



**HARTLAND CONSOLIDATED SCHOOLS  
REGULAR MEETING - BOARD OF EDUCATION  
Hartland Educational Support Service Center**

**May 18, 2026 – 6:30 p.m.**

**AGENDA**

*This meeting is a meeting of the Board of Education in public for the purpose of conducting the business of Hartland Consolidated Schools and is not to be considered a public community meeting.*

*There is a time for public participation during the meeting as indicated on the agenda. Guests are expected to act with civility and not interrupt this school business meeting. Anyone being disruptive will be asked to leave. This meeting may be recorded.*

- I. Call to Order, 6:30 p.m., Boardroom, Hartland Educational Support Service Center
  - A. Pledge of Allegiance
  - B. Approval of Agenda/Items for Discussion
  - C. Consent Agenda

*The following items are items of a routine nature normally approved at Board meetings and will be approved by one vote unless a board member desires to have a separate vote on any item.*

    1. Approval of Minutes – May 4, 2026, Special Meeting
    2. Payment of Invoices
    3. MHSAA 2026-27 Membership Resolution
    4. New Hires
  - D. Superintendent’s Report
    - New Hire Introductions
    - District Therapy Dogs
  - E. Call to the Public

*This portion of the agenda is for citizens to address any questions or comments to the Board. Attendees must register their intention to participate in the public participation portion of the meeting prior to the start of the meeting. Individuals may not register others to speak during public participation.*

***The Board will listen and take comments and questions under advisement but will not respond at this time. The presiding officer will refer questions to the superintendent for investigation and respond at a later date.***

*Speakers are asked to express themselves in a civil manner, with due respect for the dignity and privacy of others who may be affected by your comments. Each speaker may be limited to three (3) minutes. No participant may speak more than once.*
  - F. Committee & Building Reports
- II. Action Items
  - A. LESA Budget-2026-2027
  - B. Agreements for Law Enforcement Services
  - C. Cromaie District Library-Letter of Agreement
  - D. New & Revised Policies (from April 13, 2026 Committee Meeting)
- III. Discussion Items
  - A. Sinking Fund Renewal
  - B. Van Purchase
  - C. 2026-2027 Parent/Student Handbooks
  - D. Crime Reporting in School
- IV. Information Items
  - A. Future meetings:

June 1, 2026, special meeting, 6:30 p.m., June 15, 2026, regular meeting, 6:30 p.m., Boardroom, Hartland Educational Support Service Center.
  - B. Information Items
- V. Adjournment

**DETAILED AGENDA**

I. **CALL TO ORDER**

President Coleman will call the meeting to order at 6:30 p.m. in the Boardroom of the Educational Support Service Center.

I.A. **PLEDGE OF ALLEGIANCE**

I.B. **APPROVAL OF AGENDA/ITEMS FOR DISCUSSION**

(Recommended action):

(I move) That the agenda for the May 18, 2026 regular meeting be approved.

Motion by \_\_\_\_\_, supported by \_\_\_\_\_.

Gogoleski: \_\_\_\_\_, Campbell: \_\_\_\_\_, Shaw: \_\_\_\_\_, Keller: \_\_\_\_\_, Scott: \_\_\_\_\_, Custodio: \_\_\_\_\_, Coleman: \_\_\_\_\_

I.C. **CONSENT AGENDA**

(Recommended action):

(I move) That the consent agenda for the May 18, 2026 regular meeting be approved.

Motion by \_\_\_\_\_, supported by \_\_\_\_\_.

Gogoleski: \_\_\_\_\_, Campbell: \_\_\_\_\_, Shaw: \_\_\_\_\_, Keller: \_\_\_\_\_, Scott: \_\_\_\_\_, Custodio: \_\_\_\_\_, Coleman: \_\_\_\_\_

1. **APPROVAL OF MINUTES – May 4, 2026 SPECIAL MEETING**

(Recommended action): That the minutes of the May 4, 2026 special meeting be approved.

2. **PAYMENT OF INVOICES**

(Recommended action): That the Board of Education, upon the recommendation of the Chief Financial Officer, approves the financial report as of April 30, 2026, and the payment of invoices totaling \$3,212,106.84 and payroll obligations totaling \$3,675,455.23.

3. **MHSAA 2026-27 MEMBERSHIP RESOLUTION**

(Recommended action): That the Board of Education, upon the recommendation of the Superintendent, approves the district's membership in the Michigan High School Athletic Association for the 2026/2027 school year.

4. **NEW HIRES**

(Recommended action): That the Board of Education, upon the recommendation of the Superintendent and the Assistant Superintendent of Personnel and Student Services, offers a probationary teaching contract to Shannon Laesch for the 2026-2027 school year, at the step 11, MA +15 salary tract, pending verification of credentials and Public Acts 99, 83 & 189 requirements, if applicable.

(Recommended action): That the Board of Education, upon the recommendation of the Superintendent and the Assistant Superintendent of Personnel and Student Services, offers a probationary teaching contract to Emma Garty for the 2026-2027 school year, at the step 1, BA salary tract, pending verification of credentials and Public Acts 99, 83 & 189 requirements, if applicable.

(Recommended action): That the Board of Education, upon the recommendation of the Superintendent and the Assistant Superintendent of Personnel and Student Services, offers a probationary teaching contract to Melina Marshall for the 2026-2027 school year, at the step 1, BA +15 salary tract, pending verification of credentials and Public Acts 99, 83 & 189 requirements, if applicable.

(Recommended action): That the Board of Education, upon the recommendation of the Superintendent and the Assistant Superintendent of Personnel and Student Services, offers a probationary teaching contract to Stephanie Castillo for the 2026-2027 school year, at the step 6, MA salary tract, pending verification of credentials and Public Acts 99, 83 & 189 requirements, if applicable.

I.D. SUPERINTENDENT'S REPORT

- New Hire Introductions
- District Therapy Dogs

I.E. CALL TO THE PUBLIC

I.F. COMMITTEE & BUILDING REPORTS

II.A. LESA BUDGET – 2026-2027

(Recommended action):

(I move) That the Board of Education, upon the recommendation of the Superintendent and the Chief Financial Officer, approves the LESA 2026-27 Budget as presented.

Motion by \_\_\_\_\_, supported by \_\_\_\_\_. \_\_\_\_\_

Gogoleski: \_\_\_\_\_, Campbell: \_\_\_\_\_, Shaw: \_\_\_\_\_, Keller: \_\_\_\_\_, Scott: \_\_\_\_\_, Custodio: \_\_\_\_\_, Coleman: \_\_\_\_\_

II.B. AGREEMENTS FOR LAW ENFORCEMENT SERVICES

(Recommended action):

(I move) That the Board of Education, upon the recommendation of the Superintendent, approves the agreements for law enforcement services as presented.

Motion by \_\_\_\_\_, supported by \_\_\_\_\_. \_\_\_\_\_

Gogoleski: \_\_\_\_\_, Campbell: \_\_\_\_\_, Shaw: \_\_\_\_\_, Keller: \_\_\_\_\_, Scott: \_\_\_\_\_, Custodio: \_\_\_\_\_, Coleman: \_\_\_\_\_

II.C. CROMAINE DISTRICT LIBRARY-LETTER OF AGREEMENT

(Recommended action):

(I move) That the Board of Education, upon the recommendation of the Superintendent, approves the Cromaine District Library Letter of Agreement as presented.

Motion by \_\_\_\_\_, supported by \_\_\_\_\_. \_\_\_\_\_

Gogoleski: \_\_\_\_\_, Campbell: \_\_\_\_\_, Shaw: \_\_\_\_\_, Keller: \_\_\_\_\_, Scott: \_\_\_\_\_, Custodio: \_\_\_\_\_, Coleman: \_\_\_\_\_

II.D. NEW & REVISED POLICIES (from April 13<sup>th</sup> Committee Meeting)

(Recommended action):

(I move) That the Board of Education, upon the recommendation of the Superintendent, and the Assistant Superintendent of Personnel and Student Services, rescinds policies 3120.09-Volunteers and 4120.09-Volunteers as presented.

Motion by \_\_\_\_\_, supported by \_\_\_\_\_. \_\_\_\_\_

Gogoleski: \_\_\_\_\_, Campbell: \_\_\_\_\_, Shaw: \_\_\_\_\_, Keller: \_\_\_\_\_, Scott: \_\_\_\_\_, Custodio: \_\_\_\_\_, Coleman: \_\_\_\_\_

(Recommended action):

(I move) That the Board of Education, upon the recommendation of the Superintendent, and the Assistant Superintendent of Personnel and Student Services, adopts revised policy 8141-Volunteers, and upon the recommendation of the Chief Financial Officer, adopts revised policies 6320-Purchasing and 6325-Procurement-Federal Grants/Funds as presented.

Motion by \_\_\_\_\_, supported by \_\_\_\_\_. \_\_\_\_\_

Gogoleski: \_\_\_\_\_, Campbell: \_\_\_\_\_, Shaw: \_\_\_\_\_, Keller: \_\_\_\_\_, Scott: \_\_\_\_\_, Custodio: \_\_\_\_\_, Coleman: \_\_\_\_\_

III.A. SINKING FUND RENEWAL

For discussion

III.B. VAN PURCHASE

For discussion

III.C. 2026-2027 PARENT/STUDENT HANDBOOKS

For discussion

III.D. CRIME REPORTING IN SCHOOL

For discussion

IV.A. FUTURE MEETINGS

June 1, 2026, Special meeting, 6:30 p.m., June 15, 2026, Regular meeting, 6:30 p.m., Boardroom, Hartland Educational Support Service Center

IV.B. INFORMATION ITEMS

V. ADJOURNMENT

Members present: K. Coleman, C. Shaw, J. Campbell, G. Keller, D. Custodio, G. Gogoleski, J. Scott  
Members absent: None  
Admin. Present: C. Hughes

President Coleman called the meeting to order at 6:30 p.m. in the Boardroom of the Hartland Educational Support Service Center. The Pledge of Allegiance was recited.

**5/4/26 AGENDA APPROVED**

Motion by Shaw, supported by Campbell, that the agenda for the May 4, 2026 regular meeting be approved as presented.

Gogoleski: yes, Campbell: yes, Shaw: yes, Keller: yes, Scott: yes, Custodio: yes, Coleman: yes

Motion carried 7-0.

**4/20/26 MINUTES APPROVED**

Motion by Campbell, supported by Keller, that the minutes of the April 20, 2026 regular meeting be approved.

Gogoleski: yes, Campbell: yes, Shaw: yes, Keller: yes, Scott: yes, Custodio: yes, Coleman: yes

Motion carried 7-0.

**CALL TO THE PUBLIC**

There was no response to Call to the Public.

**NEW HIRE – ASSISTANT SUPERINTENDENT OF CURRICULUM & INSTRUCTION**

Motion by Shaw, supported by Custodio, that the Board of Education, upon the recommendation of the Superintendent and the Assistant Superintendent of Personnel & Student Services, offers a 2-year contract to Dr. Patricia Poelke as the Assistant Superintendent of Curriculum & Instruction, effective July 1, 2026.

Gogoleski: yes, Campbell: yes, Shaw: yes, Keller: yes, Scott: yes, Custodio: yes, Coleman: yes

Motion carried 7-0.

**CLOSED SESSION REQUEST**

Motion by Shaw, supported by Campbell, that the Board of Education enters into closed session for consideration of the Superintendent's periodic personnel evaluation, with the employee requesting closed session, per section 8(1)(a) of the Open Meetings Act.

Gogoleski: yes, Campbell: yes, Shaw: yes, Keller: yes, Scott: yes, Custodio: yes, Coleman: yes

Motion carried 7-0.

The board entered closed session at 6:41 p.m.

The board returned to open session at 8:10 p.m.

**ADJOURNMENT**

The meeting adjourned at 8:11 p.m.



Jeff Campbell  
Board Secretary



Renee Braden  
Recording Secretary

**HARTLAND CONSOLIDATED SCHOOLS  
BOARD MEETING ON MAY 18, 2026  
EXPENDITURES FOR THE MONTH OF APRIL 2026**

**Check registers and ACH payments:**

Date	Description	General Fund	Athletics	Cafeteria	Capital Proj	Debt	Activity	TOTAL
04/02/2026	A/P Check Run	\$ 655,593.00	\$ 2,585.33	\$ 656.84	\$ 31,100.96	\$ 103.44	\$ 71,426.04	\$ 761,465.61
04/09/2026	A/P Check Run	\$ 277,785.14	\$ 4,995.59	\$ 40,867.70	\$ 3,898.41		\$ 30,993.54	\$ 358,540.38
04/16/2026	A/P Check Run	\$ 217,561.51	\$ 13,745.98	\$ 38,592.82	\$ 7,776.58		\$ 64,307.88	\$ 341,984.77
04/23/2026	A/P Check Run	\$ 999,692.08	\$ 1,791.02	\$ 41,419.66			\$ 96,404.69	\$ 1,139,307.45
04/30/2026	A/P Check Run	\$ 200,645.96	\$ 2,171.62	\$ 39,695.57	\$ 15,919.00		\$ 43,003.90	\$ 301,436.05
04/30/2026	Void Checks	\$ (472.00)					\$ (6,422.95)	\$ (6,894.95)
04/03/2026	Merchant Fees (Comm Ed)	\$ 10,436.25						\$ 10,436.25
04/30/2026	Bank Fees	\$ 340.09						\$ 340.09
04/14/2026	ARBITER - REF DEPOSIT	\$ 7,500.00						\$ 7,500.00
04/23/2026	ARBITER - REF DEPOSIT	\$ 5,000.00						\$ 5,000.00
04/30/2026	ARBITER - REF DEPOSIT	\$ 4,000.00						\$ 4,000.00
04/01/2026	EDUSTAFF - ACH	\$ 5,333.75						\$ 5,333.75
04/10/2026	EDUSTAFF - ACH	\$ 103,300.25						\$ 103,300.25
04/24/2026	EDUSTAFF - ACH	\$ 134,791.93						\$ 134,791.93
04/17/2026	GoPay (Soccer Officials)	\$ 1,080.00						\$ 1,080.00
04/24/2026	GoPay (Soccer Officials)	\$ 510.00						\$ 510.00
04/30/2026	GoPay (Soccer Officials)	\$ 2,125.00						\$ 2,125.00
04/29/2026	PNC VISA - ACH	\$ 41,850.26						\$ 41,850.26
<b>TOTAL</b>		<b>\$ 2,667,073.22</b>	<b>\$ 25,289.54</b>	<b>\$ 161,232.59</b>	<b>\$ 58,694.95</b>	<b>\$ 103.44</b>	<b>\$ 299,713.10</b>	<b>\$ 3,212,106.84</b>

**Payroll and Benefit expenses:**

Date	Description	Net Pay	Federal Taxes	State Taxes	Retirement	Other	Health Equity	TOTAL
04/10/2026	4/10/2026 PAYDATE	\$ 865,492.94	\$ 291,123.81	\$ 45,354.26	\$ 444,972.79	\$ 50,574.16	\$ (31,023.52)	\$ 1,666,494.44
04/24/2026	4/24/2026 PAYDATE	\$ 774,765.87	\$ 256,134.14	\$ 40,270.86	\$ 427,238.93	\$ 46,869.78	\$ (31,023.52)	\$ 1,514,256.06
04/28/2026	APRIL UAAL				\$ 424,123.63			\$ 424,123.63
	APRIL HEALTH EQUITY CLAIMS						\$ 70,581.10	\$ 70,581.10
<b>TOTAL</b>		<b>\$ 1,640,258.81</b>	<b>\$ 547,257.95</b>	<b>\$ 85,625.12</b>	<b>\$ 1,296,335.35</b>	<b>\$ 97,443.94</b>	<b>\$ 8,534.06</b>	<b>\$ 3,675,455.23</b>



# 2026-27

1661 Ramblewood Drive  
East Lansing, MI 48823  
(517) 332-5046

The Michigan High School Athletic Association is a voluntary, nonprofit corporation comprised of public, private and parochial junior high/ middle and senior high schools whose Boards of Education/Governing Bodies have voluntarily applied for and received membership for and on behalf of their secondary schools. The association sponsors statewide tournaments and makes eligibility rules with respect to participation in such Michigan High School Athletic Association sponsored tournaments in the various sports. Each Board of Education/Governing Body that wishes to host or participate in such meets and tournaments must join the MHSAA and agree to abide by and enforce the MHSAA rules, regulations and qualifications concerning eligibility, game rules and tournament policies, procedures and schedules. **It is a condition for participation in any MHSAA postseason tournaments that high schools adhere to at least the minimum standards of Regulation I and the maximum limitations of Regulation II in ALL MHSAA Tournament sports.**

Michigan High School Athletic Association tournaments are the collective property of the MHSAA and not of any individual member school. The MHSAA reserves the right to promote and advance the membership's interests with publication information; exclusive arrangements to create recognition and exposure for school-sponsored activities; restrictive policies prohibiting exploitation and commercialization of MHSAA-sponsored tournaments; appropriate proprietary interests, and the use of images or transmissions identifying contest officials, spectators and member schools' students, personnel and marks.

To obtain membership, it is necessary for the Board of Education/Governing Body to adopt the following resolution for its junior high/middle and senior high schools. This resolution must be formally ratified by your Board of Education/Governing Body and properly signed. Please return one signed copy for our files and retain one copy for your files. Resolutions that are modified in any way or are supplemented with letters placing additional conditions on MHSAA membership or tournament participation shall be rejected.

## MEMBERSHIP RESOLUTION

For the year August 1, 2026 — through July 31, 2027

### LIST ON BACK

\_\_\_\_\_ the School(s) which are under the direction of this Board of Education/Governing Body.

(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2026-27 must be listed on the back of this form)

\_\_\_\_\_ City/Township of \_\_\_\_\_

County of \_\_\_\_\_, of State of Michigan, are hereby:

- (A) enrolled as members of the Michigan High School Athletic Association, Inc., a nonprofit association, and
- (B) are further enrolled to participate in the approved interschool athletic activities sponsored by said association.

