



Rockford Public Schools

Quality Community – Quality Schools
Together Building a Tradition of Excellence

ROCKFORD BOARD OF EDUCATION

Regular Meeting – November 13, 2023

5:30 PM

Agenda

CALL TO ORDER

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOGNITION

1. Middle School Students of the Month

ACTION ITEMS – CONSENT AGENDA

1. Approval of Minutes from the October 9, 2023 meeting
2. Presentation of bills in the amount of \$13,838,792.64
3. Winter Extra Duty Assignments
4. Winter Coaches

NEW BUSINESS

1. Administrative Recommendation
2. Bond Refinancing Resolution
3. Edgerton Trails Elementary Classroom technology bids
4. Edgerton Trails Elementary Fiber Expansion bid
5. Edgerton Trails Waste Water Transport Resolution
6. Fall Policy Updates – 1st reading

REPORTS

1. Student Representative
2. Committee Reports
3. Collaborative Team Reports
4. MASB Annual Conference

RECOGNITION OF VISITORS AND HEARING OF PEOPLE PRESENT

SUPERINTENDENT REMARKS

ADJOURNMENT

BOARD REPORT ON DISBURSEMENTS

DATE: 9/29/2023

11/3/2023

PAYROLL

GENERAL FUND NET PAYROLL	<u>8 & 9</u>	<u>2,800,552.26</u>
FOOD SERVICE	<u>8 & 9</u>	<u>66,542.51</u>
ATHLETIC FUND	<u>8 & 9</u>	<u>219,499.00</u>
TOTAL ALL FUNDS	<u>8 & 9</u>	<u>3,086,593.77</u>

ALL FUNDS:

FEDERAL TAX	\$	<u>300,564.26</u>
SOCIAL SECURITY TAX-MEDICARE TAX	\$	<u>647,855.30</u>
STATE TAX	\$	<u>142,569.69</u>
TOTAL	\$	<u>1,090,989.25</u>

\$ 4,177,583.02

BLUE CROSS INSURANCE	\$	<u>36,624.10</u>
NVA/NATIONAL VISION	\$	
ADN ADMIN(DENTAL) ADMIN FEES	\$	
MESSA (VSP/MED/ LIFE)	\$	<u>768,554.56</u>
NATIONAL INSURANCE SVCS(L TERM DISABILITY	\$	<u>14,503.33</u>
RETIREMENT PAYROLL	\$	<u>2,529,523.85</u>

\$ 3,349,205.84

GASOLINE: CR CARD #

\$ 0.00

UTILITIES:

DTE ENERGY		<u>6,210.62</u>
CONSUMERS ENERGY	\$	<u>92,408.45</u>

PHONE SERVICE CRD CARD #	\$	
BP ENERGY (FORMERLY EDF ENERGY) BULK FUEL	\$	<u>1,077.01</u>

\$ 99,696.08

BAL ON GEN FUND CREDIT CARD #	\$	
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\$ 0.00

GAMETIME/SINCLAIR		<u>122,073.50</u>
KISD-ITINERANTS		<u>312,431.32</u>

\$ 434,504.82

TOTAL OF ABOVE	\$	<u>8,060,989.76</u>
BALANCE OF TOTAL GENERAL FUND		<u>617,823.16</u>
SINKING FUND REG CKS		0.00
SINKING FUND ACH CKS		0.00
SINKING FUND CREDIT CARD		0.00
2019 BOND REG CKS		0.00
2019 BOND ACH CKS		0.00
2019 BOND CREDIT CARD		0.00
2023 BOND REG CKS		340,144.86
2023 BOND ACH CKS		4,143,171.35
2023 BOND CREDIT CARD		90,132.39
GENERAL FUND ACH CKS		150,000.00
GENERAL FUND CREDIT CARD		436,531.12
TOTAL DISBURSEMENTS		<u>13,838,792.64</u>

Belmont 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
Student Council	Jennifer Donovan		S.Ouellette
Safety Patrol Coordinator	Beth Walla and Shelley (Rachelle) Guy		S.Ouellette
Lead Teachers	Sarah Stevenson		S.Ouellette
AET Member(s):	Matt Banta - PE		S.Ouellette
	Alexandra Brown (3rd)		S.Ouellette
Counseling Dog Host	Katherine Humphreys	9% not 11%- sharing with Handler	S.Ouellette /MD
Counseling Dog Handler	Abby Kaminski	2% provided by K. Humphreys extra duty	MD

Cannonsburg 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
Student Council	Lauren Arnett		Matt Zokoe
Safety Patrol Coordinator	Lauren Arnett		Matt Zokoe
Lead Teacher	Rachel Devereaux		Matt Zokoe
AET Member(s):	Jill Gumbs (2nd)		Matt Zokoe
Counseling Dog Host	Roxana Osburn		Matt Zokoe

Crestwood 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
Student Council	Lisa Schroeder		Kyle Avink
Safety Patrol Coordinator	Anna Strobel		Kyle Avink
Lead Teacher	Kelly Bantle Miller		Kyle Avink
AET Member(s):			
	Kelly Bantle Miller (4th)		Kyle Avink

Lakes 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
Student Council	Vacancy	Vacant at this time	M. McGinn
Safety Patrol Coordinator	Mary MacKenzie		M. McGinn
Lead Teacher	Jeff Post		M. McGinn
AET Member(s):	Nicole See (K)		M. McGinn

Meadow Ridge 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
Student Council	Katrina Burger & Katie Riddering		Bowman
Safety Patrol Coordinator	Nikki Williams & Todd Frazier		Bowman
Lead Teacher	Nikki Williams		Bowman
Counseling Dog Handler	Kendra Weidenfeller		Bowman
AET Member(s):	Cristina Tendero-Scott		Blake Bowman
	Laura Gregory		

Parkside 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
Student Council	Kristin Dunham & Celene Watkins		LDWatters
Safety Patrol Coordinator	Alyssa Scheidel		LDWatters
Lead Teacher	Tara Dzirbowicz		LDWatters
AET Member(s):	Tara Dzirbowicz (5th)		LDWatters

Roguewood 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
Student Council	Rachael Macklin & Ester Joyce		Teya
Safety Patrol Coordinator	Tracy Hayataka		Teya
Lead Teacher	Eric Nephew		Teya
Lead Teacher SI	Lesli Martinez		Teya
AET Member(s):	Mark Schlaudt (5th)		Teya

Valley View 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
Student Council	Emma Brenner and Megan Mccall		JK
Safety Patrol Coordinator	Megan McCall		JK
Lead Teacher	Caleb Westveer		JK
AET Member(s):			JK
	Jessica Karsies (4th)		

ERMS 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
Student Council Advisor	Chris Lyon		Burk
National Junior Honor Society	Erin Cole		Burk
Winter and Spring Plays	Taylor Funk		Burk
Yearbook	Nick Vandenburg		Burk
6th Grade Camp Director	Rob Pratt		Burk
Orchestra Director	Amy Tinney		Burk
Band Director	Rebecca Kilgore		Burk
Choir	Matt Vermeer		Burk
Middle School Counseling Scheduler	Erin Cole	oversees 1 counselor	Burk
Counseling Dog Host	Jen Domagalski		Mindy Duba
AET MEMBERS:			
English/LA (10 teachers)	Michelle Creamer		Burk
Math (10 teachers)	Sandy Knottnerus		Burk
Science (10 teachers)	Lisa DeWitt		Burk
Social Studies (10 teachers)	Murphy Hodder		Burk
Special Education (4 teachers)	Rob Pratt		Burk
Elective Group - all other electives (14 teachers)	Rebecca Kilgore		Burk
Teacher Consultant	Rob Pratt		Burk

NRMS 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
Student Council Advisor	Becky Lewis & Melissa Schmidt		LW
National Junior Honor Society	Angie Ohlman		LW
Yearbook	Evie Campbell		LW
6th grade Camp Director	Andrea Zomberg/Erin Gauthier		LW
Orchestra Director	Alison Holden		LW
Band Director	Cullen McCarthy		LW
Counseling Dog Handler	Angie Ohlman (12%)		Mindy Duba
Choir Director	ReneeVandeWege		LW
ADD: Winter and Spring Plays	Liz Nasser		LW
Middle School Counseling Scheduler	Angie Ohlman		LW
			LW
AET MEMBERS:			
English/LA (15 teachers)	Julie Gitchell		LW
Math (15 teachers)	Andrea Zomberg		LW
Science (12 teachers)	Jennifer Nyeholt		LW
Social Studies (12 teachers)	Lindsay Merrill		LW
Special Education (7 teachers)	Rachel Lutz		LW
Elective Group - all other electives (14 teachers)	Melissa Schmidt		LW
Counseling (2 counselors)	Angie Ohlman		LW

Freshman Center 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
Choir Teacher	Melanie Dorn Kraut		KA
Dramatics Advisor	Tom VanBragt		KA
Student Council Advisor (50%)	Amanda Urquhart (50%)		KA
Student Council Advisor (50%)	Dan Rottier (50%)		KA
Science Olympiad/Quiz Bowl	Jamie Goering		KA
Freshman Center Counseling Scheduler	Jennifer Lutz @ 4%		KA
AET MEMBERS:			
			KA
English/LA (5 teachers)	Tom VanBragt		KA
Health/PE (10 teachers)	Stephanie Linsley		KA
Math (6 teachers)	Sarah Youngberg		KA
Science (4 teachers)	Tim O'Donnell		KA
Social Studies (5 teachers)	Brad Keeler		KA
World Languages (4 teachers)	Katie Johnson		KA

High School 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
Student Council Advisor	Lisa Avram		Tom Hosford
Interact Coordinator	still looking for an advisor		Tom Hosford
Band Director	Brian Phillips		Tom Hosford
Band Director	Mary Claire Reynolds		Tom Hosford
Choir Director	Mandy Scott		Tom Hosford
Orchestra Director	Kyle Pitcher		Tom Hosford
Winter Musical Director	Gayla Fox		Tom Hosford
Yearbook Advisor (included with class)	John Feeley		Tom Hosford
Drama Club	Austin Leader		Tom Hosford
Dramatics (per play) *Fall Play*Spring Musical	Caitlyn Hart - Fall Play; Kristin Tomlin-Spring Musical		Tom Hosford
Dessert Cabaret Director/Coordinator	Mandy Scott		Tom Hosford
Variety Show Director	Spilt between Austin Leader & Kipp Tremlin		Tom Hosford
Debate	still looking for an advisor		Tom Hosford
High School Scheduling Counselor	Rachel Kreuze only @ 12%		Tom Hosford
Robotics	John Feeley (year 3)		Tom Hosford
National Honor Society	Kelly Gardner (put on Year 3 per KWC)		Tom Hosford
Telecommunications/TV Studio Director	Kris DeYoung		Tom Hosford
Counseling Dog Handler	Rachel Kreuze		Mindy Duba
AET MEMBERS:			
English/LA (13 teachers)	Steve Story		Tom Hosford
Math (11 teachers)	Tina Shutich		Tom Hosford
Science (11 teachers)	Rick Folcik		Tom Hosford
Social Studies (10 teachers)	Ben Watson		Tom Hosford
Foreign Language (7 teachers)	Kristyn Lombardo		Tom Hosford
Special Education (8 teachers) (9-12 bldgs)	Allyson Ray		Tom Hosford
Elective group #1 - art, music (9 teachers)	Brian Phillips		Tom Hosford
Elective group #2 - Business Communication, Life Management and Tech Ed (12 teachers)	Stephanie Campbell		Tom Hosford
Counselors (4 counselors)	Rachel Kreuze		Tom Hosford
Ferris State Early College Teachers (2%)	Jackie Decker, Dan Modderman Steve Story, Todd Watson		Tom Hosford
K-12 District Odyssey of the Mind Coordinator	Amanda Merrill		TMI via email
OTHER (not included in this but included in new contract)			
Music Director for Winter Musical	Mandy Scott		Tom Hosford
Pit Director for Musical (utilize for Music Director of Spring Musical)	Mandy Scott	Payout in spring time after spring musical?	Tom Hosford
Not utilizing Pit Director for Musical this year.			

River Valley 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
AET Team Member(s):	Jacob Grasley		Jenny Thompson
Lead Teacher	Jacob Grasley		Lisa Jacobs

Special Services 2023-2024 Extra Duty Recommendations

Activity	Name	Update (if applicable)	Confirmed By:
AET MEMBER(S):			
Elementary Resource (11 teachers)	Michelle Corey		MD



Memorandum

To: Dr. Steven Matthews, Ph.D., Superintendent
From: Korie Wilson-Crawford, Assistant Superintendent of Human Resources
Date: November 13, 2023
Subject: 2023-2024 HIGH SCHOOL EXTRA DUTY WINTER COACHING RECOMMENDATIONS

SPORT	POSITION	NAME
BASKETBALL (BOYS)	Head Coach	Kyle Clough
	JV Coach	Jeff Grauzer
	Freshman Coach	Nicholas Duba
BASKETBALL (GIRLS)	Head Coach	Bradley Wilson
	JV Coach	Brian Hendricks
	Freshman Coach	Sarah Barnett
BOWLING	Boys Head Coach	Brandon Engstrom
	Girls Head Coach	Jerome Tarabek
COMPETITIVE CHEERLEADING	Head Coach	MeLisa Milanowski
	JV Coach	Donna Mcpheran
	Freshman	Kelly Brown
DANCE- VARSITY	Head Coach	Amanda Carfagnini
GYMNASTICS	Head Coach	Michelle Ankney
	Assistant Coach	Averi Nixon
HOCKEY	Head Coach	Carl Mocosak
	Assistant Coach	Shawn Jensen
SKIING	Boys/Girls Head Coach	Marissa VanAlst
	Assistant Coach	Ryan Mergener
SWIMMING/DIVING (BOYS)	Head Coach	Kevin Brown
	Assistant Coach	Jerrad Reickard
	Diving Coach	Douglas Karsen
WRESTLING	Head Coach	Brian Richardson
	Assistant Co-Coaches	Nicholas Guerra/Caleb Westveer



Memorandum

To: Steven Matthews, Ph.D., Superintendent
From: Korie Wilson-Crawford, Assistant Superintendent of Human Resources
Date: November 13, 2023
Subject: 2023-2024 REVISED MIDDLE SCHOOL EXTRA DUTY WINTER I COACHING RECOMMENDATIONS

SPORT	SCHOOL	POSITION	NAME
Boys Basketball 8B	North Middle	Head Coach	Brian Barr



Rockford Public Schools

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Together Building a Tradition of Excellence

Office of the Superintendent

Dr. Steve Matthews, Superintendent

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

Memorandum

To: Rockford Public Schools Board of Education

From: Dr. Steve Matthews, Superintendent

Date: November 13, 2023

Subject: Assistant Superintendent of Business and Operations

As you are aware, Mike Cuneo has announced his retirement.

