, (2) it shall specifically cite the section or subsections of this Agreement alleged to have been violated, and (3) the remedy or correction requested. The transportation manager shall give his/her decision in writing within five (5) working days.

C. If no resolution is obtained or if the decision is unsatisfactory to the grievant, the grievant may proceed to Step Two within five (5) working days of the receipt of the transportation manager's decision.

STEP TWO

A. Any appeal of a decision rendered by the transportation manager shall be presented in writing to the superintendent. The appeal shall state the reason or reasons why the decision of the transportation manager was not satisfactory.

B. The superintendent shall meet with the grievant and representative of the Association at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.

C. The superintendent shall then give his decision in writing to the grievant within five (5) working days of the meeting.

D. If no decision is rendered within five (5) working days of the discussion at Step Two, or if the decision is unsatisfactory to the grievant, the grievant may, within ten (10) working days of the date of the meeting, appeal the decision to the Board of Education.

STEP THREE

Within twenty (20) working days, or at the Board's next regularly scheduled meeting, whichever comes later, the Board shall hold a hearing on the grievance, and shall indicate in writing it disposition within ten (10) working days of the hearing, and shall furnish a copy thereof to the Association and the grievant.

STEP FOUR

A. If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provide above, the grievance may be submitted to arbitration, provided that notice to refer the matter is given to the other party with fifteen (15) working days from the receipt of the Board's written decision at Step Three. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings. Both parties agree to be bound by the award of the arbitrator, and the fees and expenses of the arbitrator shall be shared equally by the parties.

B. Individual employees shall not have the right to process a grievance at Step Four.

C. Neither party may raise a new defense or ground at Step Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than five (5) working days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing, and shall hold a conference at that time in an attempt to settle the grievance.

D. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, to make a decision in cases of alleged violations of the specific Articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. The arbitrator shall have no power to rule on the termination of any probationary employee.

3. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.
4. The arbitrator shall have no power to establish wage schedule rates on new or changed jobs, or to change any wage rate unless it is provided for in this Agreement.

5. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from the employer during the period of back pay.

6. The arbitrator shall have no power to interpret state or federal law.

7. He/she shall have no power to neither change any practice, policy, or rule of the Board, nor substitute their judgment for that of the Board.

8. He/she shall have no power to rule upon the content of an employee evaluation.

9. He/she shall not hear any grievance previously barred from the scope of the Grievance Procedure.

E. More than one grievance may not be considered by the arbitrator at the same time, except upon the express written mutual consent of the parties, and then only if the grievances are of a similar nature.

F. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and the award, under no circumstances, shall be based in whole or in part on, or contain a reference to, statutes, decisions, regulations or other extra contractual matters not specifically incorporated in this Agreement.

G. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in any other case.

SUPERVISORS OR MECHANICS WORKING

The transportation manager or mechanics shall be permitted to perform bargaining unit work in the following instances:

1. To instruct or train employees.

2. To fill personnel shortages caused by scheduled employees being absent or on a trip.

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

A. It is expressly agreed that no provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both the Board and Association. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

B. There is no understanding or agreements or past practices that are binding on either the Board or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreements shall be binding on either the Board or the Association until the same have been put in writhing and signed by both the Board and the Association as either and amendment to this Agreement, or a Letter of Understanding executed by both parties.

C. This contract represents the complete collective bargaining and full Agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof, and any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the like of the Agreement.

D. The parties acknowledge that during the negotiations which resulted in their Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived by the parties after the exercise of that with and opportunity are set forth in the Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and qualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

E. If any provision of this Agreement or any supplement thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision, to the extent allowed by law.

PAYROLL AND DEDUCTIONS

A. During the 2021-2022 school year, employees, at their option, will receive either twenty-four (24) or twenty (20) pays. Some drivers may be paid using time sheets for each pay period. Pay dates will be published to all employees.

   Starting with the 2022-2023 school year and in all subsequent years, all employees will be paid using time sheets for each pay period. Pay dates will be published to all employees.

B. Employees may request a direct deposit of their entire paycheck to one or more banks or credit unions with electronic transfer capabilities.

