HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223
www.hazelparkschools.org

**Agenda**
**Regular Meeting**
Ford Administration Building
1620 E Elza Avenue
Hazel Park, MI 48030
December 13, 2021
7:00 PM

**LOCATION AND FORMAT:** The meeting will be held at the Ford Administration Building, 1620 E Elza Hazel Park, Michigan. It will also be live-streamed on YouTube and available through Zoom video conferencing. Members of the public wishing to speak during the public comment portion of the meeting may do so in-person, use Zoom chat during the Public Comment portions of the meeting or by emailing Board President, Laura Adkins, prior to the meeting at laura.adkins@hazelparkschools.org.

To view the meeting via Zoom, please use the following link: Join Zoom Meeting.
https://hazelparkschools.zoom.us/j/86454908936

**CALL TO ORDER**
**ROLL CALL**
**PLEDGE OF ALLEGIANCE**
**APPROVAL OF THE AGENDA (ACTION ITEM)**
**PUBLIC COMMENT**
*The Board of Education recognizes the value of public comment on education items and the importance of allowing members of the public to express themselves on District matters. During this portion of public comment, each statement made by a participant shall be limited to three (3) minutes and participants must identify themselves by name and address.*

**SPECIAL ORDER OF BUSINESS**
A. Introduction of New Employees - Secondary Level 3
B. Discipline Data 5
**CONSENT AGENDA (Action Items)** 13
*The Board of Education shall use a consent agenda to keep routine matters within a reasonable time frame. A member of the Board may request any item to be removed from the consent agenda and defer it for more discussion and specific action.*

A. Approval of Minutes
1) Board Meetings 14
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B. Monthly Financial Reports 30

C. Personnel Recommendations
D. Conference Requests 42

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C. Building Roofs (Action Item) 182
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F. Facility Improvement Plan (Action Item) 256
G. Covid Sick Bank (Action Item) 279
H. Approval of Open Enrollment (Action Item) 280
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**SUPERINTENDENT REPORT** 282
A. Gleaners Recognition
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C. Enrollment Update (Informational Item) 403
D. Attendance Report (Informational Item) 404
**REQUESTS FOR FUTURE AGENDA ITEMS**
**CALENDAR DATES**
January 10, 2022 - Finance Committee Meeting 5:15PM
Buildings & Grounds Committee 6:00PM
January 10, 2022 - Regular Board of Education Meeting 7:00PM

**PUBLIC COMMENT**
*During this portion of public comment, each statement made by a participant shall be limited to one (1) minute and participants must identify themselves by name and address.*

**BOARD MEMBER AND ADMINISTRATION COMMENTS**
**ADJOURNMENT**

Any person with a disability who needs accommodation for participation in this meeting should contact the Superintendent's office at (248) 658-5220 at least five (5) days in advance of the meeting to request assistance.

All Official minutes of school board meetings are stored and available for inspection in the Ford Administration office at the above address.

This notice is given in compliance with Act No. 267 of the Public Acts Michigan, 1976

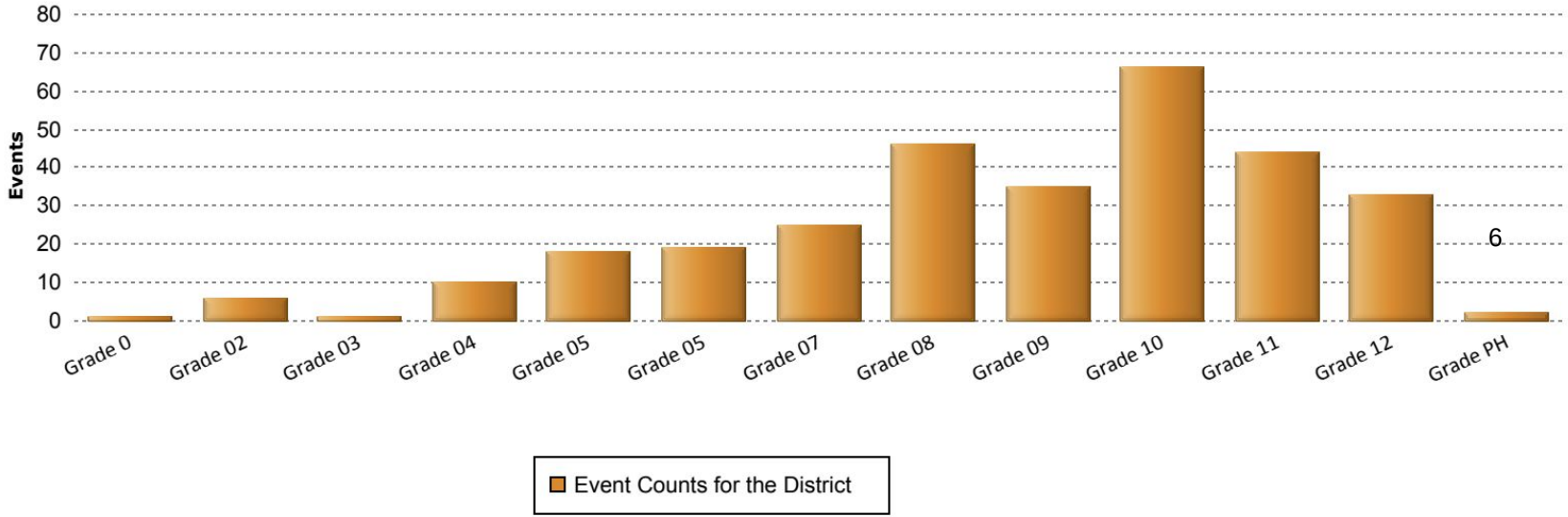
| | | |
|---|---|---|
| Hannah Bailey | Paraprofessional | High School |
| Caitlin Berry | Spanish Teacher | High School |
| Laura Blumberg | SXI Paraprofessional | Webb |
| Celeste Boboltz | Principal's Secretary | High School |
| Machelle Bolitho | Paraprofessional | Jardon |
| Taylor Bryant | Social Worker | Edison |
| Taylor Burns | Latchkey | Webb |
| Gail Contrucci | Community School Coordinator | District |
| John Crissman | Sp Ed Teacher | High School |
| Kimberly Danial | ELA Teacher | High School |
| Patrick Dei | Paraprofessional | Edison |
| Julie Drew | Accounts Payable | District |
| Carly Elia | Psychologist | District |
| Gabrielle Ferrise | Psychologist | District |
| Kelly Gill | Math | High School |
| Latisha Gladney-Taylor | Hoover | Media Center |
| Lisa Gotowicki | Teacher | HP Jr. Teacher |
| Elena Graessley | Paraprofessional | United Oaks |
| Alan Hayes | Covid Cleaner | Edison |
| Rona Head | Assistant Principal | High School |
| Makenzy Herman | Covid Cleaner | HP Jr. High |
| David Higginbotham | History Teacher | Advantage |
| Jaimee Hilton | Teacher | HP Jr. High |
| Paul Jacobs | Social Studies | HP Jr. High |
| Dena Jayson | Elementary SE Supervisor | District |
| Jada Johnson | Paraprofessional | Edison |
| Devorah Ishakis | Teacher | Edison |
| Elyssa Kim | Paraprofessional | HP Jr. High |
| Sarah Kurzhals | Speech (REHIRE) | District |
| John Lessenbury | Covid Cleaner | Webb |
| Earline Manning | Building Substitute | High School |
| Margaret May | Building Substitute | Jardon |
| Marni Millard | Sp Ed Resource Teacher | High School |
| Jodie Miller | Latchkey | Webb |
| Katherine Mingle-Lovitt | English Teacher | HP Jr. High |
| Barbara Misuraca | Teacher | HP Jr. High |
| Samantha Mix | Paraprofessional | Edison |

| | | |
|---|---|---|
| Nakia Nelson | Social Worker | Hoover |
| Robert Ninowski | District Substitute | District |
| Thomas Oestrike | Athletic Director | District |
| Annie Olar | English Teacher | High School |
| Elaine Patrinick | Latchkey Lead | Webster |
| Keisha Rivers | Paraprofessional | Edison |
| Mark Salzawedel | Math Teacher | HP High School |
| Laura Sawgle | Paraprofessional | Edison |
| Adam Shirley | Welding Teacher | High School |
| Robyn Stern | Secondary SE Supervisor | District |
| Nancy Stevens | ASD Teacher | United Oaks |
| Rebecca Swafford | Physical Therapist | District |
| Sarah Tague | Payroll Specialist | District |
| Richard Wright | Security | High School |