The Board of Education/Governing Body hereby delegates to the Superintendent or his/her designee(s) the responsibility for the supervision and control of said activities, and hereby accepts the Constitution and By-Laws of said association and adopts as its own the rules, regulations and interpretations (as minimum standards), as published in the current HANDBOOK as the governing code under which the said school(s) shall conduct its program of interscholastic athletics and agrees to primary enforcement of said rules, regulations, interpretations and qualifications. In addition, it is hereby agreed that schools which host or participate in the association's meets and tournaments shall follow and enforce all tournament policies, procedures and schedules.

This authorization shall be effective from August 1, 2026 and shall remain effective until July 31, 2027, during which the authorization may not be revoked.

### RECORD OF ADOPTION

The above resolution was adopted by the Board of Education/Governing Body of the

\_\_\_\_\_ School(s), on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, and is so recorded in the minutes of the meeting of the said Board/Governing Body.

\_\_\_\_\_  
(Governing Body Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City & Zip Code)

\_\_\_\_\_  
(Contact E-mail)

\_\_\_\_\_  
Board Secretary Signature  
or Designee

Check if Designee

-OVER-

# Schools Which Are To Be MHSAA Members During 2026-27

**NOTE:** Pursuant to the MHSAA Constitution, all high schools, junior high/middle schools, or other schools of Michigan doing a grade of work corresponding to such schools, may become members of this organization provided (a) the school building has enrollment and onsite attendance of at least 15 students, whether for grades **6 through 8 or 9, grades 7 through 8 or 9, or grades 9 or 10 through 12**; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization. To reach the 15-student minimum for middle school membership, schools may join the MHSAA at the 6th-grade level whether or not 6th-grade students participate in athletics.

- A. This Section does not require school districts to become member schools at the junior high/middle school level and does not require school districts to sponsor any interscholastic athletics for 6th-grade students.
- B. If a school district's MHSAA Membership Resolution lists a junior high/middle school as an MHSAA member school, and if the school sponsors a 6th-grade team in any sport or permits a 6th-grade student to participate with 7th- and/or 8th-grade students in any sport, then all of Regulations III and IV apply to all 6th-graders in all sports involving 6th-graders on teams sponsored by that school. If the school does not allow any 6th-graders to participate in a sport, MHSAA rules do not apply in that sport.

## Name the Member High School(s)

List separately from JH/MS even if all grades are housed in the same building.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

If necessary, list additional schools  
for either column on a separate sheet.

## Name the Member Junior High /Middle School(s)

(member 6th, 7th and 8th-grade buildings)

List separately from HS even if all grades are housed in the same building.

1. \_\_\_\_\_  

Name of Member School

 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): \_\_\_\_\_  
 Provide anticipated 2026-27 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2026-27 6th-grade enrollment \_\_\_\_\_  
 Grade levels for membership: 6 7 8  
  
 1. Yes No 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.  
  
 \_\_\_\_\_
2. \_\_\_\_\_  

Name of Member School

 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): \_\_\_\_\_  
 Provide anticipated 2026-27 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2026-27 6th-grade enrollment \_\_\_\_\_  
 Grade levels for membership: 6 7 8  
  
 1. Yes No 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.  
  
 \_\_\_\_\_
3. \_\_\_\_\_  

Name of Member School

 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): \_\_\_\_\_  
 Provide anticipated 2026-27 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2026-27 6th-grade enrollment \_\_\_\_\_  
 Grade levels for membership: 6 7 8  
  
 1. Yes No 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.  
  
 \_\_\_\_\_

**New Hire**  
**May 18, 2026**

**HARTLAND CONSOLIDATED SCHOOLS  
HARTLAND, MICHIGAN**

**RESUME'**

**NAME:** Shannon Laesch

**EDUCATION:** M.A., Eastern Michigan University - 2009  
B.S., Saginaw Valley State University - 2004

**MAJOR:** Math and School Counseling

**MINOR:** English

**CERTIFICATION:** Professional Teaching Certificate with endorsements in BA (6-12), EX (6-12) and NT (K-12). Special Education endorsement is pending.

**EXPERIENCE:** Shannon has been teaching Math at Fowlerville Community Schools since 2004. From 2012 to 2013 she also served as their Elementary School Counselor. Beginning in 2024 Shannon also began covering the Secondary Math Interventionist assignment.

**SALARY STEP:** MA+15, Step 11

**ASSIGNMENT:** Math and Special Education at Hartland Middle School

**Recommended Action:**

That the Board of Education, upon the recommendation of the Superintendent, offers a probationary teaching contract to Shannon Laesch for the 2026-2027 school year, at the Step 11, MA+15 salary tract, (\$93,193), pending verification of credentials and Public Acts 99, 83 & 189 requirements, if applicable.

New Hire  
May 18, 2026

**HARTLAND CONSOLIDATED SCHOOLS  
HARTLAND, MICHIGAN**

**RESUME'**

**NAME:** Emma Garty

**EDUCATION:** B.A., Michigan State University - 2026

**MAJOR:** Upper Elementary Education

**MINOR:** English as a Second Language

**CERTIFICATION:** Standard Elementary Teaching Certificate pending.  
Endorsements in ZP (3-6) and ESL/NS (PK-12).

**EXPERIENCE:** Emma has been filling her student teaching requirement at Pine Knob Elementary School in Clarkston since August 2025. Prior to that she did her field placement at Robert Green Elementary School in East Lansing and at the Newcomer Center in Lansing.

**SALARY STEP:** BA, Step 1

**ASSIGNMENT:** 5th Grade at Farms Intermediate School

**Recommended Action:**

That the Board of Education, upon the recommendation of the Superintendent, offers a probationary teaching contract to Emma Garty for the 2026-2027 school year, at the Step 1, BA salary tract, (\$49,387), pending verification of credentials and Public Acts 99, 83 & 189 requirements, if applicable.

**New Hire**  
**May 18, 2026**

**HARTLAND CONSOLIDATED SCHOOLS  
HARTLAND, MICHIGAN**

**RESUME'**

**NAME:** Melina Marshall

**EDUCATION:** B.A., Central Michigan University - 2026

**MAJOR:** Physical Education and Health

**MINOR:** Math

**CERTIFICATION:** Standard Elementary Teaching Certificate pending.  
Endorsements in EX (6-12) and MX (K-12)

**EXPERIENCE:** Melina has been filling her student teaching requirement at Holly Middle School and Holly High School beginning in the spring of 2026. Melina has also been working as a substitute teacher at Holly Middle School.

**SALARY STEP:** BA, Step 1

**ASSIGNMENT:** Health / Physical Education at Hartland Middle at Ore Creek

**Recommended Action:**

**That the Board of Education, upon the recommendation of the Superintendent, offers a probationary teaching contract to Melina Marshall for the 2026-2027 school year, at the Step 1, BA salary tract, (\$49,387), pending verification of credentials and Public Acts 99, 83 & 189 requirements, if applicable.**

**New Hire**  
**May 18, 2026**

**HARTLAND CONSOLIDATED SCHOOLS  
HARTLAND, MICHIGAN**

**RESUME'**

**NAME:** Stephanie Castillo

**EDUCATION:** M.A., Oakland University - 2013  
B.S., Oakland University - 2006

**MAJOR:** Elementary Education and Learning Disabilities

**MINOR:** Science and Language Arts

**CERTIFICATION:** Professional Elementary Teaching Certificate with endorsements in ZG (K-8), BX (K-8), SM (K-12) and DX (K-8)

**EXPERIENCE:** Stephanie has been working for the Waterford School District as a Resource Room Teacher since 2021. From 2013 to 2021 Stephanie was the Center Director and Student Instructor at The Brainspring Learning Center in Bloomfield Hills. From 2006 to 2008 Stephanie was a classroom teacher at Mt. Zion School in Waterford.

**SALARY STEP:** MA, Step 6

**ASSIGNMENT:** Special Education at Creekside Elementary School

**Recommended Action:**

**That the Board of Education, upon the recommendation of the Superintendent, offers a probationary teaching contract to Stephanie Castillo for the 2026-2027 school year, at the Step 6, MA salary tract, (\$69,542), pending verification of credentials and Public Acts 99, 83 & 189 requirements, if applicable.**



Documents Reviewed & Approved by (see last page for any notes):

_____ Name	_____ Position
_____ Signature	_____ Date

Dogs are loyal, provide unconditional love and are called man's best friend. Dogs with outstanding temperaments are often used as therapy, facility, or service dogs. These dogs must be tolerant of other dogs, enjoy visiting with people and love children. With specialized obedience training, these dogs can support learning in the school environment while enhancing the wellbeing of our students.

**TERMS**

**Service dogs** are specifically trained for a specific individual with a disability. ADA gives service dogs legal access. If you would like to bring your dog to school as your own personal service dog, please contact your building administrator and direct supervisor to discuss.

**Emotional Support dogs** provide a sense of calmness to an individual. Emotional support dogs are excluded from the "service animal" definition. A key difference between an emotional support animal and a "psychiatric" service animal is that a "psychiatric" service animal is trained to perform work or tasks related to the handler's disability. The presence of an emotional support animal may be calming or reassuring, but if the animal is not trained to perform any work or tasks related to the individual's disability, then it is not a service animal.

**Therapy dogs** are privately owned and only handled by owners. They have received extensive therapy dog training and are working when they are at school. Dogs must have passed Delta Society, Therapy Dogs International (TDI)/Alliance of Therapy Dogs, or American Kennel Club Therapy Dog training as indicated below and be covered by those organizations.

**Fundraising** for therapy dogs through the school, PTO/PAC, or specific clubs may be approved on a one-time basis to offset costs to obtain a working therapy dog. The district will approve fundraisers up to \$3,000 with the remainder of the money earned, if any, being donated to a specified therapy training program or the Humane Society.

The district believes that fundraising at the school building level to support therapy dogs is an important part of commitment. Providing \$3,000 (maximum) for the service life of the therapy dogs ensures handler ownership, and if the handler leaves the district, it is not a huge financial loss. The following process will be used if help is needed at the building level to obtain a therapy dog:

- A. The district will agree to fund up to \$3,000 for the service life of the therapy dog for any building in need of a therapy dog, if one is not actively working. If a therapy dog is working in any building, the building is not eligible to obtain a second dog using district funds.
- B. To be eligible for up to \$3,000 for the service life of the therapy dog from the district, the individual school must show a good faith effort at raising funds for a therapy dog. The building may apply for the remaining funds needed to get them to \$3,000.

*Prior to consideration of your therapy dog visiting school, written consent from the building principal is required and the director of special education must approve. Therapy dog positions are limited for each building. Additional conditions are listed below.*

## Acceptable Breeds for the District to Consider:

Golden Retriever, Labrador Retriever, Standard Poodle, Bernedoodle, Goldendoodle, Newfoundland, Labradoodle, Cavalier King Charles Spaniel. Consideration may be given to an alternate breed through a request to the district.

## CONDITIONS

The following conditions shall be adhered to for the safety and well-being of the animals, students and staff. Owners must:

1. Discuss the possibility of bringing your therapy dog to school with your direct supervisor & building principal. The district reserves the right to deny a therapy dog request and does not need to provide an explanation for the denial of the request. Administrators must consider many factors (e.g. age and breed of dog, personality of dog, ability for the staff member to take care of the dog during the workday, impact the dog may have on students and staff, effects of the animal's presence throughout the day, and number of dogs already in the building).
2. The district will not modify any part of its facilities to accommodate a canine. Examples include creating floor level watering holes or putting up fencing.
3. Provide a crate or space for each location the dog will be working so that he/she will always have access to an appropriate rest area.
4. Ensure the dog will not be in a work environment for more than 8 hours a day. As with human staff, the dog will need regular rest periods and periods of time away from the stress of the workplace and crowds. For every 2-3 hours worked, dogs should be given a 30-40-minute break in a crate or away from activity.
5. Service and Emotional Support dogs must wear an appropriate identity cape while he/she is on school property.
6. Ensure the dog receives regular and consistent training and that the following skills are maintained: walk on leash, basic heeling, sit, sit-stay, down, down-stay, come, no, wait at door, leave-it, acceptance of being in a crate, manners with children, manners with food, and willingness to be petted. In addition, dogs must be comfortable around adaptive equipment such as wheelchairs and walkers.
7. Ensure all staff (including dog owner) that independently handle the dog have evidence of completion of handler training.
8. Attend to regular dog grooming, as determined by breed, with an allergy/dander bath and brushed daily. Grooming must include the dog's nails, teeth and ears.
9. Ensure the dog has passed an advanced dog obedience course, received specialized therapy dog training, and has a valid (unexpired) certification from one of the following:
  - a. The American Kennel Club (AKC) Canine Good Citizen (CGC) and AKC Therapy Dog (THD), Advanced (THDA), Excellent (THDX), or Distinguished (THDD)  
Note: Therapy Dog Novice (THDN) does not qualify
  - b. Therapy Dogs International (TDI)/Alliance of Therapy Dogs
  - c. Delta Society Therapy Dog Training
  - d. Dog Training Elite

Dogs in service prior to February 2022 will be required to meet their original contract requirements.

**Note:** The dog training method used must adhere to the guidelines set by The American Veterinary Society of Animal Behavior. They include using reward-based methods only while training the dog or when the dog is performing therapy duties. The dog must be able to perform therapy work successfully on a flat collar (e-collars (shock), choke chains, and prong collars are not permitted).

10. Ensure certifications do not lapse.
11. Carry insurance to cover liability in the case of harm caused by the dog. This can be a homeowner's policy rider or a separate specific policy for service/therapy dogs. Must provide the Director of Special Education a copy of the insurance policy annually.
12. Carry canine health insurance for the dog in the event that veterinary services are required. If the dog is injured while working at school or school functions, the district may be approached to help with costs not covered by the canine health insurance coverage.
13. Ensure that vaccinations are kept up-to-date and a copy of the vaccination document must be provided to the director of special education yearly.
14. The owner/handler will be responsible for cleaning up after the dog and disposing of waste properly. This includes cleaning up excess food, hair, water spills, etc.
15. Dogs that are non-allergenic breeds require **annual school notification to parents and staff with a notification process in place** if they have concerns and do not wish to be exposed to the dog.

**Canine Committee:** Superintendent, Director of Special Education, Building Principals.

<b>General Education Fund</b>	<b>Budget</b>		<b>Change</b>	
	2025-26 Revised	2026-27	\$	%
<b>Total Revenues</b>	\$ 35,867,441	\$ 38,147,320		
<b>Less Expenditures</b>	(35,739,974)	(37,945,046)		
<b>Net Surplus/ (Deficit)</b>	<b>\$127,467</b>	<b>\$202,274</b>		
<b>Estimated Beginning Fund Balance - July 1</b>	4,169,082	4,296,549		
<b>Estimated Ending Fund Balance - June 30</b>	<b>\$ 4,296,549</b>	<b>\$ 4,498,823</b>		
<b>Ending Fund Balance as a Percentage of Expenditures</b>	<b>12.0%</b>	<b>11.9%</b>		
<b>Programs</b>				
General Education & Curriculum	966,986	951,163	(15,823)	-2%
Student programs	35,000	35,000	-	0%
<b>Instructional Support</b>	<b>1,001,986</b>	<b>986,163</b>	<b>(15,823)</b>	<b>-2%</b>
Community Relations/Communications	70,783	73,692	2,909	4%
Central Office Services	25,696	25,780	84	0%
Superintendent & Board of Education	500,944	520,215	19,271	4%
<b>Administration - Superintendent &amp; Board of Education</b>	<b>597,423</b>	<b>619,687</b>	<b>22,264</b>	<b>4%</b>
Attendance Officer/Pupil Auditor	181,383	179,922	(1,461)	-1%
Technology Services	152,075	156,317	4,242	3%
AI Consultant	52,310	55,545	3,235	6%
Finance & HR	494,246	492,647	(1,599)	0%
Support Services	212,900	212,900	-	0%
<b>Administration - Central Services</b>	<b>1,092,914</b>	<b>1,097,331</b>	<b>4,417</b>	<b>0%</b>
Transportation Services	219,964	131,419	(88,545)	-40% <b>1</b>
Operations & Maintenance	281,472	286,743	5,271	2%
<b>Overhead</b>	<b>501,436</b>	<b>418,162</b>	<b>(83,274)</b>	<b>-17%</b>
Career & Technical Education Consortium	2,743,125	2,912,914	169,789	6% <b>2</b>
Adult Education	460,500	460,500	-	0%
WIOA Youth	67,958	68,195	237	0%
General Education Social Work	279,514	297,666	18,152	6%
Mental Health Grants	1,347,704	1,549,002	201,298	15% <b>3</b>
Title I Regional Assistance Grant	105,000	33,500	(71,500)	-68% <b>4</b>
Literacy Grants	385,000	385,000	-	0%
Homebound Services	79,770	78,864	(906)	-1%
WAY School	513,428	516,519	3,091	1%
<b>Consortiums - Instructional</b>	<b>5,981,999</b>	<b>6,302,160</b>	<b>320,161</b>	<b>5%</b>
Data Processing Consortium	440,000	440,000	-	0%
Homeless Coordinator	28,204	28,204	-	0%
Homeless Van	18,342	18,199	(143)	-1%
Regional Transportation Collaborative	9,850,421	9,983,137	132,716	1.3% <b>5</b>
General Education Transportation Funding	1,647,327	1,647,327	-	0.0%
Bus Driver Training Grant	45,000	45,000	-	0%
Technology Consortium	946,256	977,875	31,619	3%
<b>Consortiums - Support Services</b>	<b>12,975,550</b>	<b>13,139,742</b>	<b>164,192</b>	<b>1%</b>
Great Start Collaborative	216,426	208,747	(7,679)	-4%
Head Start & Early Head Start	2,091,720	2,185,973	94,253	5%
Head Start Food Service	190,000	190,000	-	0%
Great Start Readiness Grant	11,090,520	12,797,081	1,706,561	15% <b>6</b>
<b>Early Childhood</b>	<b>13,588,666</b>	<b>15,381,801</b>	<b>1,793,135</b>	<b>13%</b>
<b>Total General Fund Expenditures</b>	<b>35,739,974</b>	<b>37,945,046</b>	<b>2,205,072</b>	<b>6%</b>

**Notes:**

1. Decrease attributable to a one-time transportation staff payment in the current year not planned for 2026-27.
2. Increase due to additional State grant funding for CTE and Early Middle College programs.
3. Increase due to additional staff added for mental health services in 2026-27.
4. Decrease due to anticipated discontinuation of Regional Assistance Grant funding as of 10/1/26.
5. Increase due to planned adjustments to salary and benefits for drivers and transportation staff, as well as adjustments to supplies and software.
6. Increase due to higher projected GSRP slot allocations for FY 2026-27.

