



*Regular
Board Meeting*

Board Room

December 8, 2025



Fruitport Community Schools
BOARD OF EDUCATION MEETING
Board Room
3255 E. Pontaluna Rd, Fruitport 49415
Monday, December 8, 2025 - 7:00 p.m.

I. CALL to ORDER

II. PLEDGE of ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF AGENDA

V. PRESENTATIONS

VI. COMMUNICATIONS

1. English Language Learner Audit Report – No Findings

VII. SUPERINTENDENT/ADMINISTRATIVE REPORTS

1. School Building and Site Bonds, Series I Authorizing Resolution and Key Dates
2. Elementary School Site Visits and Discovery Tours: Design Benchmarking
3. Elementary School Schematic Design Schedule
4. Release of MDE School Accountability Index Reports
5. Submission of State School Aid Act Section 31aa Opt-in Questionnaire
6. Michigan State Police Criminal Justice Information Services (CJIS) Audit - Compliant

VIII. REMARKS FROM THE PUBLIC*

IX. CONSENT AGENDA

1. Approval of Bill Listing (attachment IX-1)

<u>Fund</u>	<u>Amount</u>
General Fund:	\$387,507.32
Other Funds:	
Early Childhood Center	\$213.85
Food Service	\$116,511.55
Cooperative Education (ISD) – Tech Millage	\$4,201.50
Debt Service Fund - 2016	\$570.31
Debt Retirement - 2010	\$168.10
Debt Service Fund - 2021	\$120.79
Building & Site Fund	\$189,930.00
Credit Cards (All Funds)	\$182,496.53
Total Bill List:	\$881,719.95

2. Approval of Personnel Report (includes confirmation of new hires, resignations, retirees, and transfers) (attachment IX-2)
3. Approval of Regular Meeting Minutes from November 17, 2025 (attachment IX-3)
4. Approval of Special Meeting Minutes from December 1, 2025 (attachment IX-4)

X. GENERAL BOARD BUSINESS

XI. BUSINESS & FINANCE COMMITTEE REPORTS & RECOMMENDATIONS

JB Meeuwenberg, Chairperson

1. Personal Computer (PC) Purchase Recommendation (attachment XI-1)
2. School Building and Site Bonds, Series I Authorizing Resolution (attachment XI-2)

XII. PERSONNEL COMMITTEE REPORTS & RECOMMENDATIONS

Steve Kelly, Chairperson

XIII. STUDENT AFFAIRS COMMITTEE REPORTS & RECOMMENDATIONS

Tim Burgess, Chairperson

1. Appointment of a Student Reinstatement Hearing Committee (attachment XIII-1)
2. First Reading: High School Handbook Addendum (attachment XIII-2)
3. Second Reading: Thrun Law Firm Policy Updates - October 2025 (attachment XIII-3)

XIV. BOARD MEMBER REPORTS AND DISCUSSIONS

XV. AGENDA ITEMS FOR FUTURE MEETINGS

The Board will need to confirm the following tentative dates and times:

1. Business & Finance Committee Meeting: January 12, 2026 at 5:00 p.m.
2. Personnel Committee Meeting: January 12, 2026 at 5:30 p.m.
3. Student Affairs Committee Meeting: January 12, 2026 at 4:30 p.m.
4. Board of Education Regular Meeting: January 19, 2026 at 7:00 p.m.

XVI. REMARKS FROM THE PUBLIC*

XVII. ADJOURNMENT

*Time is provided for members of the audience to address the Board of Education regarding any topic including items on the agenda. The Board is providing two opportunities for the public to comment during the meeting. The first is for people who wish to bring issues to the Board of Education for board consideration. At the end of the meeting, the Board will provide a brief opportunity for community members to comment on activities and/or discussion that took place during the Board meeting. Time limits may be placed if a large number of individuals would like to address the Board.

Note: Upon request to the Superintendent, the District shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting.



Kennedy, Jason <jkennedy@fruitportschools.net>

No Findings

MDE-GEMS@michigan.gov <MDE-GEMS@michigan.gov>

Thu, Nov 20, 2025 at 9:47 AM

To: jkennedy@fruitportschools.net

Cc: acamp@fruitportschools.net, kwhittaker@fruitportschools.net, jkennedy@fruitportschools.net, AlvarezK@michigan.gov, royall@michigan.gov



STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

GRETCHEN WHITMER
GOVERNOR

SUE C. CARNELL, Ph.D.
INTERIM STATE SUPERINTENDENT

11/20/2025

Mr. Jason Kennedy
Fruitport Community Schools
3255 PONTALUNA RD
FRUITPORT MI 49415

Dear Superintendent Kennedy:

The team from the Michigan Department of Education (MDE), Office of Educational Supports (OES), would like to thank Fruitport Community Schools for the hospitality offered to the team during the visit. The purpose of the Alternate On Site Review visit was to:

- fulfill the MDE's oversight responsibilities for the State and Federal programs administered by the OES
- encourage program coordination and collaboration
- help department consultants identify the program development and improvement needs of the school district
- identify effective program practices for dissemination purposes.

The Alternate On Site Review for Fruitport Community Schools has been completed. There were no areas identified as "change required" as a result of the review. You may have areas for improvement that were identified. If so, continue to work on those areas and be prepared to provide an update on the district's growth at the next scheduled check in with MDE.

Again, we thank you and your staff for the opportunity to review the district's EL program. If you have any questions, please contact Kelly Alvarez, English Learner Educational Consultant, at 517-241-6977.

Sincerely,

Michelle Williams
Manager, Special Populations Unit
Office of Educational Supports

STATE BOARD OF EDUCATION

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ApproveFindingReport_Nov202025-094616.pdf

116K

**Michigan Department of Education
Office of Educational Supports
District Compliance Plan for Title III**

District: Fruitport Community Schools
On Site Review Date: 5/23/2025 - 5/23/2025

District Code: 61080
Compliance Plan Due Date:

District Participants: Allison Camp/Jason Kennedy/Kelly Whittaker/Mr. Jason Kennedy/

Reviewer(s): Kelly Alvarez/Kendra Katnik

Observations:

- There were no findings identified during the review process.

Change Required	District Action Steps that will be Implemented to Achieve the Change Required	Stakeholders Engaged in Action Steps	Person(s) Responsible	Timeline	Evidence of Completion



Kennedy, Jason <jkennedy@fruitportschools.net>

Fruitport Community Schools, 2026 School Building and Site Bonds :: Key Dates

Zylstra, Jeff <zylstraj@stifel.com>

Sat, Nov 22, 2025 at 5:09 PM

To: "Kennedy, Jason" <jkennedy@fruitportschools.net>, "Mark Mesbergen (mmesbergen@fruitportschools.net)" <mmesbergen@fruitportschools.net>, Jessica Wiseman <jwiseman@fruitportschools.net>, Aaron Wright <wrighta@pfm.com>, "Nathaniel Watson (watsonn@pfm.com)" <watsonn@pfm.com>, Stacy Adkins <adkinss@pfm.com>, "Ian F. Koffler - Thrun Law Firm, P.C. (ikoffler@thrunlaw.com)" <ikoffler@thrunlaw.com>, "Crowley, James M." <crowley@millercanfield.com>, "Szuma@millercanfield.com" <Szuma@millercanfield.com>
Cc: "Jones, Annette (PF - Okemos)" <jonesam@stifel.com>, "Jarosz, Bobby (PF - Okemos)" <jaroszr@stifel.com>, "Zylstra, Jeff (PF - Okemos)" <zylstraj@stifel.com>

Good afternoon:

With respect to the above referenced bond issue, I would like to run a few of the key dates before the financing team. Please let me know if you have any known conflicts with these dates:

- 1/26 at 3:00 pm :: Preliminary Official Statement and Schedule of Events reviewed via Teams (45 minutes)
- Week of 2/16 :: Rating Call (date/time TBD)
- 2/26 :: Receive Bond Rating
- 3/11 :: Bond Pricing
- 3/12 :: Bond Purchase Agreement signed between the District and Stifel
- 3/16 :: Ratification Resolution at Regular Board of Education Meeting
- 3/27 at 11:00 am :: Pre-Closing Meeting via Teams (10 minutes)
- 3/31 :: Bond Closing

Once confirmed, we will circulate a complete timeline and working group list. I hope you all have a great Thanksgiving week!

Thank you,

Jeff

Jeff Zylstra | Managing Director

Stifel Public Finance

.....
Direct: 616-224-1586 | **Mobile:** 616-443-4385

E-mail: zylstraj@stifel.com | www.stifel.com/publicfinance

.....
[5181 Cascade Road SE | Grand Rapids, MI 49546](#)

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ITINERARY – DAY 1 November 25th, 2025

- **7:45am** – Meet at *FCS Admin Parking Lot*
- **8:00 – 8:45am** – Travel from *FCS* to *Edgerton Trails Elementary*
 - **DESTINATION:**
Edgerton Trails Elementary School – Rockford Public Schools
9605 Edgerton Ave NE, Rockford, MI
- **8:45am** – Arrive at *Edgerton Trails Elementary*
 - Tour *Edgerton Trails Elementary* until 10:00am
- **10:00 – 10:45am** – Travel from *Edgerton Trails Elementary* to *Thornapple Kellogg ECC*
 - **DESTINATION:**
Thornapple Kellogg Early Childhood Center – Thornapple Kellogg Schools
3316 Bender Rd, Middleville, MI
- **10:45am** – Arrive at *Thornapple Kellogg ECC*
 - Tour *Thornapple Kellogg* until 11:45am
- **11:45am – 12:15pm** – Lunch at *Thornapple Kitchen*
 - **DESTINATION:**
Thornapple Kitchen
4525 M-37, Middleville, MI
- **12:15 – 1:00pm** – Travel from *Thornapple Kitchen* to *Central Kelloggsville Elementary*
 - **DESTINATION:**
Central Kelloggsville Elementary School – Kelloggsville Public Schools
4625 Jefferson Ave SE, Grand Rapids, MI
- **1:00pm** – Arrive at *Central Kelloggsville Elementary*
 - Tour *Central Kelloggsville Elementary* until 2:00pm
- **2:00pm** Depart for *FCS*
- **2:45pm** Arrive at *FCS*



FRUITPORT COMMUNITY SCHOOLS

DISCOVERY TOURS
November 25

in partnership with
TowerPinkster



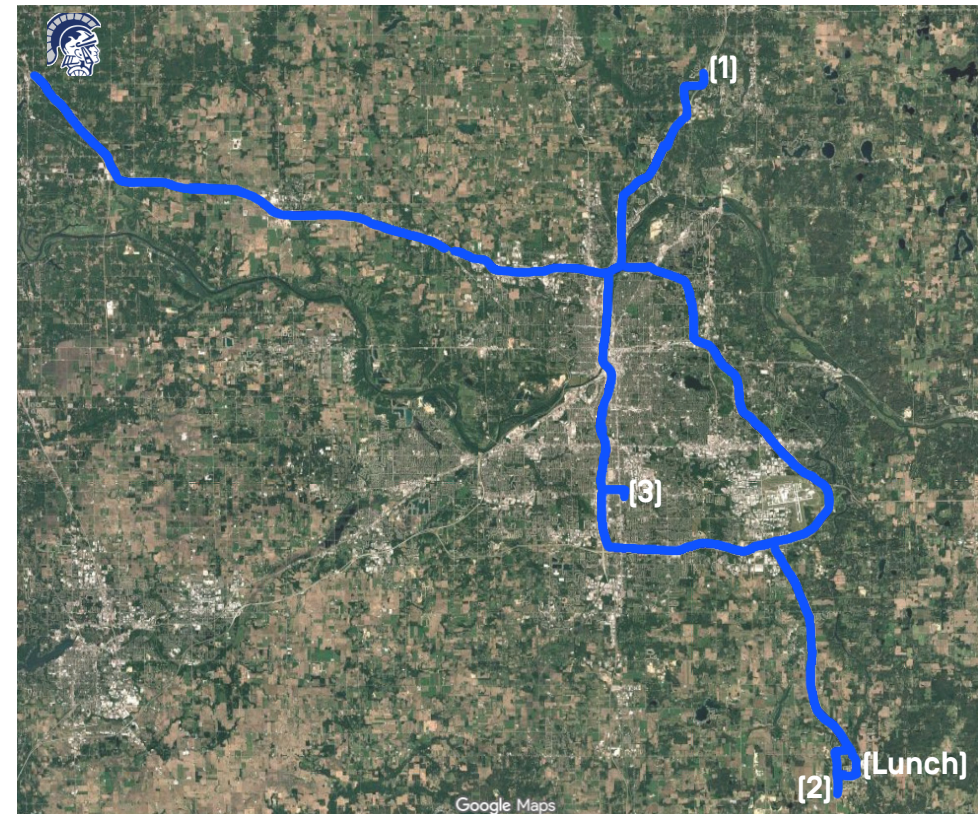
TOUR SCHEDULE

7:45 am	Meet at Administration Building 3255 E. Pontaluna Rd., Fruitport, MI 49415
8:00 am	Travel to Rockford Public Schools Edgerton Trails Elementary 9605 Edgerton Ave NE, Rockford, MI 49341
8:45 am	[1] Tour Edgerton Trails Elementary
10:00 am	Travel to Thornapple Kellogg Early Childhood Center 3316 Bender Rd. Middleville, MI 49333
10:45 am	[2] Tour Early Childhood Center
11:45 am	Lunch at Thornapple Kitchen 4525 M-37, Middleville, MI 49333
12:15 pm	Travel to Kelloggsville Central Elementary 4625 Jefferson Ave. SE, Grand Rapids, MI 49548
1:00 pm	[3] Tour Central Elementary
2:00 pm	Travel to Fruitport Administration Building
2:45 pm	Arrive at Administration Building

FRUITPORT COMMUNITY SCHOOLS

DISCOVERY TOUR

Today's benchmarking tour is an exciting opportunity for Reeths-Puffer administrators and staff to explore schools across Michigan. Our design team has selected schools that have successfully implemented new learning trends through bond-funded projects, ensuring you see the most relevant and innovative examples. Our goal is to inspire and equip you with fresh perspectives and a visionary approach as we transform the elementary school into a modern learning environment. After each visit, please use the QR codes to complete the survey and provide your valuable feedback.