# 2021-2022 Discipline

*Today's Learners, Tomorrow's Leaders*

# Discipline per Grade.

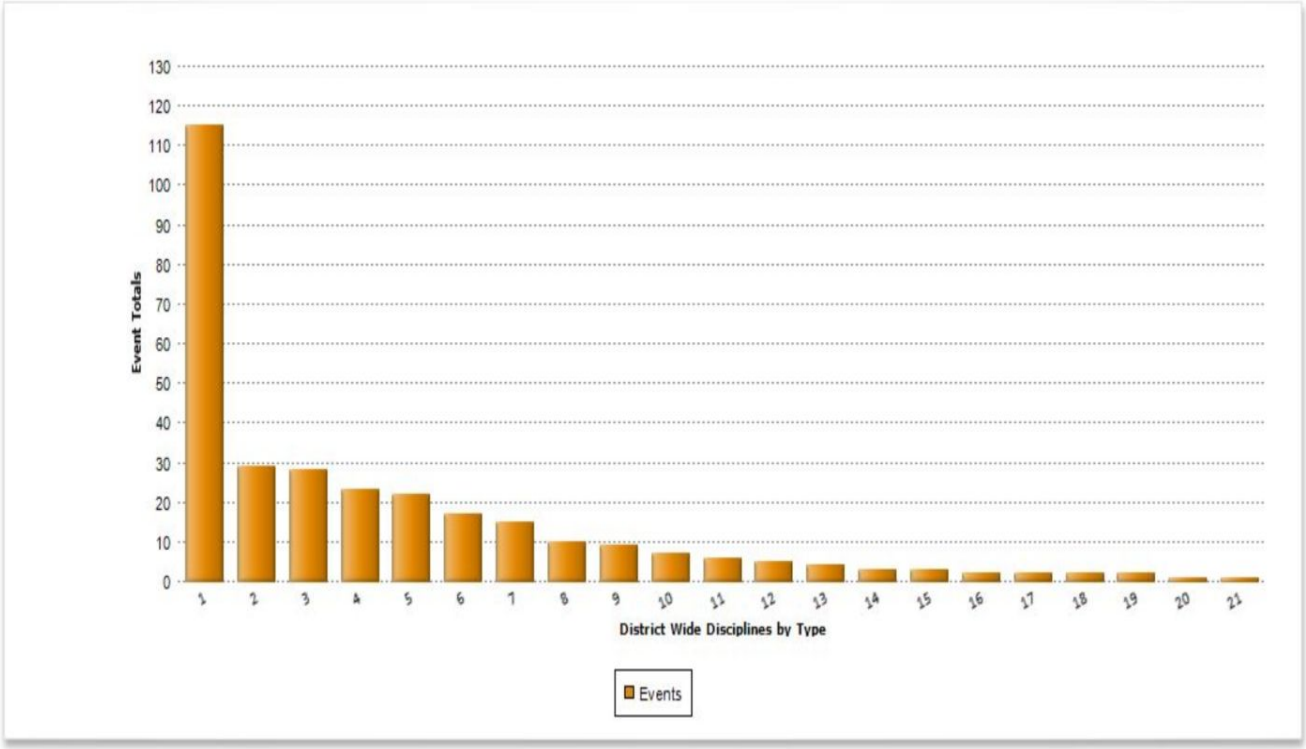


# District Discipline by Ethnicity

| School | Ethnicity | Total Events | Ethnicity Count | Ethnicity Ratio | Ethnicity Percent |
|---|---|---|---|---|---|
| Discipline Events by Ethnicity | | | | | |
| Edison MAX | | | | | |
| | Black or African American | 16 | 19 | 1 Event Per Each 1.2 Enrolled Students | 84.2% |
| | White | 21 | 31 | 1 Event Per Each 1.5 Enrolled Students | 67.7% |
| Hoover Elementary | | | | | |
| | Black or African American | 6 | 130 | 1 Event Per Each 21.7 Enrolled Students | 4.6% |
| | White | 1 | 148 | 1 Event Per Each 148.0 Enrolled Students | 0.7% |
| United Oaks Elementary | | | | | |
| | White | 2 | 155 | 1 Event Per Each 77.5 Enrolled Students | 1.3% |
| Webb Elementary | | | | | |
| | American Indian or Alaska Native | 5 | 10 | 1 Event Per Each 2.0 Enrolled Students | 50.0% |
| | Black or African American | 4 | 139 | 1 Event Per Each 34.8 Enrolled Students | 2.9% |
| | White | 14 | 162 | 1 Event Per Each 11.6 Enrolled Students | 8.6% |
| Hazel Park Junior High School | | | | | |
| | American Indian or Alaska Native | 2 | 8 | 1 Event Per Each 4.0 Enrolled Students | 25.0% |
| | Black or African American | 43 | 211 | 1 Event Per Each 4.9 Enrolled Students | 20.4% |
| | Hispanic | 2 | 23 | 1 Event Per Each 11.5 Enrolled Students | 8.7% |
| | White | 27 | 212 | 1 Event Per Each 7.9 Enrolled Students | 12.7% |
| Hazel Park High School | | | | | |
| | American Indian or Alaska Native | 3 | 3 | 1 Event Per Each 1.0 Enrolled Students | 100.0% |
| | Black or African American | 82 | 250 | 1 Event Per Each 3.0 Enrolled Students | 32.8% |
| | Hispanic | 3 | 20 | 1 Event Per Each 6.7 Enrolled Students | 15.0% |
| | White | 35 | 265 | 1 Event Per Each 7.6 Enrolled Students | 13.2% |
| District Totals | | | | | |
| | American Indian or Alaska Native | 10 | 21 | 1 Event Per Each 2.1 Enrolled Students | 47.6% |
| | Black or African American | 151 | 749 | 1 Event Per Each 5.0 Enrolled Students | 20.2% |
| | Hispanic | 5 | 43 | 1 Event Per Each 8.6 Enrolled Students | 11.6% |
| | White | 100 | 973 | 1 Event Per Each 9.7 Enrolled Students | 10.3% |

# Types of Behavior

District Wide Disciplines by Type




Event Index Reference

| Column # | Description | Event Total |
|---|---|---|
| 1 | Fighting/Physical Aggression | 115 |
| 2 | Minor - Defia/Disre/Insub/Noncom | 29 |
| 3 | Use/Poss of Tobacco | 28 |
| 4 | Defiance/Disresp/Insubor/Noncomp | 23 |
| 5 | Abusive/Inapp/Profanity Lang | 22 |
| 6 | Technology Violation | 17 |
| 7 | Other Behavior | 15 |
| 8 | Use/Poss of Drug | 10 |
| 9 | Skip Class/Truancy | 9 |
| 10 | Minor - Technology Violation | 7 |
| 11 | Minor - Physical contact/aggress | 6 |
| 12 | Property Damage/Vandalism | 5 |
| 13 | Minor - other | 4 |
| 14 | Minor - disruption | 3 |
| 15 | Poss Of Weapon | 3 |
| 16 | Disruption | 2 |
| 17 | Forgery/Theft | 2 |
| 18 | Inappropriate display of affecto | 2 |
| 19 | Lying/Cheating | 2 |
| 20 | Harassment/Bullying | 1 |
| 21 | Arson | 1 |

# District Discipline

District Wide Action Summary

Action Index Reference

| Column # | Description | ActionTotal |
|---|---|---|
| 1 | Out of School Suspension | 170 |
| 2 | Restraint | 10 |
| 3 | Seclusion | 9 |
| 4 | In School Suspension | 8 |
| 5 | Individual learning experience | 1 |



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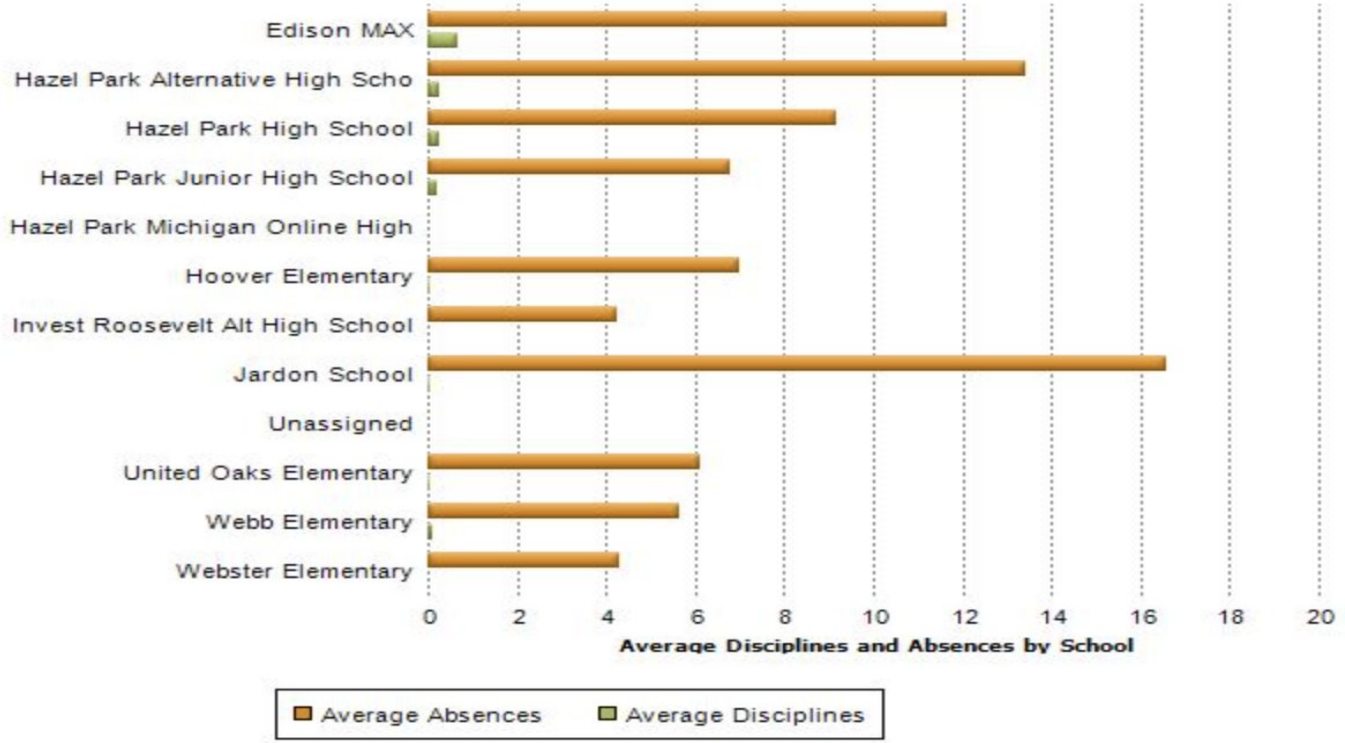
# Attendance over Discipline






HP

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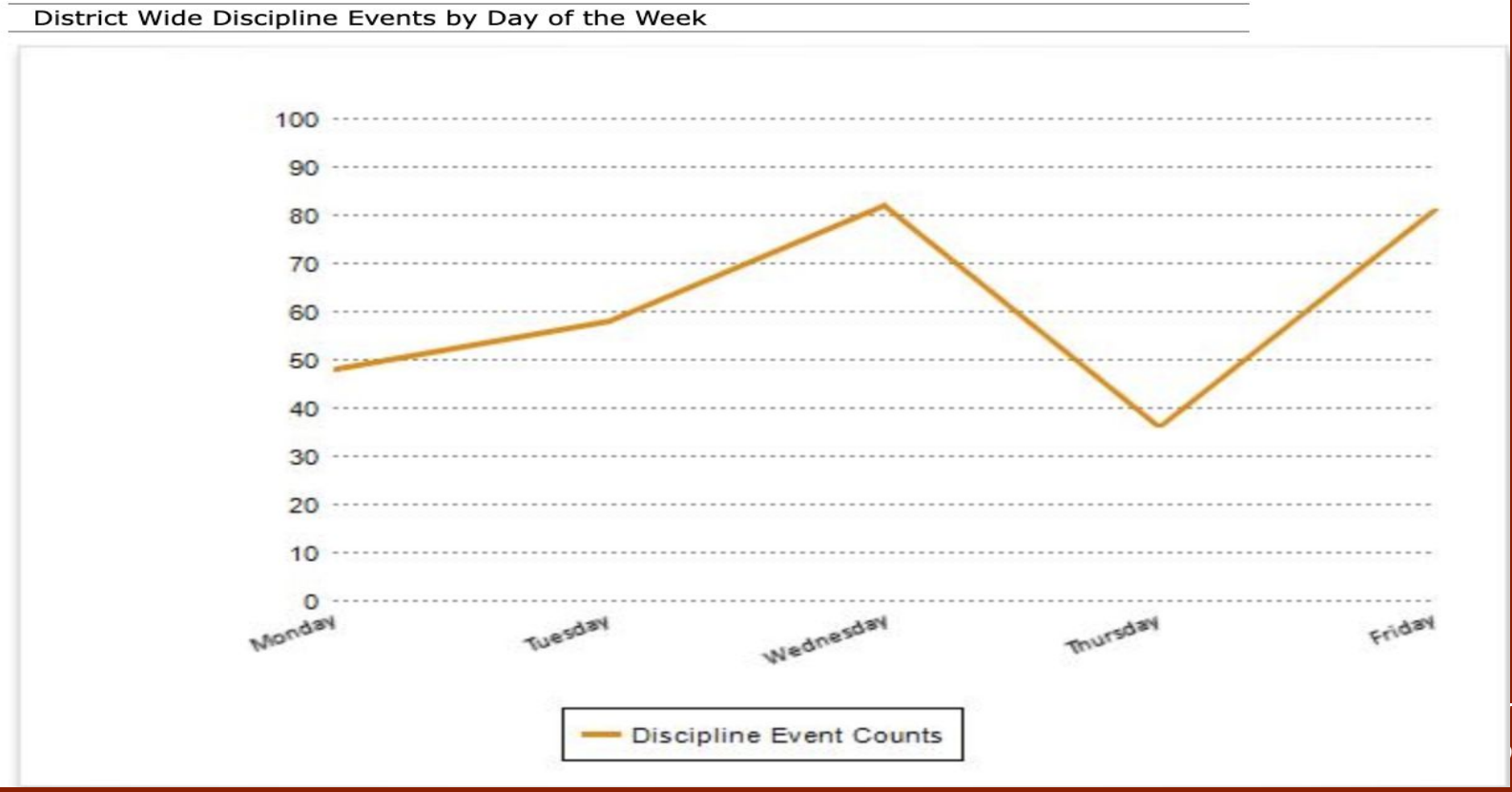
# Student Discipline by Other Events

**DIS - Event Counts by Other Category:**

| School | Total | Male | Female | F & R | Migrant | Homeless | SpecEd | ELL | Gifted |
|---|---|---|---|---|---|---|---|---|---|
| District Wide | 306 | 217 | 89 | 223 | 0 | 1 | 96 | 4 | 0 |
| Edison MAX | 37 | 37 | 0 | 18 | 0 | 0 | 36 | 0 | 0 |
| Hazel Park Alternative High Scho | 39 | 27 | 12 | 30 | 0 | 1 | 4 | 0 | 0 |
| Hazel Park High School | 123 | 83 | 40 | 97 | 0 | 0 | 26 | 0 | 0 |
| Hazel Park Junior High School | 74 | 42 | 32 | 53 | 0 | 0 | 10 | 4 | 0 |
| Hoover Elementary | 7 | 5 | 2 | 7 | 0 | 0 | 5 | 0 | 0 |
| Jardon School | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 |
| United Oaks Elementary | 2 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| Webb Elementary | 23 | 21 | 2 | 18 | 0 | 0 | 14 | 0 | 0 |

# Student Discipline by Day of the week



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Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223
www.hazelparkschools.org

To: Hazel Park Board of Education

From: Dr. Amy Kruppe, Superintendent

Subject: Consent Agenda

Date: December 8, 2021

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The Haze Park Board of Education uses a consent agenda to keep routine matters within a reasonable time frame. A member of the Board may request any item to be removed from the consent agenda and defer it to more discussion and specific action.

