

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

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

Agenda

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. WELCOME - Mr. Scott Haid, Assistant Superintendent for Instruction
- IV. INSTRUCTIONAL HIGHLIGHT: Student Growth and Achievement Data - NWEA
- V. CONSENT GROUPING
 - V.A. Superintendent/Board of Education
 - V.A.1. Approval of Minutes
 - V.B. Business
 - V.B.1. Payment of Bills
 - V.B.2. Interactive Flat Panels
 - V.B.3. Food Service Roofing
 - V.B.4. Pine Ridge Roofing
 - V.B.5. Eastern Roofing
 - V.B.6. Playgrounds
 - V.B.7. Classroom Furniture
 - V.B.8. Bus Replacement
 - V.B.9. Delinquent Personal Property Taxes
 - V.C. Instruction
 - V.C.1. Federal Title III Immigrant Funds
- VI. SCHOOLS OF CHOICE RESOLUTIONS FOR 2025-2026
 - VI.A. Resolution to Opt Out of Section 105
 - VI.B. Resolution to Opt Out of Section 105c
 - VI.C. Resolution to Participate in the Kent ISD Collaborative Schools of Choice Program
- VII. OPERATING MILLAGE
- VIII. BOARD POLICIES
- IX. SUPERINTENDENT'S REPORT
- X. BOARD COMMUNICATION
- XI. PUBLIC COMMENTS
- XII. ADJOURNMENT

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

ASSISTANT SUPERINTENDENT FOR INSTRUCTION

TOPIC: Instructional Highlight: Student Growth and Achievement Data – NWEA

The NWEA Fall to Winter Growth Data presentation analyzes K-6 student progress in reading and math between the fall and winter assessment periods. It highlights growth trends, identifies areas of strength, and pinpoints skill gaps for targeted intervention. Based on this data, the presentation will also demonstrate how students are grouped for tier 2 interventions.

FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

CONSENT GROUPING

February 10, 2025

V. CONSENT GROUPING

A. SUPERINTENDENT/BOARD OF EDUCATION

1. Approval of Minutes – Approve the minutes of the January 20, 2025, Regular Meeting, with any added changes or revisions.

B. BUSINESS

1. Payment of Bills – Approve expenditures for the payment of bills for January 2025, as presented.
2. Interactive Flat Panels – Purchase and install interactive flat panels from Digital Age Technologies (DAT) for an amount not to exceed \$379,654.
3. Food Service Roofing – Award the contract for roofing work at Food Service to Modern Roofing for an amount not to exceed \$125,190 including contingency funds.
4. Pine Ridge Roofing – Award the contract for roofing work at Pine Ridge to Division 7 Building Contractors Inc. for an amount not to exceed \$569,176 including contingency funds.
5. Eastern Roofing – Award the contract for roofing work at Eastern Middle/High to Advanced Construction Group Inc. for an amount not to exceed \$547,924 including contingency funds.
6. Playgrounds – Approve the purchase of new playground equipment from GameTime for an amount not to exceed \$5,223,076.
7. Classroom Furniture – Approve the purchase of classroom furniture from Custer Inc., Dew-El Corporation, Great Lakes Furniture Supply, Inc., Interphase Interiors, and VS America for an amount not to exceed \$2,303,911.
8. Bus Replacement – Approve the purchase of four new seventy-seven passenger school bus units from Midwest Transit Equipment at a cost of \$646,464.
9. Delinquent Personal Property Taxes – Authorize the Secretary of the Board of Education to sign the Waiver and Consent forms from Cascade Charter Township, City of Grand Rapids, City of Kentwood, and Grand Rapids Charter Township to strike delinquent personal property taxes.

C. INSTRUCTION

1. Relinquishing Federal Title III Immigrant Funds – Approve the relinquishing of the federal Title III Immigrant funds allocated to Forest Hills Public Schools.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

SUPERINTENDENT/BOARD OF EDUCATION

TOPIC: Approval of Minutes

Board of Education approval is requested for the minutes of the January 20, 2025, Regular Meeting, with any added changes or revisions.

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve the minutes of the January 20, 2025, Regular Meeting, with any added changes or revisions.

FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

Minutes of Regular Meeting of the Board of Education
held on January 20, 2025

The Forest Hills Board of Education met in regular session on January 20, 2025, at the Administration Building. President Fauson called the meeting to order at 6:30 p.m.

CALL TO ORDER

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

ATTENDANCE

Members Absent: Kermode

Member Colley led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

President Fauson welcomed everyone to the meeting. She indicated that the scheduled instructional highlight has been postponed.

WELCOME

In honor of National School Board Recognition Month, Superintendent Kirby expressed gratitude on behalf of the staff and community for the members of the Forest Hills Board of Education and the hours they commit to the district. Board members received a token of appreciation for their service and enjoyed confections from the Forest Hills Food Service Department.

RECOGNITION

BOARD OF
EDUCATION
RECOGNITION

Motion made by Member Terryn, second by Member Ninemeier, that the Forest Hills Board of Education approve consent grouping items VI. A.-C.

CONSENT GROUPING
ITEMS

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

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

NAYS: None

Motion carried by a 6-0 roll call vote.

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

APPROVAL OF
MINUTES

Accepted the following gifts and donations, as presented:

GIFTS TO THE
DISTRICT

- Tower Pinkster donated \$55,000 to Forest Hills Public Schools for use throughout the district.

Approved expenditures for the payment of bills for December 2024, as presented.

PAYMENT OF BILLS

GENERAL FUND	\$12,341,967.47
DEBT FUND	0.00
CAPITAL PROJECTS FUND 2019	0.00
CAPITAL PROJECTS FUND 2021	0.00
CAPITAL PROJECTS FUND 2023	4,799,642.64

SPECIAL REVENUE FUND

1. Food Service Fund	438,820.93
2. Child Care Fund	1,562.42
3. Student/School Activity	129,765.26

TOTAL EXPENDITURES **\$17,711,758.72**

Approved the contracts to perform construction work at Central High at a total cost of \$26,248,882, including contingency, fees, general conditions, and allowances. CENTRAL HIGH RENOVATIONS

Approved the award of the construction contract for mechanical work at Eastern to Rite-Way Plumbing and Heating, Inc. for an amount not to exceed \$1,310,750, including contingency funds. EASTERN CHILLER REPLACEMENT

Approved the award of the construction contract for mechanical work at Central Middle to Rite-Way Plumbing and Heating, Inc. for an amount not to exceed \$1,603,400, including contingency funds. CENTRAL MIDDLE MECHANICAL

Approved the purchase of cafeteria furniture for Northern High from Custer Workplace Interiors, Dew-El Corporation, Great Lake Furniture Supply, Inc., and Interphase Interiors for an amount not to exceed \$371,615. NORTHERN HIGH CAFETERIA FURNITURE

Approved the purchase of office furniture from Interphase Interiors for an amount not to exceed \$84,200. EASTERN MIDDLE OFFICE FURNITURE

Amended the 2024-2025 General Fund Appropriations Act Amendment Resolution with available funds of \$157,319,785 and appropriations of \$135,909,252, as presented. (Ref. No. 25-01/20-A) 2024-2025 GENERAL FUND APPROPRIATIONS ACT AMENDMENT RESOLUTION

Amended the 2024-2025 Special Revenue Fund Appropriations Act Amendment Resolution with available funds of \$16,100,943 and appropriations of \$9,938,875, as presented. (Ref. No. 25-01/20-B) 2024-2025 SPECIAL REVENUE FUND APPROPRIATIONS ACT AMENDMENT RESOLUTION

Approved the new high school course, *Pre-AP English 1*. NEW COURSE PROPOSAL, HIGH SCHOOL, *PRE-AP ENGLISH 1*

Approved the new high school course, *Honors Pre-AP English 1*. NEW COURSE PROPOSAL, HIGH SCHOOL, *HONORS PRE-AP ENGLISH 1*

Approved the new high school course, *Chemistry II*. NEW COURSE PROPOSAL, HIGH

SCHOOL,
CHEMISTRY II

Approved the new high school course, *MLL Language Development*.

NEW COURSE
PROPOSAL, HIGH
SCHOOL, *MLL
LANGUAGE
DEVELOPMENT*

Approved the new high school course, *Pre-AP English 2*.

NEW COURSE
PROPOSAL, HIGH
SCHOOL, *PRE-AP
ENGLISH 2*

Approve the new high school course, *MLL English Language Arts*.

NEW COURSE
PROPOSAL, HIGH
SCHOOL, *MLL
ENGLISH LANGUAGE
ARTS*

Superintendent Kirby accepted the following resignation:

RESIGNATIONS

- Joseph Schwander, Math/Science Teacher, Eastern High

Superintendent Kirby shared the following:

SUPERINTENDENT'S
REPORT

- The 2024 Title IX regulations have been vacated based on a recent court order. School districts will revert to the 2020 regulations. Policy changes will be forthcoming.
- He appreciated the support of the Board to attend the Michigan Association of School Administrators (MASA) mid-winter conference. A lot of learning took place, along with some legislative updates.
- He provided an update on the district's professional learning, which emphasized safety and security.
- He provided a legislative update.
- He shared that Forest Hills was not impacted by the recent PowerSchool data breach.
- He shared there are positive projections coming from the recent Consensus Revenue Estimating Conference (CREC).
- He gave an update on the recent Office of Retirement Services (ORS) guidance. Districts should receive the money by the end of February 2025 that will be returned to the impacted employees.
- He shared that -20°F is the sustained windchill threshold to consider for school cancellations.

Member Ninemeier shared an Equity Community Council update. On March 6, there will be a 4th-grade Belonging Bash that will emphasize what increases and decreases belonging.

BOARD
COMMUNICATIONS

Member Michaud gave an update from the Forest Hills Foundation.

- The Gala raised \$50,000 for the Support Our Schools initiative.

- The Spring grant cycle is currently open. Applications will be accepted through February 2, 2025.

President Fauson thanked Tower Pinkster for their generous donation to the district.

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

PUBLIC COMMENTS

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

- A high school library book
- Board appreciation
- Title IX Board policies
- Smart Pass system

President Fauson inquired if there was other business of the board. Hearing none, she adjourned the meeting at 7:23 p.m.

ADJOURNMENT

Respectfully submitted,

Malorie Ninemeier, Secretary
Forest Hills Board of Education

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS

Juli Dush

TOPIC: Payment of Bills

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

Summary of Bills Payable

PROPOSED MOTION:

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

GENERAL FUND	\$14,500,441.31
DEBT FUND	
CAPITAL PROJECTS FUND 2023	2,969,240.58
SPECIAL REVENUE FUND	
Food Service	175,565.12
Childcare	3,445.89
Student/School Activity	133,261.37
TOTAL EXPENDITURES	\$17,781,954.27

Forest Hills Public Schools
Disbursements
For Month Ended January 2025

Fund	General Checking		Debt Service	Payroll Checking			Flex Checking - Employee Flexible Spending Accounts		Total Disbursements
	Checks (320084-320501)	ACH & Wire Disbursements	ACH Disbursement October / April	Checks (329544-329557)	Direct Deposit Payments	ACH & Wire Disbursements	Manual Payments	Debit Card Payments	
General	\$ 2,023,062.14	\$ 5,281,607.42		\$ 11,302.36	\$ 5,095,474.02	\$ 1,771,358.97	\$ 7,536.21	\$ 5,358.11	\$ 14,195,699.23
General, Athletics	90,264.04	6,692.76							96,956.80
General, Grants	176,991.73	30,793.55							207,785.28
GENERAL SUBTOTAL	2,290,317.91	5,319,093.73		11,302.36	5,095,474.02	1,771,358.97	7,536.21	5,358.11	14,500,441.31
Debt Service									-
Capital Projects-2023	2,943,889.46	25,351.12							2,969,240.58
Special Revenue Fund									
Food Service	174,928.04	637.08							175,565.12
Child Care		3,445.89							3,445.89
Student/School Activity	101,293.68	31,967.69							133,261.37
	\$ 5,510,429.09	\$ 5,380,495.51	\$ -	\$ 11,302.36	\$ 5,095,474.02	\$ 1,771,358.97	\$ 7,536.21	\$ 5,358.11	\$ 17,781,954.27

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Interactive Flat Panels

It is recommended that the Board of Education purchase and install interactive flat panels from Digital Age Technologies (DAT) for an amount not to exceed \$379,654. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education purchase and install interactive flat panels from Digital Age Technologies (DAT) for an amount not to exceed \$379,654.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Food Service Roofing

It is recommended that the Board of Education award the contract for roofing work at Food Service to Modern Roofing for an amount not to exceed \$125,190 including contingency funds. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education award the contract for roofing work at Food Service to Modern Roofing for an amount not to exceed \$125,190 including contingency funds.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS

Julie Davis

TOPIC: Pine Ridge Roofing

It is recommended that the Board of Education award the contract for roofing work at Pine Ridge to Division 7 Building Contractors Inc. for an amount not to exceed \$569,176 including contingency funds. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education award the contract for roofing work at Pine Ridge to Division 7 Building Contractors Inc. for an amount not to exceed \$569,176 including contingency funds.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Eastern Roofing

It is recommended that the Board of Education award the contract for roofing work at Eastern Middle/High to Advanced Construction Group Inc. for an amount not to exceed \$574,924 including contingency funds. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education award the contract for roofing work at Eastern Middle/High to Advanced Construction Group Inc. for an amount not to exceed \$574,924 including contingency funds.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS

A handwritten signature in black ink, appearing to read "Julie Davis", is written over the end of the title "ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS".