EDGERTON TRAILS ELEMENTARY
ROCKFORD PUBLIC SCHOOLS

Grades: DK-5 | **Student Capacity:** ~750 | **Size:** 80,055 SF

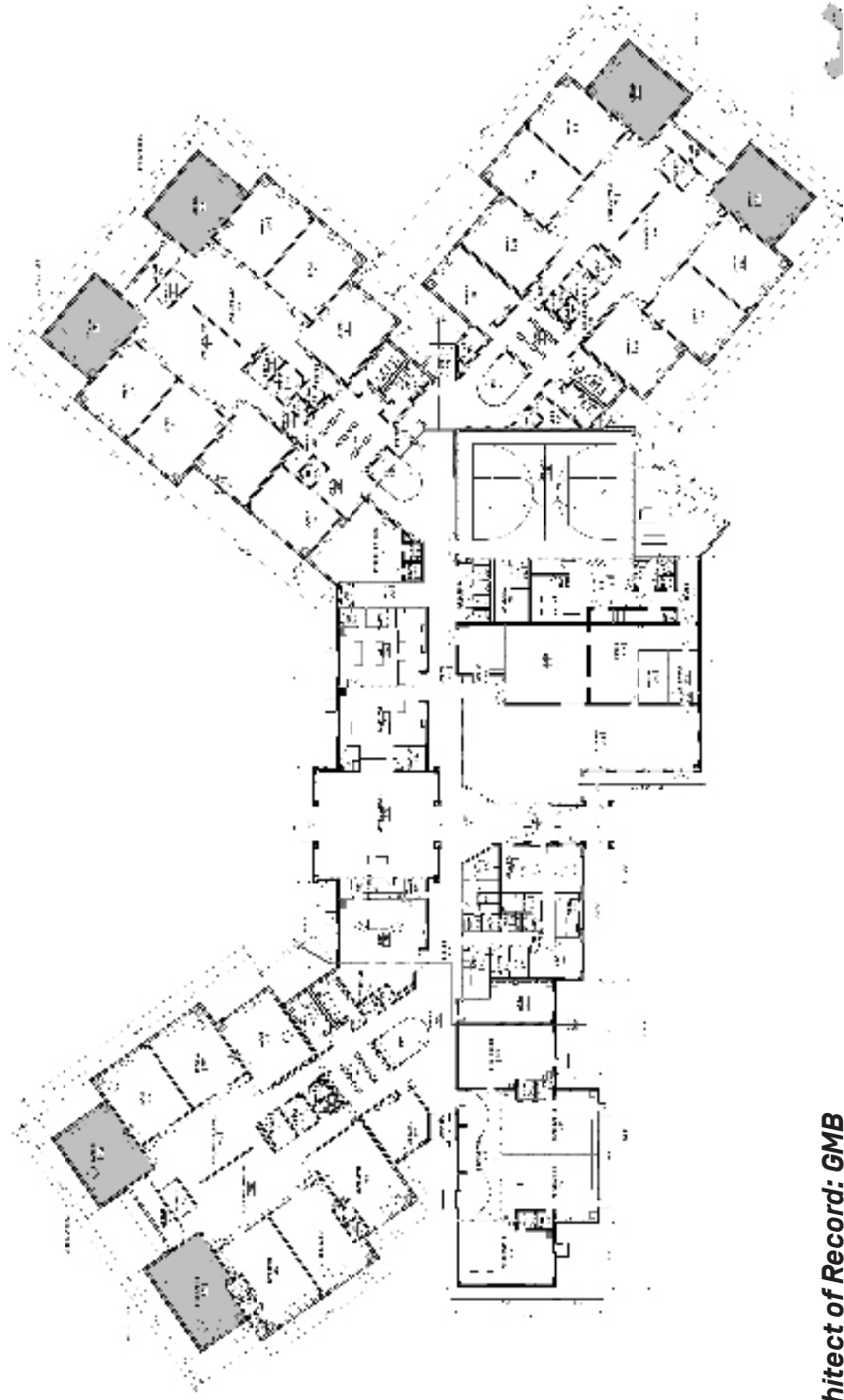
The school's colorful interior is inspired by Rockford's elementary science curriculum, with each grade level housed in distinct "neighborhoods" that reflect local habitats. The neighborhoods — The Pond (DK), The Woodlands (K-1), The Lakes (2-3), and The Dunes (4-5) — provide age-appropriate and fun environments that connect back to what they are learning. Students can feel emotionally and physically safe as the layout ensures they interact primarily with their peers in spaces designed specifically for their developmental stage. The integration of natural themes also extends to the building's outdoor learning spaces, which includes a small classroom amphitheater and access to the district's nature center. Two playgrounds on site also cater to the needs of lower and upper elementary age students.

NOTES



Scan the QR Code to take the survey or visit the link below:
<https://forms.gle/bQEuibbQ35CV9A3u7>

EDGERTON TRAILS ELEMENTARY



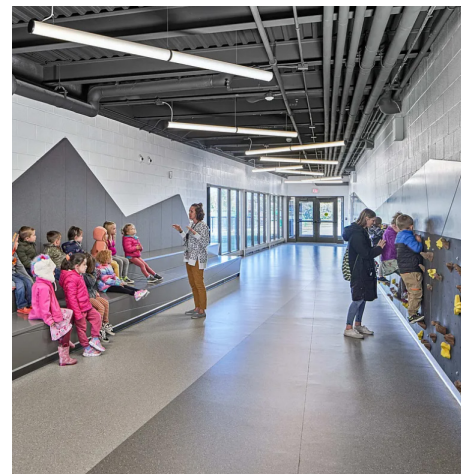
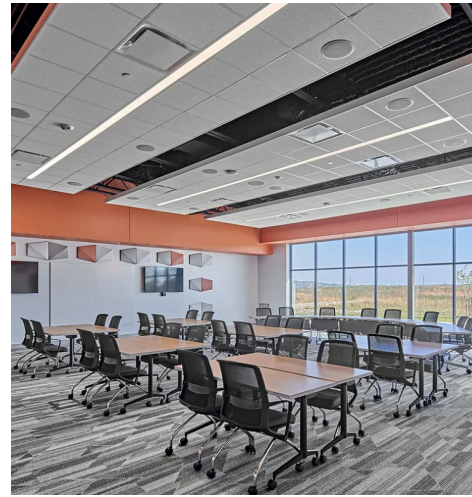
EARLY CHILDHOOD CENTER

THORNAPPLE KELLOGG PUBLIC SCHOOLS

Student Capacity: | **Size:** 33,000 SF

The building includes 10 age-appropriate classrooms with plenty of room for children to move about, a sensory room, multi-purpose room, offices and a large meeting room which can be used for staff development, board of education meetings and other gatherings. There is also a large playground designed as a natural playscape which includes elements and textures from the earth. There are tree logs for climbing on and under, stumps for seating, a large sand play area, a “mud kitchen” play area, as well as traditional play structures for climbing, slides, and swings.

NOTES



Scan the QR Code to take the survey or visit the link below:
<https://forms.gle/uxorkjXuyiG7NxBi8>

EARLY CHILDHOOD CENTER



CENTRAL ELEMENTARY

KELLOGGSVILLE PUBLIC SCHOOLS

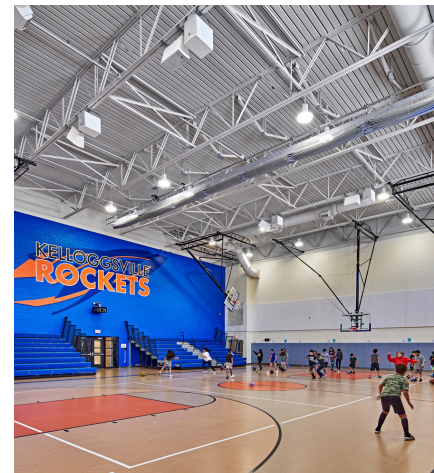
Grades: 3-5 | **Student Capacity:** 475 | **Size:** 62,000 SF

TowerPinkster worked with Kelloggsville Public Schools to replace the existing outdated building to help benefit students, staff, and visitors. The new elementary school contains tall ceilings, separate wings for each grade level, and plenty of natural light. The two-story foyer, the "Rocket Silo", hosts a skylight and a curved staircase to the second floor. The staggered brick texture creates visual interest above the stair that reinforces the idea of upward movement. The shadows created by the brick wall paired with the light fixture and skylight above vary slightly from day to day creating an ever-changing and dynamic effect. The first floor includes 19 general education classrooms, three special education classrooms, a stand-alone cafeteria, a gym, and a large media center. The Media Center furniture is reconfigurable, allowing the space to be arranged for various group sizes and event types.

NOTES

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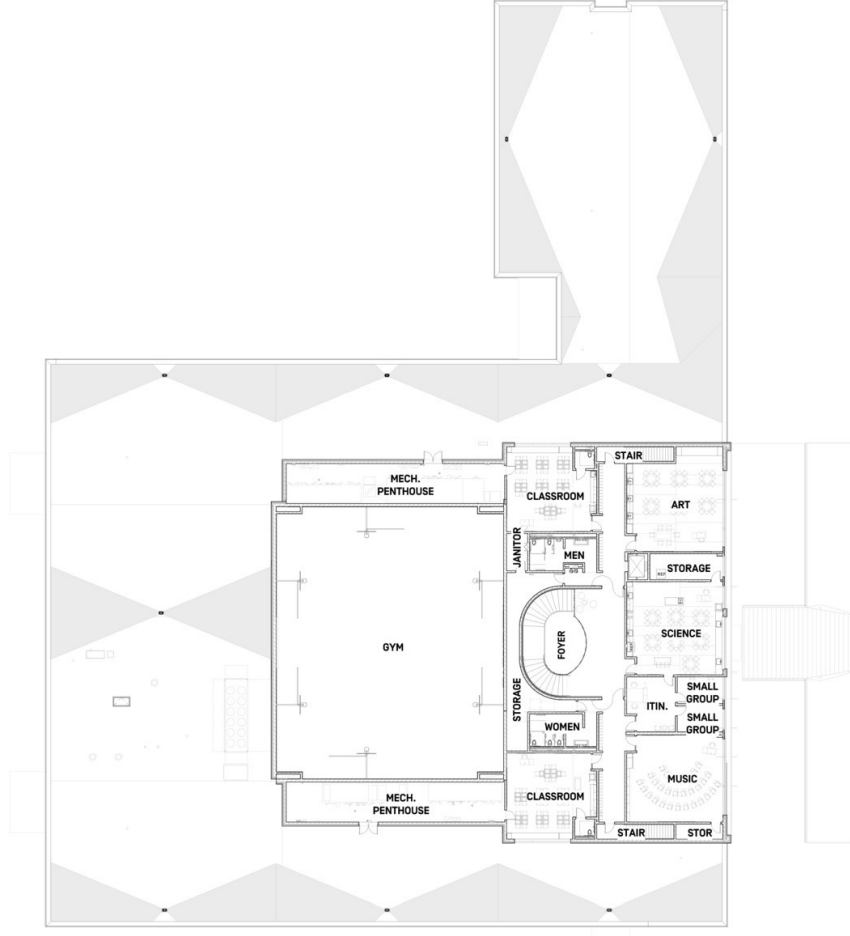
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CENTRAL ELEMENTARY



CENTRAL ELEMENTARY



ITINERARY – DAY 2

December 8, 2025

- **7:45am** – Meet at *FCS Admin Parking Lot*
- **8:00 – 8:30am** – Travel to *West Ottawa Riley Farms*
 - **DESTINATION:**
West Ottawa Riley Farms
612 120th Ave, Holland, MI
- **8:30am** – Arrive at *West Ottawa Riley Farms*
 - Tour *West Ottawa Riley Farms* until 9:45am
- **9:45 – 11:00am:** Travel from *West Ottawa Riley Farms* to *Schoolcraft Elementary*
 - **DESTINATION:**
Schoolcraft Elementary School
13300 S 14th St, Schoolcraft, MI
- **11:00am** – Arrive at *Schoolcraft Elementary*
 - Tour *Schoolcraft Elementary* until 12:00pm
- **12:00pm-12:15pm:** Travel from *Schoolcraft Elementary* to *Mar-Jo's Diner*
 - **DESTINATION:**
Mar-Jo's Diner
325 N Grand St, Schoolcraft, MI
- **12:15pm – 1:30pm:** Lunch at *Mar-Jo's Diner*
- **1:30pm-1:50pm:** Travel from *Mar-Jo's Diner* to *Portage Central*
 - **DESTINATION:**
Portage Central
8422 S Westnedge Ave, Portage, MI
- **1:50pm:** Arrive at *Portage Central*
 - Tour *Portage Central* until 3:00pm
- **3:00pm:** Depart for *FCS*
 - Arrive at *FCS* at 4:30pm