WAGES

Section 1**.**

A. Drivers Wages

Drivers	
	2026-2027
Beginning Driver	$20.55
Second Semester	$21.10
Second Year	$21.64
Third Year or More	$22.86

B. Monitor Wages

Monitors	
	2026-2027
Beginning Monitor	$15.76
Second Semester	$16.11
Second Year	$16.45
Third Year or More	$16.81

If the Board implements a single-tier transportation system, the wages outlined above will automatically be re-opened for negotiation at the onset of the implementation and **will not be less than** the charts below.

Drivers	
Beginning Driver	$13.26
Second Semester	$14.55
Second Year	$16.24
Third Year or More	$17.22

Monitors	
Beginning Monitor	$10.63
Second Semester	$10.92
Second Year	$11.21
Third Year or More	$11.48

An employee who has been employed at least twelve (12) weeks in the previous semester, or twenty (20) weeks in the previous year, and completed that semester as a regular employee, will then be placed on the next step as of the beginning of the next school semester or year.

B. A regular driver is defined to be a driver who is scheduled to drive at least one (1) run per day on a regular basis.

C. A regular monitor is defined to be a monitor who is scheduled to monitor at least on (1) run per day on a regular basis.

D. Monitors will be paid and additional fifty cents ($.50) per hour when responsible for medically fragile students.

E. Runs under one (1) hour duration will be paid a minimum of one (1) hour.

F. When runs do not have a one-half (1/2) hour between them, the driver will be paid straight through.

G. All hours worked in excess of forty (40) hours per week shall be paid at one and one-half times (1-1/2X) the employee's regular hourly rate. In the event that any employee has voluntarily absented themselves from work by using holiday, vacation time, sick leave, or personal business leave days during the regular work week, failed to work forty (40) hours in that week, the Board shall not be liable to the employee for any overtime. The superintendent or designee may only authorize overtime. The Board will not pay the employee for any unauthorized time worked. For overtime purposes, the work week shall be defined as Sunday through Saturday.

H. Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as change herein, be maintained during the term of this Agreement.

I. Longevity

Longevity allowance for each employee will be effective the first (1st) day of the semester following becoming eligible. Employees shall receive longevity pay in accordance with the following:

Years of Seniority	Longevity
Five (5), but less than ten (10)	Five cents ($.05) per hour
Ten (10), but less than fifteen (15)	Fifteen cents ($.15) per hour
Fifteen (15), but less than twenty (20)	Twenty-five cents ($.25) per hour
Twenty (20), but less than twenty-five (25)	Thirty-five cents ($.35) per hour
Twenty-five (25) or more	Forty-five cents ($.45) per hour

J. Milan Area Schools will pay the current mandated rate established by the Michigan Public School Employee Retirement System (MPSERS). The Board/s sole obligation is to make payments to MPSERS on behalf of its employees. Employees should consult with MPSERS directly for details on the state retirement system.

STRIKES AND LOCKOUTS

A. It is agreed on the part of the Association that there will be no strike, stoppage of work, or slowdown during the length of the Agreement.

B. It is agreed on the part of the Board that there will be no lockout during the length of this Agreement.

C. In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently as possible by:

1. Notifying the employees that the Association disavows their action.

2. Notifying the employees to cease such action.

3. Taking appropriate action to bring about compliance with the terms of this Agreement.

EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1541 et seq., shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.

IN WITNESS WHEREOF: the parties hereto have caused the instrument to be executed.

Milan Area Schools Board of Education	Milan Area Schools Transportation Association
_____ Superintendent of Schools	_____ Association Representative
_____ President, Board of Education	_____ Association Representative
	_____ Association Representative

Date: _____

MILAN AREA SCHOOLS

2026-2027

CAFETERIA POLICIES

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Aims and objectives of the school lunch program.

The experience of the school officials in reviewing the benefits of the school lunch program to the health and education of children has resulted in establishing school feeding as an integral part of the total school curriculum.

The purpose of the program is two-fold:

1. To maintain and improve the health and physical fitness of the school child by providing him/her with an adequate noon meal.
2. To provide satisfactory learning experiences in the lunch program which will contribute to the overall development of the child.

With the increase in knowledge concerning child health, there has come an appreciation of the importance of good nutrition to health and inter-dependence of health and scholastic progress. The government subsidized program is the result of a rapidly growing understanding that the machinery of education is expensive and too often it is wasted on listless minds, many times the result of poor nutrition. You cannot teach a hungry child.