**CONSENT AGENDA ITEMS:**

A. Approval of Minutes
   1. November 13, 2021 Regular Meeting
   2. November 29, 2021 Special Meeting & Closed Session
   3. December 6, 2021 Policy Committee
   4. December 6, 2021 Finance Committee
   5. December 6, 2021 Buildings & Grounds Committee

B. Monthly Financial Report

C. Personnel Recommendations

D. Conference Requests

**Recommendation**
That the Board of Education approve the consent agenda as presented.

**APPROVED AND RECOMMENDED FOR BOARD ACTION**

Amy Y. Kruppe, Ed.D.
Superintendent

HAZEL PARK PROMISE

SCHOOL DISTRICT OF THE
CITY OF HAZEL PARK
COUNTY OF OAKLAND AND STATE OF MI

**CALL TO ORDER**

The Regular Meeting of the Hazel Park Board of Education was held at the Ford School Administration Office on November 15, 2021 and was called to order by President Adkins at 7:00 p.m.

**ROLL CALL**

Members Present: Adkins, Hinton, Fortress, Baldwin, Rice Schlak
Members Absent: Noth (joined virtually at 7:02pm from Hazel Park Michigan (Oakland County)
Others Present: Kruppe, Zirnis, Dillard, Dulmage, Miller, Nugent, Pleiness, Postell, Wilkins

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF THE AGENDA** (Action Item)

Moved by Ms Schlak, supported by Mrs. Baldwin, that the Agenda be approved as written.

Roll Call Vote:
Yeas: Schlak, Baldwin, Hinton, Fortress, Rice,Adkins
Nays: None
Motion Carried

**PUBLIC COMMENT - None**

**SPECIAL ORDER OF BUSINESS**

A. Literacy Essential Oakland (LEO) Quarterly Report

Erika Resh, District Literacy Coach, presented a quarterly report to the Board of Education on the Literacy Essential Oakland (LEO) program. The next update will be in January. The complete presentation is available for viewing in the Board of Education meeting packet on the District website, www.hazelparkschools.org under the Board of Education/current meetings documents tab.

B. iReady Data Update

Dr. Stephanie Dulmage, Director of 21st Century Learning updated the Board of Education on the fall iReady Reading and Math diagnostic. The next update will be in February. The complete presentation is available for viewing in the Board of Education meeting packet on the District website, www.hazelparkschools.org under the Board of Education/current meetings documents tab.

**CONSENT AGENDA**

Moved by Mrs. Baldwin, supported by Ms Schlak, that the Board of Education approve the consent agenda, as presented.

Roll Call Vote
Yeas: Baldwin, Schlak, Noth, Hinton, Fortress, Rice, Adkins
Nays: None
Motion Carried

**NEW BUSINESS**

A. Board of Education Policies Updates-1st Reading (Action Item)

Motion made by Ms Schlak, supported by Mrs. Rice, that the Board of Education accept the 1st reading of the revisions and updates to the Board of Education policies.

Roll Call Vote
Yeas: Schlak, Rice, Noth, Hinton, Fortress, Baldwin, Adkins
Nays: None
Motion Carried

B. Purchase of Calculators (Action Item)

Motion made by Ms Schlak, supported by Mrs. Baldwin, that the Board of Education approve the purchase of 180 TI-84Plus CE Graphing Calculators, as presented.

Roll Call Vote
Yeas: Schlak, Baldwin, Noth, Hinton, Fortress, Rice, Adkins
Nays: None
Motion Carried

C. Additional Compensation for Director of Business (Action Item)

Motion made by Mrs. Baldwin, supported by Ms Schlak, that the Board of Education approve the additional compensation for the Director of Business at $5000, as presented.

Roll Call Vote:
Yeas: Baldwin, Schlak, Noth, Hinton, Fortress, Rice, Adkins
Nays: None
Motion Carried

D. Bond Refinance Resolution (Action Item)

Motion made by Ms Schlak, supported by Mrs. Baldwin, that the Board of Education approve the Resolution to refinance the Debt Instrument, as presented.

Roll Call Vote
Yeas: Schlak, Baldwin, Noth, Hinton, Fortress, Rice, Adkins
Nays: None
Motion Carried

SCHOOL DISTRICT OF THE CITY OF HAZEL PARK
COUNTY OF OAKLAND, STATE OF MICHIGAN

**RESOLUTION AUTHORIZING**
**2022 REFUNDING BONDS**
**(UNLIMITED TAX GENERAL OBLIGATION)**

Minutes of a regular meeting of the Board of Education (the "Board") of the School District of the City of Hazel Park, County of Oakland, State of Michigan (the "School District"), held in the School District on November 15, 2021, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members: Adkins, Noth, Hinton, Fortress, Baldwin, Rice, Schlak
ABSENT: Members: None

The following preamble and resolution were offered by Member Kristy Schlak and supported by Member Melissa Baldwin.

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended, the Revised Municipal Finance Act (the "Act"), permits the School District to refund all or part of the funded indebtedness of the School District; and

WHEREAS, the School District has previously issued its 2012 School Building and Site Bonds (General Obligation - Unlimited Tax), dated October 18, 2012 to the Michigan Finance Authority (the "Prior Bonds"); and

WHEREAS, the School District has determined that it is in the best interest of the School District to issue bonds in an amount not to exceed Five Million Fifty Thousand Dollars ($5,050,000) to currently refund all or a portion of the callable maturities of the Prior Bonds (the "Refunded Bonds"); and

WHEREAS, the School District desires to sell the bonds pursuant to a negotiated sale in order to preserve maximum flexibility in the timing and structure of the transaction and to minimize the costs of issuance thereof; and

WHEREAS, the School District also deems it advisable to authorize the Superintendent and the Assistant Superintendent of Business and Operations, or either one acting alone (each an "Authorized Officer"), to accept an offer to purchase the bonds from an underwriter, negotiate, approve and execute a bond purchase agreement with the underwriter and to approve various other terms and documents in connection with the sale and delivery of the bonds to the underwriter; and

WHEREAS, the School District must either be granted qualified status within the meaning of the Act or receive prior approval for the issuance of the bonds from the Michigan Department of Treasury ("Treasury").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF HAZEL PARK THAT:

1. Issuance of Bonds. Bonds of the School District designated 2022 Refunding Bonds (Unlimited Tax General Obligation) (the "Bonds") are hereby authorized to be issued in one or more series, in the aggregate principal amount of not to exceed Five Million Fifty Thousand Dollars ($5,050,000), or such lesser amount as shall be determined by either Authorized Officer upon sale thereof for the purpose of refunding all or a portion of the Refunded Bonds and paying costs of issuing the Bonds.

2. Bond Details. The Bonds shall consist of bonds registered as to principal and interest of the denomination of $5,000 or integral multiples thereof, be dated as of such date as shall be determined by either Authorized Officer at the time of sale of the Bonds, and numbered as determined by the Transfer Agent (as defined below). The Bonds shall mature on May 1 and/or November 1 in the years and in the principal amounts as determined by either Authorized Officer at the time of sale, provided that the final maturity of the Bonds shall be not later than May 1, 2032. The Bonds shall bear interest at a rate or rates to be determined upon negotiated sale thereof, but in any event not exceeding a true interest cost of five percent (5.00%), payable semi-annually on May 1 and November 1 in the years as determined by either Authorized Officer at the time of sale, *provided that* the net present value savings to be realized by the School District shall be not less than two and one-half percent (2.50%) of the principal amount of the Refunded Bonds, and the underwriter's discount shall not exceed one percent (1.00%) of the principal amount of the Bonds.

The principal of the Bonds shall be payable at a bank or trust company selected by an Authorized Officer, as registrar and transfer agent for the Bonds (the "Transfer Agent") upon presentation and surrender of the appropriate Bond. Interest on the Bonds shall be paid by check drawn on the Transfer Agent, mailed to the registered owner of the Bonds at the registered address, as shown on the registration books of the School District maintained by the Transfer Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the School District to conform to market practice in the future.

The Bonds may be issued as serial or term bonds or both. The Bonds shall not be subject to optional redemption prior to maturity. The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York.

3. Form of Bonds and Execution of Bonds. The Bonds shall be substantially in the form in the attached Exhibit A with such changes as are authorized by the terms of this Resolution or necessary to complete the provisions hereof. The Bonds shall be signed by the manual or facsimile signatures of the President and Secretary of the Board. No Bonds shall be valid until authenticated by an authorized representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by it to the purchaser in accordance with instructions from the Treasurer of the School District upon payment of the purchase price for the Bonds in accordance with the bond purchase agreement therefore when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

4. Debt Retirement Fund. Unless the School District establishes a Common Debt Retirement Fund as provided by law for all issues of bonds of like character of the School District, the

Treasurer shall open a special depository account for the Bonds with a bank to be designated as 2022 Refunding Bonds Debt Retirement Fund (the "Debt Retirement Fund"). All proceeds from taxes levied for the payment of the principal of, interest on and redemption premium, if any, for the Bonds shall be deposited into the Debt Retirement Fund or the Common Debt Retirement Fund, if one is established. Once the Debt Retirement Fund is established, the moneys deposited in such fund shall be used solely for the purpose of paying the principal of, interest on and redemption premium, if any, for the Bonds. If the School District establishes a Common Debt Retirement Fund, the moneys deposited in that fund shall be used solely for the payment of the principal of and interest on the Bonds and other bonds of like character of the School District payable from the Common Debt Retirement Fund. The accrued interest, if any, received upon delivery of the Bonds shall also be deposited in the appropriate debt retirement fund. Any net original issue premium received on sale and delivery of the Bonds shall be deposited in the appropriate fund consistent with State and federal law, and if required by federal tax law, may be used to reduce the principal amount of the Bonds issued. Taxes required to be levied to meet the principal and interest obligations and redemption premium, if any, may be without limitation as to rate or amount, as provided by Article IX, Section 6 of the Michigan Constitution of 1963.

5. Bond Proceeds. Proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Refunded Bonds as provided in this paragraph. From the proceeds of the Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated the 2022 Refunding Bonds Costs of Issuance Fund (the "Costs of Issuance Fund"). Moneys in the Costs of Issuance Fund shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the Costs of Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the Bonds. The balance of the proceeds of the Bonds, together with any moneys transferred by the School District at the time of sale of the Bonds from the debt retirement fund for the Refunded Bonds, and any other available funds provided by the School District, shall be invested in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Fund") and used to pay principal of and interest on the Prior Bonds to be refunded. The Escrow Fund shall be held by a bank or trust company, as trustee and escrow agent (the "Escrow Agent"), in trust pursuant to an Escrow Agreement (the "Escrow Agreement") which shall irrevocably direct the Trustee to take all necessary steps to call for redemption that portion of the Prior Bonds specified by an Authorized Officer upon sale of the Bonds, including publication and mailing of redemption notices, on any date specified by the Authorized Officer on which the Prior Bonds may be called for redemption. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal of and interest on the Prior Bonds to be refunded as they become due pursuant to maturity or the call for redemption required by this paragraph, and an Authorized Officer is hereby authorized to select and retain on behalf of the School District an Escrow Agent to serve under the Escrow Agreement.

6. Unlimited Tax. Commencing with the fiscal year beginning July 1, 2021, it shall be the duty of the School District to levy a tax annually in an amount sufficient so that the estimated collections therefrom will be sufficient to pay promptly when due the principal of and interest becoming due on the Bonds, which tax levies shall not be subject to limitation as to rate or amount.

7. Negotiated Sale. The School District has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of the Act, and based on the advice of the Municipal Advisor (as defined below), has determined that a negotiated sale of the

Bonds provides the School District with greater flexibility in structuring bond maturities and the timing of the sale of the Bonds, and will enable the School District to better market the Bonds to the advantage of the School District and its taxpayers.

8. Retention of Underwriter and Execution of Bond Purchase Agreement. The School District hereby appoints Stifel, Nicolaus & Company, Incorporated as senior managing underwriter for the Bonds (the "Underwriter"). Each Authorized Officer is hereby authorized to appoint one or more co-managing underwriters, if recommended by the Municipal Advisor. Each Authorized Officer is further authorized to negotiate and, subject to the parameters set forth in this Resolution, award the sale of the Bonds to the Underwriter pursuant to a bond purchase agreement. Each Authorized Officer is authorized to execute and deliver the bond purchase agreement on behalf of the School District without further approval of this Board, *provided that* the true interest cost on the Bonds shall not exceed five percent (5.00%), the net present value savings to be realized by the School District shall be not less than two and one-half percent (2.50%) of the principal amount of the Refunded Bonds and the underwriter's discount shall not exceed one percent (1.00%) of the principal amount of the Bonds.

