

**FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN**

Regular Meeting of the Board of Education
Monday, November 10, 2025
6:30 PM
Forest Hills Administration Building

Agenda

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. INSTRUCTIONAL HIGHLIGHT - Collins Elementary
- IV. CONSENT GROUPING
 - IV.A. Superintendent/Board of Education
 - IV.A.1. Approval of Minutes
 - IV.A.2. Board Member Reimbursement
 - IV.B. Business
 - IV.B.1. Payment of Bills
 - IV.B.2. Northern Hills Middle Renovations
 - IV.B.3. New Aquatic Center
 - IV.B.4. Automated Floor Scrubber
 - IV.B.5. Interactive Flat Panels
 - IV.B.6. Bus Purchase
 - IV.B.7. Refunded Property Taxes
 - IV.B.8. Summer Tax Levy Resolution
 - IV.C. Instruction
 - IV.C.1. Supplemental Instructional Resources Requests
- V. BOARD POLICY
- VI. AASA NATIONAL CONFERENCE
- VII. SUPERINTENDENT'S REPORT
- VIII. BOARD COMMUNICATION
- IX. PUBLIC COMMENTS
- X. ADJOURNMENT

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

ASSISTANT SUPERINTENDENT FOR INSTRUCTION

TOPIC: Instructional Highlight – Collins Elementary School

This year, the Student Success Department is anchoring our district work in 11 powerful words that reflect how we experience belonging: **Welcomed, Invited, Present, Befriended, Involved, Heard, Accepted, Needed, Known, Supported, and Loved**. These guideposts are connected to our mission, vision, and Guiding Principles of FHPS, and ensure that every student feels seen, included, and valued from the start in August.

Collins Elementary School kicked off the year focusing on what it means to be **Welcomed** and **Invited**. Like many schools, Collins jumped in right away with the puzzle piece activity that every student participated in, and now has their name on our wall as a visual reminder and representation of the fact that every student belongs at Collins. This not only supports the building of a strong sense of community but also highlights our individual uniqueness as a part of that community. Collins was excited to be featured in the district newsletter for this work.

Known was the October belonging word, and students read, 'I Am More Than.' Students explored ways to visually represent their diverse strengths and interests beyond what can be seen on the outside.

Finally, third graders participated in a district-wide YOU Belong experience at the Fine Arts Center in October. This experience was to highlight ways to increase belonging in our district, with some examples of ways it is not increased. The Shared Voices Committee, a district-wide high school leadership group, presents concepts of belonging through skits, activities, and music. Students explored meaningful ways to strengthen their school community and recognize the important and unique role each student plays in making our school a welcoming and inclusive place for everyone.

FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

CONSENT GROUPING

November 10, 2025

IV. CONSENT GROUPING

A. SUPERINTENDENT/BOARD OF EDUCATION

1. Approval of Minutes – Approve the minutes of the October 13, 2025, Regular Meeting.
2. Board Member Reimbursement – Approve reimbursement for travel and meal expenses incurred by the board members who attended the 2025 Michigan Association of School Boards' Annual Leadership Conference in the amount of \$891.19.

B. BUSINESS

1. Payment of Bills – Approve expenditures for the payment of bills for September 2025, as presented.
2. Northern Hills Middle Renovations – Approve the contracts to perform construction work at Northern Hills Middle at a total cost of \$16,025,812, including contingency, fees, general conditions, and allowances.
3. New Aquatic Center – Approve the contracts to perform construction work for a new aquatic center at a total cost of \$47,327,416, including contingency, fees, general conditions, and allowances.
4. Automated Floor Scrubber – Approve the purchase of one AI floor scrubber from Action Chemical, Inc. for an amount not to exceed \$50,510.
5. Interactive Flat Panels – Approve the purchase and installation of interactive flat panels from Digital Age Technologies (DAT) for an amount not to exceed \$646,589, including contingency funds.
5. Bus Purchase – Approve the purchase of five new eighty-three passenger school bus units at a cost of \$859,505 from Midwest Transit Equipment.
6. Refunded Property Taxes – Authorize reimbursement of \$61,247.47 to Kent County for refunded property taxes.
7. Summer Tax Levy Resolution – Adopt the resolution authorizing collection of 50% of the district tax levy in July 2026.

C. INSTRUCTION

1. Supplemental Instructional Resources Request – Approve the Supplemental Instructional Resources Requests, as presented.

**Items included in consent grouping are those that previously have been considered by the Board either in committee or at a prior meeting, or are of such a routine nature that discussion is not required. Board members may request that any item be removed from consent grouping for further discussion if additional information is needed or available.*

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

SUPERINTENDENT/BOARD OF EDUCATION

TOPIC: Approval of Minutes

Board of Education approval is requested for the minutes of the October 13, 2025, Regular Meeting.

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve the minutes of the October 13, 2025, Regular Meeting.

FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

Minutes of Regular Meeting of the Board of Education
held on October 13, 2025

The Forest Hills Board of Education met in regular session on October 13, 2025, at the Administration Building. President Fauson called the meeting to order at 6:30 p.m.

CALL TO ORDER

Members Present: Fauson, Michaud, Terryn, DeBoer, Kermode, Colley

ATTENDANCE

Members Absent: Ninemeier

Members of Girl Scout Troops 4876 and 147 led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

Member Terryn served as the acting board secretary for this meeting.