FRUITPORT COMMUNITY SCHOOLS

DISCOVERY TOURS
December 8, 2025

in partnership with
TowerPinkster



TOUR SCHEDULE

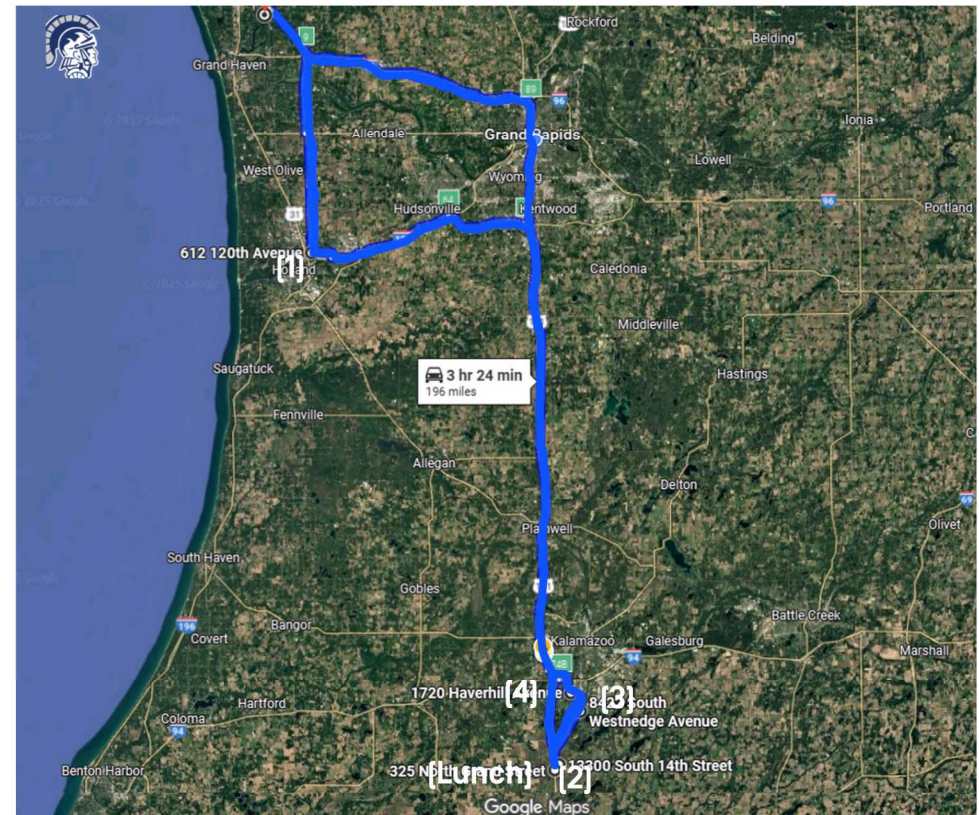
- 7:45 am** **Meet at Administration Building**
3255 E. Pontaluna Rd., Fruitport, MI 49415
- 8:00 am** **Travel to West Ottawa Riley Farms**
612 120th Ave, Holland, MI 49424
- 8:30 am** **[1] Tour Riley Farms**
- 9:45 am** **Travel to Schoolcraft Elementary School**
13300 S. 14th St., Schoolcraft, MI 49087
- 11:00 am** **[2] Tour Elementary School**
- 12:15 pm** **Lunch at Mar-Jo's Diner**
325 N Grand St. Schoolcraft, MI 49087
- 1:30 pm** **Travel to Portage Central Elementary**
8422 S. Westnedge Ave, Portage, MI 49002
- 1:50 pm** **[3] Tour Central Elementary**
- 3:00 pm** **Travel to Administration Building**
- 4:15 pm** **Arrive at Administration Building**

FRUITPORT COMMUNITY SCHOOLS

DISCOVERY TOUR

Today's benchmarking tour is an exciting opportunity for Fruitport administrators and staff to explore schools across Michigan. Our design team has selected schools that have successfully implemented new learning trends through bond-funded projects, ensuring you see the most relevant and innovative examples.

Our goal is to inspire and equip you with fresh perspectives and a visionary approach as we transform the elementary school into a modern learning environment. After each visit, please use the QR codes to complete the survey and provide your valuable feedback.



WEST OTTAWA RILEY FARMS

WEST OTTAWA PUBLIC SCHOOLS

Grades: PK-5 | **Student Capacity:** 550 | **Size:** 79,000 SF

Riley Farms Elementary is West Ottawa's newest K-5 school, having opened in Fall 2025 with a state-of-the-art facility designed to support dynamic and student-centered learning. The school launched an outdoor-focused curriculum beginning in kindergarten, created in collaboration with the Outdoor Discovery Center to foster curiosity, resilience, and hands-on learning in nature.

Riley Farms will also offer advanced math placement, SAIL programming for 3rd-5th grade students, and engaging before and after-school options through Panther Pathways.

NOTES



Scan the QR Code to take the survey or visit the link below:
forms.gle/kKmNqz6BkTvZvxzN7

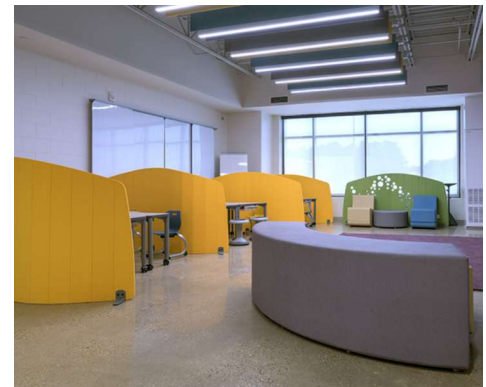


SCHOOLCRAFT ELEMENTARY
SCHOOLCRAFT COMMUNITY SCHOOLS

Grades: PK-6 | **Student Capacity:** 606 | **Size:** 120,000 SF

The design of the new Schoolcraft Elementary is a direct response to interactive visioning with the community and district. Areas of importance for the community were varied, and the district used this feedback to develop a series of promises to deliver: an inviting exterior with a dedicated kindergarten playground; a welcome center that honors the past; flexible space for food, friends, and fun; a media center highlighting a new experience of learning; playgrounds harnessing the power of play; a competition gym to serve all Eagles; classroom collaboration ideal for agile and adaptable learners; STEM and art labs providing hands-on learning for all; and a commons space dedicated to collaboration, communication and creativity.

NOTES



Scan the QR Code to take the survey or visit the link below:
forms.gle/MG34obPuDBsgYRp68

CENTRAL ELEMENTARY

PORTAGE PUBLIC SCHOOLS

Grades: PK-5 | **Student Capacity:** 600 | **Size:** 76,817 SF

The new elementary building is centered around flexible learning spaces that can actively engage young learners. The new classroom environments are designed to be technology-rich and support numerous learning modalities, including independent and team-based learning. Breakout areas, cozy nooks, and open spaces are included beyond traditional classrooms to stimulate creativity and critical thinking.

Construction is underway and is expected to be complete in fall 2025.

NOTES



Scan the QR Code to take the survey or visit the link below:
forms.gle/YMfuDdpssG5x9XcA6



Exterior



Commons



Studio



Heart



Central Elementary



Kennedy, Jason <jkennedy@fruitportschools.net>

31aa Application Submission Received

MDE-GEMS@michigan.gov <MDE-GEMS@michigan.gov>

Wed, Dec 3, 2025 at 11:32 AM

To: jkennedy@fruitportschools.net

Cc: jkennedy@fruitportschools.net, zzost@fruitportschools.net, GirouardZ@michigan.gov, SepeterA@michigan.gov, TeachoutM@michigan.gov



STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

GRETCHEN WHITMER
GOVERNOR

SUE C. CARNELL, Ph.D.
INTERIM STATE SUPERINTENDENT

12/03/2025

Jason Kennedy
Fruitport Community Schools Agreement #61080
[3255 Pontaluna Rd](#)
Fruitport, MI 49415

Dear Jason Kennedy:

The Office of Health and Safety is happy to announce that MDE has received your submission.

If you have any questions about this process, please reach out to the 31aa team at: mde-31aa@michigan.gov.

STATE BOARD OF EDUCATION

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JUDITH PRITCHETT – SECRETARY • MARSHALL BULLOCK II – TREASURER
MITCHELL ROBINSON – NASBE DELEGATE • TOM MCMILLIN • NIKKI SNYDER

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NAVIGATING 31aa

CURRENT GUIDANCE, TIMELINES, AND FAQs



This document provides a summary of key updates, deadlines, and frequently asked questions related to the ongoing state and federal lawsuits involving Section 31aa and its privilege-waiver requirement. It reflects current agreements and guidance shared with members following recent legal developments. This information is for general reference only and should not be considered legal advice. Districts should consult their own legal counsel for district-specific questions and continue monitoring MDE communications and MASA updates as the litigation progresses. *(Updated as of November 25, 2026)*

Legal Update

Please see the below update on the pending state and federal lawsuits challenging the provision of Section 31aa (MCL 388.1631aa) that requires schools to waive privilege as a condition of receiving that funding. Last week, as a compromise to relieve the immediate emergency, the parties have agreed to (1) extend the deadline to opt in to receive Section 31aa funding until December 4, 2025, at 11:59 p.m., and (2) allow schools to rescind your opt-in, including the privilege waiver, no questions asked, by December 30, 2025, at 11:59 p.m.

In light of that agreement, to preserve your ability to receive Section 31aa funding in the event we win on the merits, it is critical that you opt in to receive Section 31aa funding by December 4, 2025 at 11:59 p.m. You will not be able to opt in to receive Section 31aa funding after this deadline.

Both courts have committed to issuing a final decision on the merits of their respective cases by no later than December 19, 2025. Therefore, if we win in one or both courts (i.e., the privilege waiver is found unconstitutional), schools will not need to rescind and your privileges will be preserved. If we lose in both courts, you may rescind your opt-in, which will void your opt-in and acceptance of the privilege waiver. If we lose and you fail to timely rescind, you will receive the funding and will have waived privilege.

This means that if we lose in BOTH courts on December 19, 2025, you must affirmatively RESCIND your opt-in by no later than December 30, 2025 at 11:59 p.m. to preserve your privileges.

Please note that even if you timely rescind, the funding may still be issued to you. If that occurs, MDE will accept your rescission and recoup the funding by deducting the amount from future state school aid payments until all funds have been fully recouped.

We recognize the tight window between December 19 and December 30, particularly given the holidays, so we want to emphasize the importance of planning now in the event our position does not prevail. We encourage you to monitor Michigan Department of Education bulletins and website for updates. We will also issue additional communications as these events unfold to keep you apprised of the steps you should be taking to ensure you can receive the funds if we win and are protected if we do not.

Frequently Asked Questions

Do we need to opt in to the current 31aa application, even though it still includes the waiver of privilege language?

Yes. In the event that the plaintiff school districts are successful, that provision will be declared as unconstitutional. You should affirmatively opt in by December 4th at 11:59 PM to preserve your ability to receive funding.

Do I need to opt in if I already had previously opted in?

No, you do not need to opt in again. However, you will be able to rescind the opt-in if we lose the case on the merits.

Frequently Asked Questions *(continued)*

What will happen to our opt-in or rescission if either side appeals the decision?

This is difficult to predict. We believe the most prudent course, to avoid a waiver of privileges, is to opt in by the December 4th deadline, and if we lose in both trial courts, rescind before the December 30th deadline. We will appeal if we lose at the trial court level, and in that instance we would ask the appellate courts to exercise their authority to issue further orders, if the appellate courts were to agree with us, that would allow districts to still receive funding without waiving privileges. But we cannot guarantee that would be the outcome on appeal.

Could we be held liable between December 4th and December 30th if something happens?

The Courts' orders state that if rescission of the opt-in is timely (i.e., before 11:59 p.m. on December 30, 2025), the opt-in and agreement to waive privileges is void ab initio – that is, it is void and unenforceable as if the opt-in/waiver never occurred in the first instance. So, there should not be any liability exposure during that period in the event of a “mass casualty event.”

Do we need a new board resolution if we previously opted out and will not be opting in? What type of action do we need from our board?

Please discuss with your legal counsel and board the best avenue to protect the district and your interests.

If we do lose both lawsuits, should we rescind the funding immediately, or try to wait until as close to the December 30th deadline as we can?

In order to give time for a potential appeal, we recommend waiting as long as you reasonably can before choosing to rescind.

Do we need to win both lawsuits to prevail?

No. Both cases claim that the waiver clause is unconstitutional and under either case, the provision would be removed from the law.

Do these legal cases have any implications on other sections of the budget, such as other competitive grants?

This lawsuit is restricted to the privilege waiver section of 31AA. The competitive grant funding in 31AA would be impacted, but no other sections would be.



Michigan Association of Superintendents & Administrators

1001 Centennial Way, Suite 300, Lansing, MI 48917

(517) 327-5910 | gomasa.org | @MASAsupts

BOARD ACTION REQUEST FORM

Meeting Date: December 8, 2025

To: Board of Education

Attachments # IX-1 through IX-4

From: Jason Kennedy

Subject to be Discussed and Policy Reference:

- Bill Listing
- Personnel Report
- Approval of Regular Meeting Minutes from November 17, 2025
- Approval of Special Meeting Minutes from December 1, 2025

Background Information:

See attached

Financial Impact:

Recommended Action:

Approval of the Consent Agenda, as presented.

Action Taken:

Vote: ___ Burgess ___ Cole ___ Hazekamp ___ Kelly
 ___ Meeuwenberg ___ Mueller ___ Six



**FRUITPORT COMMUNITY SCHOOLS
BILL LIST
Month of November 2025**

<u>FUND</u>	<u>AMOUNT</u>
GENERAL FUND	\$387,507.32
EARLY CHILDHOOD CENTER	\$213.85
FOOD SERVICE	\$116,511.55
COOPERATIVE EDUC (ISD) - TECH MILLAGE	\$4,201.50
DEBT SERVICE FUND 2016	\$570.31
2010 DEBT RETIREMENT	\$168.10
DEBT SERVICE FUND 2021	\$120.79
BUILDING & SITE	\$189,930.00
CREDIT CARDS (ALL FUNDS)	\$182,496.53
GRAND TOTAL	<u><u>\$881,719.95</u></u>

Personnel Report – December 8, 2025

It is recommended that the following candidates be offered contracts and/or salary increases pending final approval from the Board of Education:

Emily Rogers – Media Center Specialist (Beach/Shettler)
Cindy Ryan – Transportation Bus Aide

The following staff members will Resign/Retire/Reduce Hours/Transfer:

Kari Cotrell – High School MOCI Instructional Assistant
Madison Freeland – Physical Therapist
Kendra Johnston – Transportation Dispatcher

The following positions are currently posted:

Food Service Server / Cashier
Instructional Assistant – Edgewood ASD
Instructional Assistant – High School MOCI
Long Term Substitutes – Occupational Therapist; Support Staff
Maintenance / Grounds Central Receiving
Media Center Specialist – High School
Premier Substitute Teacher
Resource Instructional Assistant – Shettler
Supervisor – Special Education
Varsity Football Coach

To Whom It May Concern,

I have been waiting years to formally express my interest in the media clerk position at Beach and Shettler; so for me to say I am over the moon that this position is vacant would be a complete understatement. This is quite literally the dream job I want to spend the rest of my working years at. I am not only the most logical person for the position because of my experience, but you will also not find anyone who wants this position more than me.