Special Education Fund	Budget		Change	
	2025-26 Revised	2026-27	\$	%
	<b>Total Revenues</b>	\$ 68,539,990	\$ 73,398,609	
<b>Less Expenditures</b>	(68,329,933)	(72,870,344)		
<b>Net Surplus/(Deficit)</b>	<b>\$210,057</b>	<b>\$528,265</b>		
<b>Estimated Beginning Fund Balance - July 1</b>	13,547,123	13,757,180		
<b>Estimated Ending Fund Balance - June 30</b>	<b>\$ 13,757,180</b>	<b>\$ 14,285,445</b>		
<b>Ending Fund Balance as a Percentage of Expenditures</b>	<b>20.1%</b>	<b>19.6%</b>		

**Programs**

Cognitive Impairment Programs - Moderate & Severe	7,481,941	8,435,210	953,269	13%	1
Early Childhood Developmental Delay Programs	971,316	1,322,370	351,054	36%	2
<b>Instructional Programs</b>	<b>8,453,257</b>	<b>9,757,580</b>	<b>1,304,323</b>	<b>15%</b>	
Assistive Technology Programs	466,951	498,920	31,969	7%	
Nursing Programs	311,984	324,593	12,609	4%	
Occupational Therapist Programs	2,557,439	2,718,134	160,695	6%	3
Orientation/Mobility Programs	30,858	32,841	1,983	6%	
Physical Therapist Programs	630,980	674,468	43,488	7%	
Psychology Programs	3,631,858	4,071,996	440,138	12%	2
Social Worker Programs	5,041,383	5,442,725	401,342	8%	3
Hearing Impaired Programs	281,696	302,091	20,395	7%	
Speech and Language Impairment Programs	7,626,276	8,573,424	947,148	12%	2
Program Consultants	2,282,491	2,671,171	388,680	17%	2
Early On Services	2,723,182	2,902,503	179,321	7%	3
Visually Impaired Programs	148,942	156,877	7,935	5%	
Work Study Programs	593,001	558,080	(34,921)	-6%	
Project Search/START grant	138,094	151,476	13,382	10%	
Proportionate Share (private school support requirement- IDEA)	358,000	358,000	-	0%	
<b>Instructional Support Programs</b>	<b>26,823,135</b>	<b>29,437,299</b>	<b>2,614,164</b>	<b>10%</b>	
Transportation	6,408,213	6,799,784	391,571	6%	4
Operations & Maintenance	718,420	726,260	7,840	1%	
<b>Transportation &amp; Operations Services</b>	<b>7,126,633</b>	<b>7,526,044</b>	<b>399,411</b>	<b>6%</b>	
Superintendent & Board of Education	172,084	175,182	3,098	2%	
Other Central Office Services	59,421	59,482	61	0%	
Community Relations/Communications	144,301	149,981	5,680	4%	
<b>Administration- Superintendent &amp; Board of Education</b>	<b>375,806</b>	<b>384,645</b>	<b>8,839</b>	<b>2%</b>	
Administration - Directors	3,421,692	3,676,889	255,197	7%	2
<b>Administration - School Based</b>	<b>3,421,692</b>	<b>3,676,889</b>	<b>255,197</b>	<b>7%</b>	
Administration - Assistant Superintendent of Special Education	513,724	514,082	358	0%	
Administration - Fiscal/HR Services	1,107,833	1,111,883	4,050	0%	
Technology Services	483,523	493,431	9,908	2%	
AI Consultant	129,638	136,812	7,174	6%	
Compliance Monitoring Programs	187,535	187,535	-	0%	
Attendance Officer/Pupil Auditor	18,161	18,001	(160)	-1%	
School Resource Officer	100,000	100,000	-	0%	
Visual Imaging	8,500	8,500	-	0%	
<b>Administration - Central Services</b>	<b>2,548,914</b>	<b>2,570,244</b>	<b>21,330</b>	<b>1%</b>	
Support Services & SE distribution to local districts	19,580,496	19,517,643	(62,853)	0%	
<b>Operational Support and Overhead</b>	<b>19,580,496</b>	<b>19,517,643</b>	<b>(62,853)</b>	<b>0%</b>	
<b>Total Special Education Fund Expenditures</b>	<b>68,329,933</b>	<b>72,870,344</b>	<b>4,540,411</b>	<b>7%</b>	

**Notes:**

1. Increase attributed to the restoration of current year staff vacancies, contractual compensation adjustments, and anticipated health care and benefit cost increases; includes MOCI/SCI program adjustments to support projected needs for FY 2026–27.
2. Increase attributed to restoration of staff vacancies from this year, normal staff step and scale adjustments per contract, and anticipated health care and benefit cost increases.
3. Increase attributed to normal staff step and scale adjustments per contract, and anticipated health care and benefit cost increases.
4. Increase due to planned adjustments to salary and benefits for drivers and transportation staff, as well as adjustments to capital outlay, supplies, and software, including an additional 0.6 FTE supervisor position.

**LOCAL DISTRICT RESOLUTION  
FOR APPROVAL OF  
THE LIVINGSTON EDUCATIONAL SERVICE AGENCY (LESA)  
2026-2027 BUDGET**

Hartland Consolidated Schools, County of Livingston, State of Michigan (the "District").

A regular meeting of the board of education of the District was held in the Boardroom at the Hartland Educational Support Service Center in the District, on the 18<sup>th</sup> day of May, 2026, at 6:30 o'clock in the p.m.

The meeting was called to order by \_\_\_\_\_, President.

Present:       Members

Absent:        Members

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**WHEREAS:**

1.       Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed budget not later than May 1 of each year to the board of each constituent district for review; and
2.       Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district budget, shall adopt a board resolution expressing its support for or disapproval of the proposed intermediate school district budget, and shall submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

**NOW, THEREFORE BE IT RESOLVED THAT:**

1.       The Board of Education has received and reviewed the proposed LESA budget in accordance with Section 624 of the Revised School Code, as amended, and by the adoption of this resolution, expresses its support for the proposed LESA budget.
2.       The Secretary of the Board of Education or his/her designee shall forward a copy of this resolution to the LESA Board of Education or its superintendent no later than June 1, 2026.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

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Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Hartland Consolidated Schools, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on May 18<sup>th</sup>, 2026, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

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Secretary, Board of Education

# AGREEMENT FOR LAW ENFORCEMENT SERVICES (PUBLIC ENTITY)

THIS AGREEMENT, made and entered into on February 9, 2026, by and between the COUNTY OF LIVINGSTON, State of Michigan (hereinafter referred to as the "COUNTY"), and LIVINGSTON COUNTY SHERIFF (hereinafter referred to as the "SHERIFF"), and the Hartland Consolidated Schools (hereinafter referred to as the "HCS").

## WITNESSETH:

For and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

1. **Agreement Period and Termination.** This Agreement shall commence upon July 1st, 2026, and shall continue until July 31st, 2029, at which time it shall terminate.  
Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either the County, the Sheriff, or the HCS upon eight (8) hours prior written notice to the other parties.
2. **Services to be Performed by SHERIFF.** The SHERIFF shall furnish police services as set forth in the attached Appendix A.
3. **Equipment to be Provided by County.** The COUNTY shall provide and maintain a fully equipped motor vehicle to be used for police protection and patrol, and any and all uniforms, weapons, insignia, and general police equipment to be used by any Sheriff Deputies assigned to duty in Hartland Consolidated Schools.
4. **SHERIFF Responsible for Management.** All rights in the management of the Sheriff's Department shall remain in the SHERIFF. Management shall be construed to include, but not be limited to, determining priority of investigation; determining the number of Sheriff Deputies employed on police protection or patrol; determining what constitutes an emergency; determining the specific personnel to be assigned to HCS; determining the application of labor agreements to the services to be performed hereunder; and determining the adequacy of motor vehicles deployed.
5. **Insurance.** The COUNTY shall provide necessary insurance for the motor vehicle(s) used in the performance of the services described in the attached Appendix A, as well as the necessary insurance protection for any Sheriff Deputies assigned to duty in the HCS.
6. **Compensation.** The HCS shall pay the COUNTY the following for services under this Agreement for (2) dedicated deputies assigned to HCS as School Resource Officers. HCS will be invoiced monthly as follows:

SCHOOL YEAR	COMPENSATION
2026 – 2027 School Year	\$192,000 (\$16,000 monthly)
2027 – 2028 School Year	\$198,000 (\$16,500 monthly)
2028 – 2029 School Year	\$204,000 (\$17,000 monthly)

7. **Location Where Compensation is to be Paid.** The HCS shall remit all payments to the Livingston County Sheriff's Office, 150 S. Highlander Way, Howell, MI, 48843.
8. **Reports.** At the specific request of HCS, the SHERIFF shall provide to HCS such report as may be appropriate for release relating to law enforcement services provided in accordance with this Agreement. A monthly summary report detailing police protection and patrolling at HCS shall be prepared by the Sheriff's Department and submitted to HCS upon request.
9. **Status of Sheriff Deputies Assigned Under Agreement.** The Sheriff Deputies assigned to HCS under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management, and control.
10. **Removal of Sheriff Deputies for Emergencies.** The SHERIFF reserves the right, at his sole discretion, to remove any Sheriff Deputy, who is otherwise assigned to the HCS for emergencies that might exist outside the area designated by this Agreement.
11. **Liability.** Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

12. **Nondiscrimination.** In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State, and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement.  
  
It is expressly understood and agreed by the parties hereto that the requirements of this section shall not be construed as in any way affecting the collective bargaining agreement covering the Sheriff Deputies assigned to the HCS under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.
13. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
14. **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
15. **Modification of Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the mutual consent of the parties hereto that is set forth in writing and signed by the authorized representatives of the County, Sheriff, and HCS.
16. **Assignment or Subcontracting.** The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.
17. **Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
18. **Non-Third Party Beneficiary Contract.** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
19. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
20. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on the behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF LIVINGSTON**

Hartland Consolidated Schools

(Entity Name)

BY: \_\_\_\_\_  
**NICK FIANI - CHAIRMAN** (Date)  
 COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
 (Signature) (Date)

BY: *Michael J. Murphy* 2/6/26  
**MICHAEL MURPHY** (Date)  
 LIVINGSTON COUNTY SHERIFF

Name: Charles Hughes  
 (Print or Type)

Title: Superintendent  
 (Print or Type)

BOILERPLATE APPROVED AS TO LEGAL  
 FORM FOR COUNTY OF LIVINGSTON:  
 COHL, STOKER & TOSKEY, P.C.  
 BY: MATT NORDEJORD - 6/5/2025

## APPENDIX A

### DESCRIPTION OF SERVICES:

HARTLAND CONSOLIDATED SCHOOLS HAS ENTERED INTO AN AGREEMENT WITH THE LIVINGSTON COUNTY SHERIFF'S OFFICE FOR (2) TWO FULL-TIME SCHOOL RESOURCE OFFICERS FOR THE 2026-2027, 2027-2028, AND 2028-2029 SCHOOL YEARS.

THE DEPUTY (SRO) WILL BE RESPONSIBLE FOR, BUT NOT LIMITED TO:

- GENERAL LAW ENFORCEMENT
- SCHOOL SECURITY FUNCTIONS
- CRIMINAL INVESTIGATIONS
- THREAT ASSESSMENTS
- TRAFFIC ENFORCEMENT
- PARTICIPATION IN EMERGENCY PLANNING AND PREPAREDNESS
- TRAINING AND PRESENTATIONS FOR SCHOOL STAFF AND STUDENTS
- OTHER DUTIES AS MUTUALLY AGREED UPON BY THE SCHOOLS AND LCSO.

THE DEPUTIES SHALL BE ASSIGNED A WORK SCHEDULE MUTUALLY AGREED UPON BY HARTLAND CONSOLIDATED SCHOOLS AND LCSO.

THIS IS A PARTNERSHIP BETWEEN THE LIVINGSTON COUNTY SHERIFF'S OFFICE AND THE HARTLAND CONSOLIDATED SCHOOLS.

IN ADDITION TO THIS CONTRACT, THERE WILL BE A MEMO OF UNDERSTANDING BETWEEN HARTLAND CONSOLIDATED SCHOOLS AND THE LIVINGSTON COUNTY SHERIFF'S OFFICE THAT WILL DEFINE THE ROLES AND RESPONSIBILITIES OF EACH PARTY. THAT MEMO WILL BE ATTACHED AS AN ADDENDUM TO THIS CONTRACT.



LIVINGSTON COUNTY

OFFICE OF THE SHERIFF

150 S. HIGHLANDER WAY • HOWELL, MICHIGAN 48843  
TELEPHONE (517) 546-2440 • FAX (517) 552-5005

**LCSO SRO MEMORANDUM OF UNDERSTANDING**

**A. NUMBER OF OFFICERS**

The Livingston County Sheriff's Office (herein after referred to as LCSO) will furnish two (2) law enforcement officers, employed by LCSO, selected by the Sheriff with the input and approval of the Superintendent of Hartland Consolidated Schools, herein after referred to as HCS, to serve as School Resource Officers (SRO) to HCS.

**B. QUALIFICATIONS**

The SRO(s) shall meet the following qualifications:

1. Be a law enforcement officer certified by the State of Michigan and employed by LCSO.
2. Possess appropriate communication skills.
3. Have the ability to relate well to children of all ages.
4. Possess good coordinating and planning skills.
5. Within one year of appointment, will attend specialized SRO Training such as SELPA, NASRO, TEAMS, or other equivalent training, as well as other juvenile and specialized training that would enhance their knowledge and effectiveness as an SRO.

**C. SCHEDULE**

1. The SRO will be assigned full-time to HCS and perform school-related duties in accordance with the HCS annual calendar. The officer's total work hours will be in compliance with existing labor agreements; however, in general, the officer will be assigned to the district's high school and middle school from 7:00 a.m. to 3:00 p.m. during the school year. The work schedule may be modified if mutually agreeable.
2. The SRO(s) will provide notice to the school administration regarding deviation from that schedule, including court appearances, vacation, training, etc.
3. The SRO(s) make all efforts to schedule his/her vacation during the non-student periods throughout the school year as agreed to by HCS if such vacation is taken during the contracted school year.

4. The SRO(s) will be allowed to take vacations as requested during periods when students are not attending school (including, but not limited to, Labor Day, holiday breaks, etc.) with the knowledge and consent of the HCS Principal(s) and in accordance with the LCSO policy/practice. In addition, if the SRO(s) would like to take additional hours/days off when students are in attendance, the HCS Principal(s) shall be given reasonable notice. Such make-up hours could be performed by the officer at other school activities occurring outside the normal school day (i.e., football games, basketball games, etc.) or backfill may occur by an LCSO Community Outreach Deputy. Training related to the SRO(s)' function or required for the Deputy to maintain their police certification, and therefore their ability to carry out their police duties at the school, shall not require such adjustment.
5. During the summer break, the SRO(s) will be assigned to duties directed by and totally funded by the LCSO.

**D. GOALS AND OBJECTIVES**

1. The goal of the School Resource Officer Program is to assist HCS in providing a safe learning environment and to improve relationships between law enforcement officers and students. The program also aims to promote a better understanding of the law enforcement officer's role in society, educate students, parents, and school personnel to build a stronger community, and provide a role model within the educational system.
2. Priorities of the SRO(s):
  - a. Committed to protecting the safety of students, school staff, and the public on school property and at school events off school property.
  - b. Take proactive steps to discourage unlawful acts on school property or during school functions off school property.
  - c. Investigate and enforce criminal laws through application of both formal and informal measures.
  - d. Respond to disruptive situations that impact the safety of people on school property.
  - e. To protect students and staff from negative influences, and to assist in the maintenance of order in the school.
  - f. To act as an advisor to the school staff in safety matters and violence reduction strategies.
  - g. To facilitate learning in citizenship and related law education. Upon request, specialized lectures will be prepared and presented in conjunction with school staff. Students will be provided with information about their rights and responsibilities in the school and community.

- h. To provide a positive role model to the students and to foster better understanding between the law enforcement community, students, and staff.
- i. To assist students through counseling them in law-related matters and to assist them by mediating disputes. Attempts will be made to identify problems with students, and guidance will be provided to them in addressing their problems in a non-violent manner.

#### **E. INSTRUCTIONAL RESPONSIBILITY**

The SRO(s) will be available to teach law enforcement-related topics at the request of the school administration and approved by the Sheriff. The SRO may present information on the following topics. This list is not intended to be an all-inclusive list of subjects to potentially be covered by the SRO.

1. Justification of rules of the law.
2. Consequences of crime.
3. Career opportunities in law enforcement.
4. Substance abuse prevention.
5. Violence and crime prevention.

#### **F. SRO(s) EMPLOYER**

The SRO(s) shall remain an employee of the LCSO. The SRO shall abide by the policies of the HCS when they are not in conflict with the policies and procedures of the LCSO.

The SRO(s) will work a standard forty (40) hour work week assigned primarily to Hartland High School and Middle School, and in other HCS buildings as needed. The SRO(s) will be assigned to the schools primarily during the school calendar year.

#### **G. ADDITIONAL DUTIES AND RESPONSIBILITIES OF THE SRO(s):**

1. Will develop expertise in presenting various subjects, such as understanding the laws and the mission of the HCS.
2. Will encourage individual and small group discussions about law enforcement-related matters with students, faculty, and parents.
3. The SRO(s) is not a school disciplinarian. The SRO(s) will not become involved in any form of school-administered punishment. If the staff of HCS believes a violation of the law has occurred, they shall contact the SRO(s), who will determine whether law enforcement action is appropriate.
4. Will, whenever possible, attend meetings of the schools, parents, and faculty groups to solicit their support and understanding of the School Resource Officer Program and promote awareness of law enforcement functions.
5. Will, whenever possible, be available for conferences with students, parents,

and faculty members to assist them with issues of law enforcement or crime prevention nature.