TOPIC: Playgrounds

It is recommended that the Board of Education approve the purchase of new playground equipment from GameTime for an amount not to exceed \$5,223,076. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the purchase of new playground equipment from GameTime for an amount not to exceed \$5,223,076.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Classroom Furniture

It is recommended that the Board of Education approve the purchase of classroom furniture from Custer Inc., Dew-EI Corporation, Great Lakes Furniture Supply, Inc., Interphase Interiors, and VS America for an amount not to exceed \$2,303,911. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the purchase of classroom furniture from Custer Inc., Dew-EI Corporation, Great Lakes Furniture Supply, Inc., Interphase Interiors, and VS America for an amount not to exceed \$2,303,911.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Bus Replacement

It is recommended that the Board of Education approve the purchase four new seventy-seven passenger school bus units from Midwest Transit at a cost not to exceed \$646,464. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the purchase of four new seventy-seven passenger school bus units from Midwest Transit at a cost not to exceed \$646,464.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Delinquent Personal Property Taxes

It is recommended that the Board authorize the Secretary of the Board of Education to sign the Waiver and Consent forms from Cascade Charter Township, City of Grand Rapids, City of Kentwood, and Grand Rapids Charter Township to strike delinquent personal property taxes. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education authorize the Secretary of the Board of Education to sign the Waiver and Consent forms from Cascade Charter Township, City of Grand Rapids, City of Kentwood, and Grand Rapids Charter Township to strike delinquent personal property taxes.

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

In the Matter of the Petition
of the Township Treasurer of
Cascade Charter Township to
Strike 2019 and prior Delinquent
Personal Property Taxes
from the Tax Tolls

File No. _____

WAIVER AND CONSENT

NOW COMES Forest Hills Public Schools and acknowledges receipt of the 2019 and prior Delinquent Personal Property Tax Report, and the Statement of Attempt to Collect the 2019 and prior Personal Property Taxes and consents to the relief requested by the petitioner and voluntarily waives notice of the hearing and of the entry of judgment.

Dated _____, 2025

Malorie Ninemeier
Secretary, FHPS Board of Education
Forest Hills Public Schools

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

In the matter of the Petition
of the City Treasurer of
the City of Grand Rapids to
Strike 2019 Delinquent
Personal Property Taxes
from the Tax Rolls

File No. 25-_____

WAIVER AND CONSENT

NOW COMES the Forest Hills Public Schools and acknowledges receipt of the 2019 Delinquent Personal Property Tax Roll, and the Statement of Attempt to Collect the 2019 Personal Property Taxes and consents to the relief requested by the petitioner and voluntarily waives notice of the hearing and the entry of judgment.

Dated _____, 2025

Malorie Ninemeier, Board Secretary
Forest Hills Public Schools

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

In the matter of the petition of the City Treasurer of the City of Kentwood to strike the 2019 and prior years' Personal Property taxes from the rolls.

File No. _____

WAIVER AND CONSENT

NOW COMES, Malorie Ninemeier , Secretary of the Board of Education for the Forest Hills School District and acknowledges receipt of the 2019 and prior years' Delinquent Personal Property Tax Report and the Statement of Attempt to Collect the 2019 and prior years' personal property taxes and consents to the relief requested by the petitioner and voluntarily waives notice of the hearing and of the Entry of Judgment on the petition.

Dated _____, 2025

Malorie Ninemeier, Secretary
Board of Education
Forest Hills School District

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

In the matter of the Petition
of the Treasurer of
the Township of Grand Rapids to
Strike 2019 and prior Delinquent
Personal Property Taxes
from the Tax Rolls

File No. _____

WAIVER AND CONSENT

NOW COMES, Malorie Ninemeier, Secretary of the Board of Education, Forest Hills Public Schools, and acknowledges Receipt of the 2019 and prior Delinquent Personal Property Tax Report, and the Statement of Attempt to Collect the 2019 and prior Personal Property Taxes and consents to the relief requested by the petitioner and voluntarily waives notice of the hearing and of the entry of judgment.

Dated _____, 2025

Malorie Ninemeier,
Board of Education Secretary
Forest Hills Public Schools

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

ASSISTANT SUPERINTENDENT FOR INSTRUCTION

TOPIC: Relinquishing of Federal Title III Immigrant Funds *stt*

The Instruction Department is recommending that the Board of Education approve relinquishing the federal Title III Immigrant funds allocated to our district. The scope and practical challenges associated with utilizing these funds have significantly limited the impact and effectiveness within our district context.

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve the relinquishing of the federal Title III Immigrant funds allocated to Forest Hills Public Schools.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

SUPERINTENDENT'S OFFICE

TOPIC: Resolution to Opt Out of Section 105

Forest Hills Public Schools has opted out of the State Choice Plan and participated in the Kent Intermediate School District Collaborative Schools of Choice Program since its inception in the 1996-97 school year.

It is recommended the board make a motion to pass a resolution to exercise the option permitted by Section 105 of the State School Aid Act of 1979, as amended by Public Act 100 of 1996, to not accept Section 105 applications of non-resident students from outside our district for purposes of operating an intermediate school district-wide schools of choice program in accordance with Section 105 for the 2025-2026 school year.

PROPOSED MOTION:

I move that the Board of Education of the Forest Hills Public School District, exercising the option permitted by Section 105 of the State School Aid Act of 1979, as amended by Public Act 300 of 1996, will not accept Section 105 applications of non-resident students from outside our district, for purposes of operating an intermediate school district-wide schools of choice program in accordance with Section 105 for the 2025-2026 school year.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

SCHOOLS of CHOICE

RESOLUTION TO OPT OUT OF SECTION 105
(State Schools of Choice Program)

Board Member _____ moves that the Board of Education of the Forest Hills Public School District, exercising the option permitted by *Section 105* of the State School Aid Act of 1979, as amended by Public Act 300 of 1996, will not accept *Section 105* applications of non-resident students from outside our district, for purposes of operating an intermediate school district-wide schools of choice program in accordance with Section 105 for the 2025-2026 school year.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS

By _____
Kristen Fauson, President

By _____
Malorie Ninemeier, Secretary

Date _____ 02/10/2025

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

SUPERINTENDENT'S OFFICE

TOPIC: Resolution to Opt Out of Section 105c

In accordance with Section 105c as permitted in the State School Aid Act, Public Act 119 of 1999, as amended by Public Act 297 of 2000, it is recommended that Forest Hills Public Schools will not accept applications for enrollment from residents of contiguous intermediate school districts for the 2025-2026 school year.

It is recommended that the board make a motion to pass a resolution to exercise the option permitted by 105c of the State School Aid Act, Public Act 119 of 1999, as amended by Public Act 297 of 2000, to not accept applications for enrollment from residents of contiguous intermediate school districts for the 2025-2026 school year.

PROPOSED MOTION:

I move that the Board of Education of the Forest Hills Public School District, exercising the option permitted by Section 105c of the State School Aid Act, Public Act 119 of 1999, as amended by Public Act 297 of 2000, will not accept applications for enrollment from residents of contiguous intermediate school districts for the 2025-2026 school year.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

CONTIGUOUS INTERMEDIATE SCHOOL DISTRICTS
SCHOOLS OF CHOICE

RESOLUTION TO OPT OUT OF SECTION 105c
(State Schools of Choice Program)

Board Member _____ moves that the Board of Education of the Forest Hills Public School District, exercising the option permitted by *Section 105c* of the State School Aid Act, Public Act 119 of 1999, as amended by Public Act 297 of 2000, will not accept applications for enrollment from residents of contiguous intermediate school districts for the 2025-2026 school year.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS

By _____
Kristen Fauson, President

By _____
Malorie Ninemeier, Secretary

Date _____ 02/10/2025 _____

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

SUPERINTENDENT'S OFFICE

TOPIC: Kent ISD Collaborative Schools of Choice Program

Forest Hills Public Schools has opted out of the State Choice Plan and participated in the Kent Intermediate School District Collaborative Schools of Choice Program since its inception in the 1996-97 school year.

It is recommended that the board make a motion to pass a resolution to participate in the Kent ISD Collaborative Schools of Choice Program for the 2025-2026 school year.

PROPOSED MOTIONS:

I move that the Board of Education of the Forest Hills Public School District will participate in the Kent Intermediate School District Collaborative Schools of Choice Program for the 2025-2026 school year.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

RESOLUTION TO PARTICIPATE IN THE
KENT ISD COLLABORATIVE SCHOOLS OF CHOICE PROGRAM

Board Member _____ moves that the Board of Education of the
Forest Hills Public School District will participate in the Kent Intermediate School District
Collaborative Schools of Choice Program for the 2025-2026 school year.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS

By _____
Kristen Fauson, President

By _____
Malorie Ninemeier, Secretary

Date _____ 02/10/2025

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Operating Millage

It is recommended that the Board of Education adopt the resolution setting the date of May 6, 2025 for the purpose of putting before the voters a six-year renewal of the 18-mill operating millage and setting the ballot wording and election registration notice forms. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education adopt the resolution setting the date of May 6, 2025 for the purpose of putting before the voters a six-year renewal of the 18-mill operating millage and setting the ballot wording and election registration notice forms.

Forest Hills Public Schools, Kent County, Michigan (the "District")

A regular meeting of the board of education of the District (the "Board") was held in the Administration Building, within the boundaries of the District, on the 10th day of February, 2025, at 6:30 o'clock in the p.m. (the "Meeting").

The Meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

1. This Board intends to submit a proposition at a special election to be held on Tuesday, May 6, 2025.

2. On or before 4:00 p.m. on Tuesday, February 11, 2025, the Board shall certify any ballot proposition to be submitted to the voters at such election to the election coordinator or coordinators designated to conduct elections within the District (the "Election Coordinator").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. A special election of the school electors of the District be called and held on Tuesday, May 6, 2025.

2. The proposition to be voted on at the special election shall be stated on the ballots in substantially the form as set forth in Exhibit A.

3. The Election Coordinator is requested to:

a. Utilize The Grand Rapids Press, a newspaper published or of general circulation within the District, for publication of notices in accordance with the election law requirements.

b. Utilize ballot proposition summary information, as prepared by legal counsel, in the forms of the notices of last day of registration and election in substantially the form as set forth in Exhibit B attached hereto.

c. Provide a proof copy of the ballot to the District and its legal counsel in sufficient time to allow the ballot to be proofread prior to printing.

4. The Secretary of this Board is hereby authorized and directed to file a copy of this resolution with the Election Coordinator and with any Election Clerk or clerks designated to conduct elections within the District by 4:00 p.m., on Tuesday, February 11, 2025.

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

Secretary, Board of Education

JJS/baf

EXHIBIT A

FOREST HILLS PUBLIC SCHOOLS OPERATING MILLAGE PROPOSAL

This proposal will allow the school district to continue to levy the statutory rate of not to exceed 18 mills on all property, except principal residence and other property exempted by law, required for the school district to receive its full revenue per pupil foundation allowance and restores millage lost as a result of the reduction required by the Michigan Constitution of 1963.

Shall the currently authorized millage rate limitation on the amount of taxes which may be assessed against all property, except principal residence and other property exempted by law, in Forest Hills Public Schools, Kent County, Michigan, be renewed by 18.1297 mills (\$18.1297 on each \$1,000 of taxable valuation) for a period of 6 years, 2026 to 2031, inclusive, and also be increased by .5 mill (\$0.50 on each \$1,000 of taxable valuation) for a period of 6 years, 2026 to 2031, inclusive, to provide funds for operating purposes; the estimate of the revenue the school district will collect if the millage is approved and 18 mills are levied in 2026 is approximately \$24,000,000 (this is a renewal of millage that will expire with the 2025 levy and the addition of millage which will be levied only to the extent necessary to restore millage lost as a result of the reduction required by the "Headlee" amendment to the Michigan Constitution of 1963)?

EXHIBIT B

**SUMMARY OF BALLOT PROPOSITION TO BE INSERTED IN THE
NOTICES OF LAST DAY OF REGISTRATION AND ELECTION:**

FOREST HILLS PUBLIC SCHOOLS
OPERATING MILLAGE PROPOSAL
EXEMPTING PRINCIPAL RESIDENCE
AND OTHER PROPERTY EXEMPTED BY LAW
18.1297 MILLS FOR 6 YEARS AND
.5 MILL FOR 6 YEARS FOR
HEADLEE RESTORATION PURPOSES, IF NECESSARY

Full text of the ballot proposition may be obtained at the administrative offices of Forest Hills Public Schools, 620 Forest Hill Avenue SE, Grand Rapids, Michigan 49546, telephone: (616) 493-8800.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

February 10, 2025

SUPERINTENDENT/BOARD OF EDUCATION

TOPIC: Board Policies

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

Section 3100 General Operations

- 3115 Nondiscrimination, Anti-Harassment, and Non-Retaliation (Revised Policy)
- 3115A Definitions for 3115 Series (Revised Policy)
- 3115B Designation of Coordinators (Revised Policy)
- 3115C Supportive Measures (Revised Policy)
- 3115D Informal Resolution (Revised Policy)
- 3115E Grievance Procedure and Remedies (Revised Policy)
- 3115F Complaint Dismissal and Appeals (Revised Policy)
- 3115G Additional Requirements to Prevent and Address Pregnancy Discrimination (Delete Policy)
- 3115H Training Requirements and Policy Notice (Revised Policy)
- 3118 Title IX Sexual Harassment (Revised Policy)

Section 4100 Employee Rights and Responsibilities

- 4101 Non-Discrimination (Revised Policy)
- 4102 Anti-Harassment (Revised Policy)
- 4104 Employment Complaint Procedure for Allegations Implicating Civil Rights (Revised Policy)
- 4105A Pregnancy-Related Workplace Accommodations (Revised Policy)
- 4113 Michigan Earned Sick Time Act (ESTA) (New Policy)
- 4305 Michigan Paid Medical Leave Act (MPMLA) (Delete Policy)

Section 5200 Student Conduct and Discipline

- 5202 Unlawful Discrimination, Harassment, and Retaliation Against Students (Revised Policy)
- 5206 Student Discipline (Revised Policy)
- 5309 Student Records and Directory Information (Revised Policy)

PROPOSED MOTION:

I move that the Forest Hills Board of Education adopt and/or delete the policies, as presented.