Over the course of the past several weeks and months, I have thoughtfully considered how to move forward and how to replace such a valuable part of our administrative team. My responsibility is to ensure that the administrative structure of the district has the right people in the right places to help us continue moving forward.

I am recommending that Allison Clements be approved to fill the position vacated by Mr. Cuneo.

Ms. Clements currently serves the Rockford Public Schools as the Director of Finance. She has served the district for the past three years. She started as the Accounts Payable Coordinator and then as the Director of Finance. She graduated from Saint Mary's College Magna Cum Laude with an accounting major.

Before taking a position in Rockford, Ms. Clements worked for the following companies:

- Spectrum Health – Senior Financial Analyst
 - 7 years experience
- Spectrum Health – Senior Accountant
 - 3 years experience
- Crowe Horwath - Accountant/Tax Compliance
 - 3 years experience
- Price Waterhouse Coopers – Associate
 - 1 year experience

Ms. Clements is a Rockford High School graduate and lives in our community.

Earlier this year, Ms. Clements earned her Michigan School Business Officials certification from the Michigan School Business Officials – the professional organization in Michigan for Michigan school business officials.

Ms. Clements will begin as the Executive Director of Business and Operations and will transition over the course of the 2024 calendar year to Assistant Superintendent. Her transition will follow this path:

1. The Assistant Superintendent of Finance will be renamed as the Assistant Superintendent of Business and Operations.
2. Ms. Allison Clements, currently Director of Finance, will be elevated to this position through an onboarding process that will take 12 months – the 2024 calendar year.
3. Ms. Clements will begin January 1, 2024, as the Executive Director of Business and Operations with the following portfolio:
 - a. Business Office
 - i. Office staff
 - ii. Business operations
 - iii. 2024-2025 budget
 - b. Food Service
 - c. Bond
 - d. Serve on Executive Cabinet and Cabinet
4. The following Business and Operations areas will be added over the course of the 2024 calendar year:
 - a. Transportation
 - i. Assigned temporarily to Ms. Korie Wilson-Crawford
 1. Transition to Ms. Clements by July 1, 2024
 - b. Maintenance and Operations
 - i. Assigned temporarily to Ms. Korie Wilson-Crawford
 1. Transition to Ms. Clements Fall 2024
 - c. Technology
 - i. Assigned temporarily to Mike Ramm
 - ii. Review of the department through 2024
 - iii. Probable joint oversight between Mr. Ramm and Ms. Clements
5. Beginning in January 2025, Ms. Clements will have the full portfolio of responsibilities and will have her title changed to Assistant Superintendent of Business and Operations.

The recommendation this evening is that the board approve the recommendation to have Allison Clements named Executive Director of Business and Operations starting January 1, 2024. The recommendation is also that after a 12 month onboarding process Ms. Clements will move to Assistant Superintendent of Business and Operations on January 1, 2025.



Memorandum

To: Dr. Steve Matthews
Superintendent of Schools

From: Michael A. Cuneo, Assistant Superintendent of Finance

Date: November 7, 2023

Subject: Resolution Authorizing Refunding of Bonds

Based on current market conditions, we are looking at the potential of refinancing a portion of the school district's outstanding bonds.

Attached is a financial analysis summary and also a copy of the proposed resolution. The purpose of the resolution is to seek the necessary approvals to begin the process. This will also enable the district to act, should market conditions continue to be favorable.

This information was presented to the Finance Committee for discussion on Tuesday, October 31, 2023 and is now recommended to be presented to the full Board for approval on Monday, November 14, 2023.

MAC:kj

Attachment

**RESOLUTION AUTHORIZING THE ISSUANCE AND DELEGATING THE SALE OF
ROCKFORD PUBLIC SCHOOLS
2024 REFUNDING BONDS**

Rockford Public Schools, Kent County, Michigan (the “Issuer”)

A regular meeting of the board of education of the Issuer (the “Board”) was held in the Administration Building, within the boundaries of the Issuer, on the 13th day of November, 2023, at 5:30 o’clock in the p.m. (the “Meeting”).

The Meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

1. Part VI of Act 34, Public Acts of Michigan, 2001, as amended, the Revised Municipal Finance Act (the “Act”), permits the Issuer to refund all or part of its bonded indebtedness; and

2. The Issuer has received a proposal from Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), to refund all or part of that portion of the Issuer’s outstanding:

A. 2014 School Building and Site Bonds, Series I, dated June 25, 2014, in the original amount of \$31,780,000, which are callable on or after May 1, 2024, and are due and payable May 1, 2025 through May 1, 2034, inclusive, and May 1, 2039; and

B. 2015 Refunding Bonds, dated February 6, 2015, in the original amount of \$26,375,000, which are callable on or after May 1, 2024, and are due and payable May 1, 2025 through May 1, 2027, inclusive;

(collectively, the “Prior Bonds”); and

3. The Board determines that it is in the best interest of the Issuer to consider refunding the Prior Bonds; and

4. Prior to the issuance of bonds, the Issuer must either achieve qualified status or secure prior approval of the bonds from the Michigan Department of Treasury pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Bonds of the Issuer designated 2024 Refunding Bonds (General Obligation - Unlimited Tax) (the “Bonds”) be issued in the aggregate principal amount of not to exceed \$24,000,000, as finally determined upon sale thereof, for the purpose of refunding all or portions of the Prior Bonds. The Bonds shall be dated the date of delivery, or such other date as established at the time of sale; shall be numbered in the direct order of their maturities from 1 upwards; shall be fully registered Bonds as to principal and interest; shall bear interest at a rate or rates to be hereafter determined upon sale, payable on November 1, 2024, or such other date as may be established at the time of sale, and semiannually thereafter on May 1 and November 1 in each year; and shall mature on May 1 and November 1 in each year to be subsequently determined by the Superintendent or the Assistant Superintendent of Finance of the Issuer (each an “Authorized Officer”), in the final principal amounts determined upon sale and may be subject to redemption, as determined by an Authorized Officer, in the amounts, at the times, in the manner, and at the prices determined upon sale of the Bonds.

2. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined upon sale of the Bonds.

3. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof.

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

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

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the

applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

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

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

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

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

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

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

9. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2024 REFUNDING BOND DEBT RETIREMENT FUND (hereinafter referred to as the “DEBT RETIREMENT FUND”), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

Commencing with the 2024 tax levy, there shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due prior to the next year’s tax levy, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. When funds are borrowed from the School Loan Revolving Fund, such funds may be taken into consideration in arriving at the estimated required tax levy. In determining the amount to be levied in 2024, there shall be taken into account any money in the DEBT RETIREMENT FUND. Taxes required to be levied to meet the principal and interest obligations may be without limitation as to rate or amount, as provided by Article IX, Section 6, and Article IX, Section 16 of the Michigan Constitution of 1963.

10. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Prior Bonds set forth in the Bond Purchase Agreement. Upon receipt of the proceeds of sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2024 BOND ISSUANCE FUND (hereinafter referred to as the “BOND ISSUANCE FUND”). Moneys in the BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

11. The balance of the proceeds of the Bonds, together with any moneys transferred at the time of closing of the Bonds from the debt retirement funds for the Prior Bonds, shall be held as cash and/or invested in direct obligations of the United States of America, or obligations, the principal and interest of which are unconditionally guaranteed by the United States of America, or other obligations the principal and interest of which are fully secured by the foregoing (the “Escrow Funds”), and used to pay principal and interest on the Prior Bonds. The Escrow Funds shall be held by an escrow agent (the “Escrow Agent”) in trust pursuant to an escrow agreement (the “Escrow Agreement”) which shall irrevocably direct the Escrow Agent to take all necessary steps to call any Prior Bonds specified by an Authorized Officer upon sale of the Bonds for redemption, including publication and mailing of redemption notices, on the earliest date specified by an Authorized Officer that the respective series of Prior Bonds may be called for redemption. The investment held in the Escrow Funds shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal and interest on the Prior Bonds as they become due pursuant to maturity or the call for redemption required by this paragraph. Following establishment of the Escrow Funds, any amounts remaining in the debt

retirement funds for the Prior Bonds shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

12. An Authorized Officer, subject to final approval of the Board, is authorized to select an Escrow Agent to serve under the Escrow Agreement.

13. The Bonds shall be in substantially the form attached hereto and incorporated herein as Exhibit A.

14. Stifel, Nicolaus & Company, Incorporated is named as senior managing underwriter and further, that an Authorized Officer or designee is authorized to negotiate and execute a Bond Purchase Agreement with the Underwriter, subject to the requirements of paragraph 18 below. Based upon information provided by the Issuer's financial consulting firm and the Underwriter, a negotiated sale allows flexibility in the timing, sale and structure of the Bonds in response to changing market conditions and flexibility in sizing the defeasance escrow necessary to accomplish the refunding of the Prior Bonds.

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

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

- a. File with the Michigan Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- b. Make application for municipal bond insurance if, upon advice of the financial consulting firm of the Issuer, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.
- c. Execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any

Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

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

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

- a. the Underwriter discount shall not exceed \$10.00 per \$1,000 (1%); and
- b. the average true interest cost rate on the Bonds shall not exceed 5.5%; and
- c. the present value savings from the refunding shall not be less than 2% of the par of the Prior Bonds; and
- d. the receipt of express written recommendation of the Issuer's financial consulting firm identified herein to accept the terms of the Bond Purchase Agreement.

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

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

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

22. Thrun Law Firm, P.C. is appointed as bond counsel for the Issuer with reference to the issuance of the Bonds authorized by this resolution. Although Thrun Law Firm, P.C. has informed the Issuer that it represents no other party in connection with the issuance of the Bonds, Thrun Law Firm, P.C. represents the Underwriter on other, unrelated matters. The Board acknowledges the services that Thrun Law Firm, P.C. provides to the Underwriter, consents to the

representation of the Underwriter on other, unrelated public finance matters, and waives any conflict of interest that could be asserted with respect to such representation.

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

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

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

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

Secretary, Board of Education

IFK/baf

EXHIBIT A

**[No.]
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF KENT
ROCKFORD PUBLIC SCHOOLS
2024 REFUNDING BOND
(GENERAL OBLIGATION - UNLIMITED TAX)**

Rate Maturity Date Date of Original Issue CUSIP No.

REGISTERED OWNER:
PRINCIPAL AMOUNT:

ROCKFORD PUBLIC SCHOOLS, COUNTY OF KENT, STATE OF MICHIGAN (the “Issuer”), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on _____, 20____, and semiannually thereafter on the first day of _____ and _____ of each year (the “Bond” or “Bonds”). Principal on this Bond is payable at the corporate trust office of _____, MICHIGAN (the “Paying Agent”), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

This Bond is one of a series of bonds of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$_____ issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended; Act 34, Public Acts of Michigan, 2001, as amended; and resolutions duly adopted by the Board of Education of the Issuer on November 13, 2023 and _____, 2024, for the purpose of refunding all or a portion of certain prior bond issues of the Issuer.

The Issuer has pledged its full faith, credit and resources for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable from ad valorem taxes, which may be levied without limitation as to rate or amount as provided by Article IX, Section 6 and Article IX, Section 16 of the Michigan Constitution of 1963.

MANDATORY REDEMPTION

The Bonds maturing on _____, 20____, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest to the date fixed for redemption. When term Bonds are purchased by the Issuer and

delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

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

OPTIONAL REDEMPTION

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

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

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

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

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

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

IN WITNESS WHEREOF, Rockford Public Schools, County of Kent, State of Michigan, by its Board of Education, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its President and countersigned by the manual or facsimile signature of its Secretary as of _____, 2024, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

ROCKFORD PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN

Countersigned

By _____
Secretary

By _____
President

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

(Name of Bank)
(City, State)
PAYING AGENT

By _____
Authorized Signatory



ASSIGNMENT

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

Dated: _____

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

Signature Guaranteed:

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

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

Name and Address: _____

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

EXHIBIT B

**FORM OF
CONTINUING DISCLOSURE AGREEMENT**

**§ _____
ROCKFORD PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN
2024 REFUNDING BONDS
(GENERAL OBLIGATION - UNLIMITED TAX)**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by Rockford Public Schools, County of Kent, State of Michigan (the “Issuer”), in connection with the issuance of its \$_____ 2024 Refunding Bonds (General Obligation - Unlimited Tax) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the Issuer on November 13, 2023 and _____, 2024 (together, the “Resolution”). The Issuer covenants and agrees as follows:

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

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

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

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

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

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

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

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

“MSRB” shall mean the Municipal Securities Rulemaking Board.

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

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2024.

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

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

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

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 2023, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

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

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

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

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

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

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

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

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

SECTION 5. Reporting of Significant Events.

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

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

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

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

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

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

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

SECTION 6. Termination of Reporting Obligation.

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

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

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

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

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

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

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

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

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

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

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

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

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

ROCKFORD PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____, 2024

APPENDIX A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Rockford Public Schools, Kent County, Michigan
Name of Bond Issue: 2024 Refunding Bonds (General Obligation - Unlimited Tax)
Date of Bonds: _____, 2024

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by _____.