School lunchrooms serve an educational purpose when:

1. Opportunity is provided to correlate classroom learning with everyday living.
2. The total school staff accepts the program as an integral part of the social curriculum.
3. Attractive plate lunches of quality food are served which contribute to the well being of the child.
4. Suitable foods to supplement a lunch brought from home are made available.
5. The student's selection of food is supervised.
6. Attractive posters and visual aids are used to teach and illustrate healthy foods.
7. The environment is such that the students may find relaxation and enjoyment in the company of fellow students and are afforded an opportunity to practice courtesy in the line and in the dining area.
8. Good table manners are observed.
9. Cleanliness and sanitation are practiced and appreciated.
10. Good citizenship is exemplified when students realize that the school lunch program belongs to them and they have a chance to make suggestions in any area. Because we reach every child in the school, everyone has an opportunity to cooperate in all matters pertaining to its success.

RULES

1. DETERMINATION OF PAY

A cafeteria worker will be paid on the basis of the actual number of days worked in the year. Item 13 will be the only exception.

2. OVERTIME

Time and one half shall be paid to all employees for all hours worked:

a. Over forty (40) hours per week.
b. If a cafeteria worker is required to work on an "act of God" day, an amount equal to one and one-half (1 ½) the employee's hourly rate will be paid. This does not apply to anyone who has reported before school is canceled.

3. PHYSICAL EXAMINATIONS

Expense for a physical examination will be paid by the cafeteria fund if the physical is required by the district. The district may require new employees to have a physical within their probationary period. Employees will be required to present proof of a negative TB test every three (3) years. The district will make every effort to have the TB tests given in the district.

4. BANQUETS

Cafeteria workers will be paid at the rate of $.75 per hour over their regular rate when employed to prepare and serve a banquet. The person responsible for the banquet shall be paid at the rate of $9.50 per hour or $1.50 per hour over their regular rate, whichever is higher. If a cafeteria worker is scheduled to work at an outside banquet and is not notified that she is not needed at least 24 hours ahead of the banquet, the worker will be paid an amount equal to ½ the amount scheduled to be earned.

5. VACANCY AND PROMOTION

A cafeteria employee may apply for any position at any time. Such application shall be completed using the District's Online Hiring Software. If a vacancy occurs during the school year, the job will be posted in the online hiring software and shared with current cafeteria employees. Applicants will be considered by qualifications (including ability, prior training, and experience, capacity to get along with others and employment record) and seniority. Vacant positions will be posted for at least 5 days or until filled and internal applicants will have preference based upon the above listed criteria.

The final determination as to who will be employed will be made by the director and the Manager of the kitchen involved. An employee changing positions shall be on probation twenty (20) working days.

6. LEAVES WITHOUT PAY

A leave without pay may be requested in writing to the Food Service Director. Requests will be considered on a first come- first serve basis. A leave without pay request should be for no longer than

one week. Only one employee in the school lunch program will be granted a leave without pay in any given week. Approval will be granted provided a sub is available. The decision of the Food Service Director is final.

7. TEMPORARY ASSIGNMENT

A. If a cafeteria employee is temporarily assigned to another position for five (5) or more consecutive days she/he will receive an adjustment in the hourly rate retroactive to the first day of the assignment. If an employee is temporarily reassigned to the same position, the employee will receive an adjustment in the hourly rate beginning on the first day. The rate differential will be the rate of pay for the position at the same step the employee is currently on up to a maximum of $1.50 per hour additional. It is the responsibility of the employee to request an adjustment on his/her time sheet when applicable.

B. If an employee is temporarily assigned to another position for thirty (30) calendar days or more, any and all sick leave days, snow days, business days, and holidays occurring within the scheduled temporary assignment time will be paid to said employee at the currently scheduled hours and rate of pay that said employee is employed at in the temporary position.

8. RESIGNATION

A cafeteria employee who resigns will give at least two (2) weeks notice to the Food Service Director.

9. COFFEE BREAK

Proper break times will be observed in all kitchens.

A 15 minute unpaid lunch/break may be taken together at each kitchen. At the beginning of each year, the Manager will determine if the building will take a group lunch break throughout the year.

All employees that work a minimum of 4 hours will receive one fifteen minute paid break. All other breaks taken are not paid and do not apply toward the daily hours worked. All paid breaks are to be taken on the premises and smoking is prohibited on school grounds.