Series 3000: Operations, Finance, and Property

3100 General Operations

3115 Non-Discrimination, Anti-Harassment, and Non-Retaliation *(including Title IX and Elliott-Larsen Civil Rights Act)*

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

Title IX sexual harassment is covered by Policy 3118.

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

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

- A. Definitions: For definitions related to the District's non-discrimination, anti-harassment, and non-retaliation policy, including examples of prohibited conduct, see Policy 3115A – Definitions.
- B. Designation of Coordinators: To find the appropriate coordinator/compliance officer, see 3115B – Designation of Coordinators.
- C. Supportive Measures: For more information about supportive measures, see Policy 3115C – Supportive Measures.
- D. Any Informal Resolution: For more information about informal resolution, see Policy 3115D – Informal Resolution.
- E. Grievance Procedure and Remedies: For more information about the grievance procedure for investigating unlawful discrimination, harassment, and retaliation complaints, and for possible remedies, see Policy 3115E – Grievance Procedure and Remedies.
- F. Complaint Dismissal and Appeals: For more information about dismissing a complaint, appealing a complaint dismissal, or appealing a determination of responsibility, see Policy 3115F – Complaint Dismissal and Appeals.

- G. ~~Pregnancy Discrimination: For more information about preventing and responding to pregnancy discrimination, see Policy 3115G – Additional Requirements to Prevent and Address Pregnancy Discrimination. Reserved~~
- H. Training, ~~Recordkeeping,~~ and Notice: For more information about training requirements, ~~recordkeeping protocols,~~ and notice of the District's non-discrimination policy, see Policy 3115H – Training Requirements, ~~Recordkeeping,~~ and Policy Notice.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604. 1, et seq., 1635 ; 34 CFR 106.1 et seq. ; MCL 37,1101 et seq., 37.2101 et seq

Date adopted: 3/16/2020

Date revised: 9/21/2020; 08/19/2024

Series 3000: Operations, Finance, and Property

3100 General Operations

3115A Definitions for 3115 Series

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

1. "Appeals Officer" means a person who is designated to hear a determination appeal ~~or~~, a dismissal appeal ~~,~~ ~~or a challenge to a Supportive Measures decision.~~ The Appeals Officer ~~must be a District employee and~~ may not be the same person as the Coordinator, Decisionmaker, Investigator, or Informal Resolution Facilitator.
2. "Complainant" means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination and who was participating or attempting to participate in the District's education program or activity at the time of the alleged Unlawful Discrimination.
3. "Complaint" means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Unlawful Discrimination.
- ~~4. "Consent" means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or romantic relationships between students and District employees, volunteers, or contractors, regardless of age or consent, are prohibited.~~
- 5.4. "Coordinator" means the person(s) designated by the District to coordinate the District's compliance with state and federal non-discrimination laws. The Coordinator may be the same person as the Investigator and Decisionmaker.
- 6.5. "Day" means a day that the District's central office is open for business, unless otherwise indicated.
- 7.6. "Decisionmaker" means the person designated to issue a determination as to whether Unlawful Discrimination occurred. The Decisionmaker may be the same person as the Coordinator and Investigator.

- ~~8.7.~~ “Disciplinary Sanctions” means consequences imposed on a Respondent following a determination that the Respondent engaged in Unlawful Discrimination.
- ~~9.8.~~ “Grievance Procedure” means the process outlined in Policy 3115E.
- ~~10.9.~~ “Informal Resolution Facilitator” means the person designated to facilitate an informal resolution process. The Informal Resolution Facilitator may not be the same person as the Investigator or the Decisionmaker.
- ~~11.10.~~ “Investigator” means the person designated to investigate a complaint of Unlawful Discrimination. The Investigator may be the same person as the Coordinator and Decisionmaker.
- ~~12.11.~~ “Key Role” means Coordinator, Investigator, Decisionmaker, Informal Resolution Facilitator, or Appeals Officer.
- ~~13.12.~~ “Party” means a Complainant or Respondent.
- ~~14.~~ ~~“Relevant” means related to the allegations of Unlawful Discrimination under investigation as part of the Grievance Procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged Unlawful Discrimination occurred, and evidence is relevant when it may aid a Decisionmaker in determining whether the alleged Unlawful Discrimination occurred.~~
- ~~15.13.~~ “Remedies” means measures provided, as appropriate, to a Complainant or any other person the District identifies as having had their equal access to the District’s education program or activity limited or denied by Unlawful Discrimination. These measures are provided to restore or preserve that person’s access to the District’s education program or activity after the District determines that Unlawful Discrimination occurred.
- ~~16.14.~~ “Respondent” means a person who is alleged to have violated the District’s prohibition on Unlawful Discrimination.
- ~~17.15.~~ “Retaliation” means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District’s education program or activity, for the purpose of interfering with any right or privilege secured by the 3115 Policy Series, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the 3115 Policy Series. Retaliation does not include a requirement that a District employee participate in a Grievance Procedure.
- ~~18.16.~~ “Supportive Measures” means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a

Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to:

- a. Restore or preserve that Party's access to the District's education program or activity, including measures that are designed to protect the safety of the Parties or the District's educational environment; or
- b. Provide support during the District's Grievance Procedure or during an informal resolution process.

~~19.17.~~ "Unlawful Discrimination" means to treat a person differently or less favorably due to the person's race, color, national origin, ethnicity, religion, sex (including gender identity or expression, sexual orientation, or pregnancy, ~~childbirth, or a related condition~~), age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally protected basis or any other legally protected class, and includes unlawful harassment and retaliation based on a person's membership in a protected classification.

B. Examples of Unlawful Harassment

Unlawful harassment may include, but is not limited to:

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

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

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

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

~~a. Quid Pro Quo Harassment~~

~~An employee, agent, or other person authorized by the District to provide an aid, benefit, or service under the District's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;~~

~~b. Hostile Environment Harassment~~

~~Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the District's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:~~

- ~~i. The degree to which the conduct affected the Complainant's ability to access the District's education program or activity;~~
- ~~ii. The type, frequency, and duration of the conduct;~~
- ~~iii. The Parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each Party that may be relevant to evaluating the effects of the conduct;~~
- ~~iv. The location of the conduct and the context in which the conduct occurred; and~~
- ~~v. Other sex-based harassment in the District's education program or activity; or~~

~~c. Specific Offenses~~

- ~~i. "Sexual assault" means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.~~
- ~~ii. "Dating violence" means violence committed by a person: (i) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (ii) where the existence of such a relationship shall be determined based on a consideration of the following factors: (1) the length of the relationship; (2) the type of relationship; and (3) the~~

~~frequency of interaction between the persons involved in the relationship.~~

~~iii. "Domestic violence" means felony or misdemeanor crimes committed by a person who: (i) is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the District, or a person similarly situated to a spouse of the victim; (ii) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (iii) shares a child in common with the victim; or (iv) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.~~

~~iv. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (i) fear for the person's safety or the safety of others; or (ii) suffer substantial emotional distress.~~

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

Date adopted: 08/19/2024

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3115B Designation of Coordinators

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

~~Designated~~ Title IX Coordinator

Christine Annese
620 Forest Hill Ave. SE Grand Rapids, MI 49546
616-493-8800
cannese@fhps.net

~~Designated~~ Section 504 Coordinator (Student)

Sarah Castro
640 Forest Hill Ave. SE Grand Rapids, MI 49546
616-493-8800
scastro@fhps.net

~~Designated~~ Section 504 Coordinator (non-student)

Christine Annese
620 Forest Hill Ave. SE Grand Rapids, MI 49546
616-493-8800
cannese@fhps.net

~~Designated~~ Civil Rights Coordinator/Employment Compliance Officer

Christine Annese
620 Forest Hill Ave. SE Grand Rapids, MI 49546
616-493-8800
cannese@fhps.net

A Complaint against ~~one of the~~ Coordinators listed above may be made to the Superintendent or Board President. A Complaint against the Superintendent may be made to the Board President. A Complaint against the Board President may be made to the Board Vice President.

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

Date adopted: 08/19/2024

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3115C Supportive Measures

A. Supportive Measures

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

Supportive Measures must not unreasonably burden any Party.

~~1. Examples of Supportive Measures~~

~~Supportive Measures may include, but are not limited to:~~

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

~~Any Party may seek modification or termination of a supportive measure applicable to them if circumstances materially change.~~

~~The District must not disclose information about any Supportive Measures to persons other than the person to whom they apply, unless necessary to provide the Supportive Measure or to restore or preserve a party's access to the education program or activity, or as otherwise authorized by law.~~

~~B. Challenging Supportive Measures~~

~~For allegations of Title IX Sex Discrimination, any Party may seek modification or reversal of a decision to provide, deny, modify, or terminate Supportive Measures applicable to them. To request a modification to Supportive Measures, the Party must submit a written request to the Title IX Coordinator. The Title IX Coordinator will designate an impartial employee as an Appeals~~

~~Officer to review the challenge. The Appeals Officer must be an employee, must not be the person who made the challenged decision, and must have the authority to modify or reverse Supportive Measures. The Appeals Officer will only modify or reverse a decision about Supportive Measures if the Appeals Officer determines that the initial decision to provide, deny, modify, or terminate the supportive measure is inconsistent with the definition of Supportive Measures in this Policy.~~

C.B. Students with Disabilities

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

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

Date adopted: 08/19/2024

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3115D *Informal Resolution*

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

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

Legal authority: 34 CFR 106.4420 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted: 08/19/2024

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3115E Grievance Procedure and Remedies

A. Grievance Procedure

1. Generally

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

The District will treat Complainants and Respondents equitably.

The District requires that any individual serving in a Key Role not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. ~~Individuals serving in a Key Role for a Title IX Sex Discrimination Complaint must meet the additional training requirements in Policy 3115H.~~

The District presumes that the Respondent is not responsible for the alleged Unlawful Discrimination until a determination is made at the conclusion of the Grievance Procedure.

- a. Grievance Procedure ~~Stages and Timeframes~~: The District ~~has established the following stages and, where applicable, timeframes for the Grievance Procedure; anticipates that most investigations will be concluded within 60 days. Investigations that involve several parties or witnesses, or investigations that are more complex, may exceed 60 days.~~

~~i. Evaluation~~

~~Upon receipt of a Complaint, the Coordinator will determine whether to proceed with an investigation or dismiss the Complaint consistent with Policy 3115F. For Title IX Sex Discrimination Complaints, this determination will occur within 5 days.~~

~~ii. Investigation~~

~~If the Complaint proceeds to the Investigation phase, the Coordinator will appoint an Investigator to conduct the investigation and provide notice of the allegations. The Coordinator may serve as the Investigator. For Title IX Sex Discrimination Complaints, the notice of allegations will be provided within 5 days. For Title IX Sex Discrimination Complaints,~~

~~the Investigator will endeavor to complete the investigation within 60 days.~~

~~iii. Evidence Access (Title IX Sex Discrimination Complaints Only)~~

~~For Title IX Sex Discrimination Complaints only, upon completion of the Investigation phase, the Parties will have 5 days to access and respond to the evidence as further explained below.~~

~~iv. Decision~~

~~Upon completion of the Investigation, the Decisionmaker will endeavor to promptly issue a decision as to whether Unlawful Discrimination occurred. For Title IX Sex Discrimination Complaints, the decision will be issued within 10 days.~~

~~Unless otherwise determined by the applicable Coordinator based on unique circumstances, the Investigator will also serve as the Decisionmaker.~~

~~v. Appeal Decision~~

~~If an appeal is permitted under Policy 3115F, that appeal must be submitted within 5 days from a Party's receipt of the determination.~~

~~At any point, the Coordinator, Investigator, Decisionmaker, or Appeals Officer may reasonably extend timelines on a case-by-case basis for good cause. If good cause exists, the Coordinator, Investigator, Decisionmaker, or Appeals Officer will notify each Party in writing within 5 days of the decision to extend the timelines. Such notice will include the reason and length of the extension. Good cause may include absence of a Party or witness; concurrent law enforcement activity; complexity of the underlying allegations; or the need for accommodations (e.g., language assistance or accommodation of disabilities).~~

2. Confidentiality

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

3. Evidence Considerations

The Decisionmaker will objectively evaluate all relevant evidence, ~~that is Relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence.~~ Credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness. ~~For Title IX Sex Discrimination Complaints, the Decisionmaker must attempt to independently~~

~~question and evaluate the credibility of Parties and witnesses if credibility is in dispute and Relevant.~~

4. Complaint Consolidation

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

5. Notice of Allegations

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

- a. The Grievance Procedure and any informal resolution process;
- b. Sufficient information available at the time to allow the Parties to respond to the allegations, including the identities of the Parties involved in the incident(s), the conduct alleged to constitute Unlawful Discrimination, and the date(s) and location(s) of the alleged incident(s); and
- c. Retaliation is prohibited; and
- d. ~~For Title IX Sex Discrimination Complaints, the Parties are entitled to an equal opportunity to access the Relevant and not otherwise impermissible evidence or an accurate description of the evidence. If the District provides a description of the evidence, the Parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon request.~~

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

6. Investigation

The District will ~~provide forensure an~~ provide adequate, reliable, and impartial Complaint ~~investigation of Complaints~~. The burden is on the District — not on the Parties — to conduct an investigation that gathers sufficient evidence to determine whether Unlawful Discrimination occurred.