ROCKFORD PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX B

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

Name of Issuer: Rockford Public Schools, Kent County, Michigan
Name of Bond Issue: 2024 Refunding Bonds (General Obligation - Unlimited Tax)
Date of Bonds: _____, 2024

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

ROCKFORD PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX C

SIGNIFICANT EVENT NOTICE COVER SHEET

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

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

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

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

Number of pages of attached significant event notice: _____

Description of Significant Events Notice (Check One):

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

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

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: (_____) _____

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



EXHIBIT C

Michigan Department of Treasury
3451 (Rev. 07-20)

Application No. SBL

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

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

Legal Name of School District Rockford Public Schools	District Code Number 41210	Telephone Number 616-863-6555	
Address 350 N. Main St.	City Rockford	County Kent	ZIP Code 49341 1020
Name of Person Responsible for Preparation of this Application Dr. Steve Matthews		Title Superintendent	

CERTIFICATION

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

regular or special meeting held on the 13 day of November, 2023,

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

Name of Secretary (Print or Type) Christie Ramsey	Signature of Secretary	Date
---	------------------------	------

PARTICIPANTS

Secretary, Board of Education Christie Ramsey	Superintendent of Schools Dr. Steve Matthews
Treasurer, Board of Education Jake Himmelspach	Architectural Firm N/a
Bond Counsel Thrun Law Firm, P.C.	Construction Manager N/a
Financial Advisor PFM Financial Advisors, LLC	Paying Agent TBD
Senior Underwriter Stifel Nicolaus & Company, Inc.	

SALE TYPE

Competitive Bid Negotiated Sale

RESOLUTION

A meeting was called to order by _____, President.

Present: Members _____

Absent: Member _____

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

BACKGROUND

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

ACTION OF THE BOARD

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

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

Ayes: Members _____

Nays: Members _____

BOND DETAIL

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

For the purpose of refunding all or a portion of the School District's outstanding 2014 School Building and Site Bonds, Series I, dated June 25, 2014, which are due and payable May 1, 2025 through May 1, 2034 and May 1, 2039, and refunding all or a portion of the School District's outstanding 2015 Refunding Bonds, dated February 6, 2015, which are due and payable May 1, 2025 through May 1, 2027 and paying the costs of issuing the Bonds.

- 2. ELECTION DATA:

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

- 3. FINAL MATURITY SCHEDULE:

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

- 4. DEBT AMOUNTS:

- a. Amount of this bond issue \$ _____
- b. Total amount of bonded debt prior to this issue \$ 188,205,000
- c. Total amount of bonds being refunded \$ _____
- d. Total amount of proposed and existing debt (4a + b - c) \$ 188,205,000

- 5. PROPERTY VALUATION: Taxable valuation as of this date \$ 2,584,961,358

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

N/a

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

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





Memorandum

To: Dr. Steve Matthews, Superintendent of Schools
From: Michael A. Cuneo, Assistant Superintendent of Finance
Date: November 7, 2023
Subject: Edgerton Trails Classroom Technology

During the Finance Committee meeting on October 31, 2023 discussion was held regarding Edgerton Trails technology needs.

Carl VanderZee attended the October 31st meeting to review bid information received regarding Edgerton Trails classroom technology to meet these needs.

Attached is the overview of the proposal as well as the bid tabulation. Recommendation is to approve the purchase for the classroom technology from Hillard Electric in the amount of \$406,273.39 to be paid with proceeds from the 2019 bond proceeds.

MAC:kj

Attachment



Bid Review Report

ROCKFORD PUBLIC SCHOOLS
 EDGERTON TRAILS TECHNOLOGY
 Issued: SEPTEMBER 28, 2023
 Opened: OCTOBER 19, 2023

Review Date	October 24, 2023
Selected Bidders	Hillard Electric
Contract	\$406,273.39
Designer Approval	Chris Meuser
Owner Approval	Michael Cuneo

IN REVIEW OF BID(S), THE FOLLOWING DUE DILIGENCE WAS PERFORMED:	
A	Reviewed bids for compliance with specifications and contract provisions.
B	Requested and received bid clarifications from bidders on October 23, 2023.
C	Review team (Bob Stull and Dakotah Neal)and CBD conducted independent equipment reviews using manufacturer websites and other resources.
D	Review team conducted a post-bid interview with the low bid contractor.
E	Hillard has previously performed work for the district.

Recommendation	Board Motion
	To approve a contract with Hillard Electric of Cedar Springs, Michigan in the amount of \$406,273.39, for Edgerton Trails Elementary School Technology to support new construction to be paid with funds from the 2019 bond proceeds.



Rockford Public Schools

Bid Tabulation

Name: Edgerton Trails Technology

Date: October 19, 2023 at 3:00pm

#	Bidder Name	Contract Form (Y/N)	Addendum #1	Security (Bond/Check)	Familial Statement (Y/N)	References (Y/N)	Contract Exceptions (Y/N)	Electronic Version (Y/N)	Section 17400 Multimedia Systems	NOTES:
1	Parkway	Y	Y	Y	Y	Y	Y	Y	\$429,050.00	
2	MOSS	Y	Y	Y	Y	Y	Y	Y	\$428,916.08	
3	D.A.T.	Y	Y	Y	Y	Y	Y	Y	\$411,951.00	
4	Acorn Sound Tech.	Y	Y	Y	Y	Y	Y	Y	\$599,711.00	
5	Hillard	Y	Y	Y	Y	N	Y	Y	\$384,960.00	Post Bid Interview Note: References have been provided. Increase quantity of rooms from forty to forty-one. Change six rooms from ceiling mounted speakers to open ceiling type speakers. Add Kramer wireless licenses. District has document cameras. Document cameras have been removed from the proposal. Changes add \$21,313.39 for a new total of \$406,273.39.
6										
7										
8										
9										
10										



Memorandum

To: Dr. Steve Matthews, Superintendent of Schools
From: Michael A. Cuneo, Assistant Superintendent of Finance
Date: November 8, 2023
Subject: Edgerton Trails Fiber Expansion

During the Finance Committee meeting on October 31, 2023 discussion was held regarding Edgerton Trails fiber connection to the district hub.

Carl VanderZee attended the October 31st meeting to review bid information received regarding Edgerton Trails fiber expansion.

Attached is the overview of the proposal as well as the bid tabulation. Recommendation is to approve the bid from Amcomm in the amount of \$274,550.08 to be paid with proceeds from the 2023 bond proceeds.

MAC:kj

Attachment



**ROCKFORD PUBLIC SCHOOLS -
EDGERTON TRAILS FIBER
EXPANSION**

Issued: October 05, 2023
Opened: October 27, 2023

Bid Review Report

Review Date	November 7, 2023
Selected Bidders	Amcomm
Contract	\$ 274,550.08
Designer Approval	Carl VanderZee
Owner Approval	Mike Cuneo

IN REVIEW OF BID(S), THE FOLLOWING DUE DILIGENCE WAS PERFORMED:	
A	Reviewed bids for compliance with specifications and contract provisions. Compared bids for material quantity and work plan details including schedules. Compared labor rates.
B	Requested and received bid clarifications from bidders during post-bid interviews on October 2 and October 6, 2023. This included specific questions related to labor rates and labor schedule plans of both Amcomm and Turnkey Networks.
C	Contacted bidder's referenced accounts to inquire about experience, workmanship, warranty compliance, and overall satisfaction.

Recommendation	Board Motion
	To approve a contract with Amcomm of Brighton, Michigan in the amount of \$274,550.08, for the extension of the RPS private fiber-optic network to the new Edgerton Trails Elementary School to be paid with funds from the 2019 bond proceeds.



Rockford Public Schools

Bid Tabulation

Name: Outside Fiber WAN Extension

Date: October 27, 2023 at 10:00am

#	Bidder Name	Contract Form (Y/N)	Addendum #1 (Y/N)	Security (Bond/Check)	Familial Statement (Y/N)	References (Y/N)	Contract Exceptions (Y/N)	Electronic Version (Y/N)	Section 27 13 23 Fiber Optic Cable Network	NOTES:
1	Fiber Link, Inc.	Y	Y	Y	Y	Y	Y	Y	\$591,445.15	
2	Turnkey Network Solutions	Y	Y	Y	Y	Y	Y	Y	\$410,315.23	
3	Amcomm	Y	Y	Y	Y	Y	Y	Y	\$274,550.08	
4										
5										
6										
7										
8										
9										
10										

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

A _____ meeting of the board of education of the District (the "Board") was held in the _____, within the boundaries of the District, on the _____ day of _____, 2023, at _____ o'clock in the ____m. (the "Meeting")

The Meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS, the District is constructing the Edgerton Trails Elementary School adjacent to the Saddle Ridge Subdivision within Algoma Township, Kent County, Michigan (the "New Elementary School"); and

WHEREAS, the Saddle Ridge Site Condominium Association ("Saddle Ridge Condominium Association") owns and operates a private wastewater collection and treatment system (the "Saddle Ridge System"); and

WHEREAS, the District has the right to connect the New Elementary School to the Saddle Ridge System for wastewater collection and treatment; and

WHEREAS, the Saddle Ridge Condominium Association, the West Michigan Development Company, and Rockford Public Schools have been in discussions and negotiations with the Charter Township of Plainfield for the engineering, design and construction of wastewater facilities (the "Project") that are necessary to connect to a public wastewater collection system and transport facility (the "Township System"); and

WHEREAS, the Board has reviewed the Wastewater Transport Agreement, Exhibit A, attached that would provide for the potential to connect to the Township System; and

WHEREAS, the Board has determined it may be in the best interests of the District to connect to the Township System, subject to the review and approval by the Board of the final plans and specifications of the Project; and

WHEREAS, the Board has determined it would be in the best interests of the District to enter into the Wastewater Transport Agreement and to authorize and direct Dr. Steven Matthews, the Superintendent of Schools of the District, or his designee, to execute the Wastewater Transport Agreement and to make any revisions to the Wastewater Transport Agreement not inconsistent with this resolution, subject to review and approval by the District's legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby authorizes and directs Dr. Steven Matthews, the Superintendent of Schools of the District, or his designee, to execute the Wastewater Transport Agreement and to

make any revisions to the Wastewater Transport Agreement not inconsistent with this resolution, subject to review and approval by the District's legal counsel.

2. The final plans and specifications of the Project shall be subject to review and approval by the Board.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

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

Secretary, Board of Education

GWV/ssw

EXHIBIT A

Wastewater Transport Agreement

(See attached.)

WASTEWATER TRANSPORT AGREEMENT

THIS WASTEWATER TRANSPORT AGREEMENT (“Agreement”) is entered in to this _____, 2023 (“Effective Date”), by and between the **SADDLE RIDGE SITE CONDOMINIUM ASSOCIATION**, a Michigan non-profit corporation, whose address is whose address is 1188 E. Paris Ave. Suite 100, Grand Rapids, MI 49546 (“Association”), **WEST MICHIGAN DEVELOPMENT COMPANY**, a Michigan Corporation, whose address is 1188 East Paris Avenue, Grand Rapids, Michigan 49546 (“West Michigan Development”), the **ROCKFORD PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 350 Main Street, Rockford, Michigan 49341 (“School District”), and the **CHARTER TOWNSHIP OF PLAINFIELD, MICHIGAN**, a Michigan charter township (“Township”), whose address is 6161 Belmont Avenue, Belmont, MI 49308.

RECITALS

A. The Township owns a public wastewater collection system and transport facility (“Township System”) which is operated by and whose waste is treated by the North Kent Sewer Authority, pursuant to a contract with the Township and subject to, a State of Michigan wastewater discharge permit (“NKSA”).

B. The Association owns and operates a private wastewater collection and treatment system (“Saddle Ridge System”), which has a Service Area as shown on **Exhibit A**;

C. The School District is constructing an elementary school in the Saddle Ridge subdivision and Association acknowledges that the School District has the right to and will connect and use the Saddle Ridge System for wastewater collection and treatment from the elementary school;

D. The Saddle Ridge Development is located in the neighboring township of Algoma.

E. Algoma Township does not operate either a wastewater collection/transport/treatment system and is not currently a member of the NKSA, although it has a wastewater collection and treatment agreement with the Township over a portion of Algoma Township, but currently not including the Saddle Ridge development or the School District.

F. Due to the increasing complexities of operating a private wastewater collection and treatment system and the proximity to the Township’s System, the Association, West Michigan Development and the School District would like to transfer ownership and operation of the Saddle Ridge System’s collection system, only, to the Township pursuant to the conditions of this Agreement.

G. To facilitate its ability to connect to and utilize the Township System, the Township will need to design and construct a Force Main, Sewage Lift Station and Flow Meter and related appurtenances as further detailed in Section 5 below (the “Project”). The Project components are described in **Exhibit B**. The route and course of the Project is set forth in **Exhibit C**.

H. The Michigan Constitution of 1963, Article 7, § 28, the Urban Cooperation Act of 1967, as amended, being MCL 124.501, et. seq. (“Act 7”), and Section 11a of the Revised School Code, 1976 PA 451, as amended (MCL 380.11a), authorizes political subdivisions to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with which each might exercise separately.

I. Pursuant to resolutions adopted by their respective governing bodies, the Parties each have been authorized to execute this Agreement for the Services according to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, representations, warranties and agreements set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. **Conditions Precedent.** The following conditions must occur before this Agreement binds the parties, except to the extent provided herein:

A. NKSA must approve the expansion of the Township’s sewer district to include the Saddle Ridge Development and the adjoining Rockford Public School elementary school, which together constitute the Service Area.

B. Algoma Township must approve the expansion of its sewer district with the Township to include the Saddle Ridge Development and the Rockford Public School project.

C. All easements for the force main constructed herein must be obtained by the Township, including but not limited to receipt of a Permit for installation of a pipe located underneath the U.S. 131 freeway.

D. The State of Michigan’s Environment, Great Lakes and Energy (“EGLE”) must approve the Project and issue all necessary construction permits;

E. If any one of the approval conditions listed in Section 1A-D are denied, the Association and West Michigan Development agrees to reimburse all of the Township’s out of pocket legal and engineering costs attributable to the Project and, thereafter, this Agreement shall become null and void.