ACTING BOARD
SECRETARY

Principal Amy Pallo and staff members Stephanie Thornton, Stephanie Braun, Evie Vincent, and Chris Thomas shared a presentation on the autism program at Eastern High School. Forest Hills Eastern is proud to be the home of the district categorical program for students with autism. This program benefits the building in numerous ways, as the entire population is involved in supporting the learning and development of the students with autism through the Peer-to-Peer program, inclusion in general education classes, and combined involvement in all of the activities, including Homecoming and Hawk Teams. Students with autism can struggle to communicate what they are feeling, and from time to time, demonstrate behaviors that require additional support and opportunities to understand. In 2024, EHS received a grant from the Forest Hills Public Schools Foundation to build a sensory room for students with sensory needs. Since this has been completed, staff have noticed a significant decrease in prolonged student behaviors, and this space has provided equipment that allows students to regulate, feel supported, and find ways to express what they are struggling with. The sensory room has been a game-changer for students with sensory needs.

INSTRUCTIONAL
HIGHLIGHT

RECOGNITION

Certificates of Recognition were presented to Central, Eastern, and Northern high school students to honor them for their outstanding academic achievement as Semifinalists in the 2025-2026 National Merit Scholarship Program. This year, the district has a total of seven students recognized as Semifinalists by the National Merit Scholarship Program.

2025-26 NATIONAL
MERIT SCHOLARS

Motion made by Member Kermode, second by Member Colley, that the Forest Hills Board of Education approve consent grouping items V.A.1.-V.D.1.

CONSENT GROUPING
ITEMS

Member Colley, Curriculum Committee Member, and Member Michaud, Finance Committee Chair, gave their respective committee reports.

AYES: Michaud, Kermode, DeBoer, Colley, Terryn, Fauson

NAYS: None

Motion carried by a 6-0 roll call vote.

Approved the minutes of the October 8, 2025, Special Meeting, and the October 8, 2025, Closed Session.

APPROVAL OF MINUTES

Approved expenditures for the payment of bills for August 2025, as presented.

PAYMENT OF BILLS

GENERAL FUND	\$17,481,248.67
DEBT FUND	0.00
CAPITAL PROJECTS FUND 2023	3,932,505.44
CAPITAL PROJECTS FUND 2025	2,745,848.85
SPECIAL REVENUE FUND	
1. Food Service Fund	38,857.46
2. Child Care Fund	15,039.25
3. Student/School Activity	94,113.62

TOTAL EXPENDITURES \$24,307,613.29

Approved an increase in the contract amount with Parkway Electric & Communications LLC for an amount not to exceed \$258,000, including contingency funds for the public address and clock systems project.

PA CLOCK SYSTEM INCREASE

Approved a one-year extension to the contract with Katerberg VerHage for snow removal services at an amount not to exceed \$292,065.

SNOW REMOVAL SERVICES

Awarded the contracts for paving work to A-1 Asphalt, Inc. for an amount not to exceed \$80,100, including contingency funds.

ADA VISTA PLOWING

Approved the purchase of media center furniture for Central High from Custer Inc. for an amount not to exceed \$101,170.

CENTRAL HIGH MEDIA FURNITURE

Accepted the annual financial statements for the year ended June 30, 2025, as audited by Maner Costerisan, PC.

AUDITED ANNUAL FINANCIAL STATEMENTS

Authorized reimbursement of \$76,971.42 to Kent County for refunded property taxes.

REFUNDED PROPERTY TAX

Approved the following supplement instructional resources, as requested:

SUPPLEMENTAL INSTRUCTIONAL RESOURCES REQUEST

- *Anxious Generation* by Jonathan Haidt for Eastern High School, Grades 10-12
- *How to Break Up with Your Phone* by Catherine Price for Eastern High School, Grades 10-12
- *The Nickel Boys* by Colson Whitehead for Eastern High School, Grades 10-12

Approved the request for the *Connected Mathematics Project 3* digital subscriptions from Savvas Learning Company at a cost not to exceed \$49,350.

CMP3 DIGITAL SUBSCRIPTION

Approved the hire and issue of a contract to the following new professional staff for the 2025-2026 school year:

- Henriette Hakopian, Counselor, Central High School

EMPLOYMENT OF
NEW PROFESSIONAL
STAFF

Superintendent Kirby shared the following:

- He met with the Student Advisory Council. The students were very engaged. He meets with this group of students monthly.
- The district is working with Hanover to send a survey regarding student elective offerings.
- The Kent ISD Enhancement Millage is on the November 4, 2025, ballot.
- He provided a budget update.
- There is no school for students on Friday, October 17 and Monday, October 20. Staff will be engaged in professional learning on Friday.

SUPERINTENDENT'S
REPORT

Member Michaud gave an update from the Forest Hills Foundation:

- The Foundation approved just under 40 grants across the district.
- The Foundation is collaborating with the Ada Business Association in a Love Your Local campaign. Community members who donate to the Foundation will receive a gift card to be used at any number of local Ada businesses.
- The Gala will be held on March 5, 2026.
- The Foundation Trivia Night is October 16, 2025.

BOARD
COMMUNICATIONS

President Fauson congratulated Assistant Superintendent of Finance and Operations Julie Davis and the finance department for receiving another unmodified financial audit. This is the 27th straight year of this recognition.

President Fauson also shared that Members Michaud, Ninemeier, Terryn, and Fauson will be attending the 2025 MASB Annual Leadership Conference.

President Fauson shared the format for the public comment portion of the meeting. Students will be given the opportunity to address the board first, followed by staff, and concluding with community members.

PUBLIC COMMENTS

The board received comments from three members of the audience regarding the following topics:

- Number of Athletic Trainers at Northern High School
- Pedestrian access to Knapp Forest Elementary
- Materials in school libraries

President Fauson inquired if there was other business of the board. Hearing none, she adjourned the meeting at 7:16 p.m.