6. Will be familiar with the community agencies that offer assistance to students and their families, such as mental health clinics, drug treatment centers, etc.
7. Will always be armed when working at the school or at school functions.
8. Shall act as an instructor for specialized, short-term programs when invited to do so by the superintendent or a person designated by him/her.
9. Shall coordinate his/her activities with the administrative staff and seek permission, advice, and guidance before enacting any program within the school.
10. Will assist the superintendent/principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student activity.
11. Should it become necessary to conduct formal police interviews with the students, the SRO(s) shall adhere to HCS policy, LCSO policy, and legal requirements concerning such interviews.
12. Shall take law enforcement action as required. As soon as practical, the SRO(s) shall make the superintendent/principal of the school aware of such action. At the superintendent/principal's request, the SRO(s) shall take appropriate law enforcement action against intruders and unwanted visitors who may appear at the school and related school functions, to the extent the SRO(s) may do so under the authority of the law.
13. Shall assist other police officers in matters regarding the SRO(s)' school assignment whenever necessary.
14. Shall maintain a detailed and accurate record of the operations of the School Resource Officer Program.
15. Will be expected to, upon request, participate in school functions such as athletic events, dances, PTO programs, and other school-sponsored events when the staff and the SRO agree his/her attendance is advantageous.
16. Conduct instructional and public service programs in the schools and with community groups.
17. Counsel and mentor students to reduce or prevent delinquent behavior.
18. Maintain contacts with parents or guardians of students exhibiting antisocial behavior patterns and offering assistance to address the contributing causes.
19. Assist with the coordination of homeland security and emergency planning issues at the school.
20. Serve as liaison with other government agencies for matters involving students, including other police departments, juvenile courts, and social

agencies.

## **H. RULES AND GUIDELINES**

1. The SRO(s) shall adhere to all state and federal laws and the policy/procedural manual of the LCSO.
2. The SRO(s) shall maintain a copy of all police and school reports regarding criminal incidents at the school.
3. The SRO(s) will not take part in any school disciplinary actions. The SRO(s) will only accompany the school interviewer if there is a threat of violence or a safety concern. If the incident is a violation of the law, the SRO(s) may assist in determining if law enforcement action is appropriate.
4. The SRO(s) will not transport a sick or injured child for medical assistance or provide an escort with a police vehicle for school personnel. The SRO(s) may assist the administration in escorting students from the campus who are violent or have threatened violence toward school administration, faculty members, or students. It shall be the HCS's responsibility to release the juvenile according to HCS policy.
5. The SRO(s) shall wear the appropriate LCSO uniform of the day during their working hours unless otherwise approved by a supervisor of LCSO. The SRO(s) will be armed at all times while on duty with the LCSO.
6. The SRO(s) shall be equipped with a radio that will enable them to have direct contact with the LCSO, as well as a cell phone. The SRO(s) will be responsible for determining the need for additional police presence or assistance on campus and will make such a request when needed. In the event the SRO(s) requests additional patrol units on campus, the SRO(s) will act as the primary unit and direct assisting units.

## **I. District Responsibilities**

1. HCS designates the SRO(s) as a Law Enforcement Officer and a "School Official" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g. HCS will provide access to student records as well as any other information consistent with a school official in accordance with FERPA to facilitate duties as SRO or in the event of an emergency that involves the health and safety of a student or other individual.
2. HCS will provide a terminal site whereby the SRO will be linked to the LCSO and connected to the school network. As well as a place to conduct confidential interviews, store confidential records, and store/secure sensitive/LCSO equipment.
3. The HCS and LCSO will share all statistical information obtained during the course of the school year.

4. HCS will evaluate the effectiveness and viability of the program and the relationship of the SRO program annually at the end of the school year.
5. HCS administrators will promote cooperation and information sharing between the SRO(s) and all HCS employees.

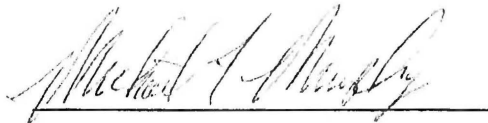
#### **H. SRO(s) Chain of Command**

Should there be an issue that arises with the SRO(s), the HCS Superintendent or his/her designee should reach out to the following individuals in succession as they are the SRO's chain of command.

1. Special Services Lieutenant at LCSO – Lt. Matt Young (Primary)
2. Undersheriff at LCSO - US Jason Pless
3. Sheriff at LCSO - Sheriff Michael Murphy

**LIVINGSTON CO SHERIFF'S OFFICE**

**HARTLAND CONSOLIDATED  
SCHOOLS**



**Michael J. Murphy - Sheriff**

---

**Charles Hughes – Superintendent**

2/6/20

(Date)

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(Date)

# PROPOSAL

## School Safety and Security Services

### HARTLAND CONSOLIDATED SCHOOLS

9525 HIGHLAND ROAD  
HOWELL, MI 48843



**PRESENTED BY:**

James Vernier

School Safety & Security Director

February 24, 2026

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## INTRODUCTION

Fortis Group is pleased to present this proposal in support of your institution's commitment to creating a safe and secure educational environment. As a trusted leader in the security and threat mitigation industry, Fortis Group brings over a decade of experience in delivering specialized risk management solutions tailored specifically for schools and academic institutions. Our team of experts comprised of former federal, state, and local law enforcement professionals offers deep expertise in armed security, threat assessment, investigations, and customized training programs. We understand the unique challenges schools face and are dedicated to providing proactive, discreet, and effective security strategies that protect students, staff, and campus communities while fostering a climate of trust and readiness.

## 1.0 COMPANY PROFILE

Founded in 2010, Fortis Group is a veteran-owned, law enforcement family-run security firm built on a foundation of professionalism, personalized service, and unwavering client commitment. What began as a tactical training solution for law enforcement has evolved into a full-spectrum security provider, driven by the rising demand for expert protection, investigations, and consulting services in both the public and private sectors.

With deep roots in public safety and a passion for service, Fortis Group is composed exclusively of vetted, full-time professionals, former federal, state, and local law enforcement officers, each trained to manage complex security challenges with precision, discretion, and integrity. We do not subcontract, ensuring complete accountability and consistent quality across every engagement.

Licensed in Michigan, Fortis Group is known for its proactive approach, blending decades of field experience with cutting-edge technology. Our operations are supported by an AI-driven Security Operations Center (SOC), real-time GPS tracking, mobile surveillance units, and digital threat management tools, empowering our team to deliver actionable, real-time security solutions.

In response to escalating threats in schools and public spaces, Fortis Group made a strategic expansion in 2021, dedicating its institutional expertise to safeguarding educational environments. Our highly developed School Safety Officer Program is redefining the standard for armed school protection, offering tailored, high-impact solutions to protect students, faculty, and communities.

Trusted by Fortune 500 companies, government entities, and educational institutions alike, Fortis Group has earned a reputation for reliability, responsiveness, and results. We are more than a security provider, we are your partner in safety, driven by mission, guided by experience, and committed to excellence.

<p><b>Mailing Address:</b></p> <p>4023 Old US-23 South, Suite 108 Brighton, MI 48114</p>	<p><b>Web Address:</b></p> <p><a href="http://FORTISGROUPLLC.US">FORTISGROUPLLC.US</a></p>
<p><b>Contact Information:</b></p> <p>(888) 338-8897 info@fortisgroupllc.us</p>	<p><b>Social Media Platforms Utilized:</b></p> <p>Facebook                      Instagram LinkedIn                        You Tube</p>
<p><b>Professional Affiliations:</b></p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p><b>MASIP</b> Michigan Association of Security and Investigative Professionals</p> </div> <div style="text-align: center;">  <p>ASSOCIATION OF THREAT ASSESSMENT PROFESSIONALS</p> </div> <div style="text-align: center;">  <p>PROFESSIONALISM <b>MCPI</b> THRU UNITY</p> </div> <div style="text-align: center;">  <p>SCHOOLS • EDUCATORS • POLICE <b>sepla</b> ASSOCIATION • NONPROFIT</p> </div> </div> <div style="display: flex; justify-content: space-around; align-items: center; margin-top: 20px;"> <div style="text-align: center;">  <p><b>ASIS</b> INTERNATIONAL™</p> </div> <div style="text-align: center;">  <p><b>FAN</b> F A C E ADDICTION <b>NOW</b> Formerly Families Against Narcotics</p> </div> </div>	

## 1.1 Regulatory Requirements

Fortis Group is a State of Michigan authorized Domestic Limited Liability Corporation in good standing. Active licensing issued by the State of Michigan Department of Licensing and Regulatory Affairs (LARA) and Department of Treasury include:

- Professional Investigator Agency License; #3701207887
- Security Guard Agency License; #3801300645
- Sales Tax License; 27-3774753

## 2.0 MANAGEMENT CAPABILITY

### 2.1 Management Philosophy

At the heart of Fortis Group's operational success is a management philosophy shaped by decades of law enforcement, military, and private security experience. Our senior and middle management teams embody the core principles of mission focus, structured leadership, disciplined execution, and individual accountability, tenets that are essential in high-performance environments where lives and livelihoods are at stake. Yet, what truly sets Fortis Group apart is our unwavering commitment to servant leadership. While we value precision and command, our leadership team understands that people, not protocols, are the true foundation of service excellence. As a family-owned and operated company, we recognize that our employees are not just part of our workforce; they are part of our extended family. Their well-being, morale, and professional development are central to our mission.

We believe that a respected, supported, and valued employee is an empowered one. That belief drives a management culture rooted in empathy, open communication, and shared purpose. By fostering a workplace environment that prioritizes care, respect, and personal connection, Fortis Group cultivates a team that takes pride in going the extra mile for one another and for the clients and communities we serve.

This people-first mindset does more than create a positive internal culture, it translates directly into superior service. Our clients benefit from teams that are not only highly skilled and mission-ready but deeply loyal and personally invested in the quality and integrity of their work. Simply put, Fortis Group thrives because our people do, and our management ensures they always will. Our philosophy can be best summed up by our company's "why statement," which states:

*"With certainty we believe in **faith, family, and loyalty**. We believe in relationships through veneration. We contend with mediocrity in our industry by holding ourselves to a higher standard of training, integrity, professionalism, and duty of care. We achieve this with a team of highly credentialed and experienced specialists and strategic business partners who share our passion for serving others."*

### 2.2 Senior Leadership

Fortis Group's senior leadership team brings a combined 106 years of distinguished law enforcement service and over 40 years of proven supervisory and command-level experience. Comprised of current and former members of federal, state, and local law enforcement agencies, our executive officers have held critical leadership roles in high-stakes environments, overseeing specialized units, managing crisis response operations, and driving strategic safety initiatives across diverse jurisdictions. This depth of experience is not merely a resume statistic; it is the foundation upon which Fortis Group operates. Our leaders possess firsthand knowledge of the complexities involved in modern security threats, from active shooter events and violent crime response to large-scale incident management and school safety program design. Their real-world expertise allows Fortis Group to develop and implement security strategies that are not only operationally sound, but also tactically agile and forward-thinking.

Leveraging their extensive professional networks and decades of field-tested insight, Fortis Group's leadership has positioned the company as a trusted authority in protective services throughout the State of Michigan and beyond. Their collective reputation for integrity, accountability, and results has been instrumental in forging long-term partnerships with schools, corporations, government agencies, and community institutions. The strength of Fortis Group lies not only in its personnel, but in the vision and direction of its leadership, a team wholly committed to setting the standard for private sector security and safeguarding what matters most.

### **Brian T. Bastianelli**

### **President / CEO**



As Chief Executive of Fortis Group and Managing Partner of SOC-X, Brian brings over three decades of distinguished service in public safety, law enforcement, and strategic security leadership. His career began in 1989 as a firefighter and paramedic, where he developed a foundational commitment to protecting others, a commitment that has guided his professional journey ever since. In 1994, Brian transitioned into law enforcement, dedicating 29 years to a career marked by versatility and excellence. He served in a wide range of specialized roles including patrol supervision, narcotics enforcement, crime prevention, training and 9-1-1 operations management. He concluded his law enforcement tenure as a Task Force Commander with the U.S. Drug Enforcement Administration (DEA), leading complex, multi-agency operations with national impact. Recognized as a subject matter expert in crisis response and use-of-force training, Brian has spent the past 25 years delivering thousands of hours of instruction to private citizens, corporate clients, security professionals, and public safety agencies across Michigan and internationally. His work in developing and advancing life-saving training methodologies has positioned him as a leading voice in the field of threat mitigation and emergency preparedness. Brian holds a Bachelor of Arts in Criminal Justice Administration from Concordia University, is a graduate of the FBI Leadership Development Program and Northwestern University's School of Police Staff & Command, and maintains multiple FEMA Emergency Management certifications. At the helm of Fortis Group, Brian has assembled a highly accomplished team of investigators, protection specialists, consultants and trainers, each a recognized expert in their respective discipline. Under his leadership, Fortis Group continues to raise the standard for private sector security and public safety support. Brian's career reflects a lifelong dedication to service, leadership, and the mission of making communities safer through innovation, expertise, and unwavering integrity.

### **Michael T. Bastianelli**

### **Vice President / COO**



Michael Bastianelli serves as Director of Operations for Fortis Group, bringing over 26 years of distinguished law enforcement experience to his leadership role. A graduate of the Detroit Metropolitan Police Academy in 1997, Michael began his career with the Detroit Police Department, where he served in the Tenth and Twelfth Precincts as well as the Western District. During his tenure, he held key positions including Patrol Officer, Field Training Officer, and a specialized role within the Tenth Precinct Morality Unit, focused on vice and quality-of-life enforcement. In 2007, Michael transitioned to the Village of Franklin/Bingham Farms Police Department, where his leadership trajectory continued. Promoted to Detective Sergeant in 2013, he led criminal investigations and was federally deputized as a member of the Detroit Metropolitan Identity Fraud Task Force, a multi-agency unit coordinated by the FBI. In 2018, he was promoted to Lieutenant, becoming second in command under the Chief of Police. In this executive role, he oversaw all patrol operations, the detective bureau, departmental training, community engagement, and fleet management. Throughout his career, Michael developed a strong reputation for operational excellence, tactical oversight, and building high-performing teams. His deep knowledge of law enforcement practices, combined with a practical understanding of day-to-day departmental operations, brings unmatched value to Fortis Group's growing portfolio of security solutions. Michael holds a Bachelor of Science in Criminal Justice Administration from Concordia University and is a graduate of the Northwestern University School of Police Staff and Command. At Fortis Group, Michael applies his decades of experience to ensure operational integrity, quality assurance, and mission readiness across all client engagements. His leadership is instrumental in upholding the company's commitment to safety, professionalism, and service excellence.

**Mario T. Bastianelli****Vice President**

Mario Bastianelli plays a key leadership role in overseeing Fortis Group's Training & Consulting Divisions, bringing with him over two decades of exemplary service in law enforcement and a strong commitment to community-centered policing. His career began in 2001 with the City of Ferndale Police Department before he joined the Sterling Heights Police Department in 2006, where he has since earned a reputation for integrity, innovation, and operational excellence.

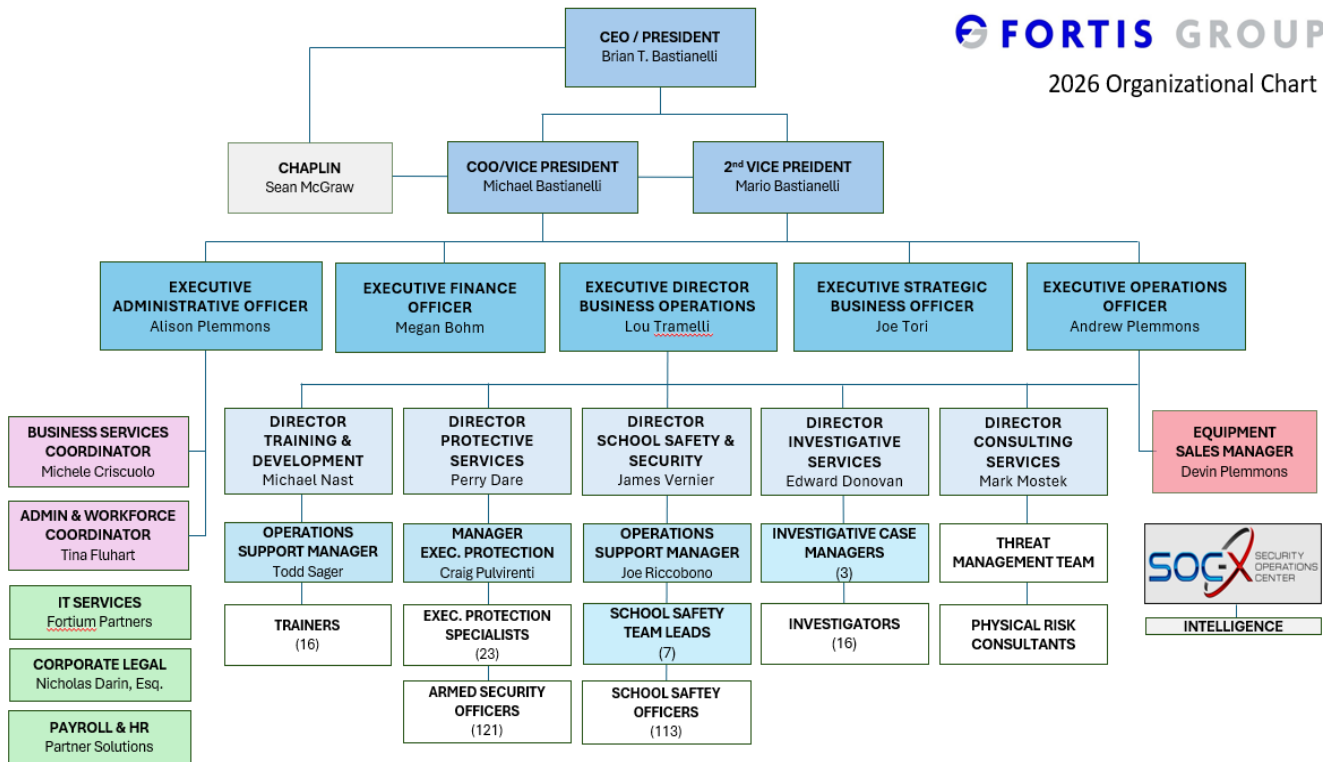
Throughout his career, Mario has held a variety of impactful roles including Field Training Officer, Traffic Safety Officer, and member of both the Honor Guard and Directed Patrol Unit. His leadership extends beyond traditional policing into community engagement and intervention. He was instrumental in founding the COMEBACK Quick Response Team and the Re-Direct Program, both designed to support individuals struggling with addiction through early intervention and recovery assistance. Demonstrating his dedication to public service beyond the badge, Mario was elected President of the Sterling Heights Drug-Free Coalition, a nonprofit organization focused on educating the community about substance abuse and prevention strategies. His efforts have had a measurable impact on public health and community well-being. Currently serving as a Captain with the Sterling Heights Police Department, Mario oversees the Operations Division, which includes Patrol Services, Traffic Enforcement, the Special Response Team (SRT), Community Outreach, and the Directed Patrol Unit. He also serves as the department's Public Information Officer, acting as the official liaison between the police and media, ensuring transparent and accurate communication with the public. Mario is a graduate of the Northwestern University School of Police Staff and Command, one of the nation's premier programs for law enforcement leadership. At Fortis Group, Mario leverages his deep operational experience and community engagement expertise to develop programs and services that empower clients to build safer, more resilient environments. His leadership enhances Fortis Group's mission to provide security solutions that are professional, proactive, and community-focused.