I resigned from my full time clerical position at Shettler in 2016 to stay at home with my kids while they were babies. I ended up spending the last nine years working part time in all of our district's offices, elementary libraries, and both Media Centers. I am very grateful for all of the opportunities, experiences, disappointments, and developments that occurred during this time. I find them to be essential to my growth as a person and as a staff member. This gave me many opportunities to long term sub in each library which was extremely beneficial. I have a firm grasp on what works best for each space, I've gotten to know the staff and students, I know elementary grade level reading for story time, and my adaptability skills are on point. Not only am I aware that both schools are very different, but I appreciate that fact and will be able to work freely to meet the needs of staff and students with my personal style of going with the flow.

Over the summer I accepted a job at Fruitport District Library. I have learned a lot from working there and I'm excited to see my ideas for the Beach and Shettler libraries bloom from the foundation of what I have learned. I was hired by the village in hopes to be a liaison between the library and our Beach and Shettler students. They felt as though this part of our community is being underserved due to the location of the library itself. They were very excited at the idea of a person within the school community doing a summer program to reach our Cloverville families. At this point in the school year, I have begun the process of setting up a field trip for our first grade students to come to the library for a tour, a story, and an introduction to our summer reading program. I plan on being a bridge from the district library to Beach and Shettler during the school year and in the summer I will have a weekly program in Cloverville, where kids can meet up with me for a story, some movement, and conversation.

Everything that I have done the last nine years for the district was in preparation for this job opportunity. It began as me coming into the Middle School and spending time with Mrs. G as she taught me how to run inventory, then I taught myself how to export books out of the system so I could clean the libraries, and then I was able to spend countless months covering each of the libraries and getting to know the energy of each building. There will be no other applicant for this position that has the drive to be the best librarian for both schools and you will not find another person as connected to each building as I am. I grew up at Beach. I helped Miss Dawn put away books after school, played in the classrooms, and made so many memories as a child within those walls. I also grew up in a way at Shettler. I started there as a SAC assistant after working in the Preschool room during the day at the ECC. Then later, my first official 'adult job' as the secretary. Shettler has continued to be my home base, my work family, the place that always welcomed me back through all the phases of my life. I am beyond ready to take on both schools, create a spot for myself within the Beach community, and help our Beach and Shettler students find and foster a love for reading and story telling.

Sincerely, Emily M. Rogers

Emily M. Rogers

6079 Cline Road
Fruitport, MI 49415
(843)670-6464
EmilyMRogers@gmail.com

EXPERIENCE

Fruitport Community Schools

Media and Clerical Support

2016-Present

I have spent the last few years supporting the offices and libraries throughout the Fruitport Community Schools district. With the hope of one day taking over Beach and Shettler, I've used this time to learn the ins and outs of library operations and have gathered valuable experience I'm looking forward to sharing with both schools.

- Day to day operations such as running class reports, checking books in and out of the library
- End of the year inventory audit
- Evaluating library materials and updating the Destiny system to ensure a current and well-maintained collection
- Engaging children through animated story telling
- Engaging students in conversations about books, personal interests, and personal lives in order to build relationships and learn how to best serve them
- Scholastic book fair set up, operating cash register, and tear down
- Chaired and ran Readathon Fundraisers
- General cleaning and organization of the library
- Laminating

Fruitport Community Schools

2014-2016

Shettler Elementary Secretary

There are many different facets to running a school office, but ensuring the needs of our students were being met was my first priority. This includes but is not limited to:

- Emotional support
- First aid and medical distribution
- Community relations, as it was essential to form and maintain relationships with children, families, and staff.
- Communicating with parents and guardians
- Scheduling, attendance, and registering students on PowerSchool as well as creating, handling, and maintaining student's CA-60 records
- Maintaining school financial accounts and managing school credit cards
- Booking school events and scheduling use of facilities
- Ordering supplies and maintaining supply rooms

SKILLS

Communicating and building relationships with staff and students

Problem solving and adaptability

Proficient in Destiny program and navigating our district's data network

EDUCATION

Western Michigan University-
Bachelor of Arts

Awarded May 2011

- Majored in Criminal Justice,
with a minor in Sociology -
Member of Phi Beta Kappa
National Honors Society
-Graduated Magna Cum Laude

REFERENCES

Chris Wettach

cwettach@fruitportschools.net

Andrea Hall

ahall@fruitportschools.net

Ann DeWitt

adewitt@fruitportschools.net

Cindy Ryan

Full Name	Cindy Ryan
Address	386 S Hilton Park Muskegon, MI 49442
Phone	1 (231) 670-1338
Email	cindyrae1976@aol.com

School Bus Aide

Location	Transportation
Category	Transportation
Position Type	Part Time
Remote/Hybrid	Not Available
Pay Type	
School Year	

Welcome!

Your answers will be automatically saved. You can pause and return to complete this application at any time. To begin, click "Next" below.

Contact Info

Contact Info

Name	Cindy Ryan
Phone	1 (231) 670-1338
Address	386 S Hilton Park Road Muskegon MI 49442

Employment History

Employment History

IA

Employer	Lakeshore Learning Center
Dates	May 1, 2025 - CURRENT
Location	Muskegon MI, 49442
Position Type	Full Time
Salary	16.69
Job Duties	1-1 or group work
Reason For Leaving	No support
Supervisor Name	Lisa Little
Supervisor Phone	2317730534 ext 2
Supervisor Email	llittle@muskegonisd.org
Can Contact?	Yes

1-1 Paraprofessional and ASD

Employer	Orchard View Schools
Dates	Nov 2, 2022 - Apr 30, 2025
Location	Muskegon MI, 49442
Position Type	Full Time
Salary	17.26
Job Duties	work with the student when needed, calm situations when they arise.
Reason For Leaving	Lack of organization
Supervisor Name	Heather McDonald
Supervisor Phone	231-760-1600
Supervisor Email	
Can Contact?	Yes

Please explain how your past personal and professional experience qualifies you for this position.

I have worked with sxi, tmi and emi. I have TCI training

Disclosures and Legal Items

Have you ever failed to be rehired, been asked to resign a position, resigned to avoid termination, or terminated from employment?

No

Can you perform all the essential job function(s) of the position(s) for which you are applying, with or without reasonable accommodation?

Yes

Are you eligible to work in the United States?

Yes

Have you ever been convicted of a criminal offense other than a minor traffic violation? If yes, please provide details of all convictions including date of conviction(s), city & state, misdemeanor/felony, and nature of conviction.

No

Have you ever had any indicated finding of child abuse filed in your name?

No

Does your name appear on any Sex Offender Database in any state or country?

No

Equal Opportunity

Equal Opportunity Employer

Not answered

Applicant Acknowledgment and Agreement

By checking the box below, I authorize the school district to conduct background investigations and authorize release of information in connection with my application for employment and the school district shall not be liable for any damages, which may result from such inquiry or verification. These investigations may include inquiries to and regarding criminal or civil convictions, driving records, previous employers and educational institutions, personal references, professional references and other appropriate sources. I waive my rights of access to any such information and without limitation hereby release the school district and the reference source from any liability in connection with its release or use. This release includes the sources cited above and specific examples as follows: the local Sheriff, Central Criminal Records Exchange, Michigan or other State Departments of Social Services, Child Protection Services Unit and any locality to which they may refer for release of information pertaining to any findings of child abuse or neglect investigations involving me. Candidate hereby authorizes the school district to conduct an investigation of candidate pursuant to the School Code to determine whether candidate has been convicted of any criminal or drug offenses as set forth in such statute, and upon request, agrees to execute an investigation authorization form as a condition for candidate's employment. The School Code also stipulates that the School District perform a check on the Statewide Sex Offender Database. Candidate may not be employed unless such investigations have been initiated. I certify that I have made true, correct and complete answers and statements on this application in the knowledge that they may be relied upon in considering my application; and I understand that any omission, falsely answered statement made by me on this application, or any supplement to it, will be sufficient grounds for denial of employment or discharge. I have read, understand and agree to the statements and conditions of employment as contained in this application, and understand that this application will become a permanent part of my personnel records if accepted for employment.

☒ Agree

Referrals

How did you hear about this employment opportunity?

MAISD WEBSITE

Thank you for your application!

Thank you for your application! We will be in contact with you as soon as possible, but it may take some time. If you have any questions, please contact the Administrative Office at 231-865-3154.

SEPARATION AGREEMENT AND RELEASE OF CLAIMS

This Separation Agreement and Release of Claims ("Agreement") is entered into between the Fruitport Community Schools and its Board of Education (collectively "Fruitport") and Dr. Madison Freeland ("Employee"), an at-will employee employed by Fruitport.

The Parties wish to sever the employment relationship between Employee and Fruitport according to the following terms.

1. **Irrevocable Resignation.** By this Agreement, Employee submits her irrevocable, voluntary resignation from all employment with Fruitport, effective December 12, 2025. This Agreement, when executed by Fruitport, constitutes acceptance of Employee's resignation. Through this Agreement and her resignation, Employee relinquishes all employment rights she has with Fruitport and to any claim or expectation she may have to future employment with Fruitport.

2. **Compensation.** In exchange for Employee's resignation as described in Paragraph 1, Fruitport will pay Employee's salary and benefits as described in the Fruitport Community Schools' Non-Affiliated Support Wage and Benefit Information document dated July 1, 2025 – June 30, 2026 ("Wage and Benefit document") through December 19, 2025. Employee's failure to pay her share of health-insurance premium costs will relieve Fruitport of any responsibility for continued insurance coverage described in this Paragraph.

3. **Final Compensation.** Employee accepts this Agreement and the payments made under its terms as the sole, exclusive, and final compensation that Fruitport will provide to Employee for her employment with and separation from Fruitport. Except as is specifically provided otherwise in paragraph 2 of this Agreement, Employee is not entitled to any other compensation, benefits, or separation payments provided under any existing, expired, or successor contract or due to any other established working condition or policy, including, without limitation, any insurance coverages or premiums identified in the Wage and Benefit document or compensation for accrued or accumulated sick, personal business, or vacation days.

4. **Duties Through Resignation.** Effective immediately, Employee may not be physically present on Fruitport property, attend Fruitport activities or events, or provide direct services to students without the Superintendent's written approval. Employee will complete other duties as assigned remotely through the effective date of her resignation.

5. **Unemployment Compensation.** If Employee applies for unemployment insurance compensation benefits under the Michigan Employment Security Act, MCL 421.1 et seq., Fruitport may provide the Unemployment Insurance Agency a copy of this Agreement. The determination of Employee's eligibility for benefits is within the sole jurisdiction of the Michigan Unemployment Insurance Agency. Fruitport makes no guarantee as to whether Employee is eligible for, or will receive, benefits.

6. **District Property.** Within 3 calendar days from the effective date of this Agreement, Employee will return all property issued to her for use as a Fruitport employee, if any, including, without limitation, electronic equipment, keys, books, and files.

7. Information Disclosure. The Parties will not disclose this Agreement or its terms to any third party unless legally required to do so. This Agreement may be subject to disclosure under the Michigan Freedom of Information Act, MCL 15.231 et seq. or in response to a subpoena issued through a court or administrative agency. Nothing in this Agreement may be construed to prohibit Fruitport or its agents and employees from responding truthfully to any inquiry received from a prospective employer about Employee's tenure with, and separation from, Fruitport.

8. Waiver and Release of Claims Against Fruitport. In exchange for the promises made in this Agreement, Employee, on her own behalf and on behalf of her heirs, executors, administrators, and agents, releases and forever discharges Fruitport and its past, present, and future board members; past, present, and future agents and attorneys; and past, present, and future employees, from any and all claims, however described, related in any way to Employee's employment with, or separation from Fruitport. The Parties intend for this release of claims to be interpreted as broadly as legally permissible to include a complete and total waiver of all claims, whether or not pending or contemplated, that Employee may have against Fruitport or its board members, employees, or agents.

9. Consultation. Employee has carefully read this Agreement in its entirety and has had an opportunity to consult with legal counsel, financial advisors, and family members. Employee enters into this Agreement and resigns her employment freely based on the consideration provided in this Agreement.

10. Choice of Law. This Agreement will be interpreted and construed in accordance with Michigan law.

11. Limitation on Waiver/Modification. This Agreement, including this paragraph, may not be waived or modified except through a subsequent written agreement signed by each Party.

12. Incorporation of Previous Agreements. This Agreement reflects the Parties' entire agreement and supersedes any prior agreement, whether written or oral, existing between the Parties.

13. Effective Date. This Agreement is effective once signed by all parties.

By my signature, I acknowledge that I have read the above terms and agree to be bound by them:

By: 
Madison Freeland

Dated: 11/18/2025

FRUITPORT COMMUNITY SCHOOLS

By: 
Jason Kennedy
Its: Superintendent

Dated: 11/18/2025



Kennedy, Jason <jkennedy@fruitportschools.net>

KJ

1 message

Johnston, Kendra <kjohnston@fruitportschools.net>
To: Jason Kennedy <jkennedy@fruitportschools.net>

Mon, Nov 24, 2025 at 3:04 PM

Jason,

I am writing this to formally resign from my position as Transportation Coordinator for Fruitport Community Schools. My last day will be 1 week from today, December 1, 2025.

I feel that my morals and values no longer align with the morals and values of the Transportation Department and the direction it is being led.

In the 9 years I have been employed by Fruitport Community Schools I have made many lifelong friends and have learned so much and I thank you for that. If an opportunity arises in another department I sincerely hope to be considered.

Thank you for everything.

Regards,
Kendra Johnston

Kendra L. Johnston
FCS Transportation Coordinator
kjohnston@fruitportschools.net
(231) 865-3196 Ext. 3503



Fruitport Community Schools
REGULAR BOARD MEETING MINUTES
Monday, November 17, 2025 – 7:00 p.m.