10. PROBATION

All new regular cafeteria employees will be considered to be on probation for the first thirty (30) working days of employment. The employee shall not collect sick leave nor be paid for holidays while serving the probation period. During the 30 days of probation, employees will be paid using timecards.

11. LEAVES WITH PAY

A. Sick Leave

1. For employees working less than 4 hours a day, sick leave of one half day per month accumulates to 5 days per year. For employees working 4 or more hours per day, sick leave

of one day per month accumulates to 10 days per year. For accounting purposes, employees will be credited with their potential year's accumulation of days, after the completion of the first day of work of each year (July or later), provided, if the employee terminates employment during said year he/she shall repay any unearned sick days used up to that point, thereby authorizing a payroll deduction for said reimbursement from his/her final check.

2. Unused sick leave shall accumulate from year to year to a maximum of 120 days. Employees who have reached the maximum number of sick days shall be compensated for days lost at ninety-five percent (95%) of pay at the end of the school year.
3. The current year's sick leave of up to a maximum of 10 days will be used before deducting from the accumulation of previous year.
4. A day of sick leave is defined as the individual's currently scheduled working day. If on a temporary assignment section 8B. will apply.
5. Sick leave is based on:
    a. Personal illness <u>including medical or dental reasons</u>
    b. Serious illness in the immediate family (spouse, children, parents, parents-in-law, brothers, sisters**,** or minor dependents).
    c. Bereavement: Up to a maximum of five (5) days may be used for death in the immediate family (spouse, children, grandchildren, parents, mother-in-law, father-in-law, brother, sister, or minor dependent) or a maximum of three (3) days for grandparents, brother-in-law or sister-in-law.
        (1) Up to five (5) additional days may be granted upon request to the superintendent or designee, upon request of the employee, for emergency or unusual needs.
6. All sick leave days are charged to the individual whether or not a substitute is hired.
7. Sick leave will be charged in increments of one-half (1/2) days.
8. When employees change positions their sick day accumulation will be prorated.
9. Employees using 3 or more consecutive sick days must provide a doctor's note to the Food Service Director.
10. Notwithstanding any contrary Agreement language, if the Michigan Earned SIck Time Act ("ESTA") is in effect, the first 72 hours of paid sick leave may be used for any ESTA purpose each ESTA benefit year, with those 72 leave hours subject to ESTA conditions as detailed in Board Policy 4113.

B. Personal Business Leave

1. Employees working less than 4 hours a day will be granted a maximum of one (1) day of leave per year. Employees working 4 or more hours a day will be granted a maximum of two (2) days of leave per year. Personal days shall be used for valid personal business that cannot be transacted outside the school day or for other reasons that are of a private nature, which in the cafeteria employee's opinion requires his/her presence. These days will not be used in any way that will adversely reflect upon the Milan Area Schools. Arrangements for Personal days must be made at least twenty-four (24) hours in advance with the supervisor and approved by the Food Service Director. Personal days should not be charged to sick leave. Unused Personal days will be added to personal sick leave accumulation at the end of the school year.
2. These days cannot be used the first or last week of school, the day immediately preceding or the day immediately following a legal holiday recess (e.g. Christmas, Memorial Day, etc.), or

in conjunction with sick days, except in an emergency situation. Circumstances presenting unusual conditions will, upon request, be reviewed by the Superintendent of schools to determine whether such time should be granted. These days shall not be used to lengthen a vacation period or to seek other employment. Personal days may not be used for tardiness.

3. Days that are missed due to medical or dental reasons will be charged as sick leave days, not business.
4. Personal Days will be charged in increments of one-half (1/2) days.

C. Terminal Leave Pay

1. Terminal leave pay will be granted to an employee who has (10) years or more of continuous employment. In 1999- 2000 and thereafter seventy-five (75) percent of the employee's average daily rate will be paid for each unused day of sick leave. The maximum amount of terminal leave pay shall not exceed:
    - Employees who work less than six (6) hours – $3275
    - Employees who work six (6) or more hours per day – $8500

D. Jury Duty

Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the district any earnings (excluding mileage) received for jury duty.

12. IN-SERVICE

Cafeteria employees will be paid for up to a maximum of ten (10) hours for participation in approved inservice training sessions per school year with approval of the Food Service Director.

13. EMERGENCY CLOSINGS

Cafeteria employees will be paid for the first six (6) inclement weather days. All additional inclement weather days will be unpaid days. If any paid days are rescheduled to meet legislative guidelines the employees will work those days with no additional pay. If any unpaid days are rescheduled to meet legislative guidelines the employees will work those days with pay.