ADJOURNMENT

Respectfully submitted,

Maggie Terryn, Acting Secretary
Forest Hills Board of Education

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

SUPERINTENDENT/BOARD OF EDUCATION

TOPIC: Board Member Reimbursement

In accordance with Board Policy 2305, Board Member Reimbursement and Travel Expenses, the district is seeking board authorization to reimburse travel and meal expenses incurred by the board members who attended the 2025 Michigan Association of School Boards' Annual Leadership Conference in the amount of \$891.19.

Reimbursement (Fauson):	\$229.45
Reimbursement (Michaud):	\$201.52
Reimbursement (Ninemeier):	\$201.52
Reimbursement (Terry):	\$258.70

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve reimbursement for travel and meal expenses incurred by the board members who attended the 2025 Michigan Association of School Boards' Annual Leadership Conference in the amount of \$891.19.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Payment of Bills

The financial report is presented for Board approval and includes the following information:

Summary of Bills Payable

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve expenditures for the payment of bills for September 2025, as presented.

GENERAL FUND	10,076,653.84
DEBT FUND	18,519.17
CAPITAL PROJECTS FUND 2023	1,153,867.34
CAPITAL PROJECTS FUND 2025	6,853,743.34
SPECIAL REVENUE FUND	
Food Service	321,871.40
Childcare	20,719.90
Student/School Activity	156,904.82
TOTAL EXPENDITURES	
	<hr/>
	\$18,602,279.81

Forest Hills Public Schools
Disbursements
For Month Ended September 2025

Fund	General Checking			Debt Service	Payroll Checking			Flex Checking - Employee Flexible Spending Accounts		Total Disbursements
	Checks (323290-323616)	ACH Checks (V100026-V100070)	ACH & Wire Disbursements	ACH Disbursement October / April	Checks (329617-329619)	Direct Deposit Payments	ACH & Wire Disbursements	Manual Payments	Debit Card Payments	
General	\$ 2,201,390.27	\$ 180,387.26	\$ 2,814,255.69		\$ 1,104.36	\$ 3,526,242.86	\$ 1,365,066.51	\$ 4,228.69	\$ 1,841.62	\$ 10,094,517.26
General, Athletics	71,323.88	2,247.00	27,282.26							100,853.14
General, Grants	22,384.52	46,331.46	41,533.18							110,249.16
GENERAL SUBTOTAL	2,295,098.67		2,883,071.13		1,104.36	3,526,242.86	1,365,066.51	4,228.69	1,841.62	10,076,653.84
Debt Service	18,519.17									18,519.17
Capital Projects-2023	834,323.24	319,544.10								1,153,867.34
Capital Projects-2025	2,052,648.82	4,797,835.27	3,259.25							6,853,743.34
Special Revenue Fund										
Food Service	4,416.52	317,303.00	151.88							321,871.40
Child Care	10,266.89		10,453.01							20,719.90
Student/School Activity	108,702.27	1,483.28	46,719.27							156,904.82
	\$ 5,323,975.58	\$ 5,665,131.37	\$ 2,943,654.54	\$ -	\$ 1,104.36	\$ 3,526,242.86	\$ 1,365,066.51	\$ 4,228.69	\$ 1,841.62	\$ 18,602,279.81

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS

Juli Davis

TOPIC: Northern Hills Middle Renovations

It is recommended that the Board of Education approve the contracts to perform construction work at Northern Hills Middle at a total cost of \$16,025,812 including contingency, fees, general conditions, and allowances. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the contracts to perform construction work at Northern Hills Middle at a total cost of \$16,025,812 including contingency, fees, general conditions, and allowances.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: New Aquatic Center

It is recommended that the Board of Education approve the contracts to perform construction work for a new aquatic center at a total cost of \$47,327,416 including contingency, fees, general conditions, and allowances. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the contracts to perform construction work for a new aquatic center at a total cost of \$47,327,416 including contingency, fees, general conditions, and allowances.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Automated Floor Scrubber

It is recommended that the Board of Education approve the purchase of one AI floor scrubber from Action Chemical, Inc for an amount not to exceed \$50,510. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the purchase of one AI floor scrubber from Action Chemical, Inc for an amount not to exceed \$50,510.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Interactive Flat Panels

It is recommended that the Board of Education approve the purchase and installation of interactive flat panels from Data Image for an amount not to exceed \$646,589, including contingency funds. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the purchase and installation of interactive flat panels from Data Image for an amount not to exceed \$646,589, including contingency funds.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Bus Purchase

It is recommended that the Board of Education approve the purchase of five new eighty-three passenger school bus units at a cost of \$859,505 from Midwest Transit Equipment. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

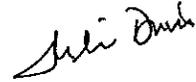
PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the purchase of five new eighty-three passenger school bus units at a cost of \$859,505 from Midwest Transit Equipment.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Refunded Property Taxes

It is recommended that the Board of Education authorize reimbursement of \$61,247.47 to Kent County for refunded property taxes.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education authorize reimbursement of \$61,247.47 to Kent County for refunded property taxes.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Summer Tax Levy Resolution

It is recommended that the Board of Education adopt the attached resolution authorizing collection of 50% of the district tax levy in July 2026. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education adopt the attached resolution authorizing collection of 50% of the district tax levy in July 2026.

Annual Summer Tax Resolution

Forest Hills Public Schools (the "District")

A regular meeting of the board of education of the District (the "Board") was held in the _____, within the boundaries of the District, on the 10th day of November 2025, at six thirty o'clock in the p.m. (the "Meeting").

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect annual school property taxes, including debt service upon property located with the District and continuing from year-to-year until specifically revoked by the Board.