The Parties will be provided an equal opportunity to present fact witnesses and other inculpatory and exculpatory relevant evidence that is relevant and not otherwise impermissible. ~~The Investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.~~

Throughout the investigation, the Investigator must determine, what, if any, facts remain in dispute. If dispositive facts are not reasonably in dispute (e.g.,

based on Party admissions, irrefutable evidence), further investigation is not required.

~~7. Title IX Sex Discrimination Specific Evidence Rules~~

~~a. Access to Evidence: For allegations of Title IX Sex Discrimination, the District will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of Title IX Sex Discrimination and not otherwise impermissible, in the following manner:~~

~~i. The Investigator will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the Investigator provides a description of the evidence, the Investigator will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;~~

~~ii. The Investigator will provide a reasonable opportunity to respond to the evidence or the accurate description of the evidence; and~~

~~iii. The District will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the Grievance Procedure. Disclosure of such information and evidence for purposes of administrative proceedings or litigation related to the Title IX Sex Discrimination Complaint is authorized.~~

~~b. Impermissible Evidence: The following types of evidence, and questions seeking that evidence, are impermissible regardless of whether they are relevant:~~

~~i. Evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege is owed has voluntarily waived the privilege or confidentiality;~~

~~ii. A Party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the Party or witness, unless the District obtains that Party's or witness's voluntary, written consent for use in the Grievance Procedure; and~~

~~iii. Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct or is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's~~

~~consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.~~

~~Impermissible evidence will not be accessed or considered, except by the District to determine whether one of the above exceptions applies. Impermissible evidence will not be disclosed or otherwise used in the investigation.~~

8.7. Determination

Following the investigation and evaluation of ~~all relevant and not otherwise impermissible~~the evidence, the Decisionmaker will:

- a. Use the preponderance of the evidence standard to determine whether Unlawful Discrimination occurred. ~~The Decisionmaker must evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the Decisionmaker is not persuaded by a preponderance of the evidence that Unlawful Discrimination occurred, whatever the quantity of the evidence, the Decisionmaker will not determine~~ that Unlawful Discrimination occurred.
- b. Notify the Parties in writing of the determination whether Unlawful Discrimination occurred, including the rationale for such determination and the procedures and permissible bases for the Complainant and Respondent to appeal, if applicable.
- ~~c. Not discipline a Respondent for Unlawful Discrimination unless there is a determination at the conclusion of the Grievance Procedure that the Respondent engaged in unlawful discrimination.~~
- d.c. Comply with this Grievance Procedure before imposing any disciplinary sanctions against a Respondent.

9.8. Remedies

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

- a. Coordinate the provision and implementation of remedies to a Complainant and other people the District identifies as having had equal access to the District's education program or activity limited or denied by Unlawful Discrimination;
- b. Coordinate the imposition of any Disciplinary Sanctions against a Respondent. ~~For a Title IX Sex Discrimination Complaint, notify the Complainant of any such Disciplinary Sanctions;~~ and
- c. Take other appropriate prompt and effective steps to ensure that Unlawful Discrimination does not continue or recur within the District's education program or activity.

10.9. False Statements

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

~~The District will not discipline a Party, witness, or others participating in a Title IX Sex Discrimination Complaint Grievance Procedure for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether sex discrimination occurred.~~

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

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3115F *Complaint Dismissal and Appeals*

A. Complaint Dismissal

The District may dismiss a Complaint if:

1. The District is unable to identify the Respondent after taking reasonable steps to do so;
2. The Respondent is not participating in the District's education program or activity and is not employed by the District;
3. The Complainant voluntarily withdraws any or all of the allegations in the Complaint, and the applicable Coordinator declines to initiate a Complaint, ~~and the District determines that, without the Complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute Unlawful Discrimination even if proven;~~ or
4. The District determines the conduct alleged in the Complaint, even if proven, would not constitute Unlawful Discrimination. ~~Before dismissing the Complaint and if necessary, the District will make reasonable efforts to clarify the allegations with the Complainant.~~

Upon dismissal, the District will promptly notify the Complainant of the basis for the dismissal. If the dismissal occurs after the Respondent has been notified of the allegations, the District will also notify the Respondent of the dismissal and the basis for the dismissal promptly following notification to the Complainant, or simultaneously if notification is in writing.

Upon dismissal, the District will take prompt and effective steps, as appropriate, through the applicable Coordinator, to ensure that Unlawful Discrimination does not continue or recur within the District's education program or activity. The District will offer Supportive Measures to the Complainant as appropriate. The District will also offer Supportive Measures to the Respondent as appropriate if the Respondent has been notified of the Complaint allegations.

The District will notify a Complainant alleging Title IX Sex Discrimination that a dismissal may be appealed and will provide the Complainant with an opportunity to appeal the dismissal of a Complaint. If the dismissal occurs after the Respondent has been notified of the allegations, then the District will also notify the Respondent that the dismissal may be appealed.

~~B. Complaint Dismissal Appeal—Title IX Sex Discrimination Only~~

~~1. Complaint dismissals may be appealed within 5 days of receipt on the following bases:~~

- ~~a. Procedural irregularity that would change the outcome;~~
- ~~b. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and~~
- ~~c. The Title IX Coordinator, Investigator, or Decisionmaker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome.~~

~~2. If the dismissal is appealed, the District will:~~

- ~~a. Notify the Parties of any appeal, including notice of the allegations, if notice was not previously provided to the Respondent;~~
- ~~b. Implement appeal procedures equally for the Parties;~~
- ~~c. Ensure that the Appeals Officer did not take part in an investigation of the allegations or dismissal of the Complaint;~~
- ~~d. Ensure that the Appeals Officer has been trained consistent with the applicable federal regulations;~~
- ~~e. Provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and~~
- ~~f. Notify the Parties of the result of the appeal and the rationale for the result.~~

~~The Appeals Officer will affirm the dismissal if it met any of the above-listed standards for dismissal, unless the Appeals Officer determines that dismissal will result in unremedied Unlawful Discrimination.~~

~~C. Determination Appeal Procedure—Title IX Sex Discrimination Complaints Only~~

~~Any party may appeal the determination to the Title IX Coordinator, who will appoint an Appeals Officer to hear the appeal. The appeal must be filed within 5 days of receipt of the determination. The Appeals Officer will offer each Party the opportunity to submit a statement in support of the appeal or in support of the original determination. The Appeals Officer will issue a written decision on the appeal within 5 days of the deadline for the Parties to submit statements.~~

~~D. Determination Appeal Procedures —Other Complaints~~

~~Unless expressly stated in writing by the Decisionmaker, other determinations are not subject to appeal.~~

Legal authority: 34 CFR 106.1, et seq.

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~~3115G Additional Requirements to Prevent and Address Pregnancy Discrimination Intentionally Left Blank~~

~~A. Pregnancy or Related Conditions~~

~~The District will not adopt or implement any policy, practice, or procedure, or take any action, on the basis of sex: (1) concerning a student's current, potential, or past parental, family, or marital status that treats students differently on the basis of sex; (2) concerning the current, potential, or past parental, family, or marital status of an employee or applicant for employment that treats persons differently or that is based upon whether an employee or applicant for employment is the head of household or principal wage earner; (3) concerning pre-admission inquiries as to the marital status of an applicant for admission.~~

~~1. Comparable Treatment to Other Medical Conditions~~

~~The District treats pregnancy or related conditions as any other temporary medical condition for all job-related purposes and with respect to any medical or hospital benefit, service, plan, or policy the District administers, operates, offers, or participates in with respect to students.~~

~~2. Lactation Time and Space~~

~~The District will ensure access to and provide reasonable break time for an employee or student to express breast milk or breastfeed as needed.~~

~~The lactation space will be a space other than a bathroom that is clean, shielded from view, free from intrusion from others, and which may be used by an employee or student for expressing breast milk or breastfeeding as needed.~~

~~3. Student Pregnancy or Related Conditions Additional Requirements~~

~~a. Employee Obligations~~

~~Unless the employee reasonably believes that the Title IX Coordinator has already been notified, when a student, or a person who has a legal right to act on behalf of the student, informs any employee of the student's pregnancy or related condition, the employee will promptly provide that person with the Title IX Coordinator's contact information and inform that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity.~~

~~b. Title IX Coordinator Obligations~~

~~Upon receiving information that a student is pregnant or has a related condition, the Title IX Coordinator will take the steps below:~~

- ~~i. Inform the student and the person who notified the District of the pregnancy or related condition (if that person has the legal right to act on behalf of that student) of the District's obligations and the student's rights;~~
 - ~~ii. Provide a copy of the District's notice of non-discrimination to the student and the person who notified the District of the pregnancy or related condition (if that person has the legal right to act on behalf of that student);~~
 - ~~iii. Make reasonable modifications to the District's policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access to the District's programs and activities. Any reasonable modification must be based on the student's individualized needs and made by consulting with the student. The student has the right to accept or reject any reasonable modifications. Any accepted reasonable modifications will be implemented;~~
 - ~~iv. Allow the student to voluntarily access any separate and comparable portion of the District's education program or activity;~~
 - ~~v. Allow the student to voluntarily take a leave of absence from the District's program or activity to cover (at a minimum) the period of time deemed medically necessary by the student's licensed healthcare provider. Upon return, the student will be reinstated to the academic status and extracurricular status (as applicable) that the student held before leave began;~~
 - ~~vi. Provide access to a lactation space; and~~
 - ~~vii. Not require supporting documentation unless the documentation is necessary and reasonable for the District to determine the reasonable modifications to make or whether to take additional actions to support the student.~~
- ~~e. Certificate to Participate~~

~~The District will not require a student who is pregnant or has a related condition to provide certification from a healthcare provider or any other person that the student is physically able to participate in the District's class, program, or extracurricular activity unless: (i) the certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity; (ii) the District requires such certification of all students participating in the class, program, or extracurricular activity; and (iii) the information obtained is not used as a basis for discrimination.~~

Legal authority: 34 CFR 106.40

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3115H ~~Training Requirements, Recordkeeping, and Policy Notice~~

~~A. Title IX Training Requirements~~

~~The following individuals must receive training related to their duties under Title IX. Training may not rely on sex stereotypes.~~

~~1. All Employees~~

~~All District employees must be trained upon hiring and annually on:~~

- ~~a. The District's obligation to address sex discrimination;~~
- ~~b. The scope of conduct that constitutes sex discrimination under Title IX and its implementing regulations, including the definition of sex-based harassment;~~
- ~~c. The obligation to notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination;~~
- ~~d. The obligation to provide a possible Complainant with the Title IX Coordinator's contact information and information about how to make a complaint of sex discrimination; and~~
- ~~e. Notification requirements for pregnant students.~~

~~2. Key Role Training~~

~~a. All Key Roles: Any individual who serves in a Key Role under Title IX must be trained upon hire, when Key Role duties change, and annually thereafter on:~~

- ~~i. All training requirements applicable to all employees;~~
- ~~ii. The District's obligations in responding to allegations of sex discrimination;~~
- ~~iii. The District's Grievance Procedure;~~
- ~~iv. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and~~
- ~~v. The meaning and application of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance.~~

~~b. Informal Resolution Facilitator~~

~~Individuals who serve as an Informal Resolution Facilitator must be trained upon hire, when Key Role duties change, and annually thereafter on:~~

- ~~i. All training requirements applicable to all employees;~~
- ~~ii. All training requirements applicable to Key Roles;~~
- ~~iii. The rules and practices of the District's informal resolution process; and~~
- ~~iv. How to serve impartially, including by avoiding conflicts of interest and bias.~~

~~e. Title IX Coordinator~~

~~Individuals who are designated as a Title IX Coordinator must be trained upon hire, when Key Role duties change, and annually thereafter on:~~

- ~~i. All training requirements applicable to all employees;~~
- ~~ii. All training requirements applicable to Key Roles;~~
- ~~iii. All training requirements applicable to the Informal Resolution Coordinator;~~
- ~~iv. The Coordinator's obligation to coordinate the District's efforts to comply with its responsibilities under Title IX;~~
- ~~v. Supportive Measures;~~
- ~~vi. The District's recordkeeping system;~~
- ~~vii. Recordkeeping requirements; and~~
- ~~viii. Any other training necessary to coordinate the District's Title IX compliance.~~

~~B.A. Other Coordinator Training Requirements~~

~~All other Coordinators and individuals assigned to serve in a Key Role outside of Title IX investigations must be adequately trained.~~

~~C. Record Keeping~~

~~The District will maintain the following records for a minimum of seven years:~~

- ~~1. For each Title IX Sex Discrimination Complaint, records documenting the informal resolution process or the Grievance Procedure, and the resulting outcome;~~
- ~~2. For each notification to the Title IX Coordinator about conduct that reasonably may constitute sex discrimination, including notifications received from District~~

~~employees, records documenting the actions the District took to meet its obligations in responding to sex discrimination; and~~

~~3. All materials used to provide training under Title IX.~~

~~D.B.~~ Nondiscrimination Notice Requirement

The District will prominently post on its website and ~~otherwise provide~~ notice of nondiscrimination, clearly stating that it applies to students, parents, employees, and applicants for admission and employment, ~~and all unions and professional organizations with collective bargaining agreements with the District.~~ The notice of nondiscrimination will comply with all applicable laws.

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

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3118 ~~Nondiscrimination Covenant in Contracts with the District~~ Title IX Sexual Harassment

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

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) 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.

Definitions

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

A. "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct;
2. 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
3. "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).

a. "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, directed against another person without the consent of that person, including when that person is incapable of giving consent.

i. 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.

ii. 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.

iii. 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.