Meeting Location:

Fruitport Community Schools Central Office
Board of Education Meeting Room
3255 E. Pontaluna Rd.
Fruitport, MI 49415

- I. **CALL TO ORDER:** The Regular meeting of the Board of Education was called to order at 7:00 p.m. by Board President, Dave Hazekamp.
- II. **ROLL CALL:** Present: Tim Burgess, Kris Cole, Dave Hazekamp, JB Meeuwenberg, Josh Mueller, Kathy Six. Absent: Steve Kelly

Note: Kathy Six was appointed acting Secretary for this meeting by Board President Dave Hazekamp in the absence of Steve Kelly.

III. **APPROVAL OF AGENDA**

Item 25-135. MOTION by Cole, SECOND by Meeuwenberg to approve the agenda, as presented.

MOTION CARRIED: 6-0, 1 absent (Kelly).

IV. **PRESENTATIONS:** None

V. **COMMUNICATIONS:**

- Superintendent Kennedy discussed a letter the Board of Education received from Dr. Sue Carnell, Interim State Superintendent, Michigan Department of Education. The letter offered a congratulatory message on behalf of the Michigan Department of Education for the community's passage of the District's bond proposal that was on the November 4, 2025 ballot.
- Superintendent Kennedy discussed the official Canvas of Votes Cast for Muskegon and Ottawa Counties that was received by the District for the

November 4, 2025 Special Election. The Canvas of Votes certified that “Yes” received the largest number of votes cast, and it declared that the said millage proposal did carry in Muskegon and Ottawa Counties by a 366 vote margin. There were officially 2,980 yes votes and 2,614 no votes combined for both counties.

VI. SUPERINTENDENT/ADMINISTRATIVE REPORTS:

- 1. November 4, 2025 Bond Proposal Update:** Superintendent Kennedy provided an overview of the November 4, 2025 Bond Proposal, and updated the Board on the Bond Team meeting that took place on November 11, 2025. The Superintendent also provided an overview of the school visits and site tours that are being scheduled for November 25, 2025 and December 8, 2025.

VII. REMARKS FROM THE PUBLIC:

- Denise Cling Peltó attended the meeting on behalf of Indivisible on the Lakeshore. She shared that she was coming to the Board of Education to offer support and assistance with any needs that may arise throughout the District or with policies at the State and Federal level. She described the organization as a local nonpartisan grassroots organization.

VIII. CONSENT AGENDA

Item 25-136. MOTION by Six SECOND by Mueller to approve the Consent Agenda as listed below:

1. Approval of Bill Listing in the amount of \$831,207.86
2. Acceptance of October 2025 General Fund Financial Report
3. Acceptance of October 2025 Investments Report
4. Approval of Personnel Report (includes confirmation of new hires, resignations, retirees, and transfers)
5. Approval of Special Meeting Minutes from October 20, 2025
6. Approval of Regular Meeting Minutes from October 20, 2025

MOTION CARRIED: 6-0; 1 absent (Kelly)

IX. GENERAL BOARD BUSINESS:

- **Discussion on Sunday Events** - Discussion with the Board of Education took place pertaining to mandatory academic related events that are scheduled to take place on Sundays. The Board referred the matter back to the Student Affairs Committee to develop guidelines and protocols for further consideration by the Board of Education. The Board also encouraged the Superintendent to engage

building principals and District leaders in this discussion before taking any action. The Student Affairs Committee will begin discussing this matter at the January 2026 committee meeting.

- **Discussion on Verizon Cell Phone Tower and Lease Agreement** - Superintendent Kennedy shared with the Board of Education that Verizon had reached out to the District by telephone to discuss the potential of leasing District owned property near the Transportation and Maintenance Garage to place a cell phone tower on that property to assist in closing the coverage gap that exists in this area. The Superintendent will continue discussion with Verizon and seek additional information that can be shared with the Board to better understand how a lease agreement such as this may work.

X. BUSINESS AND FINANCE COMMITTEE REPORTS & RECOMMENDATIONS

1. Report of committee meeting held on November 10, 2025

JB Meeuwenberg reported on a Business and Finance Committee meeting held on November 10, 2025 at 5:08 p.m. with Kris Cole, Dave Hazekamp, JB Meeuwenberg, and Jason Kennedy present. The Committee discussed a recommendation to purchase a HyFlex Instructional Cart for the Adult Education Program using Section 107a Innovative Program grant dollars. This system will enable our adult education teachers to deliver instruction simultaneously to both in-person and remote learners. The total for the grant funded system is \$35,289.50. The meeting was adjourned at 5:25 p.m.

2. HyFlex Instructional Cart Purchase Recommendation

Item 25-137. MOTION by Meeuwenberg, SECOND by Cole to approve the purchase of a HyFlex Instructional Cart in the amount of \$35,289.50 using Section 107a Innovative Program grant dollars, as discussed.

Note: The Region 4 Adult Education Consortium publicly posted the RFP and solicited bids on behalf of six (6) adult education programs across West Michigan. The approved vendor will design, supply, assemble, deliver, install, and provide training for the hybrid-flexible (HyFlex) instructional systems.

MOTION CARRIED: 6-0; 1 absent (Kelly)

XI. PERSONNEL COMMITTEE REPORTS & RECOMMENDATIONS:

1. Report of committee meeting held on November 10, 2025

Kathy Six reported on a Personnel Committee meeting held on November 10, 2025 at 5:30 p.m. Dave Hazekamp, Steve Kelly, Kathy Six, and Jason Kennedy were present. The Committee reviewed the Personnel Report for November 2025. An update was provided to the Committee on two (2) separate employee discipline issues. An update on the hiring process for the next Director of the Early Childhood Center was discussed with the Committee. The Committee also held a discussion on concerns pertaining to the scheduling of Sunday events.

Erin Murphy and Melissa Eyestone, both employees of the Fruitport Early Childhood Center, attended the Committee meeting and they spoke during the public comment section of the meeting in support of Amy Wiggins as a candidate for the Early Childhood Center director's position. The meeting was adjourned at 6:15 p.m.

XII. STUDENT AFFAIRS COMMITTEE REPORTS & RECOMMENDATIONS

1. Report of committee meeting held on November 10, 2025

Tim Burgess reported on a Student Affairs Committee meeting held on November 10, 2025 at 4:30 p.m. Tim Burgess, Dave Hazekamp, Josh Mueller, and Jason Kennedy were present. The Committee discussed a need for the Board to appoint a committee to review the petition for student reinstatement, and to make a recommendation to the Board to grant, conditionally grant, or deny the petition. The Committee discussed the Michigan State Police review and audit of the District's fingerprinting and criminal history records process that took place on November 4, 2025. The Committee reviewed the first reading of the October 2025 Thrun Law Policy Update. It also discussed an overnight field trip request from Deeann Skov, advisor for the Michigan Youth In Government program. The Committee discussed a concern that had been brought to a Board member where events, such as band concerts, are held on a Sunday. This type of event requires students to participate in those Sunday events as a part of the grade that a student earns for that course. This will be discussed with the full Board. The meeting was adjourned at 5:08 p.m.

XIII. BOARD MEMBER REPORTS AND DISCUSSIONS:

JB Meeuwenberg shared that he attended the Fruitport Education Foundation's (FEF) 5th Quarter Fundraiser. He shared that it was a great event that raised well over \$40,000 to support the Foundation's work. He also recapped the Bond Planning Team meeting he attended after the bond proposal passed.

Kris shared that Fruitport will be hosting a middle school robotics qualifier event at Fruitport High School on November 21-22, 2025. He also shared that the middle school state robotics championship at Trinity Health Arena in Muskegon will be hosted by Fruitport again this year. He shared that they are still seeking volunteers for each of the events. Kris also shared that he attended an art exhibit that our middle school and high school students participated in on November 15th. He shared that it was a great event!

XIV. AGENDA ITEMS for FUTURE MEETINGS & SCHEDULING OF ANY SPECIAL MEETINGS

1. The Business and Finance Committee will meet on December 1, 2025 at 5:00 p.m.
2. The Personnel Committee will meet on December 1, 2025 at 5:30 p.m.
3. The Student Affairs Committee will meet on December 1, 2025 at 4:30 p.m.
4. The Board of Education will meet on December 8, 2025 at 7:00 p.m. for the regular meeting.

XV. REMARKS FROM THE PUBLIC:

- Glen and Kenzie Spaulding, parents of students in the District, attended the Board meeting and spoke about safety concerns at their child's bus stop on Broadway. Parents were concerned their children had to cross Broadway to board the school bus. It was determined that the Superintendent will work with the Transportation Director to address this concern for the family.

XVI. ADJOURNMENT

Item 25-138. MOTION by Kelly, SECOND by Meeuwenberg to adjourn.

MOTION CARRIED: 6-0, 1 absent (Kelly)

The meeting adjourned at 7:48 p.m.

Respectfully submitted,

Kathy Six, Acting Board Secretary

Abby Klug, Recording Secretary



Fruitport Community Schools
SPECIAL BOARD MEETING MINUTES
Monday, December 1, 2025 – 5:15 p.m.

Meeting Location:

Fruitport Community Schools Central Office
Board of Education Meeting Room
3255 E. Pontaluna Rd.
Fruitport, MI 49415

- I. **CALL TO ORDER:** The Regular meeting of the Board of Education was called to order at 5:15 p.m. by Board President, Dave Hazekamp.
- II. **ROLL CALL:** Present: Tim Burgess, Dave Hazekamp, Steve Kelly, JB Meeuwenberg, Josh Mueller. Absent: Kris Cole, Kathy Six
- III. **APPROVAL OF AGENDA**

Item 25-139. MOTION by Burgess, SECOND by Meeuwenberg to approve the agenda, as presented.

MOTION CARRIED: 5-0, 2 absent (Cole, Six).
- IV. **REMARKS FROM THE PUBLIC:** None
- V. **GENERAL BOARD BUSINESS:**

1. **State School Aid Act Section 31aa Funding Resolution**

Item 25-140. MOTION by Kelly, SECOND by Meeuwenberg to approve the State School Aid Act Section 31aa Funding Resolution, as discussed.

Notes: *Thrun Law Firm has provided the resolution regarding State School Aid Act Section 31aa funding for fiscal year 2025 - 2026. This resolution is designed to address the evolving situation created by ongoing litigation challenging the privilege-waiver requirement of accepting the school safety and mental health money from the State.*

Key points regarding this resolution:

- 1. The resolution allows the District to provisionally opt in to 31aa Funding by the December 4 deadline, preserving eligibility.*
- 2. If the litigation is unsuccessful and the privilege-waiver requirement remains in effect, the opt-in will be automatically rescinded. In that event, the Superintendent is required to notify MDE of the rescission by the stipulated deadline of December 30, 2025 at 11:59 p.m., in the form and manner established by MDE.*
- 3. This resolution ensures that your Board and School can participate in 31aa Funding without waiving any privileges until the legal challenge is resolved.*
- 4. The Board may need to consider another resolution depending upon the Court's decision on December 19, 2025.*

The total allocated to Fruitport Community Schools through Section 31aa of the State School Aid Act for the 2025-2026 school year is approximately \$395,781. This represents an increase in Section 31aa funding of approximately \$94,813 over the 2024-2025 allocation.

ROLL CALL VOTE:

Yes: Tim Burgess, Dave Hazekamp, Steve Kelly, JB Meeuwenberg, Josh Mueller.

No: None

Absent: Kris Cole, Kathy Six

MOTION CARRIED: 5-0; 2 absent (Cole, Six)

VI. COMMITTEE LEVEL DISCUSSION ITEMS

- 1. Student Affairs: Thrun Law Firm Policy Update - Second Reading** - The Board discussed the second reading of the Thrun Law Firm Policy Update. The Board will be asked to act on the adoptions of the policy changes at the December 8, 2025 Board of Education meeting.
- 2. Student Affairs: Student Reinstatement Hearing Committee** - The Board discussed appointing Tim Burgess and Josh Mueller, with Dave Hazekamp serving as an alternate, to the Student Reinstatement Hearing Committee. A formal resolution to appoint the Committee will be considered at the December 8, 2025 Board meeting.

3. **Student Affairs: High School Handbook Addendum** - The Board discussed an addendum to the High School Student Handbook. A first reading of the policy changes will be made at the December 8, 2025 Board meeting. A second and final reading will take place at the January Board of Education meeting before the Board is asked to act on the adoption of the addendum.
4. **Personnel: December Personnel Report** - The Board reviewed the Personnel Report for December 2025. This report included each of the recommendations for new hire, resignations, retirement notices, transfers, and positions that are still posted and vacant in the District.
5. **Business and Finance: School Building and Site Bonds, Series I Authorizing Resolution** - The Board discussed a need to approve an Authorizing Resolution for the School Building and Site Bonds, Series I after the passage of the District's bond proposal on the November 4, 2025 ballot. The Board will be asked to approve the Authorizing Resolution at the December 8, 2025 Board meeting.
6. **Business and Finance: School Building and Site Bonds - Key Dates** - The Board reviewed a summary of key dates associated with the School Building and Site Bonds. The Business Manager will discuss these dates in further detail at the December 8, 2025 Board meeting.
7. **Computer Replacement Recommendation** - The Board discussed a recommendation from Kyle Nielsen, Technology Director, to replace / upgrade sixty (60) of the District's four hundred and fifty (450) computers. The District is moving to Windows 11 in 2026, as Microsoft has sunset Windows 10, and they are no longer providing security updates or support for the Operating System. The District will have a number of computers that do not meet the minimum required specifications to run Windows 11, so they are in need of replacement. This also falls in-line with our computer replacement plan cycle, where we work to replace computers every 5-7 years. The purchase will be through the REMC consortium. A recommendation for approval will be placed on the December 8, 2025 Board meeting agenda.

VII. ADJOURNMENT

Item 25-141. MOTION by Kelly, SECOND by Meeuwenberg to adjourn.

MOTION CARRIED: 6-0, 1 absent (Six)

The meeting adjourned at 5:43 p.m.