NOW, THEREFORE BE IT RESOLVED THAT:

Pursuant to the Revised School Code, MCL 380.1 et seq., the Board invokes for 2026, its previously-adopted ongoing resolution imposing a summer tax levy for school property taxes, including debt service, upon 100% of property located within the City of Grand Rapids, and 50% of property in the Townships of Ada, Cascade, and Grand Rapids, and the City of Kentwood continuing from year to year until specifically revoked by the Board and requests each city and township in which the District is located collect those summer taxes.

The Superintendent or designee is authorized and directed to forward to the governing body of each city and township in which the District is located a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis, and a copy of this resolution requesting that each such city and township agree to collect the summer tax levy for 2026 in the amount as specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies on or before December 31, 2025.

Pursuant to and in accordance with Revised School Code Section 1613(1), the Superintendent or designee is authorized and directed to negotiate on behalf of this district with the governing body of each city and township in which the District is located for the reasonable expenses for collection of the District's summer property tax levy that the city and township may bill under Revised School Code Sections 1611 or 1612.

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

Ayes:

Nays:

Resolution declared adopted.

Secretary, Board of Education

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

Secretary, Board of Education

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

ASSISTANT SUPERINTENDENT FOR INSTRUCTION

TOPIC: Supplemental Instructional Resources Requests ^{SH}

The Instruction Department would like to recommend that the following supplemental resource be added to the supplemental instructional resources collection. The items have been reviewed by the Board Curriculum Committee and are recommended for Board of Education approval.

School: Eastern High School, AP Macroeconomics-Grades 10-12
Title: *Principles of Macroeconomics 3 Edition*
Author: Steven A. Greenlaw and David Shapiro
Reviewed by: Scott Haid, Jon Gregory, Tamasha James, Susan Bordewyck, Sarah Dawson, Amy Pallo, Sara Brasic

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve the above Supplemental Instructional Resources request.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

SUPERINTENDENT/BOARD OF EDUCATION

TOPIC: Board Policies

The following Board Policies are being submitted to the Board of Education for approval. Policy updates are provided by the district's policy provider, Thrun Law Firm, P.C., and reviewed by district administration.

Section 3100 General Operations

- 3118 Title IX Sexual Harassment (Revised Policy)

Section 4100 Employee Rights and Responsibilities

- 4113 Michigan Earned Sick Time Act (ESTA) (Revised Policy)

PROPOSED MOTION:

I move that the Forest Hills Board of Education adopt the policies, as presented.

Series 3000: Operation, Finance, and Property

3100 General Operations

3118 Title IX Sexual Harassment

Consistent with Policy 3115, the District prohibits unlawful sex discrimination, including harassment and retaliation, in any of its education programs or activities in accordance with Title IX of the Education Amendments of 1972 and its implementing regulations.

This Policy addresses allegations of Title IX sexual harassment that occurred on or after August 14, 2020 unless the District previously investigated the allegations under a different policy pursuant to the now-vacated Title IX 2024 regulations. Allegations of discrimination, harassment, or retaliation not covered by this Policy should be addressed under the District's applicable non-discrimination or anti-harassment policies. Allegations alleging both Title IX sexual harassment and other forms of Unlawful Discrimination and Unlawful Harassment (e.g., race, age, disability) that cannot be reasonably separated into distinct complaints should be investigated under this Policy. Complaints that include allegations of Title IX sexual harassment may be investigated under this Policy or bifurcated and investigated pursuant to the applicable Grievance Procedure under Policies 3115-3115H. Investigating other forms of discrimination, including harassment and retaliation, pursuant to this Policy will fulfill the District's investigation requirements under Policies 3115-3115H, 4104, and 5202, but nothing in this paragraph limits the District's right to determine at any time that a non-Title IX allegation should be addressed under Policies 3115-3115H, 4104 or 5202 or any other applicable Policy.

The Board directs the Superintendent or designee to designate one or more employees who meet the training requirements in Section M of this Policy to serve as the District's Title IX Coordinator(s). The Title IX Coordinator will designate an Investigator, Decision-Maker, and Appeals Officer, if applicable, for each Formal Complaint made under this Policy. If a Formal Complaint is made under this Policy against the Title IX Coordinator, the Board President will designate the persons who will serve as the Investigator, Decision-Maker, and Appeals Officer and will work with District administrators to ensure that all other requirements of this Policy are met.

The Investigator, Decision-Maker, Appeals Officer, and Informal Resolution Facilitator cannot be the same person on a specific matter, and the persons designated to serve in those roles may or may not be District employees. Any person serving as the Investigator, Decision-Maker, Appeals Officer, or Informal Resolution Facilitator must meet the training requirements in Section M of this Policy.

Inquiries about Title IX's application to a particular situation may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

A. Definitions

For purposes of this Policy only, the below terms are defined as follows:

1. "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:
 - a. A District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct;
 - b. Unwelcome conduct that a reasonable person would determine to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
 - c. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).
 - i. "Sexual assault" is an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. It includes unlawful sexual intercourse (including incest and statutory rape) and any sexual act, including rape, sodomy, sexual assault with an object, or fondling criminal sexual contact, directed against another person without the consent of that person, including when that person is incapable of giving consent.
 - A) Rape: (Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - B) Sodomy: Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - C) Sexual Assault With An Object: To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - D) Fondling Criminal Sexual Contact: The (1) intentional touching of the victim's clothed or unclothed body parts without the consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation; or (2) the forced touching by the victim of the actor's clothed or unclothed body parts without the victim's consent private body parts of another person for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense -without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