- iv. Fondling: The touching of the private body parts of another person for the purpose of sexual gratification 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.
 - v. Incest: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
 - vi. Statutory Rape: Nonforcible sexual intercourse with a person who is under the statutory age of consent.
 - b. “Dating violence” means violence committed by a person who is or has been in a romantic or intimate relationship with the Complainant. The existence of such a relationship is based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
 - c. “Domestic violence” means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, person with whom the Complainant shares a child, person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Michigan; or any other person against an adult or youth Complainant who is protected from that person’s acts under the domestic or family violence laws of Michigan.
 - d. “Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person’s safety or the safety of others; or (2) suffer substantial emotional distress.
- B. “Actual Knowledge” means notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only District employee with actual knowledge is the Respondent.
- C. “Appeals Officer” is the person designated by the District to decide appeals of a dismissal or determination of responsibility for matters investigated under this Policy. The Appeals Officer may not be the same person as the Investigator, Title IX Coordinator, Decision-Maker, or person designated to facilitate an informal resolution process on a specific matter.
- D. “Complainant” is a person who is alleged to be the victim of conduct that could constitute Title IX sexual harassment.

- E. "Consent" means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or relationships between District employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.
- F. "Day," unless otherwise indicated, means a day that the District's central office is open for business.
- G. "Decision-Maker" is the person designated by the District to review the investigation report and provide a written determination of responsibility that provides the evidentiary basis for the Decision-Maker's conclusions. The Decision-Maker may not be the same person as the Investigator, Title IX Coordinator, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter.
- H. "Education Program or Activity" means any location, event, or circumstance over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred.
- I. "Formal Complaint" means a written document or electronic submission signed and filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the sexual harassment allegation.
- J. "Grievance Process" is the process by which the District investigates and determines responsibility for Formal Complaints.
- K. "Investigator" is the person designated by the District to investigate a Title IX Formal Complaint. The Investigator cannot be the same person as the Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator has a conflict of interest or bias.
- L. "Report" means an account of alleged Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).
- M. "Respondent" is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.
- N. "Supportive Measures" are non-disciplinary, non-punitive, individualized supports offered and implemented by the Title IX Coordinator as appropriate, as reasonably available, and at no-cost to the Complainant and the Respondent before or after the filing of a Formal Complaint or when no Formal

Complaint has been filed. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

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

Posting Requirement

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

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

Designation of Title IX Coordinator

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

Reporting Title IX Sexual Harassment:

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

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

Any other person who witnesses an act of sexual harassment is encouraged to report it to a District employee and may do so anonymously. No person will be

retaliated against based on any report of suspected sexual harassment or retaliation.

General Response to Sexual Harassment

A. District's Obligation to Respond without Deliberate Indifference

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

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

B. Response to Report of Title IX Sexual Harassment

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

C. Formal Complaint Filed

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

D. Equitable Treatment

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

E. Documentation and Recordkeeping

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

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

F. Supportive Measures

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

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

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

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

Supportive measures may include, but are not limited to:

1. District-provided counseling;
2. Course-related adjustments, such as deadline extensions;
3. Modifications to class or work schedules;
4. Provision of an escort to ensure that the Complainant and Respondent can safely attend classes and school activities; and
5. No-contact orders.

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

G. Respondent Removal

1. Emergency Removal (Student)

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

2. Administrative Leave (Employee)

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

H. Law Enforcement

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

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

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

Grievance Process

A. Generally

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

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

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

Throughout the Grievance Process, there is a presumption that the Respondent is not responsible for the alleged conduct unless, in the

determination of responsibility, the Decision-Maker finds the Respondent responsible for the alleged conduct.

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

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

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

B. Notice of Allegations

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

1. A copy of this Policy, which includes the District's Grievance Process, and any informal resolution process;
2. The sexual harassment allegations, including sufficient details known at the time and with sufficient time so that parties may prepare a response before the initial interview. Sufficient details include parties involved in the incident, if known; the alleged conduct constituting sexual harassment; and the date and time of the alleged incident;
3. A statement that the Respondent is presumed not responsible for the alleged conduct;
4. A statement that a determination of responsibility is made at the Grievance Process's conclusion;
5. A statement that the parties may have an advisor of their choice, who may be an attorney, although any attorney or advisor who is not a District employee will be at the party's own cost;
6. A statement that the parties will be provided an opportunity to inspect and review any evidence before the investigation report is finalized; and

If the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during an investigation or

the disciplinary process, a citation to that portion of the Code of Conduct. If, during the course of an investigation, the Investigator decides to investigate allegations that are not included in the initial notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

C. Informal Resolution

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

Informal resolution does not require a full investigation and may encompass a broad range of conflict resolution strategies, including, but not limited to, arbitration, mediation, or restorative justice. The Title IX Coordinator will determine the informal resolution process that will be used, including the person who will facilitate that process.

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

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

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

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

D. Investigation

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

1. Investigation Process

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

The District may not access, consider, disclose, or otherwise use a party's medical records, including mental health records, which are made and maintained by a healthcare provider in connection with the party's treatment unless the District obtains that party's voluntary, written consent to do so for the Grievance Process.

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

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

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

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

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

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

party's response must be considered by the Investigator before completing the final investigation report.

2. Investigation Report

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

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

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

E. Determination of Responsibility

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

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

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

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

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

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

1. Identification of the sexual harassment allegations;

2. Description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
 - a. Notification to the parties;
 - b. Party and witness interviews;
 - c. Site visits;
 - d. Methods used to collect evidence; and
 - e. Hearings held.
3. Factual findings that support the determination;
4. Conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
 - a. A determination of responsibility;
 - b. Any disciplinary action taken against the Respondent (consistent with Policies 4309, 4407, 4506, 4606, or 5206, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and
 - c. Whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.
6. Appeal rights.

F. Appeals

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

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

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

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

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

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

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

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

Dismissal

A. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

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

B. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

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

between alleged misconduct and Formal Complaint filing, Complainant refuses or ceases to cooperate with Grievance Process).

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

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

Consolidation of Complaints

The Title IX Coordinator or Investigator may consolidate Formal Complaints where the allegations arise out of the same facts or circumstances. Where a Grievance Process involves more than one Complainant or more than one Respondent, references in this Policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

Remedies and Disciplinary Sanctions

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

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

- A. Providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;
- B. Offering the parties school-based counseling services, as necessary;
- C. Providing the parties with academic support services, such as tutoring, as necessary;
- D. Rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;
- E. Moving the Complainant's or the Respondent's locker or work space;
- F. Issuing a "no contact" directive between the Complainant and Respondent;
- G. Providing counseling memoranda with directives or recommendations.

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

The District will impose disciplinary sanctions consistent with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining

agreements, or individual employee contracts. Discipline may range from warning or reprimand to termination of employment, or student suspension or expulsion.

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

- A. Assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;
- B. Additional staff training;
- C. A climate survey; or
- D. Letters to students, staff, and parents/guardians reminding persons of their obligations under this Policy and applicable handbooks.

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

False Statements

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

Confidentiality

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

Retaliation

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

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

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

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

Training

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

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

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

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

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

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

Record Keeping

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

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

Office for Civil Rights

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

U.S. Department of Education Office for Civil Rights
1350 Euclid Avenue, Suite 325
Cleveland, Ohio 44115
Phone: (216) 522-4970
E-mail: OCR.Cleveland@ed.gov

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

Legal authority: MCL 37.1101 et seq., 37.2101 et seq., 37.2209 Education Amendments Act of 1972, 20 USC §§1681 - 1688; 34 CFR Part 106

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4101 Non-Discrimination

A. Equal Employment Opportunity

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

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

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

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

- Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination against qualified persons with disabilities in employment, public service, public accommodations, and telecommunications;
- Pregnancy Discrimination Act of 1978, which prohibits discrimination based on pregnancy, childbirth, or related medical conditions;
- Pregnant Workers Fairness Act (PWFA), which requires covered employers to provide reasonable accommodations to a worker's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause an undue hardship.
- Genetic Information Non-Discrimination Act of 2008 (GINA), which prohibits discrimination based on genetic information as to health insurance and employment;
- Michigan Elliott-Larsen Civil Rights Act of 1976 (ELCRA), which prohibits discrimination based on race, color, national origin, age, sex, pregnancy, sexual orientation, gender identity or expression, religion, height, weight, or marital status;
- Michigan Persons with Disabilities Civil Rights Act of 1976 (MPDCRA), which prohibits discrimination against qualified persons based on disability that is unrelated to that person's ability to perform the duties of a particular position or genetic information; and
- Michigan Equal Pay Act, which prohibits discriminatory wage practices based on sex.

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

- Family and Medical Leave Act of 1993 (FMLA), which requires covered employers to provide up to 12 work weeks of unpaid, job-protected leave to eligible employees for certain family, military, and medical reasons, and up to 26 work weeks to care for a covered service member with a serious injury or illness;
- Michigan Paid Medical Leave Act of 2018 (PMLA), which provides eligible employees paid medical leave for certain reasons;
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which provides job protection and reemployment rights to individuals who voluntarily or involuntarily leave employment to undertake military service, including military reservists and National Guard members called to duty;

- Public Employment Relations Act of 1947 (PERA), which prohibits a public employer from discriminating against an employee based on membership or non-membership in a labor organization.
- Fair Labor Standards Act of 1938 (FLSA), which establishes minimum wage, overtime pay, record keeping, and youth employment standards affecting employees; and
- Michigan Whistleblower Protection Act of 1980, which protects employees who report a violation or suspected violation of state, local, or federal law and employees who participate in hearings, investigations, or court actions.

B. Reporting Requirements

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

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

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

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

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

C. Employment Discrimination Compliance Training

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

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

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

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

December 29, 2022); MCL 37.1101 et seq., 37.2101 et seq.; MCL 423.201 et seq.; MCL 750.556; 34 CFR 106.1 et seq.

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4102 Anti-Harassment

A. Policy Statement

Employees will have the opportunity to work in an atmosphere free from unlawful harassment as defined by state, federal, and local laws.

The District will promptly and thoroughly investigate complaints alleging unlawful harassment and take appropriate action, including discipline, against any person found to have engaged in unlawful harassment.

- B. The District's procedures for investigating unlawful harassment are contained in Policy 3115-3115H. The District's procedures for investigating Title IX sexual harassment are contained in Policy 3118.

C. Reporting Requirements

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

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

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

Legal authority: 20 USC 1681 et seq.; 29 USC 621 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1 et seq.; MCL 37.1101 et seq., 37.2101 et seq.; MCL 380.1300a

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4104 Employment Complaint Procedure for Allegations Implicating Civil Rights

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

A. Initiating a Complaint

1. A Board member, employee, or employment applicant who believes he/she has been the subject of Unlawful Discrimination, including unlawful harassment or Retaliation, must timely file a complaint, preferably within 10 business days of the alleged or suspected violation or when the reporter obtained knowledge of the alleged or suspected violation, with the Employment Compliance Officer or applicable coordinator listed in Policy 3115B.
2. A complaint of Unlawful Discrimination, including harassment or Retaliation, may be made verbally or in writing. The complaint will be memorialized on Form 3115-F-1.
- 2.3. A complaint alleging Title IX sexual harassment must be in writing. Policy 3118 governs the Title IX sexual harassment complaint procedures.

B. Investigation Procedures

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

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

C. Reports to State or Federal Administrative Agencies

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

Michigan Department of Civil Rights Capitol Tower Building
110 W. Michigan Avenue, Suite 800

Lansing, MI 48933
Phone: 517-335-3165
Fax: 517-241-0546
TTY: 517-241-1965
Email: MDCR-INFO@michigan.gov

Equal Employment Opportunity Commission Patrick V. McNamara Building
477 Michigan Avenue - Room 865
Detroit, MI 48226
Phone: 800-669-4000
Fax: 313-226-4610
TTY: 800-669-6820
Email: info@eEOC.gov

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

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

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Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105A Pregnancy Workplace Accommodations for Employees and Applicants

The District complies with state and federal law prohibiting pregnancy discrimination. The District will provide reasonable accommodations to known limitations related to pregnancy, childbirth, or related medical conditions of a qualified employee absent an undue hardship. The District treats pregnancy or related conditions as any other temporary medical condition for all job-related purposes. For purposes of this policy, the term “employee” includes an applicant for employment where relevant.

For an employee who requires a reasonable accommodation due to a known limitation related to pregnancy, childbirth, or related medical conditions, the employee or the employee’s representative must make a proper District official (as identified in Pregnant Workers Fairness Act (“PWFA”) regulations) aware of the limitation.

Upon receipt of an accommodation request, the District will begin the interactive process with the employee to consider whether the employee is qualified under the PWFA and, if so, reasonable accommodation options consistent with the PWFA that do not cause undue hardship using the interactive process form, 4105A-F.

Determining whether an employee is qualified may be a two-step inquiry. First, the District will determine whether the employee can perform the essential job functions of the employee’s position with or without a reasonable accommodation. If so, the employee is qualified. If not, then the District will consider the employee to be qualified if: (1) any inability to perform an essential job function(s) is for a temporary period, (2) the essential function(s) could be performed in the near future, and (3) the inability to perform the essential function(s) can be reasonably accommodated without an undue hardship.

Reasonable accommodation requests will not be granted if they cause an undue hardship, as defined by law. The District may require medical documentation supporting the requested accommodation where allowed by law because the information is necessary for assessing the accommodation request. Medical information will be kept confidential.

After considering any relevant medical information, essential job functions, and the employee’s requested accommodations, the District will, as appropriate, implement reasonable accommodations for a qualified employee that do not cause an undue hardship. The District is not obligated to adopt the employee’s specific accommodation request. The District may engage or re-engage in the interactive process, as necessary.