14. INSURANCE

A regular cafeteria employee who is scheduled to work two and three quarters (2.75) or more hours per day will receive life insurance in the amount of $20,000 after completion of the ninety (90) day waiting period.

15. WAGE SCHEDULE

2026-2027										
Position	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Years 5-9**	**Years 10-14**	**Years 15-19**	**Years 20-24**	**Years 25-29**	**Year 30 and Beyond**
Manager	$19.52	$19.99	$20.50	$20.95	$21.95	$22.98	$23.97	$24.23	$24.53	$24.75
Clerk	$18.04	$18.43	$18.83	$19.21	$19.62	$20.05	$20.68	$20.94	$21.21	$21.43
Cashier/Helper	$16.54	$16.93	$17.33	$17.71	$18.12	$18.55	$19.18	$19.44	$19.71	$19.93
Helper	$15.80	$16.23	$16.60	$17.02	$17.42	$17.81	$18.23	$18.51	$18.75	$18.97

Substitute Cafeteria employees will be paid at the hourly rate of the Year 1 Helper, as defined in the Section 15 Wage Schedule. Former employees that return to substitute will be paid at the hourly rate equivalent to the step earned at the end of their employment.

The Helper classification shall include: dishwashers, helpers, servers, and dining room supervisors.

An employee must have worked a minimum of five (5) months at the preceding step to move up to the next step. The rate for an employee will be determined at the beginning of the year, or at the beginning of employment, whichever is later. The Food Service Director has the final determination regarding the step at which an employee will be placed to reflect a fair wage.

16. ATTENDANCE BONUS

Regular and reliable attendance is an essential function of each position and is expected of all personnel. Employees are required to report to work as scheduled and on time, and to remain for their full scheduled shift unless prior approval for absence or early departure has been granted by a supervisor. In the event of illness, emergency, or other unavoidable absence, employees must notify their supervisor as far in advance as possible, and no later than the start of the scheduled shift. Excessive absenteeism or tardiness, whether excused or unexcused, may result in disciplinary action up to and including termination.

Any cafeteria employee that is absent from work two (2) or fewer days in any semester (either sick, personal business leave, or unpaid days or any combination thereof) will receive the following attendance incentive payable on the first pay period of February, for semester 1, and the last pay period of June, for semester 2, according to the schedule below. In order to be eligible for the attendance bonus listed below, an employee must be scheduled to work 5 days a week.

- For employees who work less than five (5) hours per day = $125
- For employees who work five (5) or more hours per day = $250

17. LUNCH POLICY

A cafeteria employee shall be allowed a fifteen (15) minute unpaid lunch period. The Food Service Director or designee will be responsible for scheduling that time. Each cafeteria employee shall be entitled to receive a free lunch. Food selections shall be limited to food prepared in the kitchen and offered on the regular “Type A” lunch line (this includes salad). Food shall be consumed on the premises. Cafeteria employees may purchase ala carte items according to the schedule of prices

available from the Food Service Director. Ala Carte items purchased by a cafeteria employee, at cost, shall be for his/her consumption only.

18. USE OF THE KITCHEN

School Board policy requires an employee of the kitchen to be on duty, with pay, if anyone uses the kitchen facilities.

19. COMPETITIVE FOODS

Vending machines in and near the cafeteria should be off-line during the lunch periods.

20. ATHLETIC EVENTS

An athletic pass will be provided, upon request, to the employee and spouse.

21. DRESS CODE

The dress code in all kitchens is: black knee length or longer pants, capris, or skirt. No holes, faded, or cargo style pants (No strings, buttons, or long pockets that could catch on equipment). Shirt is Milan Area Schools Food Service Shirt. White or black slip resistant type shoes with white or black ankle socks. Simple jewelry is acceptable. No watches, bracelets. Light makeup allowed. No nail polish or acrylic nails. Long hair must be pulled back and hair restraints required for all employees. Cell phones should be kept in lockers and should only be used at breaks (when necessary).

SIGNATURES

BOARD OF EDUCATION	**CAFETERIA EMPLOYEES**
_____	_____
President, Board of Education	
_____	_____
Superintendent of Schools	
_____	_____
Date	
	_____
	_____
	Date