- E) Incest: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
 - F) Statutory Rape: Nonforcible sexual intercourse with a person who is under the statutory age of consent.
- ii. “Dating violence” means violence committed by a person who is or has been in a romantic or intimate relationship with the Complainant. The existence of such a relationship is based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
 - iii. “Domestic violence” means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, person with whom the Complainant shares a child, person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Michigan; or any other person against an adult or youth Complainant who is protected from that person’s acts under the domestic or family violence laws of Michigan.
 - iv. “Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person’s safety or the safety of others; or (2) suffer substantial emotional distress.
- 2. “Actual Knowledge” means notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only District employee with actual knowledge is the Respondent.
 - 3. “Appeals Officer” is the person designated by the District to decide appeals of a dismissal or determination of responsibility for matters investigated under this Policy. The Appeals Officer may not be the same person as the Investigator, Title IX Coordinator, Decision-Maker, or person designated to facilitate an informal resolution process on a specific matter.
 - 4. “Complainant” is a person who is alleged to be the victim of conduct that could constitute Title IX sexual harassment.
 - 5. “Consent” means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or relationships between District

employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.

6. “Day,” unless otherwise indicated, means a day that the District’s central office is open for business.
7. “Decision-Maker” is the person designated by the District to review the investigation report and provide a written determination of responsibility that provides the evidentiary basis for the Decision-Maker’s conclusions. The Decision-Maker may not be the same person as the Investigator, Title IX Coordinator, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter.
8. “Education Program or Activity” means any location, event, or circumstance over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred.
9. “Formal Complaint” means a written document or electronic submission signed and filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the sexual harassment allegation.
10. “Grievance Process” is the process by which the District investigates and determines responsibility for Formal Complaints.
11. “Investigator” is the person designated by the District to investigate a Title IX Formal Complaint. The Investigator cannot be the same person as the Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator has a conflict of interest or bias.
12. “Report” means an account of alleged Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).
13. “Respondent” is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.
14. “Supportive Measures” are non-disciplinary, non-punitive, individualized supports offered and implemented by the Title IX Coordinator as appropriate, as reasonably available, and at no-cost to the Complainant and the Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed. Supportive measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment.

15. "Title IX Coordinator" is the person(s) designated by the District to coordinate the District's Title IX compliance. The Title IX Coordinator may not be the same person as the Appeals Officer or Decision-Maker on any matter. A person not serving as a Title IX Coordinator in a particular matter is not disqualified from serving in another role in that matter. The Title IX Coordinator may also serve as the Investigator or person designated to facilitate an informal resolution process on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.

B. Posting Requirement

The Title IX Coordinator's contact information (name or title, office address, electronic mail address, and telephone number), along with the District's Title IX nondiscrimination statement, must be prominently posted on the District's website and in any catalogs or handbooks provided to applicants for admission or employment, students, parents/guardians, and unions or professional organizations with a collective bargaining or professional agreement with the District.

The District will provide notice of this Policy to all applicants, students, parents/guardians, employees, and unions or professional organizations with a collective bargaining or professional agreement with the District by prominently posting this Policy on its website and referencing this Policy in its handbooks, which will include the Title IX Coordinator's name or title, office address, electronic mail address, and telephone number.

C. Designation of Title IX Coordinator

All Coordinators, including the Title IX Coordinator, are identified in Policy 3115B.

D. Reporting Title IX Sexual Harassment:

A person may make a report of sexual harassment or retaliation at any time. Reports may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

Any District employee who receives a report of sexual harassment or has actual knowledge of possible sexual harassment must convey that information to the Title IX Coordinator by the end of the next day.

Any other person who witnesses an act of sexual harassment is encouraged to report it to a District employee and may do so anonymously. No person will be retaliated against based on any report of suspected sexual harassment or retaliation.

E. General Response to Sexual Harassment

1. District's Obligation to Respond without Deliberate Indifference

Upon actual knowledge of Title IX sexual harassment, the Title IX Coordinator must respond promptly in a manner that is not deliberately indifferent. The District will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

If the Title IX Coordinator receives a report of sexual harassment and the Complainant does not file a Formal Complaint, the Title IX Coordinator must evaluate the information and determine whether to sign and file a Formal Complaint. If the Title IX Coordinator determines not to sign and file a Formal Complaint, the Title IX Coordinator must address the allegations in a manner that is not deliberately indifferent.

2. Response to Report of Title IX Sexual Harassment

Upon receipt of a report of sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint.

3. Formal Complaint Filed

Upon the receipt of a Formal Complaint, the District must follow the Grievance Process in Section F of this Policy. A Formal Complaint may be submitted using a designated Title IX Sexual Harassment Formal Complaint Form.

4. Equitable Treatment

The District will treat the Complainant and Respondent equitably throughout the Grievance Process, which may include offering supportive measures as described in Subsection E(6) of this Policy.

5. Documentation and Recordkeeping

The Title IX Coordinator will document all sexual harassment reports and all incidents of sexual harassment that the Title IX Coordinator receives or personally observes.

The District will retain this documentation in accordance with applicable record retention requirements in Section N of this Policy.

6. Supportive Measures

After receiving a report of Title IX sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, with or without the filing of a Formal Complaint. If the District does not provide a Complainant with supportive measures, then the Title IX Coordinator must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

The District may provide, as appropriate, non-disciplinary, non-punitive individualized services to the Complainant or Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed.

Supportive measures should be designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party.

Supportive measures are offered without charge and are designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

Supportive measures may include, but are not limited to:

- a. District-provided counseling;
- b. Course-related adjustments, such as deadline extensions;
- c. Modifications to class or work schedules;
- d. Provision of an escort to ensure that the Complainant and Respondent can safely attend classes and school activities; and
- e. No-contact orders.