**James Vernier****Director, School Safety & Security**

James Vernier serves as Fortis Group's Program Director of School Safety & Security, bringing nearly 30 years of distinguished public safety experience with a specialized focus on educational environment protection. Throughout his career, James has demonstrated an exceptional ability to lead teams, develop effective safety protocols, and foster collaborative relationships between schools and law enforcement, making him a key asset in Fortis Group's mission to redefine school security. From 2022 to 2024, James served as Director of

Security for Oxford Community Schools, where he led a team of 15-armed security officers, developed comprehensive emergency operations plans, and acted as the district's primary liaison with local law enforcement agencies. His leadership played a vital role in advancing the district's culture of safety, implementing community-based training programs, and coordinating secure protocols for large-scale school events and daily operations. Prior to his transition into educational security, James spent 24 years with the Oak Park Department of Public Safety, rising through the ranks from Public Safety Officer to Detective and ultimately Sergeant. His responsibilities spanned criminal investigations, emergency response, community policing, staff supervision, and participation in the department's School Resource Officer program. His versatility and depth of field experience have made him a respected leader in both municipal and educational security environments. James holds a Bachelor of Science in Criminal Justice from Western Michigan University and has completed multiple advanced certifications in crisis management, law enforcement leadership, and school safety protocols. At Fortis Group, James applies his comprehensive expertise to the strategic development and implementation of school safety programs, ensuring every educational client benefits from customized, high-impact security solutions. His work is grounded in proactive planning, trusted partnerships, and an unwavering commitment to creating safe learning environments for students, educators, and communities alike.

## 2.3 Organizational Chart



## 3.0 EXPERIENCE AND CAPABILITY

Fortis Group has rapidly evolved from a single-focus small business into a vertically integrated, multi-service security provider, offering a comprehensive suite of services that includes training, consulting, private investigations, and protective operations. Backed by one of the most experienced and credentialed workforces in the industry, comprising professionals from law enforcement, military, and security sectors, Fortis Group consistently delivers expertise that sets it apart in a competitive landscape.

As school districts across Michigan began exploring alternatives to traditional law enforcement for on-campus protection, Fortis Group responded by leveraging its institutional knowledge, operational experience, and subject-matter expertise to develop the School Safety Officer Program. This initiative was designed not only to meet the growing need for a dedicated armed presence in schools, but to do so with a deep understanding of the unique sensitivities involved in working with children and young adults.

The result is a program that has quickly become a model for third-party school security. Rooted in professionalism, student-centered engagement, and tactical readiness, Fortis Group’s School Safety Teams are redefining what effective school protection looks like. Currently deployed throughout Southeast Michigan, these teams have established an exceptional record of performance, earning the confidence of school districts, private and parochial schools, local government leaders, law enforcement agencies, state legislators, and media outlets alike.

### 3.1 Program Overview

Fortis Group’s School Safety Team is dedicated to safeguarding the people, property, and mission of each educational institution it serves. Our School Safety Officers (SSOs) are entrusted with enforcing security protocols and ensuring a safe, structured environment for students, faculty, and staff. More than just an armed presence, SSOs serve as embedded security advisors to school leadership, offering daily support on matters of safety, emergency preparedness, incident response, and coordination with local law enforcement.

All personnel serving in this role are drawn from law enforcement or military backgrounds and undergo extensive vetting and specialized training specific to the educational environment.

Fortis Group hand-selects individuals for their tactical competence, sound judgment, professional demeanor, and, most critically, their interpersonal skills and sensitivity toward working with children and young adults.

Fortis Group's School Safety Officers are not conventional security guards. While they perform essential security functions, they bring a level of professionalism, training, and value that far exceeds industry norms. Each officer is selected not only for their operational readiness but for their ability to integrate seamlessly into the school community and support its culture. They are uniquely qualified to:

- Provide a visible, armed deterrent with tactical response capability in the event of an active threat.
- Serve as an on-site advisor to school administrators on all safety and security matters to include safety drills.
- Build rapport and establish behavioral baselines among students to help identify early warning signs.
- Foster positive, trust-based relationships with students, staff, parents, and the broader community.
- Monitor for vulnerabilities and proactively report safety risks or facility deficiencies.
- Act as a liaison and force multiplier for existing School Resource Officers and local public safety agencies.

Through this program, Fortis Group delivers a highly capable and community-focused security presence, one that enhances campus safety while reinforcing trust, accountability, and student well-being.

### **3.2 Employee Retention**

Fortis Group School Safety Officers are actual W-2 full and part-time employees. They receive elevated compensation uncommon in the uniformed security industry. At this level of wage, combined with a benefit package, medical insurance stipends, geographic considerations, excellent training and equipment, Fortis Group enjoys a very low employee turnover rate. Fortis Group is in a perpetual state of screening, vetting, and hiring candidates who are being specially trained for future assignments to the SSO Program.

### **3.3 Team Scalability**

Fortis Group has a well-developed pool of active and retired law enforcement officers who are currently utilized as auxiliary part-time School Safety Officers. Identical to the full-time safety team, personnel from the auxiliary work group are also permanently assigned to the district. They are trained and oriented on all district specific school facilities and procedures making them available and equipped as fill-ins, weekends, and extracurricular details (e.g., sports events, dances, parking lot security, school board meetings, etc.)

### **3.4 Appearance and Equipment Requirements**

Fortis Group School Safety Officers maintain a consistently professional and approachable appearance tailored to the culture and expectations of each school community. Depending on the preferences of the district or institution, officers may adopt a low-profile presence dressing in business-casual attire like faculty or present a clearly defined security role through a standardized, non-tactical uniform consisting of a black Fortis Group-marked polo shirt, khaki pants, marked outerwear, black belt, and black footwear.

All armed personnel are equipped with law enforcement-grade duty gear, including a semi-automatic handgun, three magazines, and a fully stocked portable trauma kit to respond swiftly to medical emergencies. Firearms may be carried overtly to provide visible deterrence or concealed for a softer presence, based on the specific needs and comfort level of the school or district. In either case, all weapons are secured in full-retention, law enforcement-standard holsters, reinforcing safety and readiness at all times.



### 3.5 Safety Officer Assignment

All on-sight Fortis Group School Safety Officers receive permanent facility assignments. Fortis Group believes this is the key to building and fostering a trusting relationship with faculty and students. Safety Officer selection and placement is achieved utilizing a “best possible fit” goal in a collaborative effort between Fortis Group and school leadership.

### 3.6 Safety Team Training

A key strength of Fortis Group’s management team is its 25 years of subject matter expertise training law enforcement, security firms, and private citizens in all aspects of use-of-force and other related topics. Fortis Group’s Training Division’s core instructor cadre design and deliver customized training programs to clients as well as internally. Fortis Group is uniquely positioned to deliver and defend the best trained security force in the industry. Prior to assignment, all personnel operating in an armed capacity receive the following training:

- Firearms training and qualification
- Weapon retention
- Adult & Child CPR/AED
- Basic first aid & trauma care
- Title IX law
- Diversity & Inclusivity
- Conflict resolution/de-escalation
- Special needs and emotional impairment
- Legalities of force/self-defense
- Active assailant response
- Report writing
- Child & Young Adult Development

### 3.7 Mandatory Recurrent Training

Throughout the year, Fortis Group's Training Division conducts mandatory refresher and advanced training events. All armed personnel, regardless of assignment, are required to attend. Topics include policy review, advanced firearms training, legal update, de-escalation training, non-impact subject control, handgun retention, trauma care, security protocols, active shooter response drills and scenario-based training.

### 3.8 Continuity of Operation

To ensure security continuity, the auxiliary School Safety Officers are permanently assigned to the school. These Safety Officers will be utilized to fill vacancies and provide additional support to the school when needed (i.e., large events). A member of the team will be designated as a Field Supervisor when the team exceeds more than five personnel. The Field Supervisor is responsible for policy compliance, performance measurement, communication facilitation, duty post rotation and scheduling. Fortis Group's School Safety & Security Program Director will be the direct point-of-contact to the school or district. This manager will randomly visit the school to ensure policy compliance, assess performance, address outstanding issues, and provide verbal and written assessment reports to Fortis Group senior leadership. Fortis Group's corporate headquarters is staffed full-time during business hours. Office personnel are available to coordinate and assist with issues that arise. While under contract, Fortis Group's senior leadership avails itself to the school or district's senior leadership 24 hours a day, seven days a week.

## 4.0 SCOPE OF WORK

Fortis Group proposes the deployment of **three (3) full-time armed School Safety Officers and One (1) full-time School Safety Supervisor** to serve Hartland Consolidated Schools, supported by a minimum contingent of **four (4) Auxiliary SSOs**. This auxiliary team will provide scalable support as needed, ensuring continuous coverage and enabling flexibility during high-traffic periods such as large school events, athletic competitions, or community gatherings.

Through our proven School Safety Officer Program, Fortis Group is fully prepared to assume responsibility for the following core security functions on a daily basis:

- Ensure a safe and secure environment for students, staff, and visitors.
- Maintain overall campus security and readiness.
- Conduct routine security gap assessments and provide recommendations for improvement.
- Promote a positive, distraction-free learning atmosphere by patrolling campus grounds, monitoring behavior, and reinforcing school policies.
- Control and monitor access to all buildings, ensuring proper visitor identification and entry procedures.
- Monitor closed-circuit television (CCTV) systems, where applicable.
- Patrol school property to prevent and respond to vandalism, trespassing, theft, and other threats.
- Respond immediately to emergency situations, provide on-site support, and coordinate with first responders as needed.

Fortis Group is committed to working in close collaboration with all key stakeholders to deliver a security solution that is not only effective, but adaptable to the evolving needs of the school.

## 5.0 BILLING STRUCTURE & LONG-TERM VALUE

Fortis Group’s billable rates are structured around a standard minimum of 1,098 instructional hours per school year, in alignment with state education requirements. This consistent framework allows for accurate forecasting, budget alignment, and operational stability.

To maximize value and ensure continuity, multi-year agreements are strongly encouraged. These agreements not only offer the most competitive rate structure but also provide critical benefits for both the school and Fortis Group. Long-term partnerships foster consistency among assigned School Safety Officers, strengthen relationships with faculty and students, and contribute to a more stable and collaborative school environment.

By committing to a multi-year plan, schools enhance program efficiency, minimize staff turnover, and ensure the sustainability of a security strategy that prioritizes student safety and institutional trust.

### Cost Estimates Multi-Year Agreement Model with Inflationary Escalator

	26-27 SY	27-28 SY	28-29 SY
# of FTEs: 4 Total	Hourly Rate per officer	Hourly Rate per officer	Hourly Rate per officer
SSO – Dayshift (3)	\$56.50	\$58.50	\$60.50
SSO – Supervisor (1)	\$59.50	\$61.50	\$63.50

Advisor Fee	Hourly Rate
Upon request only	\$75.00

### 5.1 Billing Policies, Program Support Services, Terms

Fortis Group maintains a transparent and client-centered billing structure. School Safety Officer hours worked beyond eight (8) hours per workday are subject to overtime billing at the applicable time-and-a-half rate, in accordance with labor regulations. SSO hours worked on a day that aligns with Fortis Groups published Holiday Schedule are subject to overtime billing at the applicable time-and-a-half rate. Auxiliary SSOs are billed at the same contractual hourly rate as full-time personnel, ensuring cost consistency across the program.

Only actual hours worked are billable. Fortis Group does not bill for non-working days, whether scheduled or unforeseen, including holiday breaks, snow days, or other closures.

All costs associated with uniforms, training, duty equipment, and employee benefits are fully covered by Fortis Group and not passed on to the client. In addition, Program Management and Consulting Services are billed only for active support functions and are capped at up to 10 hours per month, depending on the scope of services. These hours cover essential activities such as account oversight, administrative meetings, scheduling coordination, operational site visits, and expert consultation related to school safety and security strategy.

This structure ensures both fiscal responsibility and the delivery of high-value, high-impact service tailored to the specific needs of each school.

Terms are net-15, billed bi-weekly. Itemized time sheets are included to provide full transparency of billing practice and for auditing purposes.

## 6.0 IMPLEMENTATION MANAGEMENT PLAN

When contracted, Fortis Group’s management team will begin coordination with school leadership to integrate the School Safety Program into the community. This generalized implementation plan is simply to aid efficient planning and integration.

Event	Time Estimate	Attending/Participating	Objective
Operational Strategy Meeting & General Security Assessment	1-2 hours	<ul style="list-style-type: none"> <li>School senior leadership</li> <li>Fortis Group senior management</li> </ul>	Discuss planning, considerations, onboarding requirements, joint public relations messaging, mass & social media strategies.
Training & Orientation	4 hours	<ul style="list-style-type: none"> <li>Fortis Group leadership</li> <li>Training Division cadre</li> <li>School Safety Team member(s)</li> </ul>	Conduct comprehensive training curriculum consisting of multi-media lecture and hand-on skill development drills and exercises.
Safety Officer Placement	0.5-1 hour	<ul style="list-style-type: none"> <li>School senior leadership</li> <li>Fortis Group senior management</li> </ul>	Assign School Safety Officers to specific locations.
Law Enforcement Liaison Meeting	1 hour	<ul style="list-style-type: none"> <li>Fortis Group management team</li> </ul>	Introduce Safety Team to local law enforcement, provide Fortis contact information.
On-Sight Orientation	2-4 hours	<ul style="list-style-type: none"> <li>Fortis Group management team</li> <li>School leadership</li> <li>School Safety Team members</li> <li>Assigned SRO / LE Representatives (if applicable)</li> </ul>	To orient Safety Team members to the school facilities, provide assignments, and meet with the SRO(s).
Deployment	4-8 hours	<ul style="list-style-type: none"> <li>Fortis Group management team</li> <li>School Safety Team members</li> </ul>	School Safety Team reports at assigned time. Fortis management to monitor deployment, conduct meet & greets and advise.
Introduction / Messaging	1-2 hours	<ul style="list-style-type: none"> <li>School leadership and/or public relations officer</li> </ul>	Introduce via direct messaging to the community by showcasing SSO biographies to facilitate faculty rapport and public trust.
Post-Deployment Meeting	1 hour	<ul style="list-style-type: none"> <li>School senior leadership</li> <li>Fortis Group management</li> </ul>	To discuss progress, address deficiencies and adjust accordingly.

## 7.0 PROFESSIONAL REFERENCES

<b>Anchor Bay Schools</b>  Dr. Phil Jankowski Superintendent	5201 County Line Road Casco Township, MI 48064 Phone: (586) 727-9059	Servicing the district at the high school, middle and elementary schools with an armed School Safety Team since August of 2023. <ul style="list-style-type: none"> <li>• (14) full-time positions</li> <li>• (5) part-time auxiliaries</li> </ul>
<b>Oxford Community Schools</b>  Dr. Allison Willemin Executive Director of School Safety and Student Services	775 West Drahner Road Oxford, MI 48371 Phone: (248) 969-5166	Servicing the district at the high school, middle and elementary schools with an armed School Safety Team since February 2023. <ul style="list-style-type: none"> <li>• (13) full-time positions</li> <li>• (5) part-time auxiliaries</li> </ul>
<b>Detroit Catholic Central</b>  Edward Turek President	27225 Wixom Road Novi, MI 48374 Phone: (248) 318-9690	Servicing the parochial high school with an armed School Safety Team since October 2023. <ul style="list-style-type: none"> <li>• (2) full-time positions</li> <li>• (2) part-time auxiliary</li> </ul>
<b>Holy Name Catholic School</b>  Bob Marsh Operations Director	680 Harmon Birmingham, MI 48009 Phone: (248) 251-9067	Servicing the parochial K-8 school with an armed School Safety Team since 2023 <ul style="list-style-type: none"> <li>• (2) full-time positions</li> <li>• (2) part-time auxiliaries</li> </ul>

## 8.0 INSURANCE REQUIREMENTS

Fortis Group LLC maintains comprehensive insurance coverage to ensure full compliance with legal requirements and to protect our clients, personnel, and operations.

### General Liability Insurance

Fortis Group carries a General Liability policy with coverage of **\$6,000,000 per occurrence** and **\$8,000,000 aggregate**, protecting against compensatory and general liability claims.

- *Carrier:* Lloyd's of London
- *Policy Number:* D262570

### Workers' Compensation & Employers Liability Insurance

In accordance with state statutes, Fortis Group maintains Workers' Compensation and Employers Liability coverage of **up to \$1,000,000 per employee, per incident**.

- *Carrier:* biBERK
- *Policy Number:* N9WC015309

This coverage reflects Fortis Group's commitment to risk management, regulatory compliance, and the highest standards of professional responsibility.

## 9.0 SUPPORT SERVICES

### Behavioral Threat Assessment & Management, Consulting and Training



Fortis Group is fully capable of deploying Behavioral Threat Assessment and Management Teams to assist or lead the process of investigating and assessing concerning behaviors. Its primary goal is to evaluate the difference between making a threat and posing a threat to a school community and then build a management plan that supports the safety and image of the entire community.