An Authorized Officer may, without further approval or direction from the Board, execute a sale order evidencing the final terms of the Bonds, and make any of the determinations, covenants and elections authorized by this Resolution, provided that the final terms of the Bonds shall be within the parameters set forth in this Resolution.

9. Ratings and Bond Insurance. Each Authorized Officer is authorized to apply for bond ratings from such municipal bond rating agencies as is deemed appropriate, and apply for and purchase a policy of municipal bond insurance, if deemed appropriate by the Municipal Advisor and Bond Counsel (as defined below).

10. Official Statements. The President of the Board and each Authorized Officer are each authorized to approve preliminary and final official statements relating to the Bonds as is deemed appropriate by the Municipal Advisor and Bond Counsel (as defined below). The President of the Board or an Authorized Officer are authorized to execute and deliver the final Official Statement relating to the Bonds on behalf of the School District and to approve, execute and deliver any amendments and supplements to the Official Statement necessary to assure that the statements therein are, and as of the time the Bonds are delivered to the Underwriter will be true, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

11. Continuing Disclosure Undertaking. The School District hereby covenants, in accordance with the provisions of Rule 15c2-12, as may be amended (the "Rule"), promulgated by the Securities and Exchange Commission (the "SEC"), to provide or cause to be provided the information set forth in the attached Exhibit B, as such Exhibit may be revised by an Authorized Officer as required by Rule 15c2-12 prior to delivery of the Bonds.

12. Tax Matters. The School District hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from adjusted gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds. The School District hereby authorizes an Authorized Officer to designate the Bonds as

"qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to Section 265(b)(3) of the Code, if deemed appropriate by the Municipal Advisor.

13. Further Bond Details. Each Authorized Officer is hereby authorized to adjust the final Bond details to the extent necessary or convenient to complete the transaction authorized in this Resolution, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of the Act, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, all subject to the parameters established in this Resolution.

14. Retention of Bond Counsel and Municipal Advisor. The law firm of Miller, Canfield, Paddock and Stone, P.L.C. is hereby appointed as bond counsel for the School District with reference to the issuance of the Bonds authorized by this Resolution ("Bond Counsel"). The representation of the School District by Miller, Canfield, Paddock and Stone, P.L.C. as Bond Counsel is hereby approved, notwithstanding Miller Canfield's periodic representation in unrelated matters of the Underwriter, Stifel, Nicolaus & Company, Incorporated, and other potential parties to the transactions contemplated by this Resolution. The School District also hereby appoints Baker Tilly Municipal Advisors, LLC to act as municipal advisor with reference to the issuance of the Bonds authorized by this Resolution (the "Municipal Advisor").

15. Department of Treasury. Each Authorized Officer is hereby authorized to make application to Treasury for prior approval to issue the Bonds or file a qualifying statement. Each Authorized Officer is hereby further authorized to request any and all waivers, including without limitation, rating waivers, or exemptions from Treasury necessary to the issuance of the Bonds as recommended by the Municipal Advisor and Bond Counsel. Each Authorized Officer is authorized to have prepared and filed a Security Report for the Bonds with Treasury pursuant to the Act.

16. Further Actions. The officers, administrators, agents and attorneys of the School District are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary to complete the issuance and delivery of the Bonds in accordance with this Resolution. The officers, administrators, agents and attorneys of the School District are authorized and directed to pay costs of issuance including Bond Counsel fees, Municipal Advisor fees, rating agency fees, Transfer Agent fees, Escrow Agent fees, verification agent fees, costs of printing the preliminary and final official statements, purchase of securities for the purpose of funding the Escrow, and any other costs necessary to accomplish sale and delivery of the Bonds.

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

AYES: Members: Schlak, Baldwin, Noth, Hinton, Fortress, Rice, Adkins
NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

_____
Beverly Hinton, Board Secretary

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Board of Education of the School District of the City of Hazel Park, County of Oakland, State of Michigan, at a regular meeting held on November 15, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

_____
Beverly Hinton, Board Secretary

E. Budget Amendment (Action Item)

Motion made by Ms Schlak, supported by Mrs. Rice, that the Board of Education approve the amended budget for fiscal year 2021/22, as presented.

Roll Call Vote
Yeas: Schlak, Rice, Noth, Hinton, Fortress, Baldwin, Adkins
Nays: None
Motion Carried

**SUPERINTENDENT UPDATE**

A. Student Count Update - FTE Count is holding steady at 2930.60 for the fall of 2021. It was 2951.4 in the fall of 2020. Waiting for the official audit to be completed. The report is on the website for viewing under the Board of Education/current meeting documents tab.
B. Enrollment Update - Current enrollment analysis is on the website for viewing under the Board of Education/current meeting documents tab.
C. Discipline Report - Discussed the discipline issues occurring and the new Parent Responsibility Ordinance the City of Hazel Park has adopted. The complete discipline presentation is on the website for viewing under the Board of Education/current meeting documents tab.
D. Gleaners - Will be held this Friday at the Ford Administration.
E. Vaccine Clinic - First vaccine clinic held on November 8 was a success. There will be another one on November 23rd.
F. Holiday Basket - Applications being accepted until December 3, 2021 at each school and the library. Packing will take place on December 17 and pick up will be December 18, 2021.

**REQUESTS FOR FUTURE AGENDA ITEMS**

Melissa Baldwin, Trustee requested an Athletic Director report and Dawn Rice, Trustee, requested further information on purchasing DJ equipment for each of the schools.

**CALENDAR DATES**

- Nov. 29, 2021 Special Board Meeting/Workshop 21

- Dec. 06, 2021 Finance Committee
  Buildings & Grounds Committee
- Dec. 13, 2021 Regular Board Meeting

**PUBLIC COMMENT - None**

**BOARD MEMBERS AND ADMINISTRATION COMMENTS**

| | |
|---|---|
| Board Members | Board Members wished everyone Happy Thanksgiving |
| Beverly Hinton, Secretary | What is the topic for the November 29 Special Meeting? Encourage everyone to take the Climate Survey. It will help in obtaining good information. |
| Heidi Fortress, Treasurer | Traffic on Hughes before and after school is a safety concern. Any way to get staff out there to help? Is there a big football event at the High School? Have we notified residents? Thank you to Erika and Stephanie for their reports this evening. |
| Melissa Baldwin, Trustee | Thank you to Matt for the extra work he put in while the Business Office was short staffed. Thank you to Erika and Stephanie for their reports. |
| Kristy Schlak, Trustee | Construction update..I75 work has ended for the season. Dequindre should be open soon. |
| Rachel Noth, Vice President | Encourage everyone to reflect and reach out to those you have not been able to see over the last year. Appreciate the presentations this evening. |
| Dr. Amy Kruppe, Superintendent | Remind everyone that our staff is working extremely hard and please continue to give them grace and kindness. Perhaps reach out to them, send them a note or card. |
| Laura Adkins, President | Went to Marching Band competition at Ford Field. Very proud of them. They worked hard to improve their performance throughout the year. Attended the OCHD meeting. Also attended the MASB annual conference in Grand Rapids. Great to see people in person. Good sessions and heard good information. |

**ADJOURNMENT**

Moved and supported that the meeting be adjourned at 9:05PM
Unanimous Approval.

Respectfully submitted,

22

Beverly Hinton, Secretary
Hazel Park Board of Education

SCHOOL DISTRICT OF THE
CITY OF HAZEL PARK
COUNTY OF OAKLAND AND STATE OF MI

**CALL TO ORDER**

The Special Meeting of the Hazel Park Board of Education was held at the Ford School Administration Office on November 29, 2021 and was called to order by President Adkins at 6:31 PM.

Roll Call:
Members Present: Adkins, Noth (virtually from Hazel Park, Michigan Oakland County), Hinton, Fortress, Baldwin, Rice, Schlak
Members Absent: None
Others Present: Kruppe

**APPROVAL OF THE AGENDA** (Action Item)

Moved by Kristy Schlak, supported by Melissa Baldwin, that the agenda be approved, as presented.

Roll Call Vote:
Yeas: Schlak, Baldwin, Noth, Hinton, Fortress, Rice, Adkins
Nays: None
Motion Carried

**PUBLIC COMMENT** - None

**BOARD ROUND TABLE**

The Board spoke of Hope and shared their hopes for the health & safety of Hazel Park School District families & friends.

**CLOSED SESSION**

Motion made by Kristy Schlak, supported by Melissa Baldwin, to adjourn to closed session for Superintendent mid-year evaluation pursuant to Section 8(a) of the Open Meetings Act.

Roll Call Vote:
Yeas: Schlak, Baldwin, Noth, Hinton, Fortress, Rice, Schlak, Adkins
Nays: None
Motion Carried

Adjourned to the closed session at 6:37 PM. Returned to Open Session at 8:00 PM.

**NEW BUSINESS**

A. Committee Structure Discussion

Discussed the possibility of "committee of the whole", at this time we will continue with the committee setup we currently have.

**PUBLIC COMMENT** - None

**BOARD MEMBERS AND ADMINISTRATION COMMENTS**

| | |
|---|---|
| Kristy Schlak, Trustee | Gave a report on the surrounding construction updates happening in and around the city. |
| Rachel Noth, Vice President | Hopeful the next two weeks everyone would stay healthy & safe as she begins her 5 week countdown. She hopes everyone can take some time to find what they are grateful for. |
| Beverly Hinton, Secretary | The Tree Lighting was very nice and she enjoyed the event. |
| Heidi Fortress, Treasurer | Addressed the board with concerns of not following the "Board Norms", as a board we need to move forward and work to not continue the same patterns. |

**ADJOURNMENT**

Moved and supported that the meeting be adjourned at 8:15 PM
Unanimous Approval.

Respectfully Submitted

Beverly Hinton, Secretary
Hazel Park Board of Education

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223
www.hazelparkschools.org

**Finance Committee Meeting**
**November 8, 2021**
**5:15PM**
**Ford Administration Building**

Board Members Present: Heidi Fortress, Beverly Hinton
Board Members Absent: Laura Adkins

Administrators Present: Dr. Amy Kruppe, Jason Zirnis, Matthew Miller

Meeting start time - 5:15pm

A. **Long Term Gas Contract -** The District currently uses Executive Energy to procure gas and inform the District when it is a good time to lock in rates. Inflation and market conditions are showing signs that locking in an additional 3 year contracted buy would be a good idea at this time. This item will go before the board next meeting.

B. **Covid Sick Bank** - The District is considering reinstating Covid sick time of 10 days for those who contract the virus. Currently staff have to use their sick bank in order to comply with quarantine requirements. This item will go before the board next meeting.

C. **Communications Plan -** The communications plan was reviewed. A more indepth presentation will be coming shortly from the Director of Communications.

D. **Check Register Review** - Any and all questions were reviewed and answered.

Meeting end time - 5:40pm

Minutes submitted by Matthew Miller

HAZEL PARK SCHOOLS

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Superintendent

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**The School District of the City of Hazel Park Schools**
**Board Committee Meeting**
**Policy Committee**
**December 6, 2021**
**4:00PM**

Board Members Present: Melissa Baldwin, Dawn Rice
Board Members Absent: Beverly Hinton

Administrators Present: Dr. Amy Kruppe

**Meeting Minutes**

In light of recent events at Oxford High School, the committee discussed some concerns for the staff and students of the district, including mental health to be included into our current policies.

AG-2000
Administrative Guidelines will be on the Board agenda as an information item.

Board Pay
The committee would like this to be discussed with the entire board.

Therapy Dog
The committee discussed looking at policies in other states due to a lack of policies in Michigan.

COVID 10 Day Pay
The committee discussed reimplementing a 10 day pay for those who contract COVID. It was suggested for the pay to be retro to the beginning of the school year. The committee agreed to move forward to the board.