All supportive measures must be kept confidential, to the extent that maintaining such confidentiality would not impair the District's ability to provide the supportive measures.

7. Respondent Removal

a. Emergency Removal (Student)

The District may only remove a student Respondent from a District program or activity if, following an individualized safety and risk analysis, the District determines that there is an immediate threat to the physical health or safety of any student or other person arising from the sexual harassment allegations. The District must provide the Respondent with notice and an opportunity to immediately challenge the removal decision. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

b. Administrative Leave (Employee)

The District may place an employee Respondent on non-disciplinary administrative leave during the pendency of the Grievance Process. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

8. Law Enforcement

In appropriate circumstances, a District employee will notify law enforcement or Child Protective Services, consistent with Policies 4202, 5201, and 5701.

The District will attempt to comply with all law enforcement requests for cooperation with related law enforcement activity. In some circumstances, compliance with law enforcement requests may require the District to briefly suspend or delay its investigation. If an investigation is delayed, the District will notify the parties in writing of the delay and the reasons for the delay.

If the District's investigation is suspended or delayed, supportive measures will continue during the suspension or delay. If the law enforcement agency does not notify the District within 10 days that the District's investigation may resume, the District will notify the law enforcement agency that the District intends to promptly resume its investigation.

F. Grievance Process

1. Generally

The Grievance Process begins when a Formal Complaint is filed or when the Title IX Coordinator signs a Formal Complaint and concludes the date the parties receive the Appeals Officer's written decision or the date on which an appeal is no longer timely. The District will endeavor to complete the Grievance Process within 90-120 days, absent extenuating circumstances or delays as described below. The District will treat both the Complainant and the Respondent equitably throughout the Grievance Process.

Neither the Title IX Coordinator, the Decision-Maker, the Investigator, Appeals Officer, nor any person designated to facilitate an informal resolution process will have a conflict of interest or bias for or against Complainants or Respondents generally or for or against an individual Complainant or Respondent.

The Grievance Process requires an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.

Throughout the Grievance Process, there is a presumption that the Respondent is not responsible for the alleged conduct unless, in the determination of responsibility, the Decision-Maker finds the Respondent responsible for the alleged conduct.

At any point, the Title IX Coordinator, Investigator, Decision-Maker, or Appeals Officer may temporarily delay the Grievance Process or permit a limited extension of time frames for good cause. Good cause may include, but is not limited to, absence of a party, party's advisor, or witness; concurrent law enforcement activity; or the need for accommodations (e.g., language assistance or accommodation of disabilities). If there is a delay or extension,

the parties will receive written notice of the delay or extension and the reasons for the action.

Any disciplinary action resulting from the Grievance Process will be issued in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

After the investigation portion of the Grievance Process has concluded, the Decision-Maker will endeavor to issue a determination of responsibility within 30 days, absent extenuating circumstances.

2. Notice of Allegations

Upon receipt of a Formal Complaint, the District must provide written notice to the parties who are known at the time that includes:

- a. A copy of this Policy, which includes the District's Grievance Process, and any informal resolution process;
- b. The sexual harassment allegations, including sufficient details known at the time and with sufficient time so that parties may prepare a response before the initial interview. Sufficient details include parties involved in the incident, if known; the alleged conduct constituting sexual harassment; and the date and time of the alleged incident;
- c. A statement that the Respondent is presumed not responsible for the alleged conduct;
- d. A statement that a determination of responsibility is made at the Grievance Process's conclusion;
- e. A statement that the parties may have an advisor of their choice, who may be an attorney, although any attorney or advisor who is not a District employee will be at the party's own cost;
- f. A statement that the parties will be provided an opportunity to inspect and review any evidence before the investigation report is finalized; and
- g. If the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during an investigation or the disciplinary process, a citation to that portion of the Code of Conduct. If, during the course of an investigation, the Investigator decides to investigate allegations that are not included in the initial notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

3. Informal Resolution

During the Grievance Process, *after* a Formal Complaint has been filed but before a determination of responsibility has been made, the District may offer to facilitate an informal resolution process, or either party may request the informal resolution process. A Formal Complaint must be filed to initiate the informal resolution process.

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. The Title IX Coordinator will determine the informal resolution process that will be used, including the person who will facilitate that process.

Informal resolution is not available for a Formal Complaint alleging that an employee sexually harassed a student.

A party is not required to participate in an informal resolution process.

When offering informal resolution, the Title IX Coordinator must (1) provide both parties written notice of their rights in an informal resolution; and (2) obtain written, voluntary consent from both parties to enter into the informal resolution process. The written notice must contain the:

- a. Allegations;
- b. Informal resolution requirements, including the circumstances under which the informal resolution precludes the parties from resuming a Formal Complaint arising from the same allegations;
- c. Right to withdraw from informal resolution and resume the Grievance Process at any time prior to a final resolution; and
- d. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or that could be disclosed.

4. Investigation

The District has the burden of proof and the burden to gather evidence sufficient to reach a determination of responsibility.

a. Investigation Process

The District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding the privilege has waived the privilege in writing.

The District may not access, consider, disclose, or otherwise use a party's medical records, including mental health records, which are made and maintained by a healthcare provider in connection with the party's treatment

unless the District obtains that party's voluntary, written consent to do so for the Grievance Process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory or exculpatory evidence. The Investigator cannot restrict parties from discussing the allegations under investigation, nor can the Investigator restrict parties from gathering or presenting relevant evidence.