2. **Statement of the Authority and Purpose.** Pursuant to Act 7, the Revised School Code, and any other applicable laws of the State of Michigan, the Township and the School District and the Association and West Michigan Development enter into this Agreement to establish terms and conditions for the Township to provide Services set forth in Section 4. The Township shall provide the Services, and in exchange, the School District, West Michigan Development and/or the Association shall pay the fees and charges as set forth in Section 4 of this Agreement. In addition, the Township will construct the Project, as defined in Section 5.

3. **The Saddle Ridge System and Township Service Area, Overview.** The Service Area is shown on Exhibit A. The Project components are listed on Exhibit B. The route and course of the Project is shown on Exhibit C.

A. Following the completion of the Project (as set forth in Section 4), West Michigan Development and the Association shall transfer lien free to the Township and the Township shall accept title to and ownership of the Saddle Ridge wastewater collection and transport system only, including the lift station to be built as part of the Project.

Following the completion of the Project, the Association and/or West Michigan Development at their sole expenses shall close and remove all other portions of the Saddle Ridge System, including but not limited to the treatment plant, all of its equipment, piping and other appurtenances.

B. The Township will only provide Services within the Service Area to users within the Service Area consistent with the terms of this Agreement.

4. **Wastewater Collection and Transport Services (the “Services”).**

A. Service. The Township agrees to provide to the School District and Association wastewater collection, transport and treatment through NKSA, of all waste flows generated within the Service Area in accordance with the terms of this Agreement.

B. Metering. The Township is responsible for installation and maintenance of flow meters or a residential equivalent unit (“REU”) system for the School District and each residence in the Association or any other user in the Service Area.

C. Permits. Except as otherwise provided in this Agreement, each Party is responsible for the procurement of any and all permits, warranties, easements, licenses, and other similar approvals and consents necessary to operate and maintain that Party’s respective activities herein

D. Compliance with State and Federal Law and Regulations. The Township and/or NKSA will establish, provide and implement system operation and maintenance related programs, studies, reports, testing, sampling, inspections and surveys in accordance with County, State, and Federal mandates and directives upon completion of the Project.

E. Wastewater Treatment. The Township agrees to accept wastewater flow from the Service Area, as limited by this Agreement and to obtain treatment of that wastewater flow from the NKSA and to bill each homeowner in the Association and the School District based on either metered flow or an REU system. The Services shall be provided to the School District and homeowners in the Association on the same terms as they are provided to other users within the Township except where expressly identified herein.

F. Ordinance Compliance. School District and Association Agree to comply with the requirements of the Township’s sewer ordinance.

5. **Sewer Facilities: Approval, Construction, Maintenance, Permitting, and Operation.**

A. Project. Following the Effective Date of this Agreement, and except as provided herein, the Township will proceed to engineer, design and construct the following wastewater facilities (as described in Exhibit B, incorporated herein):

- i. A Lift Station located in the Saddle Ridge Development;
- ii. A sanitary sewage Force Main between the Saddle Ridge Sewer Service Area and the Township's existing mains as described above at Section 3.

B. Project Ownership and Payment.

- i. Following construction/installation the Township shall obtain title to the collection and transport system only of the Saddle Ridge System and retain title to the Force Main, and the Lift Station to be located within the Saddle Ridge Sewer Service Area.
- ii. The costs provided for in Section 5.A shall be paid by the Association, the School District and West Michigan Development within thirty (30) days of the Township's billing of invoices for work completed during the Project.
- iii. The Township will bill the individual Saddle Ridge homeowners and School District the System connection fees sixty (60) days before the expected turnover of the Saddle Ridge Sewer System;
- iv. Thereafter, bill the individual Saddle Ridge homeowners and the School District according to the monthly operating charges the Township charges current users of the Township System.
- v. In the event that the former transport and collection system being turned over to the Township, which excludes the proposed Lift Station and Force Main, needs a major repair (defined for this paragraph as a single project of more than \$10,000) within twenty-five (25) years of the turnover date, the Saddle Ridge homeowner and School District shall be billed a proportionate share of the repair on their water and sewer bills.

C. Plans. Following the Effective Date of this Agreement, the Township shall instruct and direct its engineer to prepare plans and specifications for the Project along with an estimated cost for the Project. The plans and specifications shall be designed to comply with all applicable laws and requirements. Upon completion of the plans and specifications, copies of such plans shall be submitted to West Michigan Development, the Association and the School District for their review and approval.

D. Construction. The Township will proceed to bid out and award the Project. The Township or its agents shall be responsible to oversee the construction of the Project and shall be responsible to pay for the Project, subject to reimbursement as stated above in Section 5.B(ii).

E. Obligation to Construct and Standard of Construction. The Township will diligently complete (directly and through its contractors) all work comprising the Project skillfully, in a good and reasonable manner, in compliance with all applicable codes and laws, and in conformance with the approved plans and specifications.

F. Construction Permits, Approvals. Prior to initiating any work on the Project, the Township shall obtain and/or have in place all permits and regulatory, governmental, or other approvals required to complete the Project and must obtain, have in place, or (such as, for contractors who must have certain insurance coverage) confirmed that the responsible party has obtained or has in place all insurance policies and coverages required under this Agreement.

G. ROW Safety. The Township and its contractors will comply with all directions of the Michigan Department of Transportation and Kent County Road Commission in working within the rights of way as part of the Project. The Township and its contractors will comply with all applicable laws, safety regulations, and guidance, and will provide adequate marking and signage to prevent the interaction of all traffic (vehicular, pedestrian, and otherwise) with the work comprising the Project, and potentially unsafe conditions (e.g., an open trench, equipment, etc.).

H. Contractors Insurance - Project.

- i. Coverage. The Township will require its contractors performing any work related to the Project to have in place and maintain the following *minimum* insurance coverages:

Workman's Compensation: Statutory Coverage

Bodily Injury and Property Damage Other Than Automobile:

Each Occurrence \$2,000,000

Aggregate \$3,000,000

Bodily Injury Liability and Property Damage Liability Automobile:

Bodily Injury Liability \$500,000 Each Person

Each Occurrence \$2,000,000

Property Damage Liability \$2,000,000 Each Occurrence

Combined Single Limit for Bodily Injury and Property Damage Liability

Each Occurrence \$2,000,000

- ii. Documentation. The Township will require evidence of all such insurance (e.g., certificates) from all proposed contractors with their bids. All coverages must be in place and satisfactory documentation evidencing the same must be in the possession of the Township prior to the Township entering into any contract with a contractor and prior to such contractor entering upon the public rights of way for any reason. Copies of all such documentation as set forth herein shall be provided to any party upon request. All contracts must include a provision stating that failure of that

contractor to submit the required documentation upon demand, or failure to keep insurance current, will result in termination of the applicable contract.

I. Maintenance. The Township, through its NKSA contract, will be responsible for operating and maintaining the new Force Main and lift station and the existing Saddle Ridge wastewater transport system after it is conveyed to the Township consistent with Section 3.A.

J. Liability and Claims. Each Party is responsible for any and all damages and claims, including administrative sanctions, penalties, and/or claims for damages to persons or property associated with any action or inactions related to that Party's respective responsibilities under this Agreement. If it appears that both Parties may be responsible, the Parties shall endeavor to allocate responsibility between the Parties and present a common defense. No Party shall have a right of indemnification against the other Party. It is understood that the operations of the Township System is a governmental function. Each Party retains all rights, privileges and immunities as provided by law, and nothing in this Agreement shall be deemed a waiver of governmental immunity as provided by law.

K. Indemnification. Notwithstanding the Township's obligations in Section 5.J, all parties recognize that the Township is undertaking this Project for the benefit of the School District, West Michigan Development and the Association. As a result, for twenty-five (25) years following the Effective Date West Michigan Development, the School District and the Association agree to defend and indemnify the Township from any claim or liability associated with the operation of the Saddle Ridge System prior to the completion of the Project, as well as any future liability associated with the operation of the Saddle Ridge System or the closure and removal of the Saddle Ridge System's treatment and holding tank systems, all equipment and any appurtenances.

6. Term and Amendment. This Agreement shall be effective as of the Effective Date and shall continue until the Project is complete, except that all the provisions in Section 5.J and 5.K will survive the termination of this Agreement.

7. **Notices.**

A. Notice under this Agreement must be in writing.

B. Notice is effective upon receipt.

C. Notice must be delivered to the respective party at the following addresses via certified US Mail or personal delivery.

If to the Township:

If to the School District:

Rockford Public Schools
Attn: Assistant Superintendent, Finance
350 Main Street
Rockford, Michigan 49341
mcuneo@rockfordschools.org
(As of 10/1/2023 Michael Cuneo is the Assistant Superintendent,
Finance)

With a copy to:

Rockford Public Schools
Attn: Superintendent of Schools
350 Main Street
Rockford, Michigan 49341
smatthews@rockfordschools.org
(As of 10/1/2023 Dr. Steven Matthews is the Superintendent of
Schools)

If to the Association:

Mr. Brett Gorby
President

_____, Michigan _____
brettgorby@hotmail.com

If to West Michigan Development Company:

Mr. Michael A. McGraw
CEO
1188 E. Paris Ave. Suite 100
Grand Rapids, Michigan 49546
mcgraw@eastbrookhomes.com

8. **Default Provisions.** Except in the event of an emergency, in the event that either Party commits a material breach of this Agreement, the Party alleging the breach shall give written notice of the breach to the other Party within a reasonable time of discovering the breach. The Party in breach shall be given 30 days to cure the breach. If the Party in breach fails to cure the breach, the non-breaching Party may declare the Agreement in default and, subject to the Dispute Resolution process set forth in Section 9 below, pursue all available legal remedies, including termination of this Agreement for cause.

9. **Dispute Resolution.** Except as provided herein, any and all claims alleging breach of contract shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association (“AAA”), with either all parties agreeing to an arbitrator or AAA assigning a qualified arbitrator. Pursuant to the court rules of Michigan, any decision of the arbitrator can be entered as a judgment in a state court of competent jurisdiction.

10. **Assignment.** This Agreement is assignable only upon the mutual written and signed consent of all of the Parties.
11. **Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument
12. **No Joint Venture or Third-Party Beneficiaries.** No joint venture is created by this Agreement or the tasks provided for herein and there are no third-party beneficiaries to this Agreement nor is it the intent of the Parties that any third-party beneficiary rights of any kind or nature shall accrue hereunder. Without limiting the foregoing, the parties acknowledge and agree that only the Saddle Ridge Sewer System Service Area is intended to be served as a result of this Agreement.
13. **Affirmation.** The signatories affirm that they are able to bind their respective parties.
14. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties. All prior understandings and agreements are specifically merged herein. Any amendment must be in a like writing, formally approved by all parties.
15. **Captions.** The captions appearing under the terms of this Agreement are for convenience purposes only and do not in any way limit or amplify the terms or provisions of this Agreement; provided, however, that the recitals set forth above are intended to constitute an integral part of this Agreement.
16. **Applicable Law.** The Agreement shall be construed and interpreted according to the laws of the State of Michigan.
17. **Saving Clause.** If any term of this Agreement is found to be void, invalid, or unenforceable, the validity and enforceability of the remaining terms and provisions of this Agreement shall not be affected or impaired thereby and shall continue in full force and effect.
18. **Other Agreements.** Except as provided in this Agreement, all other contracts between the parties hereto shall not be modified and shall remain in full force and effect.

[SIGNATURES AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]

**THE CHARTER TOWNSHIP OF
PLAINFIELD, a Michigan charter
township**

By: _____
Tom Coleman
Its: Supervisor

By: _____
Cathleen Postmus
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

Acknowledged before me in Kent County, _____, on _____, 2023, by Tom Coleman and Cathleen Postmus, the Supervisor and Clerk of the Charter Township of Plainfield, a Michigan charter township, to me known to be the same persons who executed the within instrument on behalf of the Charter Township of Plainfield, a Michigan charter township, and who acknowledge the same to be the free act and deed of the Charter Township of Plainfield, a Michigan charter township.

*
Notary Public, _____ County, _____
Acting in _____ County
My commission expires: _____

**ROCKFORD PUBLIC SCHOOLS,
a Michigan general power school district**

By: _____
Steven Matthews
Its: Superintendent of Schools

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On _____, 2023, before me personally appeared Steven Matthews, the Superintendent of Schools of Rockford Public Schools, a Michigan general powers school district, to me known to be the same person who executed the within instrument on behalf of the Rockford Public Schools , a Michigan general powers school district, and who acknowledged the same to be the free act and deed of Rockford Public Schools, a Michigan general powers school district.

*
Notary Public, _____ County, _____
Acting in _____ County
My commission expires: _____

**WEST MICHIGAN DEVELOPMENT,
a Michigan corporation**

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

On _____, 2023, before me personally appeared _____, the _____ of West Michigan Development, a Michigan corporation, to me known to be the same person who executed the within instrument on behalf of West Michigan Development, a Michigan corporation, and who acknowledged the same to be the free act and deed of West Michigan Development, a Michigan corporation.

*
Notary Public, _____ County, _____
Acting in _____ County
My commission expires: _____

EXHIBIT A
Saddle Ridge Sewer Service Area

EXHIBIT B

The Project Components to be Constructed (the “Project”)

The following is a list of the components of the project to be constructed:

EXHIBIT C

Route and Course of Project



Memorandum

To: Dr. Steven Matthews, Superintendent
From: Korie Wilson-Crawford, Assistant Superintendent of Human Resources
Date: November 13, 2023
Subject: Fall 2023 Policy Updates – First Reading

With the Policy Committee’s approval, the following Fall 2023 NEOLA policy updates will be brought to the Board for a first reading on November 13, 2023.