The meeting ended at 4:55PM

Minutes prepared and submitted by Jamie Buczko December 8, 2021

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223
www.hazelparkschools.org

**Buildings & Grounds Committee Meeting**
**November 8, 2021**
**6:00PM**

Board Members Present: Melissa Baldwin and Kristy Schlak
Board Members Absent: Heidi Fortress

Administrators Present: Dr. Amy Kruppe, Jason Zirnis, Matt Miller

Meeting start time - 6:00 pm

Public Comment: None

A. **Pool Update -** Mike Malone, Partners in Architecture (PIA) and Bill Roberston are working on the RFP with the expectation that it will be finalized for the January Building and Grounds Committee meeting for approval. Mr. Malone provided a ceiling solution that included a drop in ceiling tile with redesigned lighting that indirectly lit the pool area that would be maintained from the pool deck and not above the ceiling. Kingscott architects are working on completing the RFP for the locker rooms with completion date of April with projected work completion dates of August.

B. **Roofing RFP -** We have a completed RFP for the 2022 summer roofing projects. Based on the Roofing assessment completed by Garland, they are recommending we address parts of Hoover, Roosevelt and Ford Buildings as immediate concerns. We are going to move forward with preventive maintenance on all roofs based on their assessment.

C. **Webster Wall Art -** As part of the beautification of the buildings within the District< Webster has requested to utilize wall decals and art, samplease of the requested art was provided and the committee recommended that the project be referred to the Board for review with a not to exceed amount of $10,000.

D. **Facility Assessment -** The Facility Assessment was discussed and some minor changes were required due to the items discussed above. Final copies will be distributed for the Boards review.

E. **HPHS Cafeteria Project** - TMP is working on the replacement of the cafeteria curtain wall as part of the larger HS cafeteria kitchen remodel. Due to the delays in the supply chain for several key components of the remodel it was recommended that the doors be completed next summer followed by the main rebuild in 2023.

F. **Camera RFP** - We are advancing the Camera RFP based on the locations reviewed through walkthrough with Comtech Design. An alternative price will be requested for additional cameras if required in a building due blindspots.

G. **Integrated Pest Management Plan** - Discussed the integrated pest management plan for the District which was recommended to move to the Board for review.

Meeting end time - 7:00

Minutes submitted by Jason Zirnis, Assistant Superintendent of Business and Operations

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders
Amy Kruppe, Ed.D.
Superintendent

Ford Administration
Matthew Miller, Business Office Manager
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5213 | F: 248-544-5443
www.hazelparkschools.org

TO: The School District of the City of Hazel Park
Board of Education

FROM: Jason Zirnis
Assistant Superintendent, Business & Operations

RE: Treasurer's Report November, 2021

DATE: December 9, 2021

Attached is the check register (including current period voids), a listing of ACH debits, wire transfers, and P-Card purchases made during the period

| | | | |
|---|---|---|---|
| GENERAL FUND (11) | | 1,220,036.32 | |
| *Total - General Fund* | **$** | **1,220,036.32** | |
| CENTER PROGRAM (22) | | 18,544.46 | |
| COMMUNITY SERVICE (23) | | 0.00 | |
| FOOD SERVICE FUND (25) | | 156,030.50 | |
| COMMON DEBT (31-39) | | 500.00 | |
| CAPITAL PROJECTS (41-49) | | 36,585.00 | |
| *Total - Special Revenue Funds* | **$** | **211,659.96** | |
| INTERNAL ACCOUNT FUNDS (29) | | 4,979.39 | |
| *Total - Other Funds* | **$** | **4,979.39** | |
| **TOTAL CHECK DISBURSEMENTS** | **$** | **1,436,675.67** | $ 1,436,675.67 |
| ACH DEBITS | | | 1,823,147.05 |
| PAYROLL | | | 1,495,460.58 |
| OUTGOING WIRE TRANSFERS | | | 2,575,427.94 |
| P-CARD PURCHASES | | | 122,170.45 |
| | | | 6,016,206.02 |
| **TOTAL DISBURSEMENTS IN PERIOD** | | | **$ 7,452,881.69** |

I certify that the disbursements listed on the attached check registers and listing of ACH debits, wire transfers, and P-Card purchases were payments made for obligations of The School District of the City of Hazel Park and that all materials or services listed on the invoices have been received or performed.

Jason Zirnis
Assistant Superintendent, Business & Operations

## Monthly Summary of EFT's from HP Bank Accounts

### Nov-21

| Date | Amount | Bank Acct Taken From | Reason |
|---|---|---|---|
| 11/2/2021 | $240.10 | Gen Funds | Latchkey Fees |
| 11/5/2021 | $201.47 | Gen Funds | AFLAC Payment November 5th Payroll |
| 11/19/2021 | $201.47 | Gen Funds | AFLAC Payment November 19th Payroll |
| 11/9/2021 | $3,350.66 | Gen Funds | Health Equity Payment November 5th Payroll |
| 11/19/2021 | $3,450.66 | Gen Funds | Health Equity Payment November 19th Payroll |
| 11/4/2021 | $54,192.78 | Gen Funds | EduStaff Payment |
| 11/18/2021 | $12,842.08 | Gen Funds | EduStaff Payment |
| 11/26/2021 | $2,831.40 | Gen Funds | EduStaff Payment |
| 11/5/2021 | $17,946.52 | Gen Funds | Penserv Payment November 5th Payroll |
| 11/22/2021 | $18,413.94 | Gen Funds | Penserv Payment November 19th Payroll |
| 11/5/2021 | $33,807.67 | Tax W/H | Payroll State Tax Withholding November 5th |
| 11/19/2021 | $42,006.32 | Tax W/H | Payroll State Tax Withholding November 19th |
| 11/5/2021 | $233,235.98 | Tax W/H | Payroll Federal Tax Withholding November 5th |
| 11/19/2021 | $289,286.26 | Tax W/H | Payroll Federal Tax Withholding November 19th |
| 11/4/2021 | $35,433.15 | Ret W/H | Payroll Retirement Withholding October 22nd |
| 11/18/2021 | $373,484.59 | Ret W/H | Payroll Retirement Withholding November 5th |
| 11/26/2021 | $663,977.78 | UAAL | Payroll UAAL Payment November |
| 11/9/2021 | $38,244.22 | DTE | October DTE Payments |
| | **$1,823,147.05** | **Total ACH Debits** | |

| Date | Amount | Payroll |
|---|---|---|
| 11/5/2021 | $678,426.50 | General Payroll on November 5th |
| 11/19/2021 | $817,034.08 | General Payroll on November 19th |
| | **$1,495,460.58** | **Total Payroll** |

| Date | Amount | Wires |
|---|---|---|
| 11/24/2021 | $2,575,427.94 | MVCA Wire State Aid |
| | **$2,575,427.94** | **Total Wires** |

| Date | Amount | P-Card Purchases | |
|---|---|---|---|
| 11/23/2021 | $122,170.45 | General | P-Card charges Huntington Bank |
| | **$122,170.45** | **Total P-Card Purchases** | |

# Hazel Park Schools
## Budget to Actual by St Revenue and St Function
**As of 11/30/2021**

| St Revenue/Function | Description | | Original Budget | 1st Amended Budget | Encumbrance | Actual | Balance | Percent |
|---|---|---|---|---|---|---|---|---|
| **Type:** 4 **Revenue** | | | | | | | | |
| **St Revenue:** 100 | Revenue from Local Sources | **Total:** | **5,565,278.40** | **5,301,863.00** | **0.00** | **3,311,900.34** | **1,989,962.66** | **62.47%** |
| **St Revenue:** 300 | Rev from State Sources | **Total:** | **27,440,953.46** | **28,260,564.00** | **0.00** | **5,168,168.80** | **23,092,395.20** | **18.29%** |
| **St Revenue:** 400 | Rev from Federal Sources | **Total:** | **5,323,130.00** | **7,055,186.00** | **0.00** | **1,149,200.00** | **5,905,986.00** | **16.29%** |
| **St Revenue:** 500 | Incoming Transfer/Oth Transact | **Total:** | **2,380,209.40** | **2,929,867.00** | **0.00** | **274,174.00** | **2,655,693.00** | **9.36%** |
| **St Revenue:** 600 | Fund Modifications | **Total:** | **1,569,040.36** | **1,619,040.00** | **0.00** | **0.00** | **1,619,040.00** | **0.00%** |
| **Type:** 4 | **RevenueTotal:** | | **42,278,611.62** | **45,166,520.00** | **0.00** | **9,903,443.14** | **35,263,076.86** | **21.93%** |
| **Type:** 5 **Expense** | | | | | | | | |
| **St. Function:**110 | Basic Programs | **Total:** | **19,059,579.88** | **20,268,503.00** | **132,200.14** | **5,396,528.34** | **14,739,774.52** | **26.63%** |
| **St. Function:**120 | Added Needs | **Total:** | **8,221,581.26** | **7,822,408.00** | **23,999.08** | **1,993,311.27** | **5,805,097.65** | **25.48%** |
| **St. Function:**210 | Support Services-Pupil | **Total:** | **2,449,653.37** | **2,526,515.00** | **5,262.21** | **808,320.68** | **1,712,932.11** | **31.99%** |
| **St. Function:**220 | Support Services-Instr Staff | **Total:** | **1,610,429.25** | **2,221,870.00** | **3,125.25** | **872,928.66** | **1,345,816.09** | **39.29%** |
| **St. Function:**230 | Support Services-General Admin | **Total:** | **646,988.52** | **648,807.00** | **8,047.40** | **257,570.90** | **383,188.70** | **39.70%** |
| **St. Function:**240 | Support Services-School Admin | **Total:** | **2,081,369.84** | **2,059,557.00** | **1,286.41** | **667,307.66** | **1,390,962.93** | **32.40%** |
| **St. Function:**250 | Support Services-Business | **Total:** | **757,166.28** | **688,081.00** | **1,645.50** | **287,611.90** | **398,823.60** | **41.80%** |
| **St. Function:**260 | Operations and Maintenance | **Total:** | **4,471,426.19** | **5,286,186.00** | **126,858.96** | **1,814,021.82** | **3,345,305.22** | **34.32%** |
| **St. Function:**270 | Pupil Transportation Services | **Total:** | **317,126.07** | **201,941.00** | **0.00** | **115,910.46** | **86,030.54** | **57.40%** |
| **St. Function:**280 | Support Services-Central | **Total:** | **1,325,197.03** | **1,446,099.00** | **1,000.62** | **573,532.58** | **871,565.80** | **39.66%** |
| **St. Function:**290 | Support Services-Other | **Total:** | **580,337.23** | **479,649.00** | **26,794.70** | **135,854.90** | **316,999.40** | **28.32%** |
| **St. Function:**330 | Community Activities | **Total:** | **15,912.00** | **10,400.00** | **0.00** | **1,620.00** | **8,780.00** | **15.58%** |
| **St. Function:**390 | Other Community Services | **Total:** | **57,846.47** | **251,514.00** | **28,456.00** | **30,665.99** | **192,392.01** | **12.19%** |
| **St. Function:**440 | Pymts to Other Govnmt | **Total:** | **209,706.64** | **266,665.00** | **0.00** | **266,665.00** | **0.00** | **100.00%** |
| **St. Function:**510 | Debt Services - Long Term Only | **Total:** | **33,000.00** | **33,000.00** | **0.00** | **33,000.00** | **0.00** | **100.00%** |
| **St. Function:**600 | Transfers Out | **Total:** | **292,088.00** | **292,088.00** | **0.00** | **23,043.75** | **269,044.25** | **7.89%** |
| **Type: 5** | **ExpenseTotal:** | | **42,129,408.03** | **44,503,283.00** | **358,676.27** | **13,277,893.91** | **28,851,514.12** | **29.84%** |
| | | **Grand Total:** | **149,203.59** | **663,237.00** | | **-3,374,450.77** | **6,411,562.74** | |