Respectfully submitted,

Steve Kelly, Board Secretary

Jason Kennedy, Acting Recording Secretary

BOARD ACTION REQUEST FORM

Meeting Date: December 8, 2025

To: Board of Education

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:
Recommendation to purchase computers

Background Information:

The District is moving to Windows 11 in 2026, as Microsoft has sunset Windows 10 and they are no longer providing security updates and support for the Operating System. We have a number of PC's that do not meet the minimum required specs to run Windows 11 and are in need of replacement. This also falls in-line with our PC replacement plan cycle, where we try to replace PC's every 5-7 years. We are looking to replace/upgrade 60 of our 450 PC's. The purchase will be made using the REMC consortium.

Financial Impact:

\$160,740.46 allocated from the Technology-Security Millage.

Recommended Action:

To approve the purchase of sixty (60) computers from Sehi Computer Products, as presented.

Action Taken:

Vote: ☐ Burgess ☐ Cole ☐ Hazekamp ☐ Kelly
 ☐ Meeuwenberg ☐ Mueller ☐ Six



Fruitport Community Schools

Technology Department

Fruitportschools.net

November 11, 2025

Windows PC Information and Purchase Recommendation

Background Information:

The District is moving to Windows 11 in 2026, as Microsoft has sunset Windows 10 and they are no longer providing security updates and support for the Operating System. We have a number of PC's that do not meet the minimum required specs to run Windows 11 and are in need of replacement. This also falls in-line with our PC replacement plan cycle, where we try to replace PC's every 5-7 years. We are looking to replace/upgrade 60 of our 450 PC's.

HP ProDesk 4 G1i Mini

- HS LAB- 26
- Offices - 34

Total number of devices: 60

Cost:

The individual price of the HP ProDesk 4 G1i Mini is: \$824.00 (PC Only, we are using the same monitors)

Recommendation:

I recommend we purchase the following:

- (60) HP ProDesk 4 G1i Mini

The product's will be purchased from Sehi Computer Products for **\$160,740.46**

Sehi Computer Products is on the REMC Bid for this project under the number: 196060, which covers enterprise level computers and related items.

Thank you for your consideration.

Kyle Nielsen

Director of Technology

VENDOR INFORMATION



Inacomp TSG

[Vendor Profile](#)

[Vendor Contacts](#)

[Awarded Products](#)

[Vendor Evaluation Form](#)

[Vendor Website](#)

Notes:

Purchasing cards accepted with an additional fee of 3%. Shipping will be charged on orders for UPSs and TVs of less than \$1000, of less than \$500 for computers and Cisco hardware. No minimum shipping requirement on all other products.

Primary Contact

REMC Customer Service

17250 W 12 Mile rd

Southfield, MI 48076

PH 248-286-9024

REMC@inacomptsg.com

HP Inc. Computer Catalog Discount

5%-65% discount off education list price for computing devices, components, related items, accessories, and replacement computer parts.

REMC ITEM# 256070

- Educational List Price\$0.00
- REMC PricePrice Varies / Catalog Discount
- Contract Expiration DateMar 31, 2026
- QuantityPercentage
- ManufacturerHP Inc.
- Modelvarious

BOARD ACTION REQUEST FORM

Meeting Date: December 8, 2025

To: Board of Education

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:

School Building and Site Bonds, Series I Authorizing Resolution

Background Information:

Thrun Law Firm has provided an Authorizing Resolution for the Board to consider relative to the details of the issue and sale of bonds. These Bonds shall be designated as 2026 School Building and Site Bonds, Series I. Stifel, Nicolaus & Company, Incorporated, will act as the underwriter for the bonds.

Financial Impact:

The first series of bonds aggregating the principal sum of not to exceed Twenty Million Dollars (\$20,000,000) will be issued for the purpose of paying costs of the Project and costs of issuance of the Bonds.

Recommended Action:

To approve the 2026 School Building and Site Bonds, Series I Authorizing Resolution, as discussed.

Action Taken:

Vote: ☐ Burgess ☐ Cole ☐ Hazekamp ☐ Kelly
 ☐ Meeuwenberg ☐ Mueller ☐ Six



THRUN

LAW FIRM, P.C.

JEFFREY J. SOLES
MICHAEL D. GRESENS
CHRISTOPHER J. IAMARINO
RAYMOND M. DAVIS
MICHELE R. EADDY
KIRK C. HERALD
ROBERT A. DIETZEL

KATHERINE WOLF BROADDUS
DANIEL R. MARTIN
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TIMOTHY T. GARDNER, JR.
IAN F. KOFFLER
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RYAN J. NICHOLSON

CRISTINA T. PATZELT
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CATHLEEN M. DOOLEY
KELLY S. BOWMAN
BRIAN D. BAAKI
AUSTIN W. MUNROE

GORDON W. VANWIEREN, JR. (OF COUNSEL)
LISA L. SWEM (OF COUNSEL)
ROY H. HENLEY (OF COUNSEL)
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2900 WEST ROAD, SUITE 400
EAST LANSING, MI 48823-6386

December 5, 2025

Via Email and U.S. Mail

Mr. Jason Kennedy
Superintendent
Fruitport Community Schools
3255 East Pontaluna Road
Fruitport, Michigan 49415-9600

Re: 2026 School Building and Site Bonds, Series I

Dear Mr. Kennedy:

Enclosed are the following:

1. Three copies of the bond authorizing resolution to be adopted by your board at an upcoming regular meeting relative to the details of the issue and sale of the bonds. Please fill in all blanks and have the Secretary sign and certify the resolutions. **Do not complete or sign the exhibits attached to the resolutions.** After adoption, retain one copy of the resolution with the board's minutes, and return two completed and fully executed copies to this office.

Make certain that the enclosed resolution is adopted at a legal meeting of your board. If the meeting is not a regular meeting or the meeting date changes, please contact me immediately. If the meeting will be a special or rescheduled regular meeting, it would be preferable, but not legally required, for all board members to be present at the meeting. If one or more board members will participate in the board meeting virtually due to military service, please contact me.

On occasion, Thrun Law Firm represents the underwriter on other matters unrelated to the issuance of the district's bonds. We have included in the resolution a conflict waiver by the district concerning that representation. See the enclosed conflict waiver addressed to Stifel, Nicolaus & Company, Incorporated for additional details. The school district is not required to consent to the conflict waiver, so please contact me if you have any concerns regarding the language in paragraph 20 of the resolution.

2. A signature sheet which both the President and Secretary of your board must sign three times under their respective office title. Please return this to our office.



Mr. Jason Kennedy
December 5, 2025
Page 2

If you should have any questions, please do not hesitate to contact me.

Very truly yours,

THRUN LAW FIRM, P.C.

By 
Ian F. Koffler

IFK/keh

Enclosures

cc: Mark Mesbergen, Director of Business Services (via email)
PFM Financial Advisors LLC (via email)
Stifel, Nicolaus & Company, Incorporated (via email)

**FRUITPORT COMMUNITY SCHOOLS
RESOLUTION AUTHORIZING THE ISSUANCE
AND DELEGATING THE SALE OF BONDS
AND OTHER MATTERS RELATING THERETO**

Fruitport Community Schools, Muskegon and Ottawa Counties, Michigan (the “Issuer”)

A regular meeting of the board of education of the Issuer (the “Board”) was held in the _____, within the boundaries of the Issuer, on the 8th day of December, 2025, at _____ o’clock in the ____m. (the “Meeting”).

The Meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

1. On November 4, 2025, the qualified electors of the Issuer voted in favor of bonding the Issuer for the sum of not to exceed Seventy-Eight Million Five Hundred Thousand Dollars (\$78,500,000), the proceeds to be used for the purpose of acquiring, erecting, completing and remodeling school buildings, facilities, and additions to school buildings and facilities; equipping, re-equipping, furnishing and refurnishing school buildings and facilities; acquiring, installing, equipping and re-equipping school buildings for instructional technology; purchasing school buses; and acquiring, preparing, developing, improving and equipping athletic fields, play fields, playgrounds, structures, facilities and sites (the “Project”); and

2. It has been determined by the Board of the Issuer that there be issued at this time bonds of the Issuer in an aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000); and

3. The Board has received a proposal from Stifel, Nicolaus & Company, Incorporated, to act as underwriter for the bonds (the “Underwriter”); and

4. Prior to the issuance of bonds, the Issuer must either achieve qualified status or secure prior approval of the bonds from the Michigan Department of Treasury (the “Department of Treasury”) pursuant to Act 34, Public Acts of Michigan, 2001, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The first series of bonds of the Issuer aggregating the principal sum of not to exceed Twenty Million Dollars (\$20,000,000) be issued for the purpose of paying costs of the Project and costs of issuance of the Bonds. The Bonds shall be designated 2026 School Building and Site Bonds, Series I (the “Bonds”).

2. The Bonds shall be dated the date of delivery, or such other date as established at the time of sale; shall be fully registered bonds as to principal and interest; shall be numbered consecutively in the direct order of maturity from 1 upwards; and shall bear interest at a rate or rates to be hereafter determined not exceeding the maximum rate permitted by law.

3. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined upon sale of the Bonds. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof and shall mature on May 1 in each year, in the final principal amounts determined upon sale, with interest thereon payable on November 1, 2026, or such other date as may be established at the time of sale, and semiannually thereafter on May 1 and November 1 in each year.

4. The Bonds shall otherwise be subject to redemption, as determined by the Superintendent or the Director of Business Services of the Issuer (each an "Authorized Officer"), at the times, in the amounts, manner and at the prices as determined upon sale of the Bonds.

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

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

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

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

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

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

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

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

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

10. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2026 SCHOOL BOND DEBT RETIREMENT FUND (the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the DEBT RETIREMENT FUND shall be deposited as collected into said fund to be used for the purpose of paying the principal and interest on the Bonds as they mature or are

redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND monies may be invested as authorized by law.

Commencing with the 2026 tax levy, there shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. Taxes required to be levied to meet the principal and interest obligations may be without limitation as to rate or amount, as provided by Article IX, Section 6, of the Michigan Constitution of 1963.

11. From the proceeds of the Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2026 BOND ISSUANCE FUND (hereinafter referred to as the “BOND ISSUANCE FUND”) and any balance remaining shall be deposited in a fund designated 2026 CAPITAL PROJECTS FUND (hereinafter referred to as the “CAPITAL PROJECTS FUND”). Moneys in the BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the CAPITAL PROJECTS FUND.

12. The Bonds shall be in substantially the form attached hereto as Exhibit A.

13. Stifel, Nicolaus & Company, Incorporated, Okemos, Michigan, is named as senior managing underwriter and further, that an Authorized Officer or designee is authorized to negotiate and execute a Bond Purchase Agreement with the Underwriter, subject to the requirements of paragraph 16 below. Based upon information provided by the Issuer’s financial consultant and the Underwriter, a negotiated sale allows flexibility in the timing, sale and structure of the Bonds in response to changing market conditions.

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

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

- A. File with the Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- B. Make application for municipal bond insurance if, upon advice of the Issuer’s financial consultant, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.
- C. Execute and deliver the Continuing Disclosure Agreement (the “Agreement”) in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof

to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

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

- A. the Underwriter discount shall not exceed \$7.50 per \$1,000 (0.75%); and
- B. the true interest cost rate on the Bonds shall not exceed 6%; and
- C. the maximum bond term shall not exceed 30 years; and
- D. the receipt of express written recommendation of the Issuer's financial consultant identified herein to accept the terms of the Bond Purchase Agreement.

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

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

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

20. Thrun Law Firm, P.C. is appointed as bond counsel for the Issuer with reference to the issuance of the Bonds authorized by this resolution. Although Thrun Law Firm, P.C. has informed the Issuer that it represents no other party in connection with the issuance of the Bonds, Thrun Law Firm, P.C. represents the Underwriter on other, unrelated matters. The Board acknowledges the services that Thrun Law Firm, P.C. provides to the Underwriter, consents to the representation of the Underwriter on other, unrelated public finance matters, and waives any conflict of interest that could be asserted with respect to such representation.

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

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

23. The advance payment for the Project is approved, and monies are authorized to be advanced from monies on hand in the General Fund, which monies will be repaid to the General Fund from the proceeds of the Bonds when received. The Issuer shall reimburse the General Fund not earlier than the date on which the expenses are paid and not later than the later of:

- A. the date that is eighteen (18) months after the expenses are paid, or
- B. the date the Project is placed in service or abandoned, but in no event more than three (3) years after the expenses are paid.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

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

Secretary, Board of Education

IFK/keh

EXHIBIT A

**[No.]
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTIES OF MUSKEGON AND OTTAWA
FRUITPORT COMMUNITY SCHOOLS
2026 SCHOOL BUILDING AND SITE BOND, SERIES I
(GENERAL OBLIGATION - UNLIMITED TAX)**

Rate Maturity Date Date of Original Issue CUSIP No.

REGISTERED OWNER:
PRINCIPAL AMOUNT:

FRUITPORT COMMUNITY SCHOOLS, COUNTIES OF MUSKEGON AND OTTAWA, STATE OF MICHIGAN (the “Issuer”), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on November 1, 2026, and semiannually thereafter on the first day of May and November of each year (the “Bond” or “Bonds”). Principal on this Bond is payable at the corporate trust office of _____, MICHIGAN (the “Paying Agent”), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

The Bonds, of which this is one, are the first series of bonds to be issued from a total amount of not to exceed \$78,500,000 authorized by the electors of the Issuer. The Bonds are of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$_____. The Bonds are issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended; Act 34, Public Acts of Michigan, 2001, as amended; a majority vote of the qualified electors of the Issuer voting thereon at an election duly called and held on November 4, 2025; and resolutions duly adopted by the Board of Education of the Issuer on December 8, 2025 and _____, 2026, for the purpose of authorizing issuance of the Bonds by the Issuer.

The series of Bonds of which this is one is issued for the purpose of acquiring, erecting, completing and remodeling school buildings, facilities, and additions to school buildings and facilities; equipping, re-equipping, furnishing and refurnishing school buildings and facilities; acquiring, installing, equipping and re-equipping school buildings for instructional technology; purchasing school buses; and acquiring, preparing, developing, improving and equipping athletic fields, play fields, playgrounds, structures, facilities and sites.

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

MANDATORY REDEMPTION

The Bonds maturing on _____, 20__, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest thereon to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

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

OPTIONAL REDEMPTION

The Bonds or portions of Bonds maturing on or after _____, 20__, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after _____, 20__, at par and accrued interest to the date fixed for redemption.