### Faculty Training Services



As previously noted, Fortis Group's Training Division includes a diverse team of specialized instructors capable of delivering fully customized training programs tailored to the needs of school personnel. Offerings include, but are not limited to:

- Active shooter preparedness
- Conflict Management
- "Stop the Bleed" certification
- CPR and First Aid training

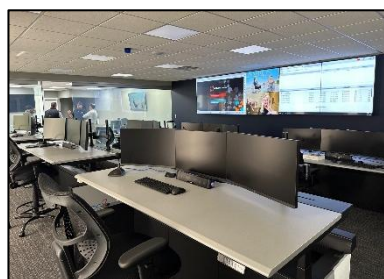
When under contract, Fortis Group provides access to select in-house security training opportunities at no additional cost for district employees with security-related responsibilities. This value-added service supports internal capacity-building and reinforces a unified, informed approach to school safety across all staff levels.

### Physical Security Vulnerability Assessments



Fortis Group's Security Consultants are experienced in physical facility security best practices and have experience conducting thorough educational facility security assessment. Fortis Group's assessment audits the following (8) primary areas of inspection. Facility reports detail current site conditions and best practice recommendations with photographs incorporated into each report.

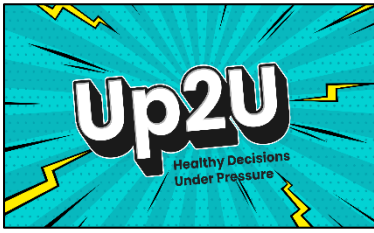
### AI-Driven Video Surveillance & After-Hours Monitoring



Through its state-of-the-art **Security Operations Center (SOC-X)**, Fortis Group provides advanced, AI-powered live video monitoring solutions designed to enhance after-hours surveillance and safeguard sensitive areas of school property. Leveraging real-time analytics, behavioral recognition, and intelligent motion detection, SOC-X can proactively monitor high-risk zones such as administrative buildings, bus yards, and maintenance facilities, identifying potential threats before they

escalate. This continuous monitoring capability ensures rapid response to unauthorized access, vandalism, or suspicious activity, and serves as a critical layer of protection during non-instructional hours. Integrated with incident response protocols and supported by trained security analysts, Fortis Group's SOC-X offers districts a reliable, scalable solution that reinforces campus security around the clock.

## Student Wellness Programming



In partnership with Michigan Families Against Narcotics (FAN), Fortis Group has developed a customized education program designed for 5<sup>th</sup> & 6<sup>th</sup> graders that enables them to make good decisions on their own. Called “Up2U”, it is designed to teach young students how to say “no” by involving them in relevant discussions and activities to learn resistance and refusal skills. It is also designed to help them develop assertiveness, strengthen decision-making skills and analyze media and peer influences. Multiple short lessons are delivered in-class by specially trained Fortis Group School Safety Officers on topics such as introduction to gateway drugs, and facts about the unhealthy consequences of illicit drug use, alcohol, marijuana, tobacco and e-cigarettes. Also discussed with students include decision making, fostering healthy relationships, dealing with peer pressure and social media safety. Students who complete this program receive parent recognition, a program t-shirt and certificate of success.

## Investigative Services



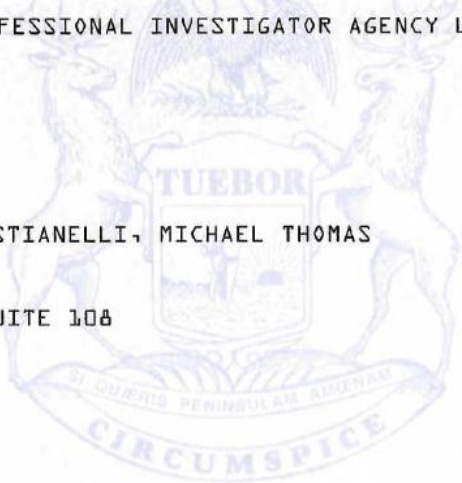
Fortis Group delivers education-sector-ready investigative services designed to help school leadership address sensitive issues with discretion, speed and confidence, enabling seamless collaboration with administrators, HR, legal counsel, and boards. We support K-12, higher education, and faith-based institutions with pre-employment background investigations, threat and behavioral-concern inquiries, lawful covert surveillance, and internal or time-fraud investigations. The result is clear, defensible intelligence that allows education leaders to manage risk, protect their communities, and make informed decisions without disrupting the learning environment.

10. ADDENDUM

Q579043

GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU  
PROFESSIONAL INVESTIGATOR AGENCY LICENSE



QUALIFYING OFFICER: BASTIANELLI, MICHAEL THOMAS

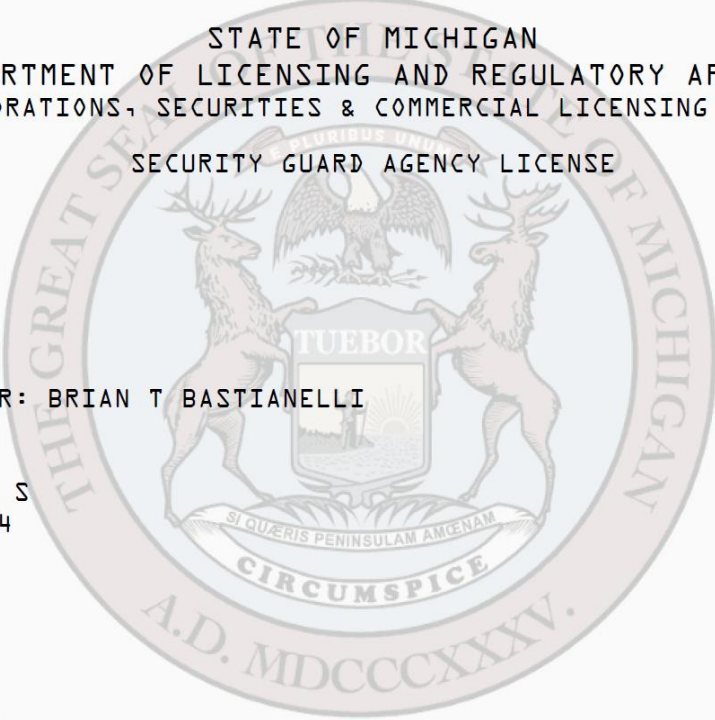
FORTIS GROUP LLC  
4023 OLD US-23 HWY S SUITE 108  
BRIGHTON MI 48114

LICENSE NO. 3701207887      EXPIRATION DATE 4/30/2026      23110040401

THIS DOCUMENT IS DULY  
ISSUED UNDER THE LAWS OF  
THE STATE OF MICHIGAN

GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU  
SECURITY GUARD AGENCY LICENSE



QUALIFYING OFFICER: BRIAN T BASTIANELLI

FORTIS GROUP LLC  
4023 OLD US23 HWY S  
BRIGHTON MI 48114

LICENSE NO. 3801300645      EXPIRATION DATE 01/31/2027      24344101234

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THE STATE OF MICHIGAN



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/20/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Brown & Brown Insurance Services, Inc. 300 Conshohocken State Road Suite 650 Conshohocken PA 19426	<b>CONTACT NAME:</b> Mike Toth <b>PHONE (A/C, No, Ext):</b> (610) 275-8989 <b>FAX (A/C, No):</b> (610) 275-8886 <b>E-MAIL ADDRESS:</b> Mike.Toth@bbrown.com														
<b>INSURED</b> Fortis Group, LLC 4023 South Old US-23 Suite 108 Brighton MI 48114	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER B : Hamilton Select Insurance Inc.</td> <td>17178</td> </tr> <tr> <td>INSURER C : Convex Insurance UK Limited</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lloyd's of London		INSURER B : Hamilton Select Insurance Inc.	17178	INSURER C : Convex Insurance UK Limited		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER:** 26/27 Master      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability- Claims-Made <input checked="" type="checkbox"/> Extn'd GL/PL RE: Exec Protection GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			D262570	02/15/2026	02/15/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Hired/Non-owned Auto \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ECHS00252899	02/15/2026	02/15/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Professional Liability (Claims-Made)			XPL000129-0226	02/15/2026	02/15/2027	Each Claim \$2,000,000 Aggregate \$2,000,000 Retention \$0

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 All coverages are subject to the terms and conditions of the policy forms.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Date: March 25, 2026

To:

Hartland Consolidated Schools  
Attn: Chuck Hughes, Superintendent

From:

Cromaine District Library  
Sarah Neidert, Library Director

Subject: Letter of Agreement – Parking Lot Improvements and Shared Use

This Letter of Agreement outlines the understanding between Cromaine District Library (the Library) and Hartland Consolidated Schools (HCS) regarding the redesign, construction, and future use of the parking lot located adjacent to the library and Early Childcare Center (ELC) school property.

We have collaborated on a revised concept plan which has been reviewed and approved by project stakeholders. The concept plan incorporates operational and safety requirements identified by HCS, including bus circulation, pedestrian separation, and protection of the existing school well.

The project includes the redesign and construction of improvements to the shared parking area, including but not limited to:

- Parking lot layout modifications
- Bus turnaround accommodations for HCS buses
- Pedestrian safety features including curb or walkway separation between the school and parking lot
- Traffic flow improvements
- Snow storage areas
- Protection of the existing school well
- Associated landscape and site improvements

Final construction drawings will be developed during the next phase of the project. The project will proceed according to the following general process.

#### Phase 1 – Concept Plan

A revised concept plan addressing operational and safety considerations has been completed and approved by project stakeholders.

#### Phase 2 – Construction Drawings and Approvals

Civil engineering and landscape design professionals will prepare detailed construction drawings and coordinate required reviews and approvals with the Township, Road Commission, County, and other applicable agencies.

#### Phase 3 – Contractor Pricing and Construction

Upon completion of the construction drawings, updated plans will be provided to contractors to obtain revised project pricing prior to final authorization to proceed with construction.

During construction, the Library and HCS agree to coordinate closely to minimize disruption to ELC operations. HCS agrees to allow construction access within the designated project area and to support installation of temporary fencing to secure the construction site. During the construction period, HCS will implement a temporary bus drop-off location in front of the school building while work in the shared parking area is underway. Specifically, both parties understand the safety requirement of access by staff and students at the ELC to pathways (including windows and doors) at all times during construction while the ELC is in operation (6:00 a.m. – 6:00 p.m., Monday through Friday). This requirement can be coordinated through construction phasing, but must be upheld throughout the duration of the project.

Based on the property deed, prior agreements, and existing site utilities, the Library will assume the cost of project design. Recognizing the benefit of the parking improvements to the ELC and HCS as a whole, the Library proposes that the parties establish a mutually agreed-upon compensation structure specific to the parking portion of the project. This may include a proportional cost allocation, reimbursement framework, or another equitable arrangement based on usage and long-term benefit. This arrangement may be subject to attorney review and school board approval.

Upon completion of final construction drawings, updated pricing will be obtained from Midwest Construction. At that time, the parties will review the total project cost, including the parking component, and confirm their respective financial responsibilities prior to authorizing construction.

Following final design approval, the parties intend to establish appropriate easements to ensure continued access, circulation, and emergency egress between the properties. The parties also intend to develop a Memorandum of Understanding addressing shared use of the parking lot, snow removal responsibilities, maintenance responsibilities, and other operational considerations associated with the completed improvements.

Cromaine District Library and Hartland Consolidated Schools agree to continue working collaboratively and in good faith to advance the project in a manner that supports safe school operations and shared community use.

Cromaine District Library

Hartland Consolidated Schools

Name: \_\_\_\_\_

Name: Chuck Hughes\_\_\_\_\_

Title: \_\_\_\_\_

Title: Superintendent\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



Book	Policy Manual
Section	5-18-26 ACTION items
Title	VOLUNTEERS-RESCIND
Code	po3120.09
Status	
Adopted	January 28, 2008

### ~~3120.09~~ **VOLUNTEERS**

~~The Board of Education recognizes that certain programs and activities can be enhanced through the use of volunteers who have particular knowledge or skills that will be helpful to members of the professional staff responsible for the conduct of those programs and activities.~~

~~The Superintendent or designee shall be responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. S/He shall not be obligated to make use of volunteers whose abilities are not in accord with District needs.~~

~~The Superintendent shall also ensure that each volunteer is properly informed of the District's appreciation for his/her time and efforts in assisting the operation of the schools.~~



Book	Policy Manual
Section	5-18-26 ACTION items
Title	VOLUNTEERS-RESCIND
Code	po4120.09
Status	
Adopted	January 28, 2008
Last Revised	March 13, 2023

~~4120.09~~ **VOLUNTEERS**

~~The Board of Education recognizes that certain programs and activities can be enhanced through the use of volunteers who have particular knowledge or skills that will be helpful to members of the support staff responsible for the conduct of those programs and activities.~~

~~The Superintendent or designee shall be responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. S/He shall not be obligated to make use of volunteers whose abilities are not in accord with District needs.~~

~~Volunteers will be subject to a comprehensive background check. Individuals who have a previous criminal history involving minors/children, or who are registered sex offenders, are not permitted to volunteer within the District's buildings.~~

~~The Superintendent shall also ensure that each volunteer is properly informed of the District's appreciation for his/her time and efforts in assisting the operation of the schools.~~

~~© Neola 2023~~



Book Policy Manual  
 Section 5-18-26 ACTION items  
 Title Renumbered/Revised VOLUNTEERS  
 Code po8141  
 Status

**Renumbered/Revised Policy - Vol. 40, No. 2**

**81418120.093120.09 - VOLUNTEERS**

The Board of Education recognizes that certain programs and activities can be enhanced through the use of volunteers who have particular knowledge or skills that will be helpful to members of the ~~district professional staff~~ responsible for the conduct of those programs and activities.

The Superintendent or designee shall be responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. ~~The District/S/He~~ shall not be obligated to make use of volunteers whose abilities are not in accord with District needs.

**Volunteers for Athletic Activities**

Volunteers who direct, supervise, or coach a student activity program that involves athletics, routine or regular physical activity, or activities with health and safety considerations may be required to complete a sudden cardiac arrest training course. The qualifications may also include completion of a student mental health training course. The mental health training course may be combined with or part of another training course.

These volunteers will submit to a background check and take courses as may be required by the Michigan Department of Education ("MDE") and/or the Michigan High School Athletic Association ("MHSAA").

**General Requirements**

Any individual who volunteers to work in the schools or on any school-sponsored activity shall submit to a criminal history records check prior to being allowed to participate in any activity or program.

Any volunteer who works with or has access to students shall submit to a criminal history records check prior to being allowed to participate in any activity or program.

Any person who volunteers to work with the District shall be screened through the Internet sites for the Sex Offenders Registry ("SOR") list and the Internet Criminal History Access Tool ("ICHAT") criminal history records check, prior to being allowed to participate in any activity or program.

Any volunteer who works with or has access to students shall be screened through the Internet sites for the Sex Offenders Registry ("SOR") list and the Internet Criminal History Access Tool ("ICHAT") criminal history records check, prior to being allowed to participate in any activity or program.

The Superintendent, or designee, is to inform each volunteer that they

- A. are required to abide by all Board policies and District guidelines while on duty as a volunteer (including, but not limited to, the volunteer's obligation to keep confidential and not release or permit access to any and all student personally identifiable information to which they are exposed except as authorized by law)
- B. will be covered under the District's liability policy but the District cannot provide any type of health insurance to cover illness or accident incurred while serving as a volunteer, nor is the person eligible for workers' compensation;
- C. will be asked to sign a form releasing the District of any obligation should the volunteer become ill or receive an injury as a result of their volunteer services.

Furthermore, the Superintendent, or designee, shall inform all volunteers who work or apply to work unsupervised with children on a regular basis of the need to display appropriate behavior at all times, and that ~~The Superintendent shall also ensure that each volunteer is properly informed of the District's appreciation for his/her time and efforts in assisting the operation of the schools.~~ they may be required to provide a set of fingerprints at any time so that a criminal records check can be conducted. If a criminal records check is then conducted, it will be done as a condition of continued service as a volunteer and will be at the volunteer's expense.

If a criminal records check indicates that a volunteer has been convicted of or pleaded guilty to any criminal offense, ~~of the offenses listed below~~ the volunteer will be informed either that the Board is no longer interested in maintaining their volunteer service or that the volunteer may ~~will~~ be assigned to duties for which they will not work unsupervised with children.

The Superintendent, or designee, shall inform each volunteer of the District's appreciation for their time and efforts in assisting in the operation of the schools and for their understanding with regard to the need for all volunteers to be subject to a possible criminal records check.

### **Offenses**

If a criminal records check indicates that a volunteer has been convicted of or pleaded guilty to any offense that would preclude an individual from employment pursuant to M.C.L. 28.722, the volunteer will be informed either that the Board is no longer interested in maintaining their volunteer service, or that the volunteer will be reassigned to duties in which they will not work unsupervised with children. Under no circumstances shall a volunteer with a disqualifying conviction under M.C.L. 28.722 be permitted to work unsupervised with children.

A volunteer with a disqualifying conviction under M.C.L. 28.722 may, at the Superintendent's discretion, be permitted to engage in limited volunteer activities — such as a family member reading aloud to a classroom — provided that: (i) a certificated District employee is present and directly supervising at all times; and (ii) the volunteer has no unsupervised contact with students at any point. The Superintendent may revoke this permission at any time.



Book	Policy Manual
Section	5-18-26 ACTION items
Title	PURCHASING
Code	po6320
Status	
Legal	M.C.L. 380.1267, 380.1274 et seq.
Adopted	January 28, 2008
Last Revised	July 1, 2024

**6320 - PURCHASING**

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative procedures. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts are established in Policy 1130, Policy 3110, and Policy 4110 – Conflict of Interest.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgment.

Each year, the State of Michigan informs the District of the legal amount for purchases which require a competitive bidding process.

It is the policy of the Board that the Superintendent adhere to seek informal price quotations on purchases that are under the amount allowed by State statute for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the School.

Purchases in a single transaction that are in excess of the dollar amount permitted by State statute shall require competitive bids and, whenever possible, have at least three (3) such bids for substantiation of purchase and shall require approval of the Board prior to purchase.