# Hazel Park Schools
## Check Register by Fund
### Check Date From 11/1/2021 TO 11/30/2021

| Check Date | | Check# | PE ID | Vendor Name | PO# | Amount |
|---|---|---|---|---|---|---|
| **Fund: 110** | | | | | | |
| 11/04/2021 | EH | 00000148 | 100431 | CLARK HILL PLLC | | 7,209.00 |
| 11/04/2021 | EH | 00000149 | 100056 | HINTON, BEVERLY | P2200007 | 25.00 |
| 11/04/2021 | EH | 00000150 | 100044 | HP PROMISE ZONE | | 266,690.00 |
| 11/04/2021 | EH | 00000151 | 100574 | INSTITUTE FOR EXCELLENCE IN ED | P2200009 | 1,500.00 |
| 11/04/2021 | EH | 00000152 | 100745 | KSS ENTERPRISES | | 32,491.45 |
| 11/04/2021 | EH | 00000153 | 100444 | LIGHTING SUPPLY COMPANY | P2200034 | 536.66 |
| 11/04/2021 | EH | 00000154 | 100860 | MELISSA BALDWIN | P2200005 | 25.00 |
| 11/04/2021 | EH | 00000155 | 100021 | PEARSON CLINICAL ASSESSMENT | P2200176 | 689.10 |
| 11/04/2021 | EH | 00000156 | 100125 | SCHLAK, KRISTY | P2200017 | 25.00 |
| 11/04/2021 | EH | 00000157 | 100397 | SCHOOL SPECIALTY | P2200145 | 134.50 |
| 11/04/2021 | EH | 00000158 | 100357 | STAPLES BUSINESS ADVANTGE | P2200175 | 1,975.30 |
| 11/04/2021 | HP | 00500511 | 100090 | A G CENTRAL MUSIC | P2200068 | 187.00 |
| 11/04/2021 | HP | 00500512 | 100458 | ACE TRANSPORTATION | P2200174 | 1,544.00 |
| 11/04/2021 | HP | 00500513 | 100550 | AMAZON CAPITAL SERVICES INC | P2200188 | 1,962.48 |
| 11/04/2021 | HP | 00500514 | 100551 | AMAZON COM SERVICES INC | | 414.29 |
| 11/04/2021 | HP | 00500515 | 100990 | AMH CREATIVE LLC | | 350.00 |
| 11/04/2021 | HP | 00500516 | 100969 | ANDREW MARTIN | | 80.00 |
| 11/04/2021 | HP | 00500517 | 100993 | ANGELA HUNTER | | 43.00 |
| 11/04/2021 | HP | 00500518 | 100290 | ASCENSION MICHIGAN AT WORK | | 320.00 |
| 11/04/2021 | HP | 00500519 | 100991 | BABA LANGUAGE SERVICES | | 25.00 |
| 11/04/2021 | HP | 00500520 | 100391 | BALE COMPANY | | 84.80 |
| 11/04/2021 | HP | 00500521 | 100821 | BEST ASPHALT INC | | 3,900.00 |
| 11/04/2021 | HP | 00500522 | 100735 | BURKES SPORT HAVEN | | 1,115.32 |
| 11/04/2021 | HP | 00500523 | 100512 | CHAPT 13 TRUSTEE-TAMMY L TERRY | | 420.00 |
| 11/04/2021 | HP | 00500524 | 100011 | CHAPTER 13 TRUSTEE | | 108.00 |
| 11/04/2021 | HP | 00500525 | 100322 | CITY HAZEL PARK WATER | | 4,726.02 |
| 11/04/2021 | HP | 00500526 | 100111 | CLARK, DENNIS | | 180.00 |
| 11/04/2021 | HP | 00500527 | 100888 | CONSTELLATION | | 527.40 |
| 11/04/2021 | HP | 00500528 | 100459 | CONVERGENT TECH PARTNERS | | 71.25 |
| 11/04/2021 | HP | 00500529 | 100699 | CRANBROOK SCHOOLS | | 50.00 |

# Hazel Park Schools
## Check Register by Fund
### Check Date From 11/1/2021 TO 11/30/2021

| Check Date | Check# | PE ID | Vendor Name | PO# | Amount |
|---|---|---|---|---|---|
| 11/04/2021 | HP 00500530 | 100443 | CTS COMPANIES | | 1,658.78 |
| 11/04/2021 | HP 00500531 | 100953 | DAVID BADER P67307 | | 166.86 |
| 11/04/2021 | HP 00500532 | 100625 | DAVID MAGIERA | | 100.00 |
| 11/04/2021 | HP 00500533 | 100609 | DAVID RUSKIN | | 1,127.58 |
| 11/04/2021 | HP 00500534 | 100958 | DEVIN HUGHES ENTERPRISES | | 6,500.00 |
| 11/04/2021 | HP 00500535 | 100523 | DICK BLICK | P2200121 | 781.15 |
| 11/04/2021 | HP 00500536 | 100446 | FAR THERAPEUTIC & PERFORMING ARTS | P2200059 | 226.70 |
| 11/04/2021 | HP 00500537 | 100988 | FATHER GABRIEL RICHARD BOOSTER CLUB | | 24.00 |
| 11/04/2021 | HP 00500538 | 100217 | GIANT PLUMBING & HEATING SUPPLY | P2200037 | 192.26 |
| 11/04/2021 | HP 00500539 | 100989 | GRANT HARRIS | | 85.00 |
| 11/04/2021 | HP 00500541 | 100008 | HAZEL PARK YOUTH ASSISTANCE | P2200006 | 25.00 |
| 11/04/2021 | HP 00500542 | 100488 | HOME DEPOT CREDIT SERVICES | P2200038 | 120.40 |
| 11/04/2021 | HP 00500544 | 100979 | Jigsaw Learning LLC | P2200178 | 2,747.12 |
| 11/04/2021 | HP 00500545 | 100971 | KRISTINA HERRON | | 159.63 |
| 11/04/2021 | HP 00500546 | 100433 | LAKESHORE LEARNING MATERIALS | P2200133 | 431.42 |
| 11/04/2021 | HP 00500547 | 100413 | MCGRAW HILL BOOK CO | P2200159 | 2,071.82 |
| 11/04/2021 | HP 00500548 | 100352 | MICHIGAN SCHOOL BAND | | 111.00 |
| 11/04/2021 | HP 00500549 | 100276 | MICHIGAN SPORTS ASSIGNERS INC | | 142.50 |
| 11/04/2021 | HP 00500550 | 100387 | MISDU | | 912.65 |
| 11/04/2021 | HP 00500551 | 100000 | OFFICE DEPOT | P2200194 | 521.78 |
| 11/04/2021 | HP 00500552 | 100337 | PETERSON GLASS CO | | 2,478.00 |
| 11/04/2021 | HP 00500555 | 100468 | PROGRESSIVE PLUMBING SUPPLY | P2200090 | 608.45 |
| 11/04/2021 | HP 00500556 | 100338 | QUICK MADE SIGNS & TROPHY SALE | | 146.00 |
| 11/04/2021 | HP 00500557 | 100565 | ROLAR PROPERTY SERVICES INC. | | 1,000.00 |
| 11/04/2021 | HP 00500558 | 100973 | SCOTT GUTHRIE | | 40.00 |
| 11/04/2021 | HP 00500560 | 100399 | STATE OF MICHIGAN | | 360.00 |
| 11/04/2021 | HP 00500561 | 100364 | VIGILANTE SECURITY INC | | 1,089.00 |
| 11/04/2021 | HP 00500562 | 100962 | ZONO TECHNOLOGIES | | 10,089.00 |
| 11/18/2021 | EH 00000159 | 100550 | AMAZON CAPITAL SERVICES INC | P2200209 | 88.80 |
| 11/18/2021 | EH 00000161 | 100431 | CLARK HILL PLLC | | 6,747.00 |
| 11/18/2021 | EH 00000162 | 100397 | SCHOOL SPECIALTY | P2200163 | 18.46 |

# Hazel Park Schools

## Check Register by Fund

### Check Date From 11/1/2021 TO 11/30/2021

| Check Date | | Check# | PE ID | Vendor Name | PO# | Amount |
|---|---|---|---|---|---|---|
| 11/18/2021 | EH | 00000163 | 100504 | SET INC. | | 55,243.75 |
| 11/18/2021 | EH | 00000164 | 100357 | STAPLES BUSINESS ADVANTGE | P2200203 | 188.70 |
| 11/18/2021 | EH | 00000165 | 100045 | A & I ENTERPRISES | | 168,744.92 |
| 11/18/2021 | EH | 00000166 | 100550 | AMAZON CAPITAL SERVICES INC | | 323.99 |
| 11/18/2021 | EH | 00000167 | 100292 | INVEST CENTERS LLC | | 210,647.85 |
| 11/19/2021 | HP | 00500563 | 101002 | 360 FIRE & FLOOD LLC. | | 1,586.00 |
| 11/19/2021 | HP | 00500564 | 100290 | ASCENSION MICHIGAN AT WORK | | 352.00 |
| 11/19/2021 | HP | 00500565 | 100512 | CHAPT 13 TRUSTEE-TAMMY L TERRY | | 420.00 |
| 11/19/2021 | HP | 00500566 | 100011 | CHAPTER 13 TRUSTEE | | 108.00 |
| 11/19/2021 | HP | 00500569 | 100852 | DANNY KUSKOWSKI | | 85.00 |
| 11/19/2021 | HP | 00500570 | 100953 | DAVID BADER P67307 | | 166.86 |
| 11/19/2021 | HP | 00500571 | 100609 | DAVID RUSKIN | | 1,127.58 |
| 11/19/2021 | HP | 00500572 | 100038 | DELTA NETWORK SERVICES LLC | | 525.50 |
| 11/19/2021 | HP | 00500573 | 100523 | DICK BLICK | | 38.26 |
| 11/19/2021 | HP | 00500574 | 100997 | ELLIOTT, MIA | | 40.00 |
| 11/19/2021 | HP | 00500575 | 100371 | HAZEL PARK AUX POLICE | | 1,350.00 |
| 11/19/2021 | HP | 00500576 | 100487 | HEINEMANN | P2200116 | 3,100.00 |
| 11/19/2021 | HP | 00500577 | 100488 | HOME DEPOT CREDIT SERVICES | P2200038 | 762.10 |
| 11/19/2021 | HP | 00500578 | 100998 | HUNTER, NICHOLAS | | 80.00 |
| 11/19/2021 | HP | 00500580 | 100521 | INTERNATIONAL PLUMBING CO | | 300.00 |
| 11/19/2021 | HP | 00500581 | 100451 | J W PEPPER & SONS | P2200195 | 10.98 |
| 11/19/2021 | HP | 00500582 | 100968 | JAMMARR HANES | | 70.00 |
| 11/19/2021 | HP | 00500583 | 100999 | KENDZIORSKI, JAY | | 40.00 |
| 11/19/2021 | HP | 00500584 | 100971 | KRISTINA HERRON | | 40.00 |
| 11/19/2021 | HP | 00500585 | 100413 | MCGRAW HILL BOOK CO | | 548.59 |
| 11/19/2021 | HP | 00500586 | 100327 | MICHIGAN EDUCATION SPECIAL | | 370,796.26 |
| 11/19/2021 | HP | 00500587 | 100589 | MILLENNIUM BUSINESS SYSTEMS | P2200010 | 6,487.34 |
| 11/19/2021 | HP | 00500588 | 100387 | MISDU | | 912.65 |
| 11/19/2021 | HP | 00500589 | 101003 | PHOENIX MACHINERY MOVERS INC. | | 6,240.00 |
| 11/19/2021 | HP | 00500592 | 100652 | SCHOLASTIC INC | | 26.73 |
| 11/19/2021 | HP | 00500594 | 100972 | TIME USA LLC | P2200142 | 110.00 |