A reasonable accommodation may include a voluntary leave of absence. If an employee has insufficient leave or insufficient accrued employment time to qualify for leave, or if the District does not maintain a leave policy applicable to the employee, the District will treat any pregnancy or related conditions as a justification for a voluntary leave of absence without pay for a reasonable period of time, at the conclusion of which the employee will be reinstated to the status held when the leave began or to a comparable position without

decrease in rate of compensation or loss of promotional opportunities, or any other right or privilege of employment.

An employee who believes he/she has been discriminated against under this Policy must promptly file a complaint using the Employment Complaint Procedure in Policy 4104. ~~For additional information about preventing and addressing pregnancy discrimination, see Policy 3115G.~~

Legal authority: 42 USC 2000gg et seq.; 29 CFR 1636.1 et seq.; 34 CFR 106.57

Date adopted: 08/19/2024

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113 Michigan Earned Sick Time Act (ESTA)

A. General

This Policy will only apply if ESTA is in effect.

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

If a collective bargaining agreement is in effect on February 21, 2025, the ESTA does not apply to employees subject to that collective bargaining agreement until the collective bargaining agreement's expiration date. The ESTA does not preempt or override the terms of a collective bargaining agreement in effect on February 21, 2025.

B. Definitions

1. Benefit year: the 12-month period from July 1 to June 30.
2. Family member:
 - a. biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the eligible employee stands *in loco parentis*;
 - b. biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an eligible employee's spouse (under the laws of any state) or domestic partner or a person who stood *in loco parentis* when the eligible employee was a minor child;
 - c. grandparent, grandchild, and biological, foster, or adopted sibling; or
 - d. any other individual related by blood or affinity whose close association with the eligible employee is the equivalent of a family relationship.
3. All other ESTA-defined terms apply to this Policy.

C. Eligibility

A newly hired employee may not use accrued earned sick time until 90 calendar days after the employee's start date, unless otherwise provided in a collective bargaining agreement, individual employment contract, employee handbook, or ESTA. If a collective bargaining agreement is in effect on February 21, 2025,

bargaining unit members are not eligible employees until the collective bargaining agreement's expiration date.

D. Accrual of ESTA Leave

Unless subject to a grandfathered collective bargaining agreement, an employee begins accruing earned sick time on February 21, 2025 or the employee's start date, whichever is later.

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

Accrued leave will carry over from benefit year to benefit year. The District may frontload earned sick time in increments that comply with the ESTA.

If ESTA is in effect, leave for any ESTA qualifying circumstances up to a maximum of 72 hours per benefit year will run concurrently with other paid leave benefits as allowed by ESTA. When an eligible employee uses other paid leave benefits for an ESTA qualifying circumstance, the employee's paid time is first deducted from the earned sick time accrued under ESTA. Additional absences, above and beyond earned sick time under ESTA, are governed by an applicable collective bargaining agreement, individual employment contract, or Board Policy.

As used in this subsection, "other paid leave" benefits includes but is not limited to paid vacation days, personal days, sick days, and other paid time off. Earned sick time can be used for the purposes, and subject to the conditions, described below.

E. Qualifying Circumstances

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

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

proceedings related to or resulting from the domestic violence or sexual assault;

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

F. Use of ESTA Leave

When requesting use of earned sick time, if the eligible employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin. If the eligible employee's need to use leave is not foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time as soon as practicable. For leave of more than 3 consecutive days, upon District request the eligible employee must provide the District in a timely manner with documentation that earned sick time was used for an ESTA purpose. The District will be responsible for paying the eligible employee's expenses in obtaining the requested documentation.

In cases of domestic violence or sexual assault, sufficient 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 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 minute increments;
- an employee using earned sick time will not receive overtime pay, holiday pay, or bonuses for the earned sick time;
- upon discharge or other separation from employment, an employee automatically loses accrued earned sick time unless the employee is rehired by the District within 6 months of the separation; and
- accrued earned sick time that is not used before an employee's discharge or any other separation from employment will have no monetary value, subject to the ESTA requirement to reinstate previously accrued and unused earned sick time if the employee is rehired by the District within 6 months of the separation.

G. Notice and Recordkeeping

The District will:

- provide an ESTA notice created by the Michigan Department of Labor and Economic Opportunity to each eligible employee at hire or by February 21, 2025, whichever is later (see 4113-F);
- display in a conspicuous location in each of its buildings the ESTA poster created by the Michigan Department of Labor and Economic Opportunity; and
- retain for not less than 3 years records documenting hours worked and earned sick time taken by employees.

Legal authority: MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 2024 Mich LEXIS 1454 (July 31, 2024)

Date adopted:

Date revised:

Series 4000: District Employment

4300 Non-Exempt Staff

~~4305 Michigan Paid Medical Leave Act (MPMLA) Intentionally Left Blank~~

~~A. General~~

~~Eligible Non-Exempt Staff may accrue and use paid leave as provided by the MPMLA. Applicable provisions of a collective bargaining agreement, individual employment contract, or handbook, which exceed the rights provided to Non-Exempt Staff under the MPMLA, remain in place.~~

~~This Policy does not apply to employees exempt from the overtime requirements of the Fair Labor Standards Act (e.g., employees meeting the FLSA's definition for the professional, administrative, or executive exemptions).~~

~~B. Definitions~~

~~1. Benefit year: the 12-month period from July 1 to June 30.~~

~~2. Family member:~~

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

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

~~c. grandparent, grandchild, and biological, foster, or adopted sibling.~~

~~3. All other MPMLA-defined terms apply to this Policy.~~

~~C. Eligibility~~

~~A newly hired Non-Exempt Staff member may not use accrued MPMLA leave until 90 calendar days after the staff member's start date, unless otherwise provided in a collective bargaining agreement, individual employment contract, or employee handbook.~~

~~A staff member is not eligible under the MPMLA if the member:~~

~~1. is "exempt" from the FLSA's overtime compensation requirements;~~

~~2. is employed by the District for fewer than 25 weeks in a calendar year for a job scheduled for 25 weeks or fewer;~~

~~3. worked, on average, fewer than 25 hours per week during the immediately preceding calendar year;~~

- ~~4. is subject to Improved Workforce Opportunity Wage Act Section 4b (i.e., an employee who is under age 20 and working as a trainee or is less than age 18);~~
- ~~5. is a variable hour employee as defined in 26 CFR 54.4980H-1;~~
- ~~6. is employed by a "temporary help firm" as described in Michigan Employment Security Act Section 29(1)(l); or~~
- ~~7. meets any other exclusion in MPMLA Section 2(e).~~

~~D. Accrual of MPMLA Leave~~

~~An eligible Non-Exempt Staff member will receive at least 40 hours of paid medical leave at the beginning of a benefit year or a pro-rated amount based on the Non-Exempt Staff member's start date. This paid medical leave consists of all paid leave time (e.g., vacation days, personal days, sick days, and other paid time off) that can be used for the purposes described below. Paid medical leave will not carry over from one benefit year to the next unless authorized in the relevant collective bargaining agreement, individual employment contract, or handbook.~~

~~E. Qualifying Circumstances~~

~~An eligible Non-Exempt Staff member may use accrued MPMLA leave for the staff member or the staff member's family member(s) for the following reasons:~~

- ~~1. mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or preventative medical care;~~
- ~~2. for a victim of domestic violence or sexual assault, any related medical care or counseling for physical or psychological injury or disability, victim services or legal services, judicial proceedings, or relocation related to or resulting from the domestic violence or sexual assault; or~~
- ~~3. for closure of an eligible Non-Exempt Staff member's primary workplace by order of a public official due to a public health emergency; for a Non-Exempt Staff member's need to care for a child whose school or place of care has been closed by order of a public official; or due to a determination by health authorities that the presence of an eligible Non-Exempt Staff member or family member in the community would jeopardize the health of others due to exposure to a communicable disease whether or not the eligible Non-Exempt Staff member or family member has actually contracted the communicable disease.~~

~~F. Use of MPMLA Leave~~

~~When requesting MPMLA leave, an eligible Non-Exempt Staff member must comply with the notice, procedure, and documentation requirements in an applicable collective bargaining agreement, individual employment contract, handbook, or as customarily required by the District. Upon District request, the Non-Exempt Staff~~

member has 3 days to provide sufficient documentation substantiating eligibility for MPMLA leave.

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

- a police report indicating that the eligible Non-Exempt Staff member or family member was a victim of domestic violence or sexual assault;
- a signed statement from a victim and witness advocate affirming that the eligible Non-Exempt Staff member or family member is receiving services from a victim services organization; or
- a court document indicating that the eligible Non-Exempt Staff member or a 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 a Non-Exempt Staff member about MPMLA leave remains confidential and will not be disclosed, except to the staff member, with the staff member's written permission, or as and to the extent required by law.

Failure to comply with notice procedures for document requests to support the MPMLA leave may result in discipline, including discharge, or ineligibility for MPMLA leave.

Unless otherwise provided in an eligible Non-Exempt Staff member's collective bargaining agreement, individual employment contract, or handbook:

- MPMLA leave must be used in hour increments;
- a Non-Exempt Staff member using MPMLA leave will not receive overtime pay, holiday pay, or bonuses for MPMLA leave time;
- upon discharge or other separation from employment, an eligible Non-Exempt Staff member automatically loses accrued MPMLA leave; and
- accrued MPMLA leave that is not used before a Non-Exempt Staff member's discharge or any other separation from employment will have no monetary value.

G. Notice and Recordkeeping

The District will provide notice of the MPMLA by displaying in a conspicuous location in each of its buildings the MPMLA poster created by the Michigan Department of Licensing and Regulatory Affairs.

The District will retain records of each Non-Exempt Staff member's accrual and use of MPMLA leave for not less than 1 year.

Legal authority: MCL 408.934b, 408.961 et seq.

Date adopted: 3/16/2020

| A. Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5202 Unlawful Discrimination, Harassment, and Retaliation Against Students

The District prohibits unlawful discrimination. "Unlawful Discrimination" includes unlawful harassment and retaliation, unless specifically stated otherwise. The District will investigate all allegations of Unlawful Discrimination and will take appropriate action, including discipline, against any person who, following an investigation, is determined to have engaged in Unlawful Discrimination.

Complaints alleging Unlawful Discrimination, harassment, and Retaliation against a student will be investigated using the process outlined in Policies 3115-3115H.

Complaints alleging Title IX sexual harassment will be investigated using the Grievance Process outlined in Policy 3118.

The identities of the District's Title IX Coordinator, Section 504 Coordinator, and Civil Rights Coordinator are listed in Policy 3115B.

A. Student Handbooks

The Superintendent or designee will include in student handbooks a statement explaining the District's policy against Unlawful Discrimination, including unlawful harassment and Retaliation. This statement must include an explanation of types of Unlawful Discrimination, examples of harassment, reporting requirements, and consequences as described in this Policy.

B. Reporting Requirements

District personnel must immediately report incidents of alleged Unlawful Discrimination, including incidents that District personnel witness or about which they receive reports or information, regardless of whether the incidents are verbal, visual, or physical, and whether the incidents also constitute harassment, bullying, or hazing.

District personnel who witness an act of Unlawful Discrimination must intervene immediately, unless circumstances would make intervention dangerous. A person who is unable to intervene should promptly attempt to find another person who is able to intervene, contact a building administrator, or contact law enforcement, as the situation requires.

Any student who witnesses an act of Unlawful Discrimination is encouraged to report it to District personnel. No student will be retaliated against based on any report of suspected Unlawful Discrimination. A student may also anonymously report an incident of Unlawful Discrimination. The District will investigate anonymous reports to the extent possible pursuant to Policies 3115-3115H or

Policy 3118, as applicable. Minor students do not need Parent permission to file a complaint or participate in the Grievance Procedure described in Policies 3115-3115H and 3118.

C. Office for Civil Rights

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

U.S. Department of Education
Office for Civil Rights
1350 Euclid Avenue, Suite 325
Cleveland, Ohio 44115
Phone: (216) 522-4970
E-mail: OCR.Cleveland@ed.gov

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

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

Date adopted: 3/16/2020

Date revised: 9/21/2020, 9/20/2021, 06/10/2024; 08/19/2024

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5206 Student Discipline

A. Student Discipline – Generally

The Board is committed to providing students and staff with a safe learning environment free from substantial disruption. Consistent with this commitment, the District may discipline students who engage in misconduct, up to and including suspension or expulsion from school.

The District will take steps to effectively discipline students in a manner that minimizes out-of-school suspensions and expulsions. The District will comply with applicable laws related to student discipline, including the consideration of specific factors and possible use of restorative practices.

B. Applicability

This Policy applies to student conduct that occurs:

1. on District property;
2. at a school-sponsored or school-related event;
3. on a school bus or vehicle;
4. while traveling to or from school, including at a bus stop;
5. while using district-owned assets and resources; and
6. at any other time or place if the conduct has a nexus to the school, substantially disrupts the school environment, or as permitted by law.

C. Student Code of Conduct

The Superintendent or designee will develop, regularly update, and annually publish a student code of conduct in all student handbooks. The student code of conduct must:

1. identify offenses that may result in discipline;
2. identify possible disciplinary consequences for each offense, which may, if appropriate, include suspension or expulsion;
3. be consistent with applicable state and federal laws and Board Policies; and
4. include a copy of Policy 5206E entitled "Suspension from Class, Subject, or Activity by Teacher."

D. Definitions

For purposes of this Policy:

1. “suspend” or “suspension” means a disciplinary removal from school for less than 60 school days;
2. “expel” or “expulsion” means a disciplinary removal from school for 60 or more school days;
3. “restorative practices” means practices that emphasize repairing the harm to the victim and the school community caused by a student’s misconduct; and
4. “Mandatory 7 Factors” means the following:
 - a. the student’s age;
 - b. the student’s disciplinary history;
 - c. whether the student has a disability;
 - d. the seriousness of the behavior;
 - e. whether the behavior posed a safety risk;
 - f. whether restorative practices are a better option; and
 - g. whether lesser interventions would address the behavior.