Policy Number	Description	Revised	New	Replacement
Po1540	Administrative Staff Reductions/Recalls		X	
Po2370.01	Online/Blended Learning Program	X		
Po7217	Weapons	X		
Po7540.02	Web Accessibility, Content, Apps, and Services	X		
Po7504.03	Student Technology Acceptable Use and Safety	X		
Po7404.04	Staff Technology Acceptable Use and Safety	X		
Po8531	Free and Reduced-Price Meals	X		
Po9130	Public Complaints	X		

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



Policy Committee Meeting

Fall Policies

Date: October 18, 2023

Time: 8:00 AM

1. Welcome
2. Fall Policies Discussion
3. Other Questions
4. Adjournment

Book Policy Manual
Section Ready for the Board
Title Vol. 38, No. 1 - September 2023 New ADMINISTRATIVE STAFF REDUCTIONS/RECALLS
Code po1540
Status

New Policy - Vol. 38, No. 1

1540 - ADMINISTRATIVE STAFF REDUCTIONS/RECALLS

It is the policy of this Board of Education that all personnel decisions shall be based on retaining effective administrators in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position, as well as for hiring after such reductions/position eliminations or recall to vacant positions. Length of service or tenure status may only be considered when all other factors are considered equal amongst the potentially affected administrators.

The effectiveness of administrators shall be measured in accordance with the District's performance evaluation system developed under Section 1249 of the School Code.

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Legal PA 102, 2011
M.C.L. 380.1248

Book	Policy Manual
Section	Ready for the Board
Title	Vol. 38, No. 1 - September 2023 Revised ONLINE/BLENDED LEARNING PROGRAM
Code	po2370.01 replacement
Status	
Adopted	June 22, 2015

Revised Policy - Vol. 38, No. 1

2370.01 - ONLINE/BLENDED LEARNING PROGRAM

The District shall provide eligible students the option of participating in online or blended learning courses. The purpose of the program is to make instruction available to eligible students using online and distance education technology in both traditional and nontraditional classroom settings. The District must make all eligible students and their parents or guardians aware of this program.

A. Definitions

- 1. Online Learning** - Means a course of study that is capable of generating a credit or a grade, that is provided in an interactive internet-connected learning environment, in which students and their teachers are separated by time or location, or both, and in which the teacher is responsible for determining appropriate instructional methods for each student, diagnosing learning needs, assessing student learning, prescribing intervention strategies, reporting outcomes, and evaluating the effects of instruction and support strategies.
- 2. Blended Learning** - A hybrid instructional delivery model where students are provided content, instruction, and assessment in part at the classroom, with a teacher, and in part through internet-connected learning environments with some degree of student control over time, location, and pace of instruction.

B. Program Eligibility

The District shall offer a program for students in:

- K through twelve (12).
- Grades six (6) through twelve (12).
- Grades _____.

The District may offer a full-time or part-time program for grades nine (9) through twelve (12) students enrolled in dropout prevention, academic intervention, core courses to meet graduation requirements, or dual enrollment programs.

C. Student Eligibility

- ~~1. Students eligible for the District online/blended learning program must meet at least one (1) of the following conditions:~~
 - ~~a. The student has spent the prior school year in attendance at a public school in this State and was enrolled and reported by a public school district.~~
 - ~~b. The student is a dependent child of a member of the United States Armed Forces who was transferred within the last twelve (12) months to Michigan from another state or foreign country pursuant to the parent's permanent change of station orders.~~
- ~~2. Only students enrolled in grades six (6) through twelve (12) are eligible to enroll in an Online Learning course. Students in grades K through five (5) are only eligible to participate in Blended Learning Courses.~~

D. Course Availability and Access

- The District shall provide access to enroll and participate in the available courses and shall award credit, as may be appropriate, for successful completion. Access shall be available to eligible students during or after the school day and during summer school enrollment. The District will provide at least one (1) of the following:
 - a. Online Learning, pursuant to the requirements set forth in Pupil Accounting Manual 5-O-D.

- b. (x) Virtual Learning, pursuant to the requirements set forth in Pupil Accounting Manual 5-O-A.
 - c. (x) Independent Study, pursuant to the requirements set forth in Pupil Accounting Manual 5-O-A.
2. The District shall enroll an eligible student in up to two (2) online courses as requested by the student during an academic term, semester, or trimester. Consent from the student's parent or legal guardian must be obtained for students under the age of eighteen (18), except that permission shall not be required if the course is being provided as permitted by M.C.L. 388.1621f(14), which allows a district to provide online instruction for not more than fifteen (15) days per school year under specific circumstances.
3. A student may enroll in more than two (2) virtual courses in a specific academic term, semester, or trimester if both of the following conditions are met:
- a. The District has determined that it is in the best interest of the student.
 - b. The student agrees with the recommendation of the District.
4. The District will provide two (2) or fewer courses per semester in grades K through five (5) and one (1) or more courses per semester in grades six (6) through twelve (12). If students are taking more than two (2) courses per semester, the guidance found in the Pupil Accounting Manual 5-0- B shall be followed and seat time waivers obtained.
5. An eligible student may enroll in an online course published in the District online course syllabus, as described in section 8 below, or the State-wide catalog of online courses maintained by the Michigan Virtual University virtual university.
6. The District may deny a student enrollment in an online course if any of the following apply, as determined by the District:
- a. The student is enrolled in any of grades K to five (5).
 - b. The student has previously gained the credits provided from the completion of the online course.
 - c. The online course is not capable of generating academic credit.
 - d. The online course is inconsistent with the remaining graduation requirements or career interests of the student.
 - e. The student has not completed the prerequisite coursework for the requested virtual course or has not demonstrated proficiency in the prerequisite course content does not possess the prerequisite knowledge and skills to be successful in the online course or has demonstrated failure in previous online coursework in the same subject.
 - f. The online course is of insufficient quality or rigor. If the District denies a student enrollment for this reason, the District shall make a reasonable effort to assist the student in finding to find an alternative course in the same or a similar subject that is of acceptable rigor and quality.
 - g. The cost of the virtual course causes the District to exceed the target foundation allowance percentage.
 - h. The request for a virtual course enrollment was not made in the academic term, semester, trimester, or summer preceding the enrollment. This subsection does not apply to a request made by a student who is newly enrolled in the District.
 - i. If a student is denied enrollment in an online course by the District, the student may appeal the denial by submitting a letter to the Kent Intermediate School District (KISD) Superintendent_____. The appeal must include the reason provided by the District for not enrolling the student and the reason why the student is claiming that the enrollment should be approved.
- The KISD Superintendent_____ shall respond to the appeal within five (5) days after it is received. If the KISD Superintendent_____ determines that the denial of enrollment does not meet one (1) or more of the reasons specified in this subsection ~~4(E) i. vi.~~, the District shall allow the student to enroll in the online course.
7. An online learning student shall have the same rights and access to technology in his/her District's school facilities as all other students enrolled in that District.
8. If a student successfully completes an online course, as determined by the District, the District shall grant appropriate academic credit for completion of the course and shall count that credit toward completion of graduation and subject area requirements. A student's school record and transcript shall identify the online course title as it appears in the online course syllabus.
9. The enrollment of a student in one (1) or more online courses shall not result in a student being counted as more than 1.0 full-time equivalent student under this act.

E. ~~Nonresident Applicants~~

- 1. ~~The District shall determine whether or not it has the capacity to accept applications for enrollment from nonresident applicants in online courses and may use that limit as the reason for refusal to enroll an applicant.~~

2. If the number of nonresident applicants eligible for acceptance in an online course does not exceed the capacity of the District to provide the online course, the District shall accept for enrollment all of the nonresident applicants eligible for acceptance.
3. If the number of nonresident applicants exceeds the District's capacity to provide the online course, the District shall use a random draw system.
4. The District shall determine whether or not it has the capacity to accept applications for enrollment from nonresident applicants in online courses and may use that limit as the reason for refusal to enroll an applicant.

F. Requirements Specific to Online Learning Courses

To offer an online course, the District must:

1. Provide the Michigan Virtual University virtual university with the course syllabus in a form and method prescribed by the Michigan Virtual University virtual university for inclusion in a State-wide online course catalog.
2. Provide on its publicly accessible website a link to the course syllabi for all of the online courses offered by the District, as described in section 8, and a link to the State-wide catalog of online courses maintained by the Michigan Virtual University virtual university.
3. Assign to each student a teacher of record.
4. Offer the online course on an open entry and exit method, or aligned to a semester, trimester, or accelerated academic term format.

G. Online Course Syllabus

The District must publish an online course syllabus for each online course offered. The online course syllabus must include:

1. An alignment document showing how the course meets applicable State academic standards addressed in an online course.
2. Online course content outline.
3. Online course required assessments.
4. Online course prerequisites.
5. Expectations for actual teacher contact time with the online learning student and other student-to-teacher communications.
6. Academic support available to the online learning student.
7. Online course learning outcomes and objectives.
8. Name of the institution or organization providing the online content.
9. Name of the institution or organization providing the teacher of record online instructor.
10. The course titles assigned by the provider and the course titles and course codes from the National Center for Education Statistics school codes for the exchange of data.
11. Number of eligible nonresident students that will be accepted by the District in the online course. This may include limiting enrollment to students enrolled in the District.
12. Results of the online course quality review using the guidelines and model review process published by the Michigan Virtual University virtual university.

M.C.L. 388.1621f

Michigan Department of Education Guidance on Best Practices as Defined in M.C.L. 388.1621f

~~Michigan Department of Education Guidance on Best Practices as Defined in M.C.L. 388.1622f~~

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M.C.L. 388.1621f

Michigan Department of Education Guidance on Best Practices as Defined in M.C.L. 388.1621f

Book	Policy Manual
Section	Ready for the Board
Title	Copy of WEAPONS
Code	po7217
Status	
Adopted	June 22, 2015
Last Revised	July 11, 2016

7217 - WEAPONS

The Board prohibits visitors from possessing, storing, making or using a weapon in any setting that is under the control and/or supervision of the Board and/or District including, but not limited to, property leased, owned or contracted for by the Board, a District sponsored event or in a District-owned vehicle.

The Board has a constitutional and statutory obligation to provide a free and appropriate education to all students who qualify. This includes the obligation to provide a safe and secure learning environment. The presence of dangerous weapons on District property or at District-sponsored events, except under very controlled circumstances, creates a potentially dangerous situation for students, staff, and visitors and may trigger precautionary safety responses which disrupt the educational process and learning environment for students.

The Board, therefore ~~prohibits, concludes that prohibiting~~ weapons on District property and at District-sponsored events ~~is due to~~ reasonably related to legitimate educational concerns, including the ability to provide a safe and secure learning and social environment for its students and controlling and minimizing disruptions to the educational process.

Federal law establishes a "Weapon-Free School Zone" that extends 1,000 feet from the boundary of any District property.

The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, "a firearm, dagger, dirk, stiletto, knife with a blade over three (3) inches in length, pocket knife opened by a mechanical device, iron bar, brass knuckles" or other devices designed to or likely to inflict bodily harm, including, but not limited to, spring, air, and gas-powered guns (whether loaded or unloaded) that will expel a BB, pellet, or paint-balls, and explosive devices or any other weapon described in 18 U.S.C. 921. The term "firearm" is defined as: a) any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of the explosive; b) the frame or receiver of any such weapon; c) any firearm muffler or firearm silencer; or d) any destructive device. Such term does not include an antique firearm.

This prohibition applies regardless of whether the visitor is otherwise authorized by law to possess the weapon, including if the visitor holds a concealed weapons permit. The following are the exceptions to this policy:

- A. weapons under the control of law enforcement personnel;
- B. items approved by a Principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved (working firearms and ammunition shall never be approved);
- C. theatrical props that do not meet the definition of "weapon" above used in appropriate settings;
- D. starter pistols used in appropriate sporting events.

These restrictions shall not apply to:

- A. A parent of a student of the District carrying or in possession of a concealed weapon while in a vehicle on District property if ~~s/he~~ the parent or legal guardian is dropping the student off at school or picking up the student from school, if ~~s/he~~ the parent is properly licensed to carry a concealed weapon.
- B. A county corrections officer, a member of a sheriff's posse, a police or sheriff's reserve or auxiliary officer or a State Department of Corrections parole or corrections officer, a private investigator, a Michigan State Police motor carrier officer or Capitol security officer, a state court judge or a security officer required by the employer to carry a concealed weapon while on the premises, a parole, probation or corrections officer or absconder recovery unit member of the Department of Corrections, if that individual has obtained a Michigan Department of Corrections weapons permit.
- C. A retired police or law enforcement officer, a retired federal law enforcement officer, ~~or~~ a retired state court judge, a retired corrections officer of a county sheriff's department, if that individual has received county sheriff approved weapons training, ~~or~~ a retired parole, probation or corrections officer or retired absconder recovery unit member of the Department of Corrections, if that individual has obtained a Michigan Department of Corrections weapons permit.

The Superintendent may refer a visitor who violates this policy to law enforcement officials and may take any steps necessary to exclude the visitor from District property and District-sponsored events.

The Superintendent shall take the necessary steps to prosecute for a violation of the Weapon-Free School Zone.

Revised 12/14/15

Michigan Gun Owners. Inc. v. Ann Arbor Public Schools

Michigan Open Carry, Inc. v. Clio Area School District

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Legal

18 U.S.C. 922

M.C.L. 28.425o, 123.1101, 750.222

20 U.S.C. 4141(g)

Book	Policy Manual
Section	Vol. 37, No. 2 - Technology - February 2023
Title	Vol. 37, No. 2 - Technology - February 2023 Revised WEB ACCESSIBILITY, CONTENT, APPS, AND SERVICES
Code	po7540.02 tabled
Status	
Adopted	June 22, 2015
Last Revised	February 25, 2019

Revised Policy - Vol. 37, No. 2

7540.02 - WEB ACCESSIBILITY, CONTENT, APPS, AND SERVICES

A. Creation of Content for Web Pages/~~Websites~~Sites, Apps, and Services

The Board of Education authorizes staff members () and students **[END OF OPTION]** to create content, apps and services (see Bylaw 0100 Definitions) that are hosted by the Board on its servers or District-affiliated servers (i.e., servers the Board pays to use or otherwise sanctions the use of) and/or published on the Internet.