Parties may be accompanied by an advisor of their choice, including an attorney, during the Grievance Procedure. If a party chooses an advisor who is not a District employee, the District is not responsible for any associated costs. The Investigator or Title IX Coordinator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties (e.g., abusive, disruptive behavior or language will not be tolerated; advisor will not interrupt the investigator to ask questions of witnesses).

The Investigator must provide the date, time, location, participants, and purpose of all hearings (if any), investigative interviews, and meetings, to a party whose participation is invited or expected. Written notice must be provided a sufficient time in advance so that a party may prepare to participate.

As described in Section L of this Policy, retaliation against a person for making a complaint or participating in an investigation is prohibited.

The Investigator must ensure that the Complainant and Respondent have an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party has the opportunity to meaningfully respond to the evidence before the investigation's conclusion. This evidence includes (1) evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and (2) inculpatory or exculpatory evidence obtained from any source.

Before the investigation's completion, the Investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 calendar days to submit a written response to the Investigator. The party's response must be considered by the Investigator before completing the final investigation report.

b. Investigation Report

The Investigator must create an investigation report that fairly summarizes relevant evidence and submit the investigation report to the Decision-Maker.

At least 10 calendar days before a determination of responsibility is issued, the Investigator must send the investigation report to each party for review and written response. Written responses to the investigation report must be submitted directly to the Decision-Maker.

The Investigator will endeavor to complete the investigation and finalize the report within 60 days.

5. Determination of Responsibility

The Decision-Maker cannot be the same person as the Title IX Coordinator, Investigator, Appeals Officer, or person designated to facilitate an informal resolution process.

Before the Decision-Maker reaches a determination of responsibility, and after the Investigator has sent the investigation report to the parties, the Decision-Maker must:

- a. Afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness; and
- b. Provide each party with the answers, and allow for additional, limited follow-up questions from each party.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless offered to prove that someone other than the Respondent committed the alleged misconduct, or the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

If the Decision-Maker decides to exclude questions from either party as not relevant, the Decision-Maker must explain the decision to the party proposing the questions.

The Decision-Maker must issue a written determination of responsibility based on a preponderance of the evidence standard (i.e., more likely than not) simultaneously to both parties. The written determination of responsibility must include:

- a. Identification of the sexual harassment allegations;
- b. Description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
 - i. Notification to the parties;
 - ii. Party and witness interviews;
 - iii. Site visits;
 - iv. Methods used to collect evidence; and

- v. Hearings held.
- c. Factual findings that support the determination;
- d. Conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;
- e. A statement of, and rationale for, the result as to each allegation, including:
 - i. A determination of responsibility;
 - ii. Any disciplinary action taken against the Respondent (consistent with Policies 4309, 4407, 4506, 4606, or 5206, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and
 - iii. Whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.
- f. Appeal rights.

6. Appeals

Notice of the determination of responsibility or dismissal decision must include notice of the parties' appeal rights.

Both parties may appeal a determination of responsibility or the decision to dismiss a Formal Complaint in whole or in part for the following reasons only:

- a. A procedural irregularity that affected the outcome.
- b. New evidence that was not reasonably available at the time the determination of responsibility or dismissal decision was made that could affect the outcome.
- c. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent, generally or individually, that affected the outcome.

An appeal must be filed with the Title IX Coordinator within 5 calendar days of the date of the determination of responsibility or dismissal decision.

Upon receipt of an appeal, the Title IX Coordinator will assign an Appeals Officer who will provide both parties written notice of the appeal and an equal opportunity to submit a written statement in support of, or challenging, the determination or dismissal decision.

The Appeals Officer must provide a written decision describing the result of the appeal and the rationale for the result to both parties simultaneously. The Appeals Officer will endeavor to decide an appeal within 30 days.

The Appeals Officer cannot be the same person who acts as the Title IX Coordinator, Investigator, Decision-Maker, or person designated to facilitate an informal resolution process on the same matter. The Appeals Officer also cannot have a conflict of interest or bias against Complainants and Respondents generally or individually.

The determination of responsibility is final upon the date the parties receive the Appeals Officer's written decision or on the date on which an appeal is no longer timely.

G. Dismissal

1. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

- a. The Formal Complaint's allegations, even if substantiated, would not constitute sexual harassment as defined in this Policy;
- b. The Formal Complaint's allegations did not occur in the District's programs or activities; or
- c. The Formal Complaint's allegations did not occur in the United States.

2. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

- a. The Complainant notifies the Title IX Coordinator in writing that the Complainant wishes to withdraw the Formal Complaint in whole or in part;
- b. The Respondent's enrollment or employment ends; or
- c. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination (e.g., several years have passed between alleged misconduct and Formal Complaint filing, Complainant refuses or ceases to cooperate with Grievance Process).

The Title IX Coordinator will promptly and simultaneously notify both parties when a Formal Complaint is dismissed. The notice must include the reasons for mandatory or discretionary dismissal and the right to appeal. Appeal rights are discussed above in Subsection F(6) of this Policy.

Dismissal of a Formal Complaint under this Policy does not excuse or preclude the District from investigating alleged violations of other policy, rule, or law, or from issuing appropriate discipline based on the results of the investigation.

H. Consolidation of Complaints

The Title IX Coordinator or Investigator may consolidate Formal Complaints where the allegations arise out of the same facts or circumstances. Where a Grievance

Process involves more than one Complainant or more than one Respondent, references in this Policy to the singular “party,” “Complainant,” or “Respondent” include the plural, as applicable.