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

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

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the

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

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

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

IN WITNESS WHEREOF, Fruitport Community Schools, Counties of Muskegon and Ottawa, State of Michigan, by its Board of Education, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its President and countersigned by the manual or facsimile signature of its Secretary as of _____, 2026, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

FRUITPORT COMMUNITY SCHOOLS
COUNTIES OF MUSKEGON AND OTTAWA
STATE OF MICHIGAN

Countersigned

By _____
Secretary

By _____
President

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

(Name of Bank)

(City, State)

PAYING AGENT

By _____
Authorized Signatory

ASSIGNMENT

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

Dated: _____

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

Signature Guaranteed:

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

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

Name and Address: _____

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

EXHIBIT B

FORM OF CONTINUING DISCLOSURE AGREEMENT

\$ _____

FRUITPORT COMMUNITY SCHOOLS COUNTIES OF MUSKEGON AND OTTAWA STATE OF MICHIGAN 2026 SCHOOL BUILDING AND SITE BONDS, SERIES I (GENERAL OBLIGATION - UNLIMITED TAX)

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by Fruitport Community Schools, Counties of Muskegon and Ottawa, State of Michigan (the “Issuer”), in connection with the issuance of its \$_____ 2026 School Building and Site Bonds, Series I (General Obligation - Unlimited Tax) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the Issuer on December 8, 2025 and _____, 2026 (together, the “Resolution”). The Issuer covenants and agrees as follows:

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

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

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

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

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

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

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

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

“MSRB” shall mean the Municipal Securities Rulemaking Board.

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

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2026.

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

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

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

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 2026, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

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

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

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

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

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

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

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

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

SECTION 5. Reporting of Significant Events.

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

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

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

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

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

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

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

SECTION 6. Termination of Reporting Obligation.

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

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

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

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

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

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

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

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

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

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

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

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

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

FRUITPORT COMMUNITY SCHOOLS
COUNTIES OF MUSKEGON AND OTTAWA
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____, 2026

APPENDIX A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Fruitport Community Schools, Muskegon and Ottawa Counties,
Michigan

Name of Bond Issue: 2026 School Building and Site Bonds, Series I (General
Obligation - Unlimited Tax)

Date of Bonds: _____, 2026

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

FRUITPORT COMMUNITY SCHOOLS
COUNTIES OF MUSKEGON AND OTTAWA
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____

APPENDIX B

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

Name of Issuer: Fruitport Community Schools, Muskegon and Ottawa Counties,
Michigan

Name of Bond Issue: 2026 School Building and Site Bonds, Series I (General
Obligation - Unlimited Tax)

Date of Bonds: _____, 2026

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

FRUITPORT COMMUNITY SCHOOLS
COUNTIES OF MUSKEGON AND OTTAWA
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX C

SIGNIFICANT EVENT NOTICE COVER SHEET

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

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

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

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

Number of pages of attached significant event notice: _____

Description of Significant Events Notice (Check One):

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

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

Signature: _____

Name: _____ Title: _____

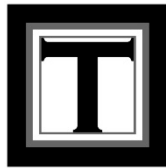
Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: (_____) _____

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



THRUN

LAW FIRM, P.C.

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

JEFFREY J. SOLES
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
RYAN J. NICHOLSON

CRISTINA T. PATZELT
PHILIP G. CLARK
PIOTR M. MATUSIAK
JESSICA E. MCNAMARA
RYAN J. MURRAY
ERIN H. WALZ
MACKENZIE D. FLYNN

KATHRYN R. CHURCH
MARYJO D. BANASIK
CATHLEEN M. DOOLEY
KELLY S. BOWMAN
BRIAN D. BAAKI
AUSTIN W. MUNROE

GORDON W. VANWIEREN, JR. (OF COUNSEL)
LISA L. SWEM (OF COUNSEL)
ROY H. HENLEY (OF COUNSEL)
BRADFORD W. SPRINGER (OF COUNSEL)

MEMORANDUM

To: Stifel, Nicolaus & Company, Incorporated

Date: December 5, 2025

From: Ian F. Koffler

Re: Fruitport Community Schools, Muskegon and Ottawa Counties, Michigan 2026 School Building and Site Bonds, Series I - Conflict Waiver

Fruitport Community Schools (the "Issuer") is preparing to offer the referenced bonds for sale to the public through a negotiated sale with Stifel, Nicolaus & Company, Incorporated ("Stifel"). The Issuer has requested that we represent it in connection with the referenced transaction. Although we are not representing Stifel in any capacity in connection with the referenced transaction, Thrun Law Firm, P.C. ("Thrun") may at times represent Stifel as underwriter's counsel in other unrelated matters.

The purpose of this memorandum is to evidence in writing Stifel's acknowledgement of the service by Thrun as counsel to the Issuer in connection with the referenced transaction; and to obtain written confirmation of the waiver by Stifel of any conflict of interest that could be asserted with respect to the representation by Thrun of the Issuer in connection with the referenced transaction. If any litigation, dispute, claim, or other adversarial proceeding should arise between the Issuer and Stifel, Thrun will not (and would not be able to) represent either party in such dispute or proceeding. Further, Thrun will comply with the Michigan Rules of Professional Conduct, which limits the ability of Thrun to represent either party in other situations where their interests are adverse. We understand that the waiver granted by Stifel is subject to the agreement that our firm will not use any information gained in our firm's current or prior representation of Stifel to the detriment of Stifel. We will advise the Issuer of the matters contained herein.

For our records, I would appreciate receiving a copy of this memorandum, signed below, indicating your acknowledgement of, and consent to and waiver of, the matters described above. Please call if you have any questions or if you need any additional information.

Thank you for your consideration.

Acknowledged, consented to, and waived as of the date above:

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____

Name: _____

Title: _____

cc: Jason Kennedy, Fruitport Community Schools

November 21, 2025

Fruitport Community Schools
3255 East Pontaluna Road
Fruitport, MI 49415-9600

Attn: Jason Kennedy, Superintendent of Schools

Re: Disclosures by Stifel Pursuant to MSRB Rule G-17
2026 School Building and Site Bonds (General Obligation - Unlimited Tax)

Dear Mr. Kennedy:

We are writing to provide you, as Superintendent of the Fruitport Community Schools (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by Municipal Securities Rulemaking Board ("MSRB") Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).¹

The Issuer has engaged Stifel, Nicolaus & Company, Incorporated ("Stifel") to serve as an underwriter or a placement agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our underwriting or placement agent services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures. You may receive additional separate disclosure letters pursuant to Rule G-17 from the co-managing underwriters or other syndicate members for the Bonds if they have their own dealer-specific or transaction-specific disclosures.

1. Dealer-Specific Conflicts of Interest Disclosures

Stifel has identified the following actual or potential² material conflicts of interest:

Stifel and its affiliates comprise a full-service financial institution engaged in activities which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Stifel and its affiliates may have provided, and may in the future provide, a variety of these services to the Issuer and to persons and entities with relationships with the Issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of these business activities, Stifel and its affiliates may purchase, sell or hold a broad array of investments and actively traded securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer.

Stifel and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets,

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

securities and instruments. Such investment and securities activities may involve securities and instruments of the Issuer.

2. Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
 - Since we have not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

3. Standard Disclosures

- Disclosures Concerning the Underwriter's or Placement Agent's Role:
 - MSRB Rule G-17 requires an underwriter and a placement agent to deal fairly at all times with both issuers and investors.
 - The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The placement agent's primary role in the transaction is to facilitate the sale and purchase of the securities between the Issuer and one or more investors for which the placement agent will receive compensation in an arm's-length commercial transaction with the Issuer. The underwriter or placement agent has financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter or a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in the transaction.
 - The underwriter has a duty to purchase the securities from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the securities to investors at prices that are fair and reasonable.
 - The placement agent has a duty to use its commercially reasonable efforts to arrange the purchase of securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to arrange the sale of securities to investors at prices that are fair and reasonable.
 - The underwriter or the placement agent will review the official statement for the securities, if any, in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³
- Disclosures Concerning the Underwriter's or Placement Agent's Compensation:
 - The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. The placement agent will be compensated by a fee agreed upon with the Issuer in connection with the private placement of the Issue. Payment or receipt of the underwriting/placement agent fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter or placement agent is solely for purposes of satisfying the underwriter's or placement agent's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

November 21, 2025

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. **Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter.** Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and Fruitport Community Schools in connection with the issuance of the Bonds. Thank you.

Sincerely,



Jeffrey Zylstra
Managing Director
Stifel, Nicolaus & Company, Incorporated

Acknowledgement:

Jason Kennedy
Superintendent
Fruitport Community Schools

Date: _____

CC Mark Mesbergen, Fruitport Community Schools
Ian F. Koffler, Esq., Thrun Law Firm, P.C.
Nathaniel A. Watson, PFM Financial Advisors LLC
James M. Crowley, Esq. and Alan D. Szuma, Esq., Miller, Canfield, Paddock and Stone, P.L.C.

**FRUITPORT COMMUNITY SCHOOLS
COUNTIES OF MUSKEGON AND OTTAWA
STATE OF MICHIGAN**

The President and Secretary of the Board of Education each should sign their name on the lines below, ensuring the signatures do not overlap. These signatures are needed for printing facsimile signatures on the bonds, if necessary.

PRESIDENT'S SIGNATURE

SECRETARY'S SIGNATURE

ALSO, please **type or print** the names of the President, Secretary and Treasurer (as they sign legal documents) on the lines as indicated below:

President

Secretary

Treasurer

(Please notify our office if the names of the officers should change during this issue.)

BOARD ACTION REQUEST FORM

Meeting Date: December 8, 2025

To: Board of Education

From: Jason J. Kennedy

Subject to be Discussed and Policy Reference:

Appointment of a Student Reinstatement Hearing Committee

Background Information: The District has received a request to consider the reinstatement of a student that the Board of Education has previously expelled on December 18, 2023. The Revised School Code and Board of Education policy require that after receiving a petition for reinstatement, the Board must appoint a committee to review the petition and to make a recommendation to the Board of whether to grant, conditionally grant, or deny the petition.

Financial Impact: None

Recommended Action:

1. To approve the Board Resolution to appoint the Student Reinstatement Hearing Committee, as discussed.

Action Taken:

Vote: ___ Burgess ___ Cole ___ Hazekamp ___ Kelly

___ Meeuwenberg ___ Mueller ___ Six

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5206-F-15 Board Resolution: Appointing Reinstatement Committee

**FRUITPORT COMMUNITY SCHOOLS
BOARD RESOLUTION APPOINTING REINSTATEMENT COMMITTEE**

A regular meeting of the Board of Education (the “Board”) was held in the Boardroom within the boundaries of the District, on the 8th day of December, 2025, at 7:00 o’clock in the p.m. (the “Meeting”).

The meeting was called to order by _____, President

Present: Members

Absent: Members

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

WHEREAS:

1. On December 18, 2023, the Board permanently expelled a student whose identity is known to the Board (the “Student”) for a violation of the Student Code of Conduct and as authorized by the Revised School Code.
2. On November 20, 2025, the Student submitted a timely petition for reinstatement.
3. The Revised School Code and Board Policy require that after receiving a petition for reinstatement, the Board must appoint a committee to review the petition and to make a recommendation to the Board on whether to grant, conditionally grant, or deny the petition.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board appoints the following people to serve on the reinstatement committee (the “Committee”):

Board Member 1: Tim Burgess

Board member 2: Josh Mueller

School Administrator: Jason Kennedy, Lauren Chesney, and/or Rob Rogers

Teacher: To be determined

2. The Board appoints Jason Kennedy to serve as the Committee’s chairperson.

5206-F-15 Board Resolution: Appointing Reinstatement Committee

3. The Board directs the Superintendent to prepare and submit to the Committee information about the circumstances surrounding the Student's expulsion and any factors for and against reinstatement.

4. The Board encourages the Student and the Student's parents/guardians to submit additional information to the Committee in support of the reinstatement petition.

5. The Board directs the Committee to convene not later than 10 school days from today to review the reinstatement petition and supporting documentation submitted by the Student and parents/guardians and to review the information submitted by the Superintendent. The Committee may request that the Student and the Student's parents/guardians appear in person to answer questions.

6. The Board directs the Committee to prepare and submit to the Board within 10 school days from today a written recommendation whether the Board should unconditionally reinstate the Student, conditionally reinstate the Student, or deny reinstatement to the Student. If the Committee recommends a conditional reinstatement, the Committee shall provide the Board with a suggested list of conditions. The Committee's recommendation shall be based on all the following factors:

- The extent to which reinstatement would create a risk of harm to other students or personnel;
- The extent to which reinstatement would create a risk of school liability or individual liability for the Board or school personnel;
- The age and maturity of the Student;
- The Student's school record before the incident that caused the expulsion;
- The Student's attitude concerning the incident that caused the expulsion;
- The Student's behavior since the expulsion and the Student's prospects for remediation; and
- The degree of cooperation and support that the parent/guardian has provided and the degree of cooperation that the parent/guardian can be expected to provide if the Student is reinstated, including the parent/guardian's toward possible reinstatement conditions.

7. The Board will consider the Committee's recommendation no later than its next regularly scheduled meeting.

8. The administration is directed and authorized to implement all terms of this resolution and is delegated all necessary authority to do so.

5206-F-15 Board Resolution: Appointing Reinstatement Committee

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

Ayes: Members

Nays: Members

Resolution declared adopted.

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

Steve Kelly, Board Secretary

Racially Derogatory or Discriminatory Language

Fruitport High School enforces a **zero-tolerance policy** for the use of racially derogatory, discriminatory, or hate-based language, including racial slurs such as the “N-word.” This rule applies regardless of intent—whether said jokingly or deliberately.

Consequences:

- **1st Offense:** In-School Suspension, parent contact, formal disciplinary letter, and restorative assignment.
- **2nd Offense:** Out-of-School Suspension, formal disciplinary letter and parent meeting with High School administration.
- **3rd Offense:** Suspension pending meeting with Superintendent, who may determine to extended suspension or recommend expulsion.