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

[NOTE: CHOOSE ONE (1), BOTH, OR NONE OF THE FOLLOWING OPTIONS.]

Student-created content, apps, and services are subject to Policy 5722 - School-Sponsored ~~Student~~ Publications and Productions.

The creation of content, apps, and services by students must be done under the supervision of a professional staff member.

[END OF OPTIONS]

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

The purpose of content, apps, and services ~~covered by this policy hosted by the Board on its servers or District-affiliated servers~~ is to educate, inform, and communicate. The following criteria shall be used to guide the development of such content, apps, and services:

1. Educate

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

2. Inform

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

3. Communicate

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

The information contained on the Board's website(s) should reflect and support the Board's Mission Statement, Educational Philosophy, and ~~the~~ School Improvement Process.

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

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

1. include statements or other items that support or oppose a candidate for public office, the investigation, prosecution, or recall of a public official, or passage of a tax levy or bond issue;
2. link to a website of another organization if the other website includes such a message; or
3. communicate information that supports or opposes any labor organization or any action by, on behalf of, or against any labor organization.

Under no circumstances is staff member-created content, apps, and services, including personal web pages/websites, to be used to post student progress reports, grades, class assignments, or any other similar class-related material. Employees are required to use the Board-specified website, app, or service (e.g., **[Progressbook/PowerSchool/Infinite Campus]**) for the purpose of conveying information to students and/or parents.

Staff members are prohibited from requiring students to go to the staff member's personal web pages/websites (including, but not limited to, their Facebook, Instagram, Pinterest pages, **YouTube Channel(s), or TikTok sites**) to check grades, obtain class assignments and/or class-related materials, and/or to turn in assignments.

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

Unless the content, apps, and services ~~contains~~ **contains** student personally-identifiable information, Board websites, apps, and web services that are created by students and/or staff members that are posted on the Internet should not be ~~password-protected~~ **password-protected** or otherwise contain restricted access features, whereby only employees, student(s), or other limited groups of people can access the site. Community members, parents, employees, staff, students, and other website users will generally be given full access to the Board's website(s), apps, and ~~web~~ services.

Web content, apps and web services should reflect an understanding that both internal and external audiences will be viewing the information.

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

The Superintendent shall prepare administrative guidelines defining the rules and standards applicable to the use of the Board's website and the creation of web content, apps, and web services by staff () and students **[END OF OPTION]**.

The Board retains all proprietary rights related to the design of ~~and content for its website(s)~~ **web content**, apps, and web services ~~that are hosted on Board owned or District affiliated servers~~, absent written agreement to the contrary.

~~In order for a student's school work (i.e., work that is created in a class, at school, or as part of a school-sponsored extracurricular activity) to be displayed on the Board's website, the student (who is eighteen (18) years of age or older) or the student's parent (if the student is seventeen (17) years of age or younger) must provide written permission and expressly license its display without cost to the Board. Students who want their class work to be displayed on the Board's website must have written parent permission and expressly license its display without cost to the Board.~~

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

C. Website Accessibility

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

~~This policy reflects the Board's commitment and The District adopts this policy to fulfill this commitment and affirm its intention to comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, 34 C.F.R. Part 104, and Title II of the Americans With Disabilities Act of 1990, 42 U.S.C. Section 12131, and 28 C.F.R. Part 35 in all respects.~~

1. Technical Standards

The District will adhere to the technical standards of compliance identified at **[insert link to District website]**. The District measures the accessibility of online content and functionality according to the World Wide Web Consortium's (W3C's) Web Content Accessibility Guidelines (WCAG) 2.0 Level , and the Web Accessibility Initiative - Accessible Rich Internet Applications Suite (WAI-ARIA 1.1) for web content.

() **[insert another acceptable standard selected by the District - e.g., the Section 508 Information and Communication Technology Accessibility Standards published by the U.S. Access Board, which serves as the standards the Federal government uses for its own websites]**.

[DRAFTING NOTE: While OCR currently (as of December 2022) recommends WCAG 2.0 Level AA, WCAG 2.1 is gradually becoming the standard courts cite as the ADA accessibility standard that public entities should use for websites, mobile applications, and digital content compliance. Further, W3C published a working draft of WCAG 2.2 in August 2020 and a Candidate Recommendation draft of WCAG 2.2 in

September 2022; a final version of WCAG 2.2 is expected to be released in early 2023. The W3C states that WCAG 2.0 and 2.1 remain its recommendation, but version 2.2 should be used to maximize future applicability of accessibility efforts. The W3C also encourages the use of the most current version of WCAG when developing or updating Web accessibility policies.~~OGR recommends WCAG 2.0 Level AA.~~

2. Web Accessibility Coordinator

The Board designates its () Section 504/ADA Compliance Coordinator(s) () Technology Director () _____ **[END OF OPTIONS]** as the District's Web Accessibility Coordinator(s). That individual(s) is/are is responsible for coordinating and implementing this policy.

[SELECT OPTION #1 OR #2]

[OPTION #1]

See Board Policy 2260.01 for the Section 504/ADA Compliance Coordinator(s)' contact information.

[OPTION #2]

The District's Web Accessibility Coordinator(s) can be reached at:

[INSERT NAME or TITLE, ADDRESS, E-MAIL, PHONE]

[END OF OPTIONS]

3. Third Party Content

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

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

- a. recognized news/media outlets (e.g., local newspapers' websites, local television stations' websites); or
- b. websites, services, and/or apps that are developed and hosted by outside vendors or organizations that are not part of the District's program, benefits, or services.

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

4. Regular Audits

The District, under the direction of the Web Accessibility Coordinator(s) or his/her/their designees, will, at regular intervals, audit the District's online content and measure this content against the technical standards adopted above.

[OPTION]

This audit will occur no less than once every two (2) years.

[END OF OPTION]

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

5. Reporting Concerns or Possible Violations

If a person accessing the District's website(s), apps, or services (e.g., a student, prospective student, employee, guest, or visitor) ("user") believes that the District has violated the technical standards identified above in its online content, the user may contact a/the Web Accessibility Coordinator with any accessibility concerns. The user may also file a formal complaint utilizing the procedures set out in Board Policy 2260.01 relating to Section 504 and Title II if any student, prospective student, employee, guest, or visitor believes that the District has violated the technical standards in its online content, s/he may contact the Web Accessibility Coordinator with any accessibility concerns. S/he may also file a formal complaint utilizing the procedures set out in Board Policy 2260 and Policy 2260.01 relating to Section 504 and Title II.

D. Instructional Use of Apps and Web Services

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

[SELECT OPTION #1 or #2]

[OPTION #1]

The Board requires the Superintendent _____ pre-approve each app and/or web service that a teacher intends to use to supplement and enhance student learning. To be approved, the app and/or web service must have a FERPA-compliant privacy policy, as well as comply with all requirements of the Children's Online Privacy Protection Act (COPPA), Student Online Personal Protection Act (SOPPA), and the Children's Internet Protection Act (CIPA) and Section 504 and the ADA.

[END OF OPTION #1]

[OPTION #2]

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

[END OF OPTION #2]

The Board further requires the use of a Board-issued e-mail address in the login process prior written parental permission for a student seventeen (17) years of age or younger to use the to use a student's personal e-mail address in the login process.

E. Training

The District will provide annual periodic training for its employees who are responsible for creating web content or distributing information online or distributing information with online content so that these employees are aware of this policy and understand their roles and responsibilities with respect to web design and creation and/or uploading of design, documents and multimedia content.

F. One-Way Communication Using District Website(s), Content, Apps, and Services

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

Such communications constitute public records that will be archived.

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

If the District uses an app and/or web service that does not allow the District to block or deactivate public comments (e.g., Facebook, which does not allow comments to be turned off, or Twitter, which does not permit users to disable private messages or mentions/replies), the District's use of that app and/or service apps and web service will be subject to Policy 7544 – Use of Social Media unless the District is able to automatically withhold all public comments.

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

[DRAFTING NOTE: Districts are advised to adopt a new category of records that covers such "hidden public comments" on social media. Unless dictated by State law, retention periods established by the district for such unsolicited communications should be limited.]

Book	Policy Manual
Section	Ready for the Board
Title	Vol. 38, No. 1 - September 2023 Revised STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY
Code	po7540.03 currently tabled from spring update
Status	
Adopted	June 22, 2015
Last Revised	November 27, 2017

Revised Policy - Vol. 38, No. 1

7540.03 - STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY

Technology directly affects the ways in which information is accessed, communicated, and transferred in society. Educators are expected to continually adapt their means and methods of instruction, and the way they approach student learning, to incorporate the latest technologies. The Board of Education provides Information & Technology Resources (as defined in Bylaw 0100) (collectively, "District Information & Technology Resources") to support the educational and professional needs of its students and staff. With respect to students, District Information & Technology Resources afford them the opportunity to acquire the skills and knowledge to learn effectively and live productively in a digital world. The Board provides students with access to the Internet for educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students. The District's computer network and Internet system does not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its stated educational purpose.

The Board regulates the use of District Information & Technology Resources in a manner consistent with applicable local, State, and Federal laws, the District's educational mission, and articulated expectations of student conduct as delineated in the Student Code of Conduct. This policy and its related administrative guidelines and the Student Code of Conduct govern students' use of District Information & Technology Resources and students' personal communication devices when they are connected to District Information & Technology Resources, including online educational services/apps, regardless of whether such use takes place on or off school property (see Policy 5136).

Students are prohibited from using District Information & Technology Resources to engage in illegal conduct (e.g., libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, etc.) or conduct that violates this Policy and its related administrative guidelines and the Student Code of Conduct (e.g., making personal attacks or injurious comments, invading a person's privacy, etc.). Nothing herein, however, shall infringe on students' First Amendment rights. Because its Information & Technology Resources are not unlimited, the Board may institute restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Students have no right or expectation to privacy when using District Information & Technology Resources (including, but not limited to, privacy in the content of their personal files, messages/e-mails, and records of their online activity).

While the Board uses various technologies to limit students using its Information & Technology Resources to only use/access online educational services/apps and resources that have been pre-approved for the purpose of instruction, study, and research related to the curriculum, it is impossible to prevent students from accessing and/or coming in contact with online content that has not been pre-approved for use by students of certain ages. It is no longer possible for educators and community members to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them) when significant portions of students' education take place online or through the use of online educational services/apps.

Pursuant to Federal law, the Board implements technology protection measures that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act (CIPA). At the discretion of the Board or the Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate, and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using District Information & Technology Resources if such disabling will cease to protect against access to materials that are prohibited under CIPA. Any student who attempts to disable the technology protection measures will be disciplined.

The Superintendent or _____ may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material if access to such sites has been mistakenly, improperly, or inadvertently blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures.

Parents are advised that a determined user may be able to gain access to online content and/or services/apps that the Board has not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to content that they and/or their parents may find inappropriate, offensive, objectionable, or controversial. Parents of minors are responsible for setting and conveying the standards that their children should follow when using the Internet.

Principals are responsible for providing training so that students under their supervision are knowledgeable about this policy and its accompanying guidelines.

Pursuant to Federal law, students shall receive education about the following:

- A. safety and security while using e-mail, chat rooms, social media, and other forms of direct electronic communications;
- B. the dangers inherent with the online disclosure of personally identifiable information;
- C. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc.), cyberbullying, and other unlawful or inappropriate activities by students online; and
- D. unauthorized disclosure, use, and dissemination of personally-identifiable information regarding minors.

Staff members shall provide guidance and instruction to their students regarding the appropriate use of District Information & Technology Resources and online safety and security as specified above. Additionally, such training shall include, but not be limited to, education concerning appropriate online behavior including interacting with others on social media, including in chat rooms, and cyberbullying awareness and response. Furthermore, staff members will monitor the online activities of students while they are at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions, sessions, or use of specific monitoring tools to review browser history and network, server, and computer logs. **[END OF OPTION]**

All students who use District Information & Technology Resources (and their parents if they are minors) are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines. (See Form 7540.03 F1)

In order to keep District Information & Technology Resources operating in a safe, secure, efficient, effective, and beneficial manner to all users, students are required to comply with all District-established cybersecurity procedures () including, but not limited to, the use of multi-factored authentication for which they have been trained **[END OF OPTION]**. Principals are responsible for providing such training on a regular basis and measuring the effectiveness of the training.

Students will be assigned a District-provided school e-mail account that they are required to utilize for all school-related electronic communications, including those to staff members, peers, individuals, and/or organizations outside the District with whom they are communicating for school-related projects and assignments. () Further, as directed and authorized by their teachers, they shall use their school-assigned e-mail account when signing-up/registering for access to various online educational services/apps. **[END OF OPTION]**

Students are responsible for good behavior when using District Information & Technology Resources – i.e., behavior comparable to that expected of students when they are in physical classrooms and school buildings and at school-sponsored events. Because communications on the Internet are often public in nature, general school rules for behavior and communication apply. The Board does not approve any use of its Information & Technology Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines.

[NOTE: If language about social media is added to Policy 7540, it is recommended that the following optional language be added to this policy.]

Students may only use District Information & Technology Resources to access or use social media if it is done for educational purposes in accordance with their teacher's approved plan for such use. **[END OF OPTION]**

Use of Artificial Intelligence/Natural Language Processing Tools For School Work

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

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

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

As outlined above, under appropriate circumstances, AI/NLP tools can be effectively used as a supplement to and not a replacement for traditional learning methods. Consequently, with prior teacher permission/consent, students can use such resources to help them better understand and analyze information and/or access course materials. If a student has any questions about whether they are permitted to use AI/NLP tools for a specific class assignment, they should ask their teacher.

[END OF OPTION]

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of District Information & Technology Resources that are not authorized by this policy and its accompanying guidelines.

The Board designates the Superintendent and _____ as the administrator(s) responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to students' use of District Information & Technology Resources.