# Hazel Park Schools
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| Check Date | | Check# | PE ID | Vendor Name | PO# | Amount |
|---|---|---|---|---|---|---|
| 11/19/2021 | HP | 00500595 | 100996 | WILSON, SHARON | | 350.00 |
| 11/19/2021 | HP | 00500596 | 100463 | WINDSTREAM | | 980.56 |
| 11/22/2021 | EH | 00000168 | 100550 | AMAZON CAPITAL SERVICES INC | P2200210 | 87.07 |
| 11/22/2021 | HP | 00500597 | 100544 | ASCENSION MICHIGAN EMPLOYER SOLUTIONS | | 38.00 |
| 11/22/2021 | HP | 00500598 | 100887 | CHIPPEWA VALLEY SCHOOLS | | 3,750.00 |
| 11/22/2021 | HP | 00500600 | 100375 | FERNDALE PUBLIC SCHOOLS | | 250.00 |
| 11/22/2021 | HP | 00500601 | 100217 | GIANT PLUMBING & HEATING SUPPLY | P2200037 | 187.70 |
| 11/22/2021 | HP | 00500602 | 100968 | JAMMARR HANES | | 80.00 |
| 11/22/2021 | HP | 00500604 | 100987 | SUPERIOR GROUNDCOVER INC | P2200218 | 15,660.00 |
| | | | | **Fund 110 Total:** | | **1,220,036.32** |
| **Fund: 220** | | | | | | |
| 11/04/2021 | HP | 00500513 | 100550 | AMAZON CAPITAL SERVICES INC | | 2,085.15 |
| 11/04/2021 | HP | 00500536 | 100446 | FAR THERAPEUTIC & PERFORMING ARTS | P2200059 | 3,015.81 |
| 11/04/2021 | HP | 00500543 | 100569 | INTEGRITY BUSINESS SOLUTIONS LLC | | 58.10 |
| 11/04/2021 | HP | 00500553 | 100543 | PETTY CASH | | 209.66 |
| 11/04/2021 | HP | 00500554 | 100543 | PETTY CASH | | 82.98 |
| 11/04/2021 | HP | 00500559 | 100515 | STAFF CONNECTIONS LLC | | 5,896.50 |
| 11/18/2021 | EH | 00000159 | 100550 | AMAZON CAPITAL SERVICES INC | | 257.24 |
| 11/18/2021 | EH | 00000166 | 100550 | AMAZON CAPITAL SERVICES INC | | 7.00 |
| 11/19/2021 | HP | 00500587 | 100589 | MILLENNIUM BUSINESS SYSTEMS | P2200010 | 1,257.19 |
| 11/19/2021 | HP | 00500593 | 100515 | STAFF CONNECTIONS LLC | | 5,674.83 |
| | | | | **Fund 220 Total:** | | **18,544.46** |
| **Fund: 250** | | | | | | |
| 11/18/2021 | EH | 00000160 | 100118 | CHARTWELLS DINING SERVICES | | 154,763.29 |
| 11/19/2021 | HP | 00500587 | 100589 | MILLENNIUM BUSINESS SYSTEMS | P2200010 | 177.19 |
| 11/19/2021 | HP | 00500591 | 100954 | RITEWAY SERVICE INC | | 405.00 |
| 11/22/2021 | HP | 00500599 | 100361 | DOWNRIVER REFRIGERATION SUPPLY | | 280.02 |
| 11/22/2021 | HP | 00500603 | 100954 | RITEWAY SERVICE INC | | 405.00 |
| | | | | **Fund 250 Total:** | | **156,030.50** |
| **Fund: 290** | | | | | | |
| 11/04/2021 | HP | 00500513 | 100550 | AMAZON CAPITAL SERVICES INC | P2200182 | 346.44 |

# Hazel Park Schools
## Check Register by Fund
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| Check Date | Check# | PE ID | Vendor Name | PO# | Amount |
|---|---|---|---|---|---|
| 11/04/2021 | HP 00500540 | 100681 | GREYSTONE GARDENS INC | | 2,689.00 |
| 11/18/2021 | EH 00000159 | 100550 | AMAZON CAPITAL SERVICES INC | P2200208 | 382.20 |
| 11/19/2021 | HP 00500567 | 100994 | CHIRCO T SHIRTS | | 1,547.00 |
| 11/19/2021 | HP 00500568 | 101001 | CUPP, WAYNE | | 14.75 |
| | | | **Fund 290 Total:** | | **4,979.39** |
| **Fund: 310** | | | | | |
| 11/19/2021 | HP 00500579 | 100695 | HUNTINGTON NATIONAL BANK | | 500.00 |
| | | | **Fund 310 Total:** | | **500.00** |
| **Fund: 420** | | | | | |
| 11/04/2021 | HP 00500521 | 100821 | BEST ASPHALT INC | | 23,510.00 |
| 11/19/2021 | HP 00500572 | 100038 | DELTA NETWORK SERVICES LLC | P2200001 | 12,100.00 |
| 11/19/2021 | HP 00500590 | 100257 | QUALIFIED ABATEMENT SERVICES INC | | 975.00 |
| | | | **Fund 420 Total:** | | **36,585.00** |
| | | | **Grand Total:** | | **1,436,675.67** |

End of Report

**Huntington Bank**
**Commercial Card Summary (P-Card)**
**For Month Ending - November 2021**

| Date of Trans | Card Holder | Vendor | Amount |
|---|---|---|---|
| 11/30/2021 | MICHELLE KRAUSE | AB* ABEBOOKS.CO J49TSS | 9.24 |
| 11/30/2021 | ACCOUNTS PAYABLE | HANOVER RESEARCH | 43,000.00 |
| 11/30/2021 | JAMIE BUCZKO | MICHIGAN MUSIC CONFERE | 95.00 |
| 11/30/2021 | JAMIE BUCZKO | CAROLINA BIOLOGIC SUPP | 732.52 |
| 11/30/2021 | MEGAN PAPASIAN-BROADWELL | SAMSCLUB #6659 | 185.34 |
| 11/30/2021 | SHEILA OKANE | LEARNING GIZMO S INC | 19.05 |
| 11/30/2021 | BRADLEY WILKINS | MSBO | 95.00 |
| 11/29/2021 | TAMMY SCHOLZ | AMZN MKTP US*9E6B13MM3 | 31.96 |
| 11/28/2021 | MEGAN PAPASIAN-BROADWELL | ADOBE PRODUCTS | 9.99 |
| 11/28/2021 | GREG RICHARDSON | TONYS ACE HDWE | 19.90 |
| 11/26/2021 | RICK NAGY | MEIJER # 227 | 441.96 |
| 11/25/2021 | MEGAN PAPASIAN-BROADWELL | SQ *DEBBY'S DOLLAR | 33.48 |
| 11/25/2021 | MICHELLE KRAUSE | SCHOLASTIC EDUCATION | (17.98) |
| 11/25/2021 | MICHELLE KRAUSE | SCHOLASTIC EDUCATION | (1.50) |
| 11/24/2021 | MEGAN PAPASIAN-BROADWELL | DOLLAR TREE | 5.00 |
| 11/24/2021 | MEGAN PAPASIAN-BROADWELL | MEIJER # 222 | 31.78 |
| 11/24/2021 | JASON ZIRNIS | AMZN MKTP US | (65.28) |
| 11/24/2021 | JASON ZIRNIS | AMZN MKTP US*AX1KF6WK3 | 27.36 |
| 11/24/2021 | CORRI NASTASI | TST* NEW YORK BAGEL - | 100.00 |
| 11/24/2021 | DEBRA DIMAS | KROGER #447 | 38.53 |
| 11/24/2021 | MEGAN PAPASIAN-BROADWELL | MEIJER # 222 | 19.98 |
| 11/24/2021 | CORRI NASTASI | AMZN MKTP US*047913KN3 | 15.99 |
| 11/24/2021 | MEGAN PAPASIAN-BROADWELL | JOANN STORES #690 | 27.18 |
| 11/23/2021 | CORRI NASTASI | AMZN MKTP US*546EY1WR3 | 111.24 |
| 11/23/2021 | ACCOUNTS PAYABLE | CUSTOMINK LLC | 3,047.00 |
| 11/23/2021 | ACCOUNTS PAYABLE | CLEAR RATE COMMUNICATI | 1,882.66 |
| 11/23/2021 | ACCOUNTS PAYABLE | CORRIGAN MOVING SYSTEM | 210.00 |
| 11/23/2021 | BRADLEY WILKINS | SQ *LION TECHNOLOGIES | 130.00 |
| 11/23/2021 | ROCHELLE TASSIE | MICHIGAN REGISTRY: THE | 5.00 |
| 11/23/2021 | BRADLEY WILKINS | SQ *LION TECHNOLOGIES | 260.00 |
| 11/22/2021 | CORRI NASTASI | KROGER #737 | 33.60 |
| 11/21/2021 | CHRISTINE LUPTAK | ROYAL ROOFING INC | 473.00 |
| 11/21/2021 | CHRISTINE LUPTAK | ECOLAB INC | 170.00 |
| 11/21/2021 | CHRISTINE LUPTAK | ECOLAB INC | 170.00 |
| 11/21/2021 | CHRISTINE LUPTAK | FERRELLGAS L P | 19.00 |
| 11/21/2021 | CHRISTINE LUPTAK | ECOLAB INC | 170.00 |
| 11/21/2021 | CHRISTINE LUPTAK | ECOLAB INC | 196.00 |
| 11/21/2021 | SHEILA OKANE | OAKLAND SCHOOLS-RC INT | 120.00 |
| 11/21/2021 | SHEILA OKANE | OAKLAND SCHOOLS-RC INT | 120.00 |
| 11/21/2021 | CHRISTINE LUPTAK | ECOLAB INC | 290.00 |
| 11/21/2021 | CHRISTINE LUPTAK | ECOLAB INC | 470.00 |
| 11/21/2021 | CHRISTINE LUPTAK | ECOLAB INC | 150.00 |
| 11/21/2021 | CHRISTINE LUPTAK | ECOLAB INC | 170.00 |
| 11/21/2021 | CHRISTINE LUPTAK | ECOLAB INC | 440.00 |
| 11/21/2021 | CHRISTINE LUPTAK | GRAINGER | 46.40 |
| 11/21/2021 | SHEILA OKANE | OAKLAND SCHOOLS-RC INT | 160.00 |
| 11/21/2021 | MEGAN PAPASIAN-BROADWELL | MEIJER # 222 | 32.37 |
| 11/21/2021 | KARLA GRAESSLEY | GFS STORE #0950 | 34.74 |
| 11/21/2021 | GREG RICHARDSON | DISCOUNT-TIRE-CO MID-1 | 97.27 |
| 11/21/2021 | GREG RICHARDSON | TONYS ACE HDWE | 34.16 |
| 11/21/2021 | BRADLEY WILKINS | PRECISION ROLLER | 219.78 |
| 11/21/2021 | MICHELLE KRAUSE | SCHOLASTIC, INC. | 93.39 |
| 11/21/2021 | MICHELLE KRAUSE | SCHOLASTIC, INC. | 65.45 |
| 11/21/2021 | MICHELLE KRAUSE | SCHOLASTIC, INC. | 104.39 |
| 11/21/2021 | MICHELLE KRAUSE | SCHOLASTIC, INC. | 109.89 |
| 11/21/2021 | JASON ZIRNIS | AMZN MKTP US*CZ6OA20N3 | 122.84 |
| 11/19/2021 | KARLA GRAESSLEY | HUNGRY HOWIES 575 | 67.26 |
| 11/19/2021 | CHRISTINE LUPTAK | R L DEPPMANN CO | 554.85 |
| 11/19/2021 | CHRISTINE LUPTAK | INTEGRITY BUSINESS SOL | 899.70 |