**Competitive Bids**

Michigan’s Revised School Code (M.C.L. 380.623a, 380.1267, and 380.1274) establishes a base above which competitive bids must be obtained for school construction projects (including renovation, repair, or remodeling) and procurement of supplies, materials, and equipment. This requirement does not apply to buildings, renovations, or repairs costing less than the amount specified in Michigan's Revised School Code. For material and labor required for the construction of a proposed new school building or addition to or repair or renovation of an existing school building, in excess of the dollar amount prescribed by State statute, bids shall be sealed and shall be opened by the Assistant Superintendent for Business/Chief Financial Officer, or designee, in the presence of at least one (1) witness.

For supplies, materials, and equipment not required for the construction of a proposed new school building or addition to or repair or renovation of an existing school building, the District may competitively bid a purchase using one (1) or more of the following methods:

- A. Requesting written price quotations from at least three (3) known and practical vendors of an item;
- B. Distributing a request for proposals to at least three (3) known and practical vendors of an item;
- C. Posting a request for proposals on the District's website or any other website that regularly informs vendors of bid opportunities;
- D. Selecting a contract awarded to a winning bidder under a bid process operated by a reputable bid cooperative if the District determines, after reasonable due diligence, that the bid procedure used by the bid cooperative was fair and open, resulted in a bid award to the lowest responsible bidder, and the contract price is comparable to current market rates for the purchased item; or
- E. Using any other process, in the Superintendent's or designee's discretion, that is likely to result in at least 3 known vendors providing bids for the item sought, regardless of whether at least three (3) bids are actually received.

All orders or contracts should be awarded to the lowest responsible bidder; however, consideration can be given to:

- A. the quality of the item(s) to be supplied;
- B. its conformity with specifications;
- C. suitability to the requirements of the school;
- D. delivery terms;
- E. past performance of vendor

The Board reserves the right to reject any and all bids.

Contracts may be awarded by the Superintendent without Board approval for any single item or group of identical items, or labor costing less than the threshold established by State statute. All other contracts require Board approval prior to purchase.

### **Bid Protest**

A bidder who wishes to file a bid protest must file such notice and follow procedures prescribed by the Request For Proposals (RFP) or the individual bid specifications package, for resolution. Bid protests must be filed in writing with the Office of the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

### **General Provisions**

**The Superintendent is authorized to purchase all items within budget allocations.**

The Superintendent is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the school/district in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

The Board may acquire office equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase.

Revised 11/26/12  
 Revised 12/14/15  
 T.C. 8/28/23  
 Revised 9/28/23

Revised 1/15/24  
T.C. 7/1/24

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Book	Policy Manual
Section	5-18-26 ACTION items
Title	PROCUREMENT - FEDERAL GRANTS/FUNDS
Code	po6325
Status	
Legal	2 C.F.R. 200.317-.326; Appendix II to Part 200 2 C.F.R. 200.334 - 200.336 2 C.F.R. 200.520
Cross References	po6350 - PREVAILING WAGE
Adopted	June 6, 2016
Last Revised	March 17, 2025

#### 6325 - **PROCUREMENT – FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall have and use a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-.326), including affirmative steps for small businesses, minority businesses, and women's business enterprises, veteran-owned businesses, and labor surplus area firms for the administration and management of Federal grants and Federally-funded programs. The District shall maintain oversight that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320A.

When required by Federal program legislation, all Federally-funded contracts in excess of \$2,000 related to construction, alterations, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3110 and Policy 4110 – Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis shall be made between leasing and purchasing property or equipment to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

#### **Competition**

All procurement transactions under the Federal award paid for from Federal funds or District matching funds shall be conducted in a manner that provides full and open competition and that is in accordance with 2 C.F.R. Part 200, good administrative practice and sound business judgment. To ensure objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids from competition for such procurements.

Examples of situations that may restrict competition include, but are not limited to:

- A. unreasonable requirements on firms for them to qualify to do business;
- B. unnecessary experience and excessive bonding requirements;
- C. noncompetitive pricing practices between firms or between affiliated companies;
- D. noncompetitive contracts to consultants that are on retainer contracts;
- E. organizational conflicts of interest;
- F. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- G. any arbitrary action in the procurement process.

The District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps will include:

- A. placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and 2 C.F.R. Revisions 2024: Unofficial Comparison Version assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

### **Solicitation Language (Purchasing Procedures)**

The District shall have written procurement procedures (in accordance with 2 C.F.R. 200.319(d)) that require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must set forth those minimum essential characteristics and standards to which the property, equipment, or service shall conform. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a "brand name or equivalent" description of features to provide procurement requirements may be used. The specific features of the named brand must be clearly stated and the District must identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

## Procurement Methods

The District shall have and use documented procedures, consistent with the standards described above for the following methods of procurement:

### A. Informal Procurement Methods

Informal procurement methods for small purchases expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under a Federal award does not exceed the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are not required. The informal procurement methods include:

#### 1. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$15,000~~10,000~~ (not to exceed \$15,000~~10,000~~). To the extent practicable, the District should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable based on research, experience, purchase history or other relevant information and maintains documents to support its conclusion. The District shall maintain evidence of this reasonableness in the records of all purchases made by this method.

#### 2. Small Purchases

Small purchases include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the competitive bid threshold allowed by state statute. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

Districts are responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures which must not exceed the threshold established in the Federal Acquisition Regulations (FAR). When applicable, a lower simplified acquisition threshold used by the District must be authorized or not prohibited under State, local, or tribal laws or regulations.

### B. Formal Procurement Methods

When the value of the procurement for property or services under a Federal award exceeds the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement method can be used in accordance with the standards on competition in C.F.R. 200.319 or non-competitive procurement. The formal methods of procurement are:

#### 1. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to the amount allowed by Michigan statute and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed the amount allowed by Michigan statute.

[DRAFTING NOTE: The fiscal year 2023-2024 base pertaining to construction, renovation, repair, or remodeling and the base pertaining to procurement of supplies, materials, and equipment is \$31,321 effective October 2, 2025.]

In order for sealed bidding to be feasible, the following conditions shall be present:

- a. a complete, adequate, and realistic specification or purchase description is available;

- b. two (2) or more responsible bidders have been identified as willing and able to compete effectively for the business; and
- c. the procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally based on price.

When sealed bids are used, the following requirements apply:

- a. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
- b. The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond.
- c. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
- d. A firm fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts must only be used to determine the low bid when the District determines they are a valid factor based on prior experience.
- e. The Board reserves the right to reject any or all bids for sound documented reason, but must document and provide a justification for all bids it rejects.

## 2. Proposals

Procurement by proposals is a method in which either a fixed price or cost-reimbursement contract is awarded. This method is used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

[DRAFTING NOTE: Like sealed bids, Federal law does not require a competitive proposal unless the procurement is for over \$250,000. The State/District may set a lower threshold for sealed bids and competitive proposals. Michigan law stipulates a threshold for which sealed bids are required. The competitive threshold for the 2025-26 fiscal year is \$31,321 effective October 2, 2025. (See Policy 6320.)]

- a. Requests for proposals require public notice, and must identify all evaluation factors and their relative importance. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.
- b. Proposals shall be solicited from an adequate number of sources.
- c. The District must have written procedures for conducting technical evaluations and for making selections.
- d. Contracts must be awarded to the responsible party whose proposal is most advantageous to the District considering price and other factors.

### 3. If this method is used, the following requirements apply:

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure A/E professional services. The method cannot be used to purchase other services provided by A/E that firms are a potential source to perform the proposed effort.

## 3. Noncompetitive Procurement

Procurement by noncompetitive proposals may be used only when one (1) or more of the following circumstances apply:

- a. the aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;
- b. the procurement transaction can only be fulfilled by a single source;
- c. the public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
- d. the District requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
- e. after soliciting several sources, competition is determined to be inadequate.

### **Domestic Preference for Procurement**

The District should, to the extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Such requirements shall be included in all sub-awards, contracts, and purchase orders under the Federal award.

### **Procurement of Recovered Materials**

The District must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6962. These requirements include:

- A. procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
- B. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- C. establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

The District should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are bio-based, or are energy and water efficient; and are sustainable, as long as the reused, refurbished, or recycled materials do not present a greater health risk than other market alternatives at the time of purchase.

This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

### **Contract/Price Analysis**

The District shall perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the Simplified Acquisition Threshold (currently ~~\$350,000~~ **\$350,000 effective October 1, 2025** ~~\$250,000~~). The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the District should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the District must make independent estimates before receiving bids or proposals. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements. The District must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the District according to cost principle requirements.

### **Time and Materials Contracts**

The District uses a time-and-materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. A time-and-materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

### **Suspension and Debarment**

The District will award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of the proposed contract. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) public policy; (3) compliance; (4) proper classification of employees; (5) record of past performance; and (6) financial and technical resources.

The District shall not subcontract with or award sub-grants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at [www.sam.gov](http://www.sam.gov); collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 CFR Part 180 Subpart C)

### **Bid Protest**

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

### **Maintenance of Procurement Records**

The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

### **Records Retention**

The District must retain all Federal award records for three (3) years from the date of submission of the final financial report. For awards that are renewed quarterly or annually, the District must retain records for three (3) years from the date of submission of the quarterly or annual financial report, respectively. Records to be retained include, but are not limited to, financial records, supporting documentation, and statistical records. Other records retention requirements shall be in accordance with 2 C.F.R. 200.334.

The District must collect, transmit, and store Federal award information in an open file, non-licensed, and machine-readable formats. The District may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

Revised 12/17/18

Revised 6/10/19

Revised 5/19/21

Revised 5/9/22

Revised 5/8/23

T.C. 7/1/24

Revised 2/17/25



The district currently operates a 0.5 mill, 10-year sinking fund that was approved by our community in May 2017. The millage currently brings in approximately \$900k per year to be used on building repairs, construction, and site improvements. Sinking funds are a “pay as you go” system that enable the district to fund infrastructure projects without borrowing money and paying interest. The district has been able to use sinking fund dollars to address critical needs across all district facilities, including HVAC system upgrades/repairs, paving, signage, pool improvements, site improvements, and interior/exterior door replacements. Detailed information on sinking fund projects can be found on our website: <https://www.hartlandschools.us/Sinking-Fund>.

The sinking fund is critical to maintaining the district’s \$411M in assets. Without it, necessary building improvements would have to be funded from the General Fund, reducing the resources available for student programs and services. To date, the district has spent approximately \$6M on building improvements that would have otherwise been borne by the general fund. Please note, the State of Michigan does not provide funding for district facilities.

Our recommendation is that the Board of Education pass a resolution to place a 10-year, 0.5 mill sinking fund proposal on the ballot for November 2026. In order to meet county ballot deadlines, the Board will need to act no later than July 31, 2026.

Please review the FAQ’s below and feel free to reach out if you have any questions.

## **Sinking Fund Millage Renewal – Frequently Asked Questions (FAQ)**

### **What is a sinking fund millage?**

A sinking fund millage is a voter-approved property tax used specifically for school building and site improvements. Sinking funds are a “pay as you go” system that enable school districts to fund infrastructure projects without borrowing money and paying interest.

### **How can sinking fund millages be spent?**

Sinking funds are legally restricted to specific capital improvements, including:

- Building repairs and construction
- Site improvements

- School security
- Technology upgrades
- Transportation & utility vehicles

**Can sinking funds be used for salaries and benefits?**

**NO.** Sinking funds cannot be used for salaries and benefits, teaching supplies, textbooks, or regular maintenance of facilities.

**How does a sinking fund help the general fund if the dollars can't be used on salaries and benefits?**

Without the sinking fund, expenditures for large facility and infrastructure upgrades would need to come from the general fund, leaving fewer resources for direct educational purposes.

**How do I know that the district has spent the current sinking fund dollars appropriately?**

Sinking funds are audited annually for compliance with spending requirements. Since its inception, the district has had no findings on its sinking fund audits.

**What is being proposed?**

The district will be asking voters to continue the existing millage of 0.5 mills for another 10 years.

**When does the current sinking fund expire?**

The final collection under the current millage will occur in December 2026.

**What will the ballot language look like?**

The law changed in 2017 and 2023 to expand the allowable use of sinking funds to include security, technology and vehicle upgrades. In order to take advantage of the expanded use of funds, the ballot language must reference an *increase* of 0.5 mills, even though effectively, we are just asking our voters to continue the existing 0.5 mill levy.

**Why is the district currently only collecting 0.4763 mills, even though 0.5 mills were approved in 2017?**

The Headlee rollback is a provision in Michigan law that limits how quickly property tax revenue can grow. When property values increase faster than inflation, a rollback is calculated and applied to the millage rate, which then reduces the millage rate.

Due to Headlee rollbacks that have occurred since May 2017, the district is not able to collect the full 0.5 mills each year. In 2025, the sinking fund millage rate was 0.4763 mills.

### **Will this increase my taxes?**

Property taxes naturally increase each year because property values increase. In addition to this standard inflationary increase, an additional 0.0237 mills are needed to restore the millage lost by Headlee rollbacks to the originally authorized 0.5 mills. For a home with a taxable value of \$200,000, this restoration would result in an additional cost of **\$4.74** per year.

### **Why is the sinking fund important?**

It is important to note that the State of Michigan does not provide funding for school building, construction or repair. Instead, school facility upgrades are primarily funded through local voter-approved millages.

Renewing the sinking fund millage helps ensure that:

- School facilities remain safe, functional, and up to date
- Emergency repairs can be addressed without disrupting instructional budgets
- Investments in infrastructure protect the community's prior investments in school buildings
- Students and staff benefit from high-quality learning environments

The sinking fund plays a critical role in maintaining our district's assets while preserving general fund resources for direct educational purposes.

### **Who can I contact if I have more questions?**

Chuck Hughes, Superintendent 810-626-2100

Rachel Bois, Chief Financial Officer 810-626-2124

Van Replacement  
Prepared by: Rachel Bois  
May 18, 2026

Continuing the district's vehicle replacement schedule, the 2008 E150 van is up for replacement this year. The current van is in poor condition.

Identifying a suitable replacement to meet both operational needs and current legislation has been challenging. The vehicle must have a V8 engine to safely tow our trailers. It also needs cargo space to meet our operational needs. Finally, it needs to have a seating capacity of less than 11 passengers, otherwise it would be considered a "school bus" and only a licensed school bus driver could drive the vehicle. Doug Obersteadt, our Garage Supervisor, has recommended we purchase a cargo van to meet all these requirements.

The cargo van will be used for a number of purposes, including:

- Towing band and robotics trailers
- HS parking lot patrol vehicle (for security staff)
- Running district errands (i.e., bus garage needs to pick up parts)
- Back up food service vehicle (when driver is out or box truck is out of service)
- Food service catering

Volunteers and school staff are using their personal vehicles for many of these purposes noted above. This puts our volunteers and staff at risk because any damage to their personal vehicles while performing district-related duties will fall to their personal insurance policy. Should the board approve the purchase, the van can go back to being used for its intended purpose and eliminate this exposure to our volunteers and staff.

The district explored options for used vehicles; however, we were unable to find something reasonably priced that was in good condition with the towing capacity needed.

Pricing for the van was obtained through MiDeal, which is the State of Michigan's cooperative purchasing program, and significantly lower than retail. The van will be purchased out of the General Fund.

# Parent Student Handbook Revisions 2026/2027



## Secondary Handbook (7th-12th Grades)

**CHANGE & RATIONALE:** Updated policy. Add instigating.

HHS/LEGACY - Page 4

### **II. School Rules and Regulations**

12. Fighting, which could include acts of pushing, pulling, tripping, **instigating**, etc.

**CHANGE & RATIONALE:** Updated policy to match new requirements.

HHS/LEGACY - Page 5

#### **II.a. ELECTRONIC DEVICE/CELL PHONE POLICY - GRADES 9-12 ONLY**

Electronic devices, **including cell phones, smartwatches, headphones (wired and wireless), smart glasses or any other device capable of, but not limited to, text messaging, voice communication, entertainment, navigation, accessing the internet, sending and receiving photos and videos or producing email**, may be used before and after school, during passing time, and during a student's lunch period. ~~Electronic devices may be used during instructional/class time at the discretion of the classroom teacher.~~

Cell phones, smartwatches, headphones (wired and wireless), smart glasses are not permitted to be out during instructional time, or the period of time from the beginning to the end of each class. Students who do not comply with the electronic device policy will require support from school administration to help them to do so. Administrative support will be in line with the code of conduct, which includes progressive discipline. Any cell phone, smartwatch, headphones (wired and wireless), or smart glasses that are out during instructional time is considered to be a violation of this policy. ~~causing a disruption during instructional/class time may be confiscated and taken to the main office.~~ Students should take necessary steps to prevent electronic device related disruptions from impacting the learning environment. ~~Disruption~~ Disruptions can include ~~phone~~ electronic devices that are ringing, beeping, vibrating, ~~texting~~, alerting, etc. Electronic devices brought to school can be subject to a reasonable search.

Cameras/video, including cell phone cameras/video, shall not be used without specific prior consent from a building administrator. At no time may cameras/video be used in locker rooms and bathrooms. Laser pens and pointers are absolutely forbidden at all times.

~~Students violating this policy may have their items confiscated and may face progressive discipline.~~

Exemptions to this policy include medically necessary devices documented with the school or school and district owned devices such as chromebooks and computers. Furthermore, teachers must request administrative approval in the event that they wish to permit the use of electronic devices to enhance instruction. Permission will follow a defined process and, if approved, will be for a defined period of time.

Use of an electronic device during an emergency situation must not interfere with school emergency protocols or the actions of first responders, and must not endanger students or faculty.

**CHANGE & RATIONALE:** Updated policy.

HMS - Page 5

## **II.b. ELECTRONIC DEVICE/CELL PHONE POLICY - GRADES 7-8 ONLY**

During the school day, electronic devices/cell phones are to be silent and put away **in lockers**. They may be used in the lunchroom during a student's lunch period, and in the classroom with teacher permission.

Exemptions to this policy include medically necessary devices documented with the school or school and district owned devices such as chromebooks and computers. Use of an electronic device during an emergency situation must not interfere with school emergency protocols or the actions of first responders, and must not endanger students or faculty.