Cross References
po5500

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Legal	P.L. 106-554, Children's Internet Protection Act of 2000
	P.L. 110-385, Title II, Protecting Children in the 21st Century Act
	18 U.S.C. 1460
	18 U.S.C. 2246
	18 U.S.C. 2256
	20 U.S.C. 6777, 9134 (2003)
	20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)
	47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)
	47 C.F.R. 54.500 - 54.523
Cross References	po5500 - STUDENT CONDUCT

Book	Policy Manual
Section	Vol. 37, No. 2 - Technology - February 2023
Title	Vol. 37, No. 2 - Technology - February 2023 Revised STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY
Code	po7540.04 tabled
Status	
Adopted	June 22, 2015
Last Revised	March 25, 2019

Revised Policy - Vol. 37, No. 2

7540.04 - STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY

Technology directly affects has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. Educators are expected to continually adapt their means and methods of instruction and the way they approach student learning to incorporate the latest technologies. The Board of Education provides District Information & Technology Resources (as defined by B/Law 0100) (collectively, "District Information & Technology Resources") As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The Board of Education provides Technology and Information Resources (as defined by B/Law 0100) to support the educational and professional needs of its staff and students. The Board provides staff with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students and to facilitate the staff's work. The District's computer network and Internet system does not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its stated limited educational purpose.

The Board regulates the use of District Information & Technology and Information Resources by principles consistent with applicable local, State, and Federal laws, and the District's educational mission. This policy and its related administrative guidelines (), Policy 7544 and AG 7544 [END OF OPTION] and any applicable employment contracts and collective bargaining agreements govern the staff's use of the District's Information & Technology and Information Resources and staff's personal communication devices when they are connected to District Information & Technology Resources, including online educational services/apps, regardless of whether such use takes place on or off school property, the District's computer network, Internet connection and/or online educational services/apps, or when used while the staff member is on Board-owned property or at a Board-sponsored activity (see Policy 7530.02).

[DRAFTING NOTE: Choose the option in the preceding paragraph if above if the Superintendent recommends and the Board adopts Policy 7544.]

Staff members are prohibited from using District Information & Technology Resources to engage in illegal conduct (e.g., libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, etc.) or conduct that violates this Policy and its related administrative guidelines (e.g., making personal attacks and injurious comments, invading a person's privacy, etc.). Nothing herein, however, shall infringe on a staff member's First Amendment rights. Because District Information & Technology Resources are not unlimited, the Board may institute restrictions aimed at preserving these resources, such as placing limits on the use of bandwidth, storage space, and printers. Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Staff members have no right or expectation to privacy when using District Information & Technology and Information Resources (including, but not limited to, privacy in the content of their personal files, messages/e-mails, and records of their online activity when using the District's computer network and/or Internet connection).

Staff are expected to use District Information & Technology and Information Resources to promote educational excellence in our schools by providing students with the opportunity to develop the resource-sharing, innovation, and communication skills and tools that are essential to both life and work. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources in enriching educational activities. The instructional use of the Internet and online educational services/apps will be guided by Board Policy 2521 - Selection of Instructional Materials and Equipment.

The Internet is a global information and communication network that brings incredible education and information resources to our students. The Internet connects computers and users in the District with computers and users worldwide. Through the Internet, students and staff can access relevant information that will enhance their learning and the education process. Further, District Information & Technology Resources provide students and staff with the opportunity to communicate with other people from throughout the world. Access to such an incredible quantity and diversity of information and resources brings with it, however, certain unique challenges and responsibilities.

While the Board uses various technologies to limit the use of District Information & Technology Resources to only use/access online services/apps and resources that have been pre-approved for the purpose of instruction, study, and research related to the curriculum, it is impossible to prevent users from accessing and/or coming in contact with online content that has not been pre-approved for use by students of certain ages. It is no longer possible for educators and community members. The Board may not be able to technologically limit access through its Technology Resources to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and

~~community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them) when significant portions of students' education take place online or through the use of online educational services/apps—access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.~~

Pursuant to Federal law, the Board has implemented technology protection measures that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act (CIPA). At the discretion of the Board or Superintendent, the technology protection measures may also be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of staff members to restrict access to child pornography and other material that is obscene, objectionable, inappropriate, and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using the District Information & Technology Resources. If such disabling will cease to protect against access to materials that are prohibited under CIPAthe Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures without express written consent of an appropriate administrator will be disciplinedsubject to disciplinary action, up to and including termination.

The Superintendent or _____ may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material, if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures. () The Superintendent or _____ may also disable the technology protection measures to enable access for bona fide research or other lawful purposes. **[END OF OPTION]**

Principals are responsible for providing training so that staff under their supervision are knowledgeable about this policy and its accompanying guidelines.

Staff members will participate in professional development programs in accordance with the provisions of law and this policy. Training shall include:

- A. the safety and security of students while using e-mail, chat rooms, social media, and other forms of direct electronic communications;
- B. the inherent danger of students disclosing personally identifiable information online;
- C. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc.), cyberbullying, and other unlawful or inappropriate activities by students or staff online; and
- D. unauthorized disclosure, use, and dissemination of personally-identifiable information regarding minors.

~~Staff members shall provide guidance and instruction to their students regarding the appropriate use of District Information & Technology Resources and online safety and security as specified above. Additionally, such training shall include, but not be limited to, education concerning appropriate online behavior including interacting with others on social media, including in chat rooms, and cyberbullying awareness and response. Further, staff members shall monitor students' online activities while the students are at school. Furthermore, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above, and staff members will monitor students' online activities while at school.~~

[] Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs. **[END OF OPTION]**

The disclosure of personally identifiable information about students online is prohibited.

~~Building principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the District Technology Resources. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social media including in chat rooms, and cyberbullying awareness and response. All users of District TechnologyAll staff members who use District Information & Technology Resources are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines. (See Form 7540.04 F1)~~

In order to keep District Information & Technology Resources operating in a safe, secure, efficient, effective, and beneficial manner to all users, staff members are required to comply with all District-established cybersecurity procedures () including, but not limited to, the use of multi-factored authentication (MFA). **[END OF OPTION]** for which they have been trained. Principals are responsible for providing such training on a regular basis and measuring the effectiveness of the training.

[] Staff will be assigned a District-provided school e-mail address that they are required to useutilize for all school-related electronic communications, including those to students, parents and other constituents, fellow staff members, and vendors or individuals seeking to do business with the District. **[END OF OPTION]**

[] With prior approval from the Superintendent or _____, staff may direct students who have been issued school-assigned e-mail accounts to use those accounts when signing-up/registering for access to various online educational services/apps that the student will use, including mobile applications/apps that will be utilized by the students for educational purposes under the teacher's supervision. **[END OF OPTION]**

Staff members are responsible for good behavior when using District Information & Technology and Information Resources - i.e., behavior comparable to that expected when they are in physical classrooms, school buildings, and at school-sponsored events. Because communicationsclassrooms, school hallways, and other school premises and school-sponsored events. Communications on the Internet are often public in nature, general rules for professional behavior and communication apply. The Board does not approve any use of District Information & its Technology and Information Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines () and Policy 7544 and its accompanying procedure **[END OF OPTION]**.

[DRAFTING NOTE: Choose the preceding option ifoption above if the Superintendent recommends and the Board adopts Policy 7544.]

[NOTE: If the use of social media is authorized by Policy 7540 and Policy 7544, choose the appropriate following option to match that language]

[] Staff members may only use District Information & Technology Resources to access or use social media if it is done for educational or business-related purposes. **[END OF OPTION]**

[] Staff ~~members~~ use of District Information & Technology Resources ~~technology resources~~ to access or use social media is to be consistent with Policy 7544 and its accompanying procedure. **[END OF OPTION]**

[DRAFTING NOTE: Choose the following option to provide further direction to staff regarding the appropriate versus inappropriate use of social media.]

[] An employee's personal or private use of social media may have unintended consequences. While the Board respects its employees' First Amendment rights, those rights do not include permission to post inflammatory comments that could compromise the District's mission, undermine staff relationships, or cause a substantial disruption to the school environment. This warning includes staff members' online conduct that occurs off school property, including from the employee's private computer. Postings to social media should be done in a manner sensitive to the staff member's professional responsibilities. **[END OF OPTION]**

[] [AI/NLP TOOLS OPTIONAL LANGUAGE]

Use of Artificial Intelligence/Natural Language Processing Tools

Staff are permitted to use Artificial Intelligence and Natural Language Processing (NLP) tools (collectively, "AI/NLP tools") to accomplish their job responsibilities so long as the use is ethical, responsible, and does not violate any provisions of this policy (e.g., it does not infringe on students' or staff members' privacy rights, violate their duty to maintain confidentiality related to personally identifiable information, etc.). ~~General school rules for behavior and communication apply.~~

With respect to students, it is the Board's policy that they are required to rely on their own knowledge, skills, and resources when completing school work. In order to ensure the integrity of the educational process and to promote fair and equal opportunities for all students, except as outlined below, students are prohibited from using AI/NLP tools to complete school work. The use of AI/NLP tools without the express permission/consent of a teacher is considered to undermine the learning and problem-solving skills that are essential to a student's academic success and that the staff is tasked to develop in each student. Consequently, students are encouraged to develop their own knowledge, skills, and understanding of course material rather than relying solely on AI/NLP tools, and they are expected to ask their teachers when they have questions and/or need assistance. A student's unauthorized use of AI/NLP tools is considered a form of plagiarism and any student found using such tools without permission or in a prohibited manner will be disciplined in accordance with the Student Code of Conduct.

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

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

As outlined above, under appropriate circumstances, AI/NLP tools can be effectively used as a supplement to and not a replacement for traditional learning methods. Consequently, with prior teacher permission/consent, students can use AI/NLP tools to help them better understand and analyze information and/or access course materials. If a student has any questions about whether they are permitted to use AI/NLP tools for a specific class assignment, they should ask their teacher.

[END OF OPTIONAL LANGUAGE]

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of District Information & Technology ~~and Information~~ Resources that are not authorized by this policy and its accompanying guidelines.

The Board designates the Superintendent and _____ as the administrator(s) responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to staff ~~members~~ use of District Information & Technology ~~and Information~~ Resources.

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parental consent. See Policy 8330. Education records include a wide variety of information; posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality ~~and/or laws or~~ privacy laws related to the disclosure of ~~student or employee personally identifiable confidential employee~~ information may be disciplined.

Staff members retain rights of communication for collective bargaining purposes and union organizational activities.

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Legal P.L. 106-554, Children's Internet Protection Act of 2000
P.L. 110-385, Title II, Protecting Children in the 21st Century Act
18 U.S.C. 1460

18 U.S.C. 2246

18 U.S.C. 2256

20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)

47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)

47 C.F.R. 54.500 – 54.523

Book	Policy Manual
Section	Ready for the Board
Title	Copy of FREE AND REDUCED-PRICE MEALS
Code	po8531
Status	
Adopted	June 22, 2015

8531 - FREE AND REDUCED-PRICE MEALS

The Board recognizes the importance of good nutrition contributing to each student's educational performance.

The Board shall provide needy children with breakfast and lunch at a reduced rate or at no charge to the student.

Students eligible for free or reduced-price meals shall be determined by the criteria established by the Child Nutrition Program. These criteria are issued annually by the federal government through the Michigan Department of Education.

[DRAFTING NOTE: M.C.L. 388.1630d requires districts who receive funding to provide free school lunch and breakfast under that statute to implement a policy relating to the following. Therefore, the following option is recommended for districts that intend to apply for such funds.]

[1 Parents or guardians will be required to fill out relevant information to determine student eligibility for Federal free or reduced-cost meal reimbursement rates and CEP eligibility determinations.]

The Board designates the Food Service Director to determine, in accordance with Board standards, the eligibility of students for free and/or reduced-price meals.

The District shall annually notify all families of the availability, eligibility requirements and/or application procedure for free and reduced-price meals by distributing an application to the family of each student enrolled in the District and shall seek out and apply for such federal, state and local funds as may be applied to the District's program of free and reduced-price meals.

[DRAFTING NOTE: This section is NOT optional for districts who receive funding under M.C.L. 388.1631k]

However, in accordance with the provisions outlined in State Aid Section 31k, this procedure prohibits:

- A** the requiring of any student who cannot pay for a school meal or who has a negative meal payment balance to wear a wristband or handstamp;
- B** the requiring of any student who cannot pay for a school meal or who has a negative meal payment balance to perform chores or other work to pay for school meals;
- C** the requiring of any student to dispose of a meal after it has been served because the student is unable to pay for the meal or has a negative meal payment balance;
- D** communicating directly with a student about a student meal debt unless the District has attempted to contact, but has been unsuccessful in communicating with, a student's parent or legal guardian through telephone, mail, and email; and
- E** discussing a negative meal payment balance with a student in the presence of other students.

Legal	M.C.L. 388.1630d M.C.L. 388.1631k
	M.C.L. 380.1272 et seq.
	42 U.S.C. 1751 et seq.
	42 U.S.C. 1771 et seq.

Book	Policy Manual
Section	Ready for the Board
Title	Copy of PUBLIC COMPLAINTS
Code	po9130
Status	
Adopted	June 22, 2015

9130 - PUBLIC COMPLAINTS

Any person or group having a legitimate interest in the operations of the District shall have the right to present a request, suggestion or complaint concerning District employees, the program or the operations of the District. At the same time, the Board has a duty to protect its employees from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.

Any requests, suggestions or complaints reaching the Board, Board members and the administration shall be referred to the Superintendent for consideration according to the following procedure:

Matters Regarding a Professional Staff Member

A. First Level

If it is a matter specifically directed toward a professional staff member, the matter must be addressed initially to the concerned professional staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District administrative guidelines.

This level does not apply if the matter involves suspected child abuse, substance abuse or any other serious allegation which may require investigation or inquiry by District administrators prior to approaching the professional staff member.

B. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the professional staff member's supervisor.

C. Third Level

If a satisfactory solution is not achieved by discussion with the supervisor, a written request for a conference shall be submitted to the Assistant Superintendent of Human Resources. This request should include:

1. the specific nature of the complaint and a brief statement of the facts giving rise to it;
2. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
3. the action which the complainant wishes taken and the reasons why it is felt that such action be taken.