E. Restorative Practices

Before suspending or expelling a student (except a student who possesses a firearm in a weapon-free school zone), teachers, administrators, and the Board must first determine whether restorative practices would better address the student’s misconduct, recognizing the Board’s objective of minimizing out-of-school suspensions and expulsions. Likewise, teachers, administrators, and the Board must consider whether restorative practices should be used in addition to the suspension or expulsion. Restorative practices, which may include a victim-offender conference, should be the first consideration to remediate offenses such as interpersonal conflicts, bullying, verbal and physical conflicts, theft, damage to property, class disruption, harassment, and cyberbullying.

All victim-offender conferences must be conducted consistent with state and federal law and Policies. No student who claims to be the victim of unlawful harassment may be compelled to meet with the alleged perpetrator of the harassment as part of a restorative practice.

F. Discretionary Suspension or Expulsion

Under Michigan law, a suspension of 10 or fewer school days is presumed to be reasonable. A suspension of more than 10 school days or an expulsion is, in most circumstances, presumed not to be justified. Before imposing a suspension or an expulsion, administrators or the Board must consider the Mandatory 7 Factors.

1. Building Administrators – 10 or fewer days

The Board delegates to all building administrators the authority to suspend a student for up to 10 school days consistent with the student code of conduct.

A building administrator may also suspend a student for up to 10 school days pending further investigation and possible further disciplinary consequences, including a longer-term suspension or expulsion.

Before exercising this authority, the building administrator must consider the Mandatory 7 Factors.

Additionally, before suspending a student for any length of time, the building administrator must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

2. Assistant Superintendent of Human Resources – Less than 60 school days

The Board delegates to the Assistant Superintendent of Human Resources the authority to suspend a student for less than 60 school days consistent with the student code of conduct. Before exercising this authority, the Assistant Superintendent of Human Resources must consider the Mandatory 7 Factors.

Any time the Assistant Superintendent of Human Resources finds that a suspension of more than 10 school days is warranted, the Assistant Superintendent of Human Resources must base the rationale on the Mandatory 7 Factors and explain the rationale in writing.

Additionally, before suspending a student for any length of time, the Assistant Superintendent of Human Resources must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

3. Superintendent – 60 or more school days or Expulsion

The Superintendent may suspend or expel a student for an offense consistent with the student code of conduct.

Before exercising this authority, the Superintendent must consider the Mandatory 7 Factors.

Any time the Superintendent finds that a suspension of more than 10 school days or expulsion is warranted, the Superintendent must base the rationale on the Mandatory 7 Factors and explain the rationale in writing.

Before exercising this authority, the Superintendent must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

G. Criminal Sexual Conduct – Discretionary Suspension or Expulsion

If a student commits criminal sexual conduct, as defined in Revised School Code Section 1311, against another student enrolled in the District and expulsion is not mandatory under Policy 5206 H.3, the District may suspend or expel the student even if the student has not been criminally charged, subject to consideration of the Mandatory 7 Factors.

Before exercising this authority, the District must provide the student due process as described in Policy 5206A. If the student is a student with a disability, the student's discipline is also subject to Policy 5206B.

H. Mandatory Suspension or Expulsion

Building principals and other administrators must refer all incidents that may result in a mandatory suspension or expulsion to the Assistant Superintendent of Human Resources for transmission to the Superintendent. As explained below, the Superintendent recognizes that in some circumstances it may choose not to suspend or expel a student. Nothing in this section may be construed as limiting the Superintendent's discretion to suspend or expel a student for any offense that the student code of conduct identifies as possibly resulting in suspension or expulsion.

1. Possession of a Dangerous Weapon

a. Possession of a Firearm

If a student possesses a firearm in a weapon-free school zone, the Superintendent will permanently expel the student unless the student demonstrates, in a clear and convincing manner, at least one of the following:

- the student was not possessing the firearm to use as a weapon or to deliver, either directly or indirectly, to another person to use as a weapon;
- the student did not knowingly possess the firearm;
- the student did not know or have reason to know that the firearm constituted a "dangerous weapon"; or
- the student possessed the firearm at the suggestion, request, or direction of, or with the express permission of, school or police authorities.

If a student demonstrates one of the above circumstances in a clear and convincing manner and the student has not been previously suspended or expelled from school, the Superintendent will not expel the student unless the Superintendent finds that, based on the circumstances, expulsion is warranted.

b. Possession of a Dangerous Weapon (Other than a Firearm)

If a student possesses a dangerous weapon (other than a firearm) in a weapon-free school zone, the Superintendent will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent is not required to expel a student for possession of a dangerous weapon (other than a firearm) if the student demonstrates, in a clear and convincing manner, at least one of the following:

- the student was not possessing the instrument or object to use as a weapon or to deliver, either directly or indirectly, to another person to use as a weapon;
- the student did not knowingly possess the weapon;
- the student did not know or have reason to know that the instrument or object constituted a “dangerous weapon”; or
- the student possessed the weapon at the suggestion, request, or direction of, or with the express permission of, school or police authorities.

If a student demonstrates one of the above circumstances in a clear and convincing manner and the student has not been previously suspended or expelled from school, the Superintendent will not expel the student unless the Superintendent finds that, based on the circumstances, expulsion is warranted.

c. Applicable Definitions for Dangerous Weapon Offense

“Weapon-free school zone” means school property and a vehicle used by a school to transport students to or from school property.

“School property” means a building, playing field, or property used for school purposes to impart instruction to children or used for functions and events sponsored by a school, except a building used primarily for adult education or college extension courses.

“Dangerous weapon” means a firearm, dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles.

“Firearm” means (i) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (ii) the frame or receiver of any such weapon; (iii) any firearm muffler or firearm silencer; or (iv) any destructive device. “Firearm” does not include an antique firearm, as defined by 18 USC § 921.

“Destructive device” means (i) any explosive, incendiary, or poison gas (including a bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or similar device); (ii) any type of weapon (other

than a shotgun or a shotgun shell that the Attorney General finds is generally recognized as particularly suitable for sporting purposes) by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter; and (iii) any combination of parts either designed or intended for use in converting any device into a destructive device and from which a destructive device may be readily assembled.

d. Additional Procedures for Dangerous Weapon Expulsion

The Superintendent or designee must ensure that if a student is expelled for possession of a dangerous weapon, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for possession of a dangerous weapon to the county department of social services or the county community mental health agency and notify the student's Parent (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion. The Superintendent or designee must also make a referral to local law enforcement and contact the student's Parent immediately any time a student is found to have brought a dangerous weapon to school or possessed a dangerous weapon at school, at a school related activity, or in a school vehicle. If a District official confiscates a dangerous weapon, the District official will give the dangerous weapon to law enforcement and will not release the dangerous weapon to any other person, including the legal owner.

Unless reinstated pursuant to Revised School Code Section 1311(6), a student expelled by another district or public school academy for possession of a dangerous weapon may not enroll in the District.

2. Arson

If a student commits arson as defined in Revised School Code Section 1311, in a school building or on school grounds, the Superintendent will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent or designee must ensure that if a student is expelled for committing arson, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for committing arson to the county department of social services or the county community mental health agency and notify the student's Parent (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion.

Unless reinstated pursuant to Revised School Code Section 1311(6), a student expelled by another district or public school academy for committing arson may not enroll in the District.

3. Criminal Sexual Conduct

If a student commits criminal sexual conduct as defined in Revised School Code Section 1311, in a school building or on school grounds, or pleads to, is convicted of, or is adjudicated for criminal sexual conduct against another student enrolled in the District, the Superintendent will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent or designee must ensure that if a student is expelled for committing criminal sexual conduct, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for committing criminal sexual conduct to the county department of social services or the county community mental health agency and notify the student's Parent (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion.

Unless reinstated pursuant to Revised School Code Section 1311(6), a student expelled by another district or public school academy for committing criminal sexual conduct may not enroll in the District.

4. Physical Assault

a. Physical Assault Against Employee, Volunteer, or Contractor

If a student in grade 6 or above commits a physical assault at school against an employee, volunteer, or contractor and the victim reports the physical assault to the Board or to a school administrator or, if the victim is unable to report the assault, another person makes the report on the victim's behalf, the Superintendent will consider whether to permanently expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

The Superintendent or designee must ensure that if a student is expelled for physically assaulting an employee, volunteer, or contractor, the student's permanent record reflects the expulsion. The Superintendent or designee must refer a student who is expelled for physically assaulting an employee, volunteer, or contractor to the county department of social services or the county community mental health agency and notify the student's Parent (or the student, if the student is at least age 18 or is an emancipated minor) of the referral within 3 calendar days of the expulsion.

Unless reinstated pursuant to Revised School Code Section 1311a(5), a student expelled by another district or public school academy for physically assaulting an employee, volunteer, or contractor may not enroll in the District.

b. Physical Assault Against Another Student

If a student in grade 6 or above commits a physical assault at school against another student and the physical assault is reported to the Board or to an administrator, the Superintendent will consider whether to suspend or expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

A resident student in grade 6 or above who is currently expelled by another district or public school academy for committing a physical assault against another student may request to enroll in the District. The Assistant Superintendent of Human Resources will consider the request along with any information the Assistant Superintendent of Human Resources determines relevant. The Assistant Superintendent of Human Resources may either grant or deny the request. The decision of the Assistant Superintendent of Human Resources may be appealed to the Superintendent. The Superintendent's decision is final.

c. Applicable Definitions for Physical Assault

- i. "Physical assault" means intentionally causing or attempting to cause physical harm to another through force or violence.
- ii. "At school" means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether or not it is held on school premises.

5. Bomb Threat or Similar Threat

If a student in grade 6 or above makes a bomb threat or similar threat directed at a school building, other District property, or at a school-related event, the District will consider whether to suspend or expel the student or to impose a less severe penalty after first considering the Mandatory 7 Factors.

A resident student in grade 6 or above who is currently expelled by another district or public school academy for making a bomb threat or similar threat may request to enroll in the District. The Assistant Superintendent of Human Resources will consider the request along with any information the Assistant Superintendent of Human Resources determines relevant. The Assistant Superintendent of Human Resources may either grant or deny the request. The decision of the Assistant Superintendent of Human Resources may be appealed to the Superintendent. The Superintendent's decision is final.

I. Victims of Alleged Sexual Assault

The District will not expel a student or suspend a student for more than 10 days for an action the student took immediately preceding, immediately following, or that could reasonably be tied to an incident in which the student was sexually assaulted or an incident in which the student reports being sexually assaulted, an incident

where another person witnesses and reports the student's sexual assault, or an incident for which school officials receive credible information that the student was sexually assaulted. This subsection does not apply if:

- The student is convicted of, pleads guilty or responsible to, or is adjudicated responsible for aggravated assault, assault with intent to commit murder, assault with intent for great bodily harm, assault with intent to maim, attempted murder, homicide, manslaughter; or criminal sexual conduct;
- The student commits an act described in Section H.1 through H.3 of this Policy;
- A Title IX investigation conducted pursuant to ~~Policies 3115-3115H~~[Policy 3118](#) concludes by clear and convincing evidence that the report of sexual assault was false; or
- The Board or the Superintendent determines, after considering the Mandatory 7 factors, that a longer-term suspension or expulsion is warranted.

In determining whether to suspend a student described in this section, the District will consider the recommendations of the District's Title IX Coordinator, as applicable.

J. Statewide School Safety Information Policy (SSSIP) & Law Enforcement Reporting

The Superintendent or designee must notify law enforcement when required by the SSSIP and make all other reports and provide all other notifications required by the SSSIP or any state or federal law. Nothing in this Policy limits the ability of a school administrator to contact law enforcement at any other time.

K. Educational Programming During Suspension or Expulsion

Except as otherwise required by law or as provided in this Policy, a student who has been suspended or expelled may not be on school property, attend classes or other school functions, or participate in extracurricular activities during the student's suspension or expulsion without written permission from the Superintendent or designee. District personnel may assist students who have been suspended or expelled to explore alternative means, as allowed by law, to earn credit and to complete coursework during the period of the student's suspension or expulsion.

Legal authority: 18 USC 921; 20 USC 1401 et seq., 7151; 29 USC 705, 794-794b; MCL 380.1308-1310, 380.1310a, 380.1310c, 380.1310d, 380.1310e, 380.1311, 380.1311a, 380.1312, 380.1313

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Series 5000: Students, Curriculum, and Academic Matters

5300 Student Enrollment, Attendance, and Records

5309 Student Records and Directory Information

The District may collect, retain, use, and disclose student education records consistent with state and federal law.

A. Definitions

1. An "education record" is a record directly related to a student that the District or its agents maintain, except that an education record does not include:
 - a. records kept in the maker's sole possession that are used as a personal memory aid and that are not accessible or revealed to any person except a temporary substitute for the maker;
 - b. records maintained by a law enforcement unit of the District, as defined by the Family Educational Rights and Privacy Act (FERPA), if the record was created for a law enforcement purpose;
 - c. records relating to a student who is at least 18 years old that are created or maintained by a psychiatrist, psychologist, or other recognized professional or paraprofessional acting or assisting in that capacity that are created or maintained only for the student's treatment (exclusive of remedial educational activities or educational activities that are part of the District's instructional program) and that are disclosed only to persons providing treatment (except that the records may be personally reviewed by a physician or other appropriate professional of the student's choice);
 - d. records created or received by the District after a person is no longer a student in the District and that are not directly related to the person's attendance as a student in the District;
 - e. grades on peer-graded papers or assignments before they are collected or recorded by a teacher; or
 - f. records relating to a person employed by the District that are maintained in the normal course of business, relate only to the person's employment, and are not available for any other purpose. Records relating to a person employed as a result of that person's status as a student are, however, "education records."
2. "Personally identifiable information" means a student's name; the name of a student's Parent or family member; the student's address or the address of a family member; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other

information that alone or in combination is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.