I. Remedies and Disciplinary Sanctions

The District will take appropriate and effective measures to promptly remedy the effects of sexual harassment. The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appropriate remedies will be based on the circumstances and may include, but are not limited to:

1. Providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;
2. Offering the parties school-based counseling services, as necessary;
3. Providing the parties with academic support services, such as tutoring, as necessary;
4. Rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;
5. Moving the Complainant’s or the Respondent’s locker or work space;
6. Issuing a “no contact” directive between the Complainant and Respondent;
7. Providing counseling memoranda with directives or recommendations.

These remedies may also be available to any other student or person who is or was affected by the sexual harassment.

The District will impose disciplinary sanctions consistent with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts. Discipline may range from warning or reprimand to termination of employment, or student suspension or expulsion.

After a determination of responsibility, the Title IX Coordinator should consider whether broader remedies are required, which may include, but are not limited to:

1. Assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;
2. Additional staff training;
3. A climate survey; or
4. Letters to students, staff, and parents/guardians reminding persons of their obligations under this Policy and applicable handbooks.

If the Complainant or Respondent is a student with a disability, the District will convene an IEP or Section 504 Team meeting to determine if additional or different programs, services, accommodations, or supports are required to ensure that the Complainant or Respondent continues to receive a free appropriate public education. Any disciplinary action taken against a Respondent who is a student with a disability must be made in accordance with Policy 5206B and the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.

J. False Statements

Any person who knowingly makes a materially false statement in bad faith during a Title IX investigation will be subject to discipline, up to and including discharge or permanent expulsion. A dismissal or determination that the Respondent did not violate this Policy is not sufficient, on its own, to conclude that a person made a materially false statement in bad faith.

K. Confidentiality

The District will keep confidential the identity of a person who reports sexual harassment or files a Formal Complaint, including parties and witnesses, except as permitted or required by law or to carry out any provision of this Policy, applicable regulations, or laws.

L. Retaliation

Retaliation (e.g., intimidation, threats, coercion) for the purpose of interfering with a person's rights under Title IX is prohibited. This prohibition applies to retaliation against any person who makes a report, files a Formal Complaint, or participates in, or refuses to participate in a Title IX proceeding. Complaints alleging retaliation may be pursued in accordance with District Policy.

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this Section.

When processing a report or Formal Complaint of sexual harassment, pursuing discipline for other conduct arising out of the same facts or circumstances constitutes retaliation if done for the purpose of interfering with that person's rights under Title IX.

Any person who engages in retaliation will be disciplined in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

M. Training

All District employees must be trained on how to identify and report sexual harassment.

Any person designated as a Title IX Coordinator, Investigator, Decision-Maker, Appeals Officer, or any person who facilitates an informal resolution process must be trained on the following:

1. The definition of sexual harassment;
2. The scope of the District's education programs or activities;
3. How to conduct an investigation and the District's grievance process, including, as applicable, hearings, appeals, and informal resolution processes; and
4. How to serve impartially, including avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

Investigators must receive training on how to prepare an investigation report as outlined in Subsection F(4)(b) above, including, but not limited to, issues of relevance.

Decision-Makers and Appeals Officers must receive training on issues of evidence and questioning, including, but not limited to, when questions about a Complainant's prior sexual history or disposition are not relevant.

Any materials used to train District employees who act as Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, or who facilitate an informal resolution process must not rely on sex stereotypes and must promote impartial investigations and adjudications of Formal Complaints. These training materials must be posted on the District's website.

N. Record Keeping

The District will maintain records related to reports of alleged Title IX sexual harassment for a minimum of seven years. This retention requirement applies to investigation records, disciplinary sanctions, remedies, appeals, and records of any action taken, such as supportive measures.

The District will also retain any materials used to train Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, and any person designated to facilitate an informal resolution process.

O. Office for Civil Rights

Any person who believes that he or she was the victim of sexual harassment may file a complaint with the Office for Civil Rights (OCR) at any time:

U.S. Department of Education Office for Civil Rights
Cesar E. Chavez Memorial Building
1244 Speer Boulevard, Suite 310
Denver, CO 80204-3582
Telephone: 303-844-5695
FAX: 303-844-4303; TDD: 800-877-8339

Email: OCR.Denver@ed.gov

An OCR complaint may be filed before, during, or after filing a Formal Complaint with the District. A person may forego filing a Formal Complaint with the District and instead file a complaint directly with OCR. The District recommends that a person who has been subjected to sexual harassment also file a Formal Complaint with the District to ensure that the District is able to take steps to prevent any further harassment and to discipline the alleged perpetrator, if necessary. OCR does not serve as an appellate body for District decisions under this Policy. An investigation by OCR will occur separately from any District investigation.

Legal authority: Education Amendments Act of 1972, 20 USC §§1681 - 1688; 34 CFR Part 106

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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:
 - 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.

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 same 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

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 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 hourly 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 or by March 23, 2025, whichever is later (see 4113-F-[1](#));
2. display in a conspicuous location in each of its buildings the ESTA poster created by the 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*, 2024 Mich LEXIS 1454 (July 31, 2024)

Date adopted: 02/10/2025

Date revised: 03/17/2025

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 10, 2025

SUPERINTENDENT/BOARD OF EDUCATION

TOPIC: AASA National Conference

The School Superintendents Association, AASA, is holding its national conference in Nashville, TN, February 12-14, 2026. The conference involves anticipating future trends, challenges, and opportunities in education and proactively shaping strategies and initiatives to address them for staff and students. The conference will incorporate emerging technologies, data-driven decisions, and an increased shift toward partnerships and collaboration. It offers a great opportunity for school superintendents to come together and develop a clear vision for the future of education.

Superintendent Kirby is seeking board approval to attend this out-of-state professional conference.

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve Superintendent Kirby's attendance at the 2026 AASA National Conference, along with related travel/conference expenses.