D. Fourth Level

Should the matter still not be resolved, or if it is gone beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a hearing by the Board.

The Board, after reviewing all material relating to the case, may provide the complainant with its written decision and/or grant a hearing before a committee of the Board.

The complainant shall be advised in writing of the Board's decision no more than five (5) business days following the next regular meeting. The Board's decision will be final on the matter and it will not provide a meeting to other complainants on the same issue.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy.

Matters Regarding the Superintendent

Should the matter be a concern regarding the Superintendent which cannot be resolved through discussion with the Superintendent, the complainant may submit a written request for a conference to the Board. This request should include:

- A. the specific nature of the complaint and a brief statement of the facts giving rise to it;
- B. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;

- C. the reason that the matter was not able to be resolved with the Superintendent;
- D. the action which the complainant wishes taken and the reasons why it is felt that such action should be taken.

The Board, after reviewing the request, may grant a hearing before the Board or a committee of the Board or refer the matter to an executive session.

The complainant shall be advised, in writing, of the Board's decision within thirty (30) business days. The Board's decision will be final and not subject to appeal.

Matters Regarding an Administrative Staff Member

Since administrators are considered members of the District's professional staff, the general procedure specified in "Matters Regarding a Professional Staff Member" shall be followed.

Matters Regarding a Support Staff Member

In the case of a support staff member, the complaint is to be directed, initially, toward the person's supervisor, and the matter then brought as required to higher levels in the same manner as prescribed for "Matters Regarding a Professional Staff Member."

Matters Regarding District Services or Operations

If the request, suggestion, complaint, or grievance relates to a matter of District procedure or operation, it should be addressed, initially, to the Superintendent and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member."

Matters Regarding the Educational Program

If the request, suggestion, complaint or grievance relates to a matter of District program, it should be addressed initially to the Principal and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member."

Matters Regarding Instructional Materials

The Superintendent shall prepare administrative guidelines to ensure that students and parents are adequately informed each year regarding their right to inspect instructional materials and the procedure for completing such an inspection. (see AG 9130A and Form 9130 F3)

If the request, suggestion, complaint, or grievance relates to instructional materials such as textbooks, library books, reference works, and other instructional aids used in the District, the following procedure shall be followed:

- A. The criticism is to be addressed to the Principal in writing and shall include:
 1. author;
 2. title;
 3. publisher;
 4. the complainant's familiarity with the material objected to;
 5. sections objected to, by page and item;
 6. reasons for objection.
- B. Upon receipt of the information, the Principal may, after advising the ~~Assistant Superintendent of Human Resources~~ of the complaint and upon the ~~Assistant Superintendent of Human Resources~~ ~~Assistant Superintendent of Instruction's~~ approval, appoint a review committee which may consist of one (1) or more professional staff members and one (1) or more lay persons knowledgeable in the area.
- C. The Superintendent shall be an ex officio member of the committee.
- D. The committee, in evaluating the questioned material, shall be guided by the following criteria:
 1. the appropriateness of the material for the age and maturity level of the students with whom it is being used;
 2. the accuracy of the material;
 3. the objectivity of the material;
 4. the use being made of the material.
- E. The material in question may be withdrawn from use pending the committee's recommendation to the Superintendent.
- F. The committee's recommendation shall be reported to the Superintendent in writing within ten (10) business days following the formation of the committee. The Superintendent will advise the complainant, in writing, of the committee's recommendation and advise the Board of the action taken or recommended.
- G. The complainant may appeal this decision, within thirty (30) business days, to the Board through a written request to the Superintendent, who shall forward the request and all written material relating to the matter to the Board.
- H. The Board shall review the case and advise the complainant in writing of its decision within ten (10) business days.

No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Board, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.

Legal

20 U.S.C. 1232h



Rockford Public Schools

Quality Community – Quality Schools
Together Building a Tradition of Excellence

RPS Board of Education Curriculum and Instruction Council

October 13, 2023

Meeting Location: Administration Building **Meeting Time:** 7:30 a.m.

Attendance: Mike Ramm, Tricia Anderson, Jarrod Folsom, Kelley Freridge, Lissa Weidenfeller (8:08-8:35), Tiffany Sjoerdsma (8:08-8:35), Larinda Fase (8:15) and Tracy Ignasiak (recorder)

Tricia called the meeting to order at 7:36 a.m.

Kelley motioned and Jarrod supported to approve the May 2023 minutes.

Moment of silence was observed.

Welcome

Mike Ramm welcomed all in attendance and shared the purpose of the Board Curriculum and Instruction Council meetings was to engage the RPS Board of Education (BOE) committee members in updates and inquiry about new and ongoing curriculum and instruction initiatives focused on improving student learning for all.

2023/24 PLC District Focus Areas

Topic Objective: Reinforce the significance and impact of the district's commitment and progress implementing the Professional Learning Communities (PLC) Model.

Details:

- The district has established two PLC focus areas for buildings to arrange professional learning.
 1. Establish and progress monitor student achievement goals for each collaborative team.
 2. Deepen the PLC Inquiry Cycle practices between each early release date.
- Each building has a guiding coalition which is made up of 2-5 teachers chosen by the principal who serve in an advisory role to support the work of building collaborative teams.
- Teachers have shown a strong understanding and commitment to using the release times each month to collaboratively align instruction, identify which and what students learned since the last time they met, and adjust instruction in a timely manner to identify student learning needs.

NWEA Testing Calendar Revision

Topic Objective: Explain the adjustment and our response to the 23/24 NWEA testing calendar due to flexibility of the new state law regarding benchmark testing.

Details:

- The state has decreased the annual NWEA testing requirements from three times a year to two. The flexibility allows districts to shape a calendar that fits needs rather than simply providing a summative overview of learning for the entire year.
- As a result, we feel that by eliminating the third test previously given in May and moving the winter test to February from January, we can use the results to respond and target content or student population trends ahead of the spring state testing in April/May.
- The district will still use our fall to fall measurement for understanding how our students are achieving compared to previous years.

Middle School Social Studies Resource Review

Topic Objective: Update the committee on the middle school social studies curriculum review process. Presenters: Lissa Weidenfeller, Principal at North Rockford Middle School and Tiffany Sjoerdsma, Instructional Coach at East Rockford Middle School.

Details:

- The district believes in ensuring a guaranteed and viable curriculum across the same courses and grade levels. In reviewing middle school social studies, opportunity existed within the current programming to target additional state content standards and increased student achievement.
- In February of 2023, the established district curriculum review process was initiated by developing a team and identifying characteristics of our social studies instruction desired state. At this time, the team has moved through the process to choose two resources to pilot in 6th-8th grade. The piloting process will begin in November.
- The district committee is expected to gather data during the piloting process and make a resource recommendation in the late winter. If possible the district intent is to launch the new social studies curriculum during the spring 2024 semester.

Secondary PROTECT Lesson Planning

Topic Objective: Inform the committee about the district's commitment to programming for students and families around topics related to their physical, social and emotional safety and well-being. Presenter: Larinda Fase, Director of Special Programs.

Details:

- The concept of implementing the Kent ISD's PROTECT program was discussed as a prevention program that provides lesson plans to equip students with knowledge that will enhance their personal boundaries, build resilience, and increase protective skills.
- RPS has had staff members participate in the certification programs. The program lessons are age- and grade-level appropriate and build upon each other.
- As we look ahead, the district's special programming team will continue to evaluate focus need areas within our student population and align a programming proposal to be considered at the next Curriculum and Instruction Committee meeting.

The meeting was adjourned at 8:40 a.m.

Rockford Public Schools
BOARD FINANCE COMMITTEE MEETING
Tuesday, October 31, 2023

The meeting began at 7:30 a.m. Present were Jake Himmelspach, Christie Ramsey, Mike Cuneo, Allison Clements, Kim Jakubiak. Guests: Dr. Steve Matthews, Carl VanderZee and Chris Meuser.

Jake Himmelspach called the meeting to order. Christie Ramsey motioned to approve the agenda and Jake Himmelspach seconded. The agenda was approved unanimously.

Proof of Concept – District Technology

What: Mike Cuneo and Carl VanderZee presented a proof of concept for district classroom technology upgrades, an update on door access controls, and an update on digital signage.

Details:

- This project includes projectors, speakers, sound systems, and cabling as part of the planned 2023 bond. Two buildings have already been completed in conjunction with new furniture.
- This proof of concept includes the completion of the rest of the buildings separate from Edgerton Trails Elementary.
- Bid package to be presented to the Board in January/February.
- There is a tech meeting every other week with Mike Ramm, Maggie Thelen, Carl VanderZee, Bob Stull, and Allison Clements to align technology with curriculum.
- Door access controls – Long term goal is to expand to all buildings.
- Current bond scope allows for door access controls to be added where construction is being performed.
- Digital signage – A proof of concept was presented for the upgrade of interior signs/monitors in secondary buildings and expansion to the elementary schools. The bid package will be presented to the Board in early 2024.

Bids for Edgerton Trails Technology

What: Mike Cuneo and Chris Meuser presented the bid package for the Edgerton Trails classroom technology and information regarding extending the fiber optic cable from RFC to Edgerton Trails.

Details:

- Edgerton Trails classroom technology – Communications by Design and Bob Stull met with the low bidder, Hillard, and reviewed the bid package during the post-bid interview.
- The bid package will be presented to the Board at the November meeting for approval.
- Fiber optic cable expansion to Edgerton Trails – Scope is to extend fiber optic cable from RFC to Edgerton Trails.
- Bid package to be presented for Board approval in November.

Bond Refunding Opportunity

What: Allison Clements presented an opportunity to refund the 2014 and 2015 bonds.

Details:

- Refunding is projected to provide about 2% savings but is dependent upon the market.
- Recommendation is to present a bond refunding resolution to the Board in November. This will allow administration to move forward with the process when market conditions are favorable.
- This is a 4-5 month process. If we decide to put it on hold, there is no financial risk other than paying for a credit rating.

Redistricting Overview

What: Mike Cuneo presented the redistricting plan draft.

Details:

- The team has been meeting and formulated some criteria for redistricting such as keeping neighborhood schools, looking at building capacity while maintaining class sizes, and transportation.
- The transportation software has been upgraded so we can plug in different scenarios.
- Mike Cuneo presented a draft of proposed boundaries and potential enrollment changes.
- Information to be refined over the next 45 days.

Waste Water Transport Agreement Draft

What: Mike Cuneo presented a draft agreement between Saddle Ridge Development, the developer, and RPS for the potential connection to municipal waste water treatment.

Details:

- An opportunity has presented itself to connect waste water from Edgerton Trails Elementary and Saddle Ridge development to North Kent Sewer Authority.
- Resolution to be presented to Board for approval in November.

Travel Reimbursement Review

What: Mike Cuneo presented our current policy.

Details:

- Policy to be reviewed to make sure employees are properly compensated/reimbursed for work related expenditures.

With no further items for discussion, the meeting adjourned at 9:34 a.m.



HUMAN RESOURCES COMMITTEE MEETING

8:00 a.m., Administration Office

November 2, 2023

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

SUMMARY	AGENDA ITEMS
Korie Wilson-Crawford welcomed everyone. Kelley Freridge called the meeting to order at 8:05 am	Welcome
Jake moved and Nick supported the approval of the November 2, 2023 meeting agenda	Approval of 11/02/2023 agenda
Jake moved and Nick supported the approval of the September 7, 2023 minutes	Approval of 09/07/2023 Minutes
Discussed Grown Your Own Program receiving very positive feedback from the recipients as well as those that did not apply that were excited for the recipients. 18 Certified Staff & 25 Support Staff were awarded college opportunities through Michigan State and Ferris State. Lisa J doing a great job behind the scenes. GYO is an innovative way to attract and retain employees.	GYO Program
Discussed board training of Superintendent evaluation. Outline has been processed by the Board to move forward. Discussed comparable districts compensation.	Superintendent Evaluation & Compensation
REA and RESPA have begun pre-bargaining. Discussed putting a bargaining work session on the December board agenda. Discussed possible bargaining changes and reviewing language. RESPA completed membership drive.	PERA / Bargaining
Discussed progress of timely certified staff evaluations.	Other
Kelley Freridge adjourned the meeting at 9:14 am	Adjournment

cc: Board members
Central office administrators



Minutes: Policy Review Committee/ Fall Policies 2023

Date: October 18, 2023 – Team Room

Meeting called to order: 8:05 AM

Motion to Approve Agenda: Christie Ramsey, Approved by Jarrod Folsom, Second by Korie Wilson-Crawford

In Attendance: Tricia Anderson, Jarrod Folsom, Christie Ramsey, Korie Wilson-Crawford, Erin Wenger

I. Legal Alert Review- No policy changes required

- a. 05- Changes to Elliott-Larsen Civil Rights Act
- b. 06- Transgender Students and Employees
- c. 04- Oxford Cases- Government Immunity
- d. 07- Recent Legislative Changes
- e. 03- Supreme Court Decision Relating to the IDEA and ADA

II. Policy Review

- a. po1540 – Administrative Staff Reductions/Recalls
 1. New policy
- b. po2370.01 – Online/Blended Learning Program
 1. Aligned to MSC regarding closures
- c. po7217 – Weapons
 1. District does not allow open carry or weapons on school property
- d. po7504.02- Web Accessibility, Content, Apps, and Services
 1. ADA Accessibility
- e. po7540.03- Student Technology Acceptable Use and Safety
po7540.04- Staff Technology Acceptable Use and Safety
 1. Discussed staff and students using AI for work or student data analysis.
- f. po8500- Food Services
 1. Discussion determined to keep the current language. No changes
- g. po8531- Free and Reduced-Price Meals
 1. Aligned to school code regarding breakfast and debt waivers

h. po9130- Public Complaints

1. Change under paragraph, Matters Regarding Instructional Materials. B) change from Superintendent of HR to Superintendent of Instruction. Procedure, and policy will be congruent.

III. No other questions or comments.

Meeting adjourned by Christie Ramsey at 9:42 AM