This policy supports **School Board Policy** and aligns with the *Student Handbook Notice of Non-Discrimination*.

BOARD ACTION REQUEST FORM

Meeting Date: December 8, 2025

To: Board of Education
From: Jason J. Kennedy

Subject to be Discussed and Policy Reference:

Thrun Law Firm Policy Updates – October 2025; Second Reading

Background Information: Thrun Law Firm recommends updates to policies as changes in law happen so that the policies of the District and the Board of Education reflect current law. A first reading of the policy updates took place in November, and a second reading of the policies took place in December.

Financial Impact: None

Recommended Action:

1. To approve the October 2025 Thrun Law Firm Policy Updates, as discussed.

Action Taken:

Vote: ___ Burgess ___ Cole ___ Hazekamp ___ Kelly

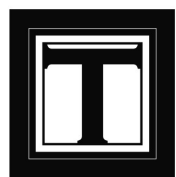
___ Meeuwenberg ___ Mueller ___ Six

Marked PDF of Changes

***Tracked Changes to the
Board Policy Manual
October 10, 2025***

***Use the Bookmarks tab to quickly
reference different updates in this PDF***

***This PDF does not contain the complete policies,
and is only intended to highlight the recent changes***



THRUN
LAW FIRM, P.C.
POLICY SERVICE

3501-F-1 Sample FOIA Request Form
3501-F-2 Certificate of Non-Existence of Public Record
3501-F-3 Standard Form for Detailed Itemization of Fee Amounts
3502 Record Retention

SERIES 4000: DISTRICT EMPLOYMENT

4100 Employee Rights and Responsibilities

4101 Non-Discrimination
4102 Anti-Harassment
4103 Whistleblowers' Protection
4104 Employment Complaint Procedure for Allegations Implicating Civil Rights
4105 Disability Workplace Accommodations for Employees and Applicants
4105A Pregnancy Workplace Accommodations for Employees and Applicants or Intentionally Left Blank
4105B Religious Workplace Accommodations for Employees and Applicants
4106 Family and Medical Leave Act (FMLA) or Intentionally Left Blank
4107 Military Leave
4108 Union Activity and Representation
4109 Break Time for Nursing Mothers or Intentionally Left Blank
4110 Reimbursement
4111 Professional Development
4112 Extracurricular Employees or Volunteers
4113 Michigan Earned Sick Time Act (ESTA)
4113-F-1 Michigan Earned Sick Time Act (ESTA) Form
4113-F-2 Michigan Earned Sick Time Act (ESTA) Leave Request Checklist

4200 Employee Conduct and Ethics

4201 Employee Ethics and Standards
4201-AG Employee Ethics and Standards – Time and Effort Reporting
4202 Children's Protective Services (CPS) and Adult Protective Services (APS) Reporting and Student Safety and Welfare
4203 Corporal Punishment and Limited Use of Reasonable Force
4203-AG Corporal Punishment and Limited Use of Reasonable Force
4204 Confidentiality of Student Information
4205 Hiring and Background Checks
4205-AG-1 Criminal Justice Information Security (Non-Criminal Justice Agency)
4206 Employment Contracts
4207 Third-Party Contracting
4208 Applicant and Employee Criminal Arrest, Charge, Conviction
4209 Abortion Referrals and Assistance or Intentionally Left Blank
4210 Drug and Alcohol Free Workplace; Tobacco Product Restrictions
4211 Alcohol and Controlled Substances for Transportation Employees Subject to the Omnibus Transportation Employee Testing Act or Intentionally Left Blank
4212 Employee Assistance Program
4213 Anti-Nepotism
4214 Outside Activities and Employment

Series 3000: Operations, Finance, and Property

3100 General Operations

3118 Title IX Sexual Harassment

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

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

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

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

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

A. Definitions

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

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

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113 *Michigan Earned Sick Time Act (ESTA)* [Required for Districts with More Than 10 Employees] [Note: If the District has 10 or fewer employees, please contact the Thrun Board Policy Administrator to receive a different version of this ESTA policy.]

A. General

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

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

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

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

B. Definitions

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

use leave is not foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time as soon as practicable. For leave of more than 3 consecutive days, upon District request, the eligible employee must provide the District – within 15 days after the request – reasonable documentation that earned sick time was used for an ESTA purpose. The District will be responsible for paying the eligible employee's costs in obtaining the requested documentation.

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

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

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

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

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

- earned sick time must be used in [] [Note: Insert "hourly" or the smallest increment that the District uses to account for absences of use of other time] increments; and
- an employee using earned sick time will not receive overtime pay, holiday pay, or bonuses for the earned sick time.

H. Notice and Recordkeeping

The District will:

1. provide an ESTA notice created by LEO to each eligible employee at hire or by March 23, 2025, whichever is later (see 4113-F-1);
2. display in a conspicuous location in each of its buildings the ESTA poster created by LEO; and

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113-F-1 Michigan Earned Sick Time Act (ESTA) Form [For Districts with More Than 10 Employees] [Note: If the District has 10 or fewer employees, please contact the Thrun Board Policy Administrator to receive a different version of this ESTA form.]

ESTA Hire Notice

Pursuant to the Michigan Earned Sick Time Act (ESTA), an eligible employee generally (1) earns 1 hour of earned sick time for every 30 hours worked, but the District may cap use of earned sick time to 72 hours per ESTA benefit year, or (2) receives at least 72 hours of earned sick time at the beginning of the District's ESTA benefit year (prorated for a part-time employee under certain circumstances). The District's ESTA benefit year is the 12-month period from July 1 to June 30. [Optional: may adjust 12-month period]

[Optional (if frontloading for a part-time employee, complete the following for that employee): As a part-time employee, the District estimates that you will work approximately _____ hours during the District's ESTA benefit year, subject to the District's discretion and Board Policy].

Retaliatory personnel action by the employer against an employee for requesting or using earned sick time for which the employee is eligible is prohibited. An eligible employee may file a complaint with the Michigan Department of Labor and Economic Opportunity (LEO) for any ESTA violation.

Terms under which earned sick time may be used are identified in the ESTA and in District Policy 4113, which terms are incorporated by reference into this Notice. An eligible employee may use earned sick time for the following reasons:

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

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113-F-2 Michigan Earned Sick Time Act (ESTA) Leave Request Checklist*

- ☐ **1. EE Eligibility.** Determine if EE is eligible for earned sick time under ESTA. If EE is ineligible, then ESTA does not apply. EE is ineligible if EE fits within at least 1 of the following exclusions:
 - ☐ **CBA Exclusion**
 - ☐ EE is covered by a CBA that was in effect on 2/21/25.
 - ☐ The CBA has not expired, and
 - ☐ For every employee covered by the CBA, the CBA addresses sick leave (or a similar benefit) or expressly excludes sick leave.
 - ☐ **Individual Employment Contract Exclusion**
 - ☐ EE is covered by an individual employment contract that was signed by *both* the EE and ER on or before 12/31/24.
 - ☐ Contract is effective for 3 years or less.
 - ☐ ER notifies LEO of the contract,¹ and
 - ☐ Contract “conflicts” with ESTA.²
 - ☐ **Categorical Exclusion**
 - ☐ EE is an unpaid trainee or an unpaid intern.
 - ☐ EE is under 18 years old and employed under the Michigan Youth Employment Standards Act, or
 - ☐ ER policy allows EE to schedule EE’s own working hours and prohibits ER from taking adverse personnel action against EE for not scheduling a minimum amount of working hours.
 - ☐ **2. Purpose for Leave.** Confirm EE’s requested leave is for an ESTA purpose. If not for an ESTA purpose, then ESTA does not apply. An eligible EE may use accrued earned sick time for any of the following purposes:
 - ☐ EE or EE family member illness, injury, health condition, or preventative medical care.
 - ☐ If EE or EE family member is a domestic violence or sexual assault victim, for:
 - ☐ Medical care or counseling for a physical or psychological injury or disability.
 - ☐ Services from a victim services organization.
 - ☐ Relocation.
 - ☐ Legal services, or
 - ☐ Participation in any civil or criminal proceedings related to the domestic violence or sexual assault.
 - ☐ Meeting at child’s school or place of care related to:
 - ☐ The child’s health or disability, or
 - ☐ The effects of domestic violence or sexual assault on the child.
 - ☐ Closure of EE’s place of business by a public official due to a public health emergency.
 - ☐ EE need to care for a child whose school or place of care is closed by order of a public official due to a public health emergency.
 - ☐ Leave when health authorities or a health care provider determines that EE or EE family member presence in the community jeopardizes the health of others because of EE or EE family member exposure to a communicable disease.
- ☐ **3. Concurrent or Alternate Leave.**
 - ☐ If an eligible EE’s requested leave is for an ESTA reason, determine whether earned sick time will run concurrently with any other available leave, such as FMLA leave or leave granted by a CBA, individual employment contract, or policy.
 - ☐ If EE is not an eligible EE or if eligible EE’s requested leave is not for an ESTA reason, determine if EE qualifies for any other leave, such as leave granted by a CBA, individual employment contract, or policy.
- ☐ **4. Leave Notice.** ESTA generally permits an ER to require an EE to provide up to 7 days’ advanced notice for foreseeable leave and notice as soon as practicable for unforeseeable leave. ESTA also permits an ER to discipline an EE who fails to provide required notice. Check any applicable CBA, individual employment contract, and policy for any ESTA advanced notice requirements applicable to the EE.

* This checklist was created on 9/17/25 and is based on (i) statutory text as of that date, and (ii) 7/22/25 Frequently Asked Questions published by LEO (FAQs). The back side of this checklist contains definitions.

This checklist is intended to assist a school with determining whether an EE’s leave request qualifies for earned sick time and, if so, to assist the school with processing that leave. According to the FAQs, an EE must request the use of earned sick time; an ER cannot mandate that an EE use earned sick time before the EE uses other leave.

Review any applicable CBA, individual employment contract, and policy for ESTA provisions that may impact the above checklist. For example, a contract may grant earned sick time to an EE who does not otherwise qualify for earned sick time under ESTA.

ESTA leave mandates do not apply to an ER with less than 11 EEs (Small Employer) until 10/1/25 or, if the Small Employer did not employ an EE before 2/21/22, until 3 years after the ER first employs an EE.

¹ ERs must notify LEO by email: leo-estacontract@michigan.gov.

² Neither ESTA nor the FAQs expressly address what it means for an individual employment contract to “conflict” with ESTA. The FAQs suggest, however, that a conflict exists if the contract addresses sick leave (or a similar benefit) or expressly excludes sick leave.

- ☐ **5. Available Leave.** Confirm EE did not exhaust accrued earned sick time. If EE exhausted accrued time, then ESTA does not apply, assuming that ER granted minimum leave required by ESTA. An ER may satisfy its earned sick time mandate for an EE by either (i) frontloading earned sick time at the beginning of the ER's ESTA benefit year for immediate use (frontloading requirements differ for full-time and part-time EEs), or (ii) granting 1 hour of earned sick time for every 30 hours worked. Reminders:
 - ☐ If EE accrues leave at the rate of 1 hour for every 30 hours worked, then:
 - ☐ An ER is not required to permit an EE to use more than 72 hours of earned sick time during an ESTA benefit year (40 hours if a Small Employer).
 - ☐ ER must allow EE to carry over up to 72 hours of accrued leave from ESTA benefit year to ESTA benefit year (40 hours if a Small Employer).
 - ☐ An ER may require an EE hired after 2/21/25 to wait up to 120 calendar days after commencing employment before using accrued leave.
 - ☐ An EE exempt under the Fair Labor Standards Act is assumed to work 40 hours per workweek, unless the EE's normal workweek is less than 40 hours.
 - ☐ If EE (i) transfers to another position while employed for the same ER, or (ii) separates from employment but is rehired by the same ER within 2 months after separation, then EE may use earned sick time that was accrued but unused before the transfer or separation, unless the ER paid the EE the value of

that earned sick time at time of transfer or employment separation.

- ☐ **6. Leave Increment.** Leave may be used in:
 - ☐ 1-hour increments, or
 - ☐ The smallest increment the ER uses to account for non-ESTA absences.
- ☐ **7. Supporting Documents.** For leave of more than 3 consecutive days, ER may require EE to provide the ER with reasonable documentation that earned sick time was used for an ESTA purpose. If ER requests such documentation, then ER is responsible for paying EE's costs in obtaining the documentation and EE must return the documentation within 15 days of the request. Reasonable documentation is:
 - ☐ Documentation signed by a health care professional indicating that earned sick time is necessary, or
 - ☐ In cases of domestic violence or sexual assault, any of the following selected by the EE:
 - ☐ A police report indicating that the EE or the EE's family member was a victim of domestic violence or sexual assault,
 - ☐ A signed statement from a victim and witness advocate affirming that the EE or the EE's family member is receiving services from a victim services organization, or
 - ☐ A court document indicating that the EE or the EE's family member is involved in legal action related to domestic violence or sexual assault.

Definitions

- CBA – collective bargaining agreement.
- Domestic partner – adult in committed relationship with another adult.
- Earned sick time – Time off from work that can be used for any ESTA purpose.
- EE – Employee.
- ER – Employer.
- Family member –
 - Biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the EE stands *in loco parentis*.
 - Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an EE or an EE's spouse or domestic partner or a person who stood *in loco parentis* when the EE was a minor child.

- Individual to whom the EE is legally married under the law of any State or a domestic partner.
- Grandparent or grandchild.
- Biological, foster, or adopted sibling.
- Individual related by blood to the EE, or
- Individual whose close association with the EE is the equivalent of a family relationship.
- FMLA – Family and Medical Leave Act.
- Health Care Professional –
 - Person licensed under Michigan or federal law to provide health care services, including nurses, doctors, and emergency room personnel, or
 - Certified midwife.
- LEO – Michigan Department of Labor and Economic Opportunity.

This checklist provides a general overview of ESTA and its applicability to schools. None of the information in this checklist is intended as legal advice or opinion for specific facts, matters, situations, or issues. Consult legal counsel about the application of this document to a specific circumstance or situation. This checklist is subject to future legal developments.