3. "Directory information" is the information contained in a student's education record that would not generally be considered harmful or an invasion of privacy if disclosed. The Board designates the following as directory information:
 - a. student names, addresses, and telephone numbers;
 - b. photographs and videos depicting a student's participation in school-related activities and classes;
 - c. date ~~and place~~ of birth;
 - d. major field of study;
 - e. grade level;
 - f. enrollment status (e.g., full-time or part-time);
 - g. dates of attendance (e.g., 2023-2027);
 - h. participation in officially recognized activities and sports;
 - i. weight and height of athletic team members;
 - j. degrees, honors, and awards received; and
 - k. the most recent educational agency or institution attended.

The Board further designates District-assigned student email addresses as directory information for the limited purposes of: (1) facilitating the student's participation in and access to online learning platforms and applications; and (2) inclusion in internal school and District email address books.

B. Collection and Retention of Records

School officials may collect and retain information about the District's students that is reasonably necessary for the District to perform its role as a public school district, including, without limitation, student work samples, assessments, evaluations, surveys, health and medical information, immunization records, birth certificates, proof of residence, proof of achievements and awards, behavior records, investigation reports, incident reports, attendance records, all records necessary for the District to satisfy state or federal legal obligations, and any record necessary for the District to prove that a student was accurately counted in membership for state aid and grant purposes.

The Superintendent or designee will ensure that all student records are retained consistent with the Records Retention and Disposal Schedule for Michigan Public Schools and Policy 3502 and that reasonable steps (including, without limitation, physical or technological controls) are taken to protect education records, including those stored electronically, from inadvertent or unauthorized disclosure.

C. Right to Inspect and Review Education Records

Parents may inspect and review their minor child's education records, regardless of custody status, unless a court order specifically provides otherwise.

Parents may also inspect and review the education records of an "eligible student" if the student is considered a dependent under Internal Revenue Code Section 152. An "eligible student" means a student who is at least 18 years old, an emancipated minor, or a student enrolled in a postsecondary institution. Eligible students have the right to inspect and review their own education records.

The District will make arrangements for a Parent or eligible student to inspect and review the student's education records within a reasonable time from receiving a request and not more than 30 calendar days from the date of the request or, if the student whose records are requested is a child with a disability as defined by the Individuals with Disabilities Education Act, before any Individualized Education Program Team meeting, resolution meeting, or due process hearing.

D. Right to Request Explanation or Interpretation of Student Education Records

A Parent or eligible student may request, in writing, an explanation or interpretation of a student's education records. School officials will respond to any reasonable request.

E. Right to Request Amendment of Education Records

A Parent or eligible student may request that a student's education record be amended if the Parent or eligible student believes the record is inaccurate, misleading, or otherwise in violation of the student's privacy rights. The Superintendent will develop administrative guidelines explaining the process by which a Parent or eligible student may request an amendment to the student's records and that the Parent or eligible student has the right to a hearing if the District refuses the request.

F. Disclosure of Education Records to School Officials

A school official may receive and review personally identifiable information from a student's education record only if the school official has a legitimate educational interest in the information. A school official has a "legitimate educational interest" if the record review is necessary for the school official to perform an administrative, supervisory, or instructional task as assigned by the District or to perform a service or benefit for the student or the student's family. For purposes of this Policy, a

“school official” is any person employed by the District. The Board further designates the following persons and entities as “school officials”:

1. a person or company with whom the Board has contracted to perform a specific task (such as an attorney, auditor, insurance representative, medical consultant, or online educational service provider or vendor);
2. a contractor, consultant, volunteer, or other party to whom the Board has outsourced a service or function otherwise performed by District employees (e.g., a therapist, a school resource officer, an employee of an intermediate school district, or an authorized information technology specialist);
3. a Parent or student serving on an official committee, such as a disciplinary, reinstatement, or grievance committee; and
4. a person, including a volunteer, who is assisting another school official in performing the official’s duties.

The above-identified persons and entities must: (a) perform institutional services or functions for which the District would otherwise use its own employees, (b) be under the direct control of the District as to the use and maintenance of education records, and (c) be subject to the requirements of FERPA regulations governing the use and re-disclosure of personally identifiable information from education records.

The Superintendent or designee will adopt procedures, including physical and technological controls, to ensure that only those school officials with a legitimate educational interest may access personally identifiable information from a student’s education records.

G. Disclosure of “Directory Information”

Except as otherwise stated in this Policy, school officials may disclose “directory information” without the prior written consent of a Parent or eligible student unless the Parent or eligible student specifically notifies the District that the Parent or eligible student does not consent to the disclosure of the student’s directory information for 1 or more of the uses for which the District would commonly disclose the information.

The District will provide Parents and eligible students with a Directory Information Opt Out Form, listing all uses for which it commonly discloses student directory information. The form will allow the Parent or eligible student to elect not to have the student’s directory information disclosed for 1 or more of the listed uses. Upon receipt of a completed Directory Information Opt Out Form, school officials may not release the student’s directory information for any of the uses selected on the form.

The Superintendent or designee will provide the Directory Information Opt Out form to all Parents or eligible students within the first 30 days of the school year.

The form will also be made available at a Parent's or eligible student's request at any time during the school year. If the Parent or eligible student does not return the form, the District may release directory information as permitted by law. The Directory Information Opt Out form will be kept on file for 1 year.

To ensure that directory information is not improperly used, the Superintendent or designee may require that a person requesting directory information execute an affidavit stating that, if disclosed, the directory information will not be used, rented, or sold for the purpose of surveys, marketing, or solicitation.

The District will not disclose a student's or Parent's phone number or address or the Parent's employment address to another person who is the subject of a court order that prohibits disclosure of the information if the District has received a copy of the order. The District will not disclose a confidential address, phone number, or email address in violation of the Address Confidentiality Program Act if the student or the student's Parent notifies the District that the student or the student's Parent has obtained a participation card issued by the department of the attorney general.

H. Disclosure of Education Records to Another School

School officials may release or disclose personally identifiable information contained in a student's education record without the consent of the Parent or eligible student to another school or post-secondary institution in which the student seeks or intends to enroll, is enrolled, or from which the student receives services, if the disclosure is related to the student's enrollment or transfer.

I. Tagged Records and Record Transfers

Upon notification by a law enforcement agency that a student under age 17 is missing, the building principal or designee will tag the student's record in a manner that will alert both District and ISD personnel that the student is considered missing. Within 7 calendar days after receiving notice from a law enforcement agency that a student is no longer considered missing, the building principal or designee will remove the tag from the student's record.

Within 30 calendar days after receiving a request from a school in which a student has enrolled, the building principal or designee will forward the student's education records to the requesting school unless the student's record has been tagged as described in this Policy. If the record has been tagged, the building principal or designee will not forward the student's education records to the requesting school and will notify law enforcement.

J. Disclosure to a For-Profit Business Entity

School officials will not sell or otherwise provide any personally identifiable information that is part of a student's education records to a for-profit business entity, except as follows:

1. an employee or agent of a business entity acting as a “school official” as defined in this Policy;
2. pursuant to a management agreement between a public school academy and an educational management organization;
3. as necessary for standardized testing; or
4. as necessary to a person who is providing educational or educational support services to the student pursuant to a contract with the school.

K. Disclosure of Education Records in Response to Subpoena/Court Order

To the extent consistent with state law, including the nondisclosure requirements of Revised Judicature Act Section 2165, school officials may release or disclose personally identifiable information contained in a student’s education records without the consent of the Parent or eligible student upon receipt of a court order or lawfully issued subpoena requiring disclosure of the information. To the extent permitted or required by law, before complying with a court order or subpoena, school officials must notify the Parent or eligible student, in writing, that the District intends to comply with the court order or subpoena.

L. Disclosure of Education Records in Other Circumstances

Except as provided in this Policy, the District and its employees and agents are prohibited from disclosing personally identifiable information from a student’s education records without the written consent of a Parent or eligible student unless the disclosure is otherwise permitted or required by law, including, without limitation, if the disclosure is:

- necessary because of a health or safety emergency;
- to authorized state or federal officials;
- in connection with a student’s application for or receipt of financial aid;
- made for purposes of conducting a study for or on behalf of an educational agency or institution;
- to an accrediting organization;
- concerning a registered sex offender; or
- to a representative of a child welfare agency for a foster child.

A school official may not disclose personally identifiable information from a student’s education records unless disclosure is consistent with the requirements of state and federal law, including FERPA.

M. Disclosure Logs

The Superintendent or designee will maintain, to the extent required by law, a log of those persons to whom personally identifiable information from a student's education records has been disclosed. The record will identify the student whose information was disclosed, the person or entity who requested or received the information, the information that was disclosed, the date the Parent or eligible student provided written consent (if necessary for the disclosure), a legitimate reason for the disclosure, and any other information required by law.

Subject to the limitations below, a Parent or eligible student may request, in writing, information related to disclosure of personally identifiable information by the District. This information includes:

- the specific personally identifiable information that was disclosed by the District;
- the name and contact information of each person, agency, or organization to which the District disclosed the student's personally identifiable information; and
- the legitimate reason that the person, agency, or organization had in obtaining the personally identifiable information.

The District is not required to provide information about the disclosure of personally identifiable information if the personally identifiable information is:

1. provided to MDE or CEPI;
2. provided to the eligible student or the student's Parent;
3. provided to an intermediate school district providing services pursuant to a written agreement;
4. provided by an intermediate school district to a school district or to a public school academy in which the pupil is enrolled or to a school district or public school academy providing services to the pupil pursuant to a written agreement;
5. provided to a person, agency, or organization with the written consent of the eligible student or the student's Parent;
6. provided to a person, agency, or organization in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
7. provided as necessary for standardized assessments that measure the student's academic progress and achievement;
8. covered by the District's Directory Information Opt Out Form, unless the Parent or eligible student has signed and submitted the Opt Out Form.

N. Video Recordings

A video recording that is directly related to a student may be an “education record” (e.g., when it is maintained to document student conduct or misconduct, unless it is maintained by a law enforcement unit and used solely for a law enforcement purpose). The Superintendent or designee will determine, on a case-by-case basis, upon receipt of a request for the video’s disclosure, whether a particular video is an “education record” and whether it contains “personally identifiable information” about a student. If the Superintendent or designee determines that a video recording is an “education record,” its disclosure and the rights of Parents and eligible students to inspect and review the video recording are governed by this Policy, applicable laws, and relevant state and federal guidance.

O. Disclosure of Records to Law Enforcement

Nothing in this Policy limits a school official’s right or duty under state law or pursuant to the Statewide School Safety Information Policy to contact law enforcement to report possible criminal activity. A school official may not, however, disclose personally identifiable information from a student’s education records to law enforcement without the prior written consent of a Parent or eligible student unless disclosure is otherwise permitted or required by state or federal law (e.g., in response to a health or safety emergency or a court order or subpoena).

If a school official reports possible criminal activity of a student with a disability as defined by the Individuals with Disabilities Education Act, the school official must transmit a copy of the student’s special education records and disciplinary records to the authorities to whom the crime is reported in a manner consistent with FERPA (i.e., with prior written consent or a lawful exception to consent). Except for disclosures in response to a health or safety emergency, school officials must seek written consent to transmit the records of a student with a disability immediately after reporting the student’s potential criminal activity to authorities.

P. Disclosure of Information to Military Recruiter

The District will provide recruiters of the Armed Forces of the United States with at least the same access to the high school campus and to directory information as is provided to other entities offering educational or employment opportunities to those students, as required by state and federal law. “Armed Forces of the United States” means the armed forces of the United States and their reserve components and the United States Coast Guard.

The Directory Information Opt Out Form must include the option to opt out of the disclosure of the student’s directory information to recruiters of the Armed Forces of the United States. Upon receipt of a written “opt out,” school officials may not release the student’s directory information to recruiters of the Armed Forces of the United States. The District may charge a fee, not to exceed the actual costs of copying and mailing the requested directory information, to recruiters of the Armed Forces of the United States, to the same extent it charges other organizations.

Q. Annual Notice Requirements

The Superintendent or designee will send an annual notice to Parents and eligible students notifying them of the following:

1. the right to inspect and review their student's education records;
2. the right to seek amendment of their student's education records, the process for requesting amendment, and applicable hearing procedures;
3. the identity of designated "school officials" and the definition of "legitimate educational interest";
4. the definition of "directory information" and notice that their student's directory information may be disclosed without consent unless the Parent or eligible student opts out of allowing disclosure;
5. the District's practice to disclose a student's education records, including disciplinary records, to another school or post-secondary institution in which the student seeks or intends to enroll or is enrolled;
6. the right to consent to the disclosure of personally identifiable information from a student's education record before its disclosure, unless a nonconsensual disclosure is otherwise authorized by law;
7. the right to opt out of disclosure of directory information to recruiters for Armed Forces of the United States and their service academies;
8. the right to file a complaint with the U.S. Department of Education alleging that the District violated FERPA; and
9. the right to obtain a copy of the Board's policies and administrative regulations about student records.

Legal authority: 20 USC 1401 et seq., 1232g, 7165, 7908; 26 USC 152; 34 CFR Part 99, 300; MCL 15.243(2); MCL 380.1134-.1136, 380.1137a, 380.1279g; MCL 600.2165; MCL 722.30; MCL 780.855, 780.871; *Records Retention and Disposal Schedule for Michigan Public Schools*

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