**CHANGE & RATIONALE:** Update Student Code of Conduct. Add electronic device consequences.

HHS/LEGACY - Page 8A

Category 2				
<ul style="list-style-type: none"> <li>● Electronic Device Violation</li> <li>● Truancy Skipping</li> </ul>	Possible loss of network/electronic device privileges	Possible loss of network/electronic device privileges	Possible loss of network/electronic device privileges	Possible loss of network/electronic device privileges

**CHANGE & RATIONALE:** Updated policy. Align with SCOTUS.

Secondary - Page 13

In the first bulleted section, remove the following sentence:

~~However, in situations where educators are aware parental knowledge might threaten the students' safety and/or welfare, parents(s) or guardian(s) may be excluded.~~

**CHANGE & RATIONALE:** Updated policy. This differentiates hourly tardies and signing students into school.

HMS - Page 17

**Regulations specific to Hartland Middle School**

After MIDDLE SCHOOL ATTENDANCE POLICY #4. Numerous explained absences where there is reasonable doubt of the truthfulness of the excuses.

### Tardies:

Student tardies are recorded on an hour-by-hour basis. The following guidelines are in place for each hourly period:

1. A student is considered tardy if s/he enters the classroom without a valid pass after class begins.
2. A student entering the building after the start of first hour must have a parent sign them in at the Main Office.

**CHANGE & RATIONALE:** Updated policy. Increase ticket charge.

HHS/LEGACY - Page 24

### Traffic and Parking Regulations

15. The assigned parking number tag will be collected at the end of the school year. If you misplaced the tag, there will be a ~~\$5.00~~ \$10.00 charge to replace the tag.

**CHANGE & RATIONALE:** Update policy.

Secondary - Page 44-45

## **ELIGIBILITY FOR PARTICIPATION... ATHLETICS AND CO-CURRICULAR ACTIVITIES**

### **Statement of Policy**

#### Requirement to start the season:

In order to be compliant academically and eligible athletically, a student athlete must have passed **or received 'Credit'** in 6 of 7 classes in the most recent marking period or semester and maintain at least a 1.665 grade point average. This will be the minimum standard for starting a season without a period of ineligibility.

#### Maintaining Eligibility During the Season:

The athletic department has the responsibility to monitor the progress of all student athletes to determine current eligibility. Academic grade checks will be based on the 1st and 3rd marking periods and the 1st and 2nd semester grades. While in season, student athletes must maintain at least a 1.665 grade point average and meet the requirement for earning credit in 6 of 7 classes. If the athlete does not meet these requirements, he or she can practice but may not participate in any contests or

scrimmages until further notice. The coach will be notified by the athletic department and the coach will be responsible for notifying the student athlete and parent.

Period of Ineligibility:

In the event that a student is deemed ineligible at any time during the season, they must pick up a “progress report” from the athletic office, have it signed by all of the teachers on the last day of class that week (usually a Friday) and return the progress report to the Athletic Director (athletics) or Assistant Principal (academic club 44 activities). If the student demonstrates passing grades in 6 of 7 classes, he/she will be able to resume participation under probation on Monday of the next week. The student will be monitored weekly throughout the season and if the student fails to pass **or receive 'Credit'** in 6 of 7 classes at any time, he/she will be ineligible for the next week and remain so a week at a time until a passing grade in 6 of 7 classes is achieved.

**Intermediate Handbook (5th-6th Grades)**

No changes requested.

**Elementary Handbook (K-4th Grades)**

***CHANGE & RATIONALE:*** Update language to reflect current practice.

Elementary- Page 8

**TARDINESS**

(keep current language as is, remove final sentence): ~~A letter will be sent after ten tardies.~~

**MOVING OUT OF DISTRICT**

Please contact the school by phone, **written note, or email before** when you move from the area. The ~~teacher and school secretary~~ **office staff** need to be notified of your new address, date of leaving, and name of the new school to be attending so that our records will be accurate.

**All Handbooks (K-12th Grades)**

***CHANGE & RATIONALE:*** Remove Carol Hayes as a Compliance Officer as she is retiring.

Inside cover.

**CHANGE & RATIONALE:** Remove Diabetic Management as individual student health needs will be documented through the 504 process.

Secondary- Page 30

Intermediate- Page 24

Elementary- Page 24



# THRUN

LAW FIRM, P.C.

MICHAEL D. GRESENS  
CHRISTOPHER J. IAMARINO  
RAYMOND M. DAVIS  
MICHELE R. EADDY  
KIRK C. HERALD  
ROBERT A. DIETZEL  
KATHERINE WOLF BROADDUS

DANIEL R. MARTIN  
JENNIFER K. STARLIN  
TIMOTHY T. GARDNER, JR.  
IAN F. KOFFLER  
FREDRIC G. HEIDEMANN  
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PHILIP G. CLARK  
PIOTR M. MATUSIAK  
JESSICA E. MCNAMARA  
ERIN H. WALZ  
RYAN J. MURRAY  
MACKENZIE D. FLYNN  
KATHRYN R. CHURCH

MARYJO D. BANASIK  
CATHLEEN M. DOOLEY  
KELLY S. BOWMAN  
AUSTIN W. MUNROE

U.S. MAIL ADDRESS  
P.O. Box 2575, EAST LANSING, MI 48826-2575  
PHONE: (517) 484-8000 FAX: (517) 484-0041

ALL OTHER SHIPPING  
2900 WEST ROAD, SUITE 400  
EAST LANSING, MI 48823-6386

GORDON W. VANWIJREN, JR. (OF COUNSEL)  
ROY H. HENLEY (OF COUNSEL)  
BRADFORD W. SPRINGER (OF COUNSEL)

ROY H. HENLEY  
(517) 374-8864  
rhenley@thrunlaw.com

January 5, 2026

## **Confidential: Attorney-Client Privileged Communication**

Mr. Chuck Hughes  
Superintendent  
Hartland Consolidated Schools  
9525 E. Highland Road  
Howell, MI 48843

*Via Email*

**Re: *Proposed Board Policy Updates and Revisions***

Dear Mr. Hughes:

I understand that a Board member has proposed several policy revisions and amendments. You have provided me with a copy of the proposed language and have requested review of same. This letter addresses the proposed revisions below.

### ***Student Transgender and Sexual Orientation Matters***

The proposed policy revisions include language addressing issues involving sexual orientation and gender identity, both separately and in conjunction with other proposed policy revisions (e.g., policy language concerning parental notification and involvement). This section of the letter addresses those issues collectively.

As you know, most legal activity on this issue involves transgender issues as opposed to those concerning student sexual orientation. The bulk of this section will therefore address that matter.

On January 20, 2025, President Trump issued Executive Order (“EO”) 14168 which, among other things, expressly stated that the term “sex” does not include “the concept of ‘gender identity.’” On January 29, 2025, President Trump issued EO 14190 which, among other things, calls for the heads of several executive agencies, including the US Department of Education, to provide the President with a plan to rescind federal funds or prevent them from being issued to schools that “directly or indirectly support or subsidize the instruction, advancement or promotion of gender ideology . . . or directly or indirectly support or subsidize a student’s ‘social transition.’” EO 14190 defines a “social transition” as the “process of adopting a ‘gender identity’ . . . that differs from a person’s sex.

This has also affected Title IX rulemaking. As the Board has been correctly advised, federal administrative rules have removed discrimination or harassment based on gender identity as an



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event which can be actionable under Title IX, only. Whether the courts will consider that change in rules to be authoritative or persuasive remains to be seen.<sup>1</sup>

Regardless of presidential Executive Orders and federal rulemaking under Title IX, transgender student rights remain legally protected under both state and federal law. Simply stated, Executive Orders cannot overrule case law, nor can they repeal statutes, either directly or by implication.

This places Michigan public school districts in a classic “rock and hard place” position with respect to transgender issues.<sup>2</sup> On the one hand, the federal government may choose to illegally withdraw funding from districts who comply with applicable law or even recognize the existence transgender status. On the other hand, failure to protect students asserting transgender status from discrimination or harassment, or conditioning such protections upon parental consent, potentially exposes the District to potential liability under both state and federal law. An analysis of the current legal status of transgender students and recommendations regarding the proposed policy amendments follow.

#### **A. Federal Law**

On June 15, 2020, the U.S. Supreme Court issued its decision in *Bostock v Clayton Cty*, 590 US 644 (2020), holding that Title VII’s protection against sex-based discrimination in the workplace applied to gender identity and sexual orientation. The Court concluded that it is impossible to discriminate based on transgender status or sexual orientation without also discriminating based on sex.

Soon after the Supreme Court’s decision in *Bostock*, the 4th Circuit Court of Appeals, whose decisions are persuasive but not binding in Michigan, held that Title IX protects transgender students and prohibits schools from discriminating against them based on gender identity in the context of bathroom access. The 4<sup>th</sup> Circuit cited to the *Bostock* decision, with the court explicitly stating that “[a]fter the Supreme Court’s decision in *Bostock* . . . we have little difficulty holding that a bathroom policy precluding [the student] from using the boys restrooms discriminated against him ‘on the basis of sex.’” See *Grimm v Gloucester Cty Sch Bd*, 972 F3d 586 (CA 4, 2020).

Other federal courts followed suit. In the interest of brevity, this letter will focus upon decisions of the United States Court of Appeals for the Sixth Circuit, whose decisions are binding in Michigan, and decisions within the Sixth Circuit.

The Sixth Circuit issued a unanimous decision in 2018 that employment “[d]iscrimination on the basis of transgender and transitioning status is necessarily discrimination on the basis of sex” that imposes the employer’s “stereotypical notions of how sexual organs and gender identity ought to align.” *EEOC v RG & GR Harris Funeral Homes, Inc* (CA 6, 2018). This decision aligned with the court’s previous 2016 decision upholding an injunction against an Ohio school’s policy

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<sup>1</sup> Federal regulations cannot require action or lack thereof in contravention of binding judicial opinions.

<sup>2</sup> As will be explained below, no such issue exists with respect to student sexual orientation.



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that barred an 11-year-old transgender girl from using the girl’s restroom at school. *Dodds v US Dept of Educ*, 845 F3d 217 (CA 6, 2016). The injunction in *Dodds* required the school to allow the transgender girl to use the girls’ restroom at school. In that case, the court specifically stated that “[u]nder settled law in this Circuit gender nonconformity . . . is an individual’s “fail[ure] to act and/or identify with his or her gender.... Sex stereotyping based on a person’s gender non-conforming behavior is impermissible discrimination.” *Id.* at 221, citing *Smith v City of Salem*, 378 F3d 566, 575 (CA 6, 2004).

The U.S. District Court for the Southern District of Ohio, which, like Michigan federal courts, falls within the Sixth Circuit, considered this issue again in 2023. In *Doe v Bethel Local Sch Dist Bd of Educ*, (SD Ohio, August 7, 2023), non-transgender (cisgender) student and parent plaintiffs filed a lawsuit against a school district alleging that the district’s unwritten policy of allowing transgender students to use bathrooms and locker rooms consistent with their gender identity violated Title IX; the Equal Protection Clause; a parent’s 14<sup>th</sup> Amendment right to direct the care, custody, and control of their children; the Protection of Pupil Rights Amendment; and the First Amendment’s right to Free Exercise of religion. The court dismissed all the plaintiffs’ claims.

## **B. State Law**

### **1. Statutory and Case Law**

On February 13, 2024, amendments to Michigan’s Elliott-Larsen Civil Rights Act (ELCRA) took effect. ELCRA expressly includes sexual orientation and gender identity or expression as protected classifications and prohibits discriminatory policies, practices, and customs based on “sex, sexual orientation, gender identity or expression.” MCL 37.2101 *et. seq.* The statutory amendments largely followed the holdings and dicta of the Michigan Supreme Court in *Rouch World v Department of Civil Rights*, 510 Mich 398 (2022).<sup>3</sup>

In that regard, it bears emphasis that ELCRA prohibits sexual orientation discrimination in education. Case law issued before the ELCRA’s amendment further found sexual orientation discrimination to be prohibited by statute and by constitutional equal protection guarantees. Recent federal rulemaking and Executive Orders do not purport to disturb those holdings. Diminishing student rights in that regard therefore makes the District vulnerable to liability under both state and federal law.

### **2. MDE and MDCR’s Position Since January 2025**

Michigan’s Department of Civil Rights (MDCR) interprets and enforces the ELCRA, not the federal laws cited above. As stated above, ELCRA expressly prohibits discrimination based on gender identity and sexual orientation. Former State Superintendent Michael Rice issued a memo noting that “if an individual is excluded or unlawfully discriminated against and is treated differently or denied educational opportunities due to their sexual orientation, gender identity, or gender expression . . . MDCR may investigate the allegations.” (Feb 13, 2025 Memo:

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<sup>3</sup> An appeal was ultimately dismissed as moot due to state legislative activity.



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<https://www.michigan.gov/mde/-/media/Project/Websites/mde/Memos/2025/02/LGBTQ-Student-Guidance-Memo.pdf>). The Michigan Civil Rights Commission also passed a resolution reaffirming its commitment to protect the rights of all people, specifically referencing federal “efforts and actions” that run contrary to that goal. See, <https://www.michigan.gov/mdcr/-/media/Project/Websites/mdcr/mcr/resolutions/2025/Resolution-Reaffirming-Validity-and-Application-of-State-Civil-Rights-Laws-in-Michigan.pdf>.

### **C. Recommendations**

Since January 2025, engaging in a practice or initiative addressing gender identity and expression in a way that conflicts with the EOs or that “supports or subsidizes” a student’s social transition (i.e., allowing a student to use the bathroom corresponding with their gender identity) may prompt an investigation that could lead to a loss of federal funds. Alternatively, refusing to allow a student to use a restroom or locker room consistent with their gender identity may result in an MDCR complaint and litigation under ELCRA and, possibly, the state and federal constitutions.

We caution the Board against adopting a one-size-fits-all policy because doing so may bring unwanted attention to the District and increase the likelihood of litigation, an OCR or MDCR investigation, and loss of funding. In that regard, the proposed policy provisions addressing transgender student rights and student sexual orientation specifically disadvantage those minor students seeking assistance with those matters, including discrimination and harassment, in that they: (1) generally prohibit discussion of those issues in any context and for any reason, subject to parental consent; (2) require reporting to parents before action is taken regarding matters of gender identity or sexual orientation; and (3) conditions taking action to support any minor student’s legal rights upon written parental consent.<sup>4</sup>

Those requirements would likely be minimally construed as violating ELCRA’s prohibitions against gender identity discrimination, although violations of federal legal and constitutional rights could also be asserted. Additionally, the policy language wraps sexual orientation issues into the same category as transgender issues, although legal protections in that regard cannot arguably be asserted to have been diminished by the 2025 federal executive actions discussed above.

The risk of an enforcement action by MDE or MDCR, or a lawsuit by an aggrieved student or parent, is thus significant.<sup>5</sup> Federal legal authority protecting students based on sexual

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<sup>4</sup> Although working with parents in this regard is a best practice, MDE has recognized that disclosure of a student’s transgender status or sexual orientation may at times endanger the student. See 2015 MDE LGBTQ guidance memorandum, attached.

<sup>5</sup> We also caution the Board against student-specific Board action (e.g., a Board review of specific transgender-student support plans or accommodations) because doing so may violate federal confidentiality laws and invite further legal scrutiny.



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orientation is also undiminished. It is therefore recommended that the suggested revisions relating to student transgender status and sexual orientation should therefore be declined.

### ***Other Policy Proposals***

#### ***A. Mandatory Law Enforcement Reporting (2266)***

The proposed amendments are legal, insofar as they concern issues other than gender identity and sexual orientation. Some concerns include the following:

- They are in part redundant. Reporting of child abuse or neglect is already mandated by Policy 8462, and in Policy 5517, in the section entitled “Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct.”
- The District may wish to maintain discretion when reporting violations of criminal law to the police and decline to make such reporting automatic in all instances. For example, allegations of sexual harassment have increasingly been made regarding young children and some students with disabilities who act out, but who are not criminally responsible as a matter of law. Additionally, nominally consensual sex between a 15- and 16-year-old student, or between students who are below the statutory age of consent, may warrant significant student discipline. It is also technically a felony. See MCL 750.520d. The District may nevertheless wish to maintain discretion in determining whether a police report is warranted. For example, two 15-year-olds who have nominally consensual sex technically are committing Third Degree Criminal Sexual Conduct on each other. MCL 750.520d(1)(a). That may be a situation in which no one is interested in seeking criminal remedies.

#### ***B. Parental Notification and Involvement (2266)***

- Parental notification is fine, gender identity and sexual orientation matters excepted. Policy 2266, however, applies to students and staff alike. Moreover, although interim supportive measures may be required, much cannot be determined until the investigative and decisional process is concluded. A simple statement providing that parents/ guardians shall be notified upon the filing of a Title IX complaint should suffice. That may be inserted into the policy or administrative guidelines.

#### ***C. Parental Notification and Involvement (5517.01)***

- This policy concerns only bullying. The proposed language is legal, although the District may wish to retain discretion regarding the parental contact mandate(subject to concerns regarding sexual orientation and gender identity), given the prevalence of low-level misbehavior which is handled informally at the classroom level. I would suggest limiting the contact mandate to substantiated incidents of bullying, as that term is defined in the policy.



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**D. *Reporting to Law Enforcement (5517.01)***

- Again, the proposed language is legal, although the District may wish to retain discretion as to when to report to law enforcement. The concerns articulated above relating to students who are not criminally responsible for their actions exist here, as well. Moreover, numerous low-level assaults which routinely occur in schools and are informally handled would technically violate MCL 750.81 and would therefore require a police report. Similarly, bullying by adults which could be considered reportable child abuse is addressed by other policies.

Significant crimes committed by criminally responsible minors and adults should, of course, result in a police report. That may be considered a matter of common sense, however. Absent a reporting shortfall, the Board may not find it necessary to address in policy.

***Conclusion***

I trust this letter sufficiently responds to your inquiry. If it does not, or if you have questions, please contact me at your convenience. Thank you for the opportunity to be of service to the Hartland Consolidated Schools.

Very truly yours,

THRUN LAW FIRM, P.C.

A handwritten signature in black ink that reads 'Roy H. Henley'.

Roy H. Henley

RHH/

**Attachment**

This document (and its attachments) are privileged attorney-client communication to remain confidential among the members of the Board of Education and administrative staff for the School District. As such, this document is exempt from disclosure under the Michigan Freedom of Information Act, MCL 15.243(1)(g), and the Board of Education may meet in a closed session to consider its contents pursuant to the Michigan Open Meetings Act, MCL 15.268(1)(h).