| | | | |
|---|---|---|---|
| 11/19/2021 | GINA BREW | SULLIVANS FLEET SERVIC | 533.87 |
| 11/19/2021 | KARLA GRAESSLEY | MEIJER # 027 | 15.24 |
| 11/19/2021 | JASON ZIRNIS | AMZN MKTP US*3Z8T11L33 | 68.94 |
| 11/19/2021 | GREG RICHARDSON | TONYS ACE HDWE | (4.75) |
| 11/19/2021 | CORRI NASTASI | MEIJER # 237 | 21.98 |
| 11/19/2021 | GREG RICHARDSON | TONYS ACE HDWE | 5.11 |
| 11/19/2021 | GREG RICHARDSON | TONYS ACE HDWE | 14.24 |
| 11/19/2021 | GREG RICHARDSON | TONYS ACE HDWE | 73.07 |
| 11/19/2021 | ACCOUNTS PAYABLE | SONITROL GREAT LAKES M | 294.98 |
| 11/18/2021 | MEGAN PAPASIAN-BROADWELL | MCKESSON MEDICAL SURGI | 532.42 |
| 11/18/2021 | CORRI NASTASI | PARTY CITY 551 | 20.00 |
| 11/18/2021 | BRADLEY WILKINS | APPLE.COM/US | (5.94) |
| 11/18/2021 | TAMMY SCHOLZ | AMZN MKTP US*HK4YB5MZ3 | 5.65 |
| 11/18/2021 | MICHELLE KRAUSE | GFS STORE #0240 | 164.25 |
| 11/18/2021 | JASON ZIRNIS | AMAZON.COM*1S15W0433 | 30.94 |
| 11/18/2021 | BRADLEY WILKINS | APPLE.COM/US | (5.94) |
| 11/17/2021 | CHRISTINE LUPTAK | AUTOZONE #2254 | 21.96 |
| 11/17/2021 | CHRISTINE LUPTAK | COCHRANE SUPPLY AND EN | 285.10 |
| 11/17/2021 | CHRISTINE LUPTAK | ORKIN  LLC 002 | 123.00 |
| 11/17/2021 | CHRISTINE LUPTAK | DAVEY TREE EXPERT COMP | 450.00 |
| 11/17/2021 | GREG RICHARDSON | TONYS ACE HDWE | 4.74 |
| 11/17/2021 | CORRI NASTASI | WM SUPERCENTER #3487 | 38.60 |
| 11/17/2021 | MEGAN PAPASIAN-BROADWELL | MEIJER # 222 | 40.15 |
| 11/17/2021 | CORRI NASTASI | WM SUPERCENTER #3487 | 28.62 |
| 11/17/2021 | CORRI NASTASI | TST* NEW YORK BAGEL - | 100.00 |
| 11/17/2021 | CHRISTINE LUPTAK | SQ *MECHANICAL SYSTEM | 1,687.44 |
| 11/16/2021 | KARLA GRAESSLEY | AMAZON.COM*137321LK3 | 75.25 |
| 11/16/2021 | MICHELLE KRAUSE | OTC BRANDS  INC | 94.64 |
| 11/16/2021 | JAMIE BUCZKO | SQ *DECA INC. | 102.00 |
| 11/16/2021 | KARLA GRAESSLEY | LEARNING GIZMO S INC | 64.00 |
| 11/16/2021 | MATTHEW MILLER | CORRIGAN MOVING SYSTEM | 210.00 |
| 11/16/2021 | JASON ZIRNIS | HILTON | 364.06 |
| 11/15/2021 | ACCOUNTS PAYABLE | REPUBLIC SERVICES TRAS | 225.59 |
| 11/15/2021 | JASON ZIRNIS | AMZN MKTP US*ZD7J14ET3 | 370.13 |
| 11/15/2021 | ACCOUNTS PAYABLE | TMOBILE*AUTO PAY | 1,612.69 |
| 11/15/2021 | CHRISTINE LUPTAK | REPUBLIC SERVICES TRAS | 3,157.40 |
| 11/15/2021 | SHEILA OKANE | LIBIB.COM | 11.00 |
| 11/15/2021 | MEGAN PAPASIAN-BROADWELL | AMZN MKTP US*Z87MW05H3 | 21.97 |
| 11/14/2021 | GREG RICHARDSON | TONYS ACE HDWE | 9.49 |
| 11/14/2021 | GINA BREW | SULLIVANS FLEET SERVIC | 1,921.10 |
| 11/14/2021 | ACCOUNTS PAYABLE | CONSUMERS ENERGY CO | 188.51 |
| 11/14/2021 | GREG RICHARDSON | TONYS ACE HDWE | 91.14 |
| 11/14/2021 | MICHELLE KRAUSE | MICHIGAN THANKSGIVING | 84.00 |
| 11/14/2021 | CORRI NASTASI | AMAZON.COM*ZN49B27K3 | 59.97 |
| 11/14/2021 | ACCOUNTS PAYABLE | CONSUMERS ENERGY CO | 166.50 |
| 11/12/2021 | CHRISTINE LUPTAK | DENNY'S HEATING AND CO | 2,384.25 |
| 11/12/2021 | CHRISTINE LUPTAK | APOC SALES INC. | 5,091.83 |
| 11/12/2021 | CHRISTINE LUPTAK | AIRGAS USA, LLC | 161.45 |
| 11/12/2021 | STEPHANIE DULMAGE | FIRST FOR INSPIRATION | 4,000.00 |
| 11/12/2021 | THOMAS OESTRIKE | EDDIES PIZZA | 15.00 |
| 11/12/2021 | MICHELLE KRAUSE | SQ *G-TEK PROFESSIONAL | 187.50 |
| 11/12/2021 | MEGAN PAPASIAN-BROADWELL | SAMS CLUB #6659 | 223.20 |
| 11/12/2021 | THOMAS OESTRIKE | WEISSMAN'S THEATRICAL | 254.90 |
| 11/11/2021 | CHRISTINE LUPTAK | BIGD LOCK & KEY | 214.50 |
| 11/11/2021 | TAMMY SCHOLZ | AMZN MKTP US*C84B80Y53 | 127.10 |
| 11/11/2021 | CHRISTINE LUPTAK | MORTIMER LUMBER | 11,623.51 |
| 11/11/2021 | CHRISTINE LUPTAK | STAX  *BISON PLUMBING | 110.00 |
| 11/11/2021 | CHRISTINE LUPTAK | GRAINGER | 151.76 |
| 11/11/2021 | CHRISTINE LUPTAK | DENNY'S HEATING AND CO | 190.00 |
| 11/11/2021 | ACCOUNTS PAYABLE | PROCARE SOFTWARE | 321.50 |
| 11/11/2021 | ACCOUNTS PAYABLE | TMOBILE*AUTO PAY | 2,000.00 |
| 11/11/2021 | JAMIE BUCZKO | PAYPAL *CCRESAEOTTA | 50.00 |
| 11/11/2021 | GREG RICHARDSON | TONYS ACE HDWE | 26.16 |
| 11/11/2021 | MEGAN PAPASIAN-BROADWELL | AMZN MKTP US*9045C5403 | 44.73 |
| 11/11/2021 | MEGAN PAPASIAN-BROADWELL | MICHIGAN REGISTRY: THE | 5.00 |

| | | | |
|---|---|---|---|
| 11/11/2021 | MEGAN PAPASIAN-BROADWELL | MICHIGAN REGISTRY: THE | 5.00 |
| 11/11/2021 | TAMMY SCHOLZ | AMZN MKTP US*H42CJ18H3 | 842.00 |
| 11/11/2021 | CHRISTINE LUPTAK | SULLIVANS FLEET SERVIC | 968.47 |
| 11/10/2021 | ACCOUNTS PAYABLE | BSN SPORTS LLC | 3,771.75 |
| 11/10/2021 | ROCHELLE TASSIE | MEIJER # 222 | 27.38 |
| 11/10/2021 | CHRISTINE LUPTAK | INTEGRITY TESTING AND | 283.00 |
| 11/10/2021 | THOMAS OESTRIKE | AMERICAN RED CROSS | 145.00 |
| 11/10/2021 | ACCOUNTS PAYABLE | CONSUMERS ENERGY CO | 115.99 |
| 11/10/2021 | MEGAN PAPASIAN-BROADWELL | KIRKLAND'S #924 | 44.76 |
| 11/10/2021 | CORRI NASTASI | TST* NEW YORK BAGEL - | 100.00 |
| 11/10/2021 | CORRI NASTASI | AMZN MKTP US*H53E598I3 | 47.96 |
| 11/10/2021 | GREG RICHARDSON | TONYS ACE HDWE | 3.41 |
| 11/10/2021 | MICHELLE KRAUSE | DOLLAR TREE, INC. | 36.00 |
| 11/10/2021 | ACCOUNTS PAYABLE | CONSUMERS ENERGY CO | 19.50 |
| 11/09/2021 | GINA BREW | SULLIVANS FLEET SERVIC | 802.67 |
| 11/09/2021 | MEGAN PAPASIAN-BROADWELL | DOLLAR TREE | 16.00 |
| 11/09/2021 | CORRI NASTASI | AMAZON.COM*K062H0QQ3 A | 139.93 |
| 11/09/2021 | CORRI NASTASI | AMZN MKTP US*591PC4MY3 | 35.97 |
| 11/08/2021 | CORRI NASTASI | #45 LAKESHORE LEARNING | 251.64 |
| 11/08/2021 | MICHELLE KRAUSE | GFS STORE #0950 | 162.75 |
| 11/08/2021 | CORRI NASTASI | AMZN MKTP US*ZN2QN0A43 | 79.90 |
| 11/08/2021 | DEBRA SCOTT | OAKLAND SCHOOLS-RC INT | 70.00 |
| 11/08/2021 | THOMAS OESTRIKE | EDDIES PIZZA | 80.00 |
| 11/08/2021 | TAMMY SCHOLZ | AMZN MKTP US*W44KN32L3 | 6.99 |
| 11/07/2021 | GINA BREW | CONTRACTORS NAT LAD/CO | 398.27 |
| 11/07/2021 | ROCHELLE TASSIE | DOLLAR TREE | 50.00 |
| 11/07/2021 | CHRISTINE LUPTAK | GEMINI FORMS AND SYSTE | 1,084.99 |
| 11/07/2021 | CHRISTINE LUPTAK | ATOMIC CLEANING SYSTEM | 51.00 |
| 11/07/2021 | SHEILA OKANE | GFS STORE #1907 | 99.08 |
| 11/07/2021 | TAMMY SCHOLZ | TACO BELL 033300 | 10.00 |
| 11/07/2021 | ACCOUNTS PAYABLE | CONSUMERS ENERGY CO | 243.17 |
| 11/07/2021 | ACCOUNTS PAYABLE | CONSUMERS ENERGY CO | 94.48 |
| 11/07/2021 | TAMMY SCHOLZ | TACO BELL 033300 | 10.00 |
| 11/07/2021 | TAMMY SCHOLZ | TACO BELL 033300 | 10.00 |
| 11/07/2021 | ACCOUNTS PAYABLE | CONSUMERS ENERGY CO | 94.15 |
| 11/05/2021 | ACCOUNTS PAYABLE | CONSUMERS ENERGY CO | 110.62 |
| 11/05/2021 | THOMAS OESTRIKE | EDDIES PIZZA | 120.00 |
| 11/05/2021 | ACCOUNTS PAYABLE | CONSUMERS ENERGY CO | 111.25 |
| 11/05/2021 | ACCOUNTS PAYABLE | CONSUMERS ENERGY CO | 21.94 |
| 11/05/2021 | ACCOUNTS PAYABLE | CONSUMERS ENERGY CO | 158.39 |
| 11/05/2021 | TAMMY SCHOLZ | SUBWAY 14707 | 10.00 |
| 11/05/2021 | TAMMY SCHOLZ | MCDONALD'S F13640 | 65.00 |
| 11/05/2021 | GREG RICHARDSON | TONYS ACE HDWE | 59.99 |
| 11/05/2021 | BRADLEY WILKINS | JUMPCLOUD INC | 122.00 |
| 11/05/2021 | TAMMY SCHOLZ | TIM HORTONS #911247 | 10.00 |
| 11/05/2021 | ACCOUNTS PAYABLE | CONSUMERS ENERGY CO | 26.84 |
| 11/04/2021 | CHRISTINE LUPTAK | ROYAL ROOFING INC | 4,184.00 |
| 11/04/2021 | TAMMY SCHOLZ | AMAZON.COM*2P8UB14S3 A | 7.43 |
| 11/04/2021 | CHRISTINE LUPTAK | JOHNSON CONTROLS FIRE | 2,965.47 |
| 11/04/2021 | CHRISTINE LUPTAK | GNE PAINT & SUPPLIES I | 56.85 |
| 11/04/2021 | CHRISTINE LUPTAK | DOWNRIVER REFRIGERATIO | 801.10 |
| 11/04/2021 | CHRISTINE LUPTAK | GRAINGER | 109.58 |
| 11/04/2021 | CHRISTINE LUPTAK | GRAINGER | 14.68 |
| 11/04/2021 | CHRISTINE LUPTAK | KILBURNS EQUIPMENT REN | 85.80 |
| 11/04/2021 | CHRISTINE LUPTAK | R L DEPPMANN CO | 474.30 |
| 11/04/2021 | CHRISTINE LUPTAK | COCHRANE SUPPLY AND EN | 698.57 |
| 11/04/2021 | CHRISTINE LUPTAK | OTIS ELEVATOR | 2,720.97 |
| 11/04/2021 | BRADLEY WILKINS | BESTBUYCOM806514358188 | 379.93 |
| 11/04/2021 | GREG RICHARDSON | TONYS ACE HDWE | 24.69 |
| 11/04/2021 | CHRISTINE LUPTAK | BILLINGS LAWN EQUIPMEN | 168.84 |
| 11/04/2021 | GREG RICHARDSON | TONYS ACE HDWE | 11.38 |
| 11/04/2021 | CHRISTINE LUPTAK | VIGILANTE SECURITY INC | 495.00 |
| 11/03/2021 | TAMMY SCHOLZ | AMZN MKTP US*9A8UD76W3 | 24.98 |
| 11/03/2021 | GREG RICHARDSON | TONYS ACE HDWE | 16.14 |
| 11/03/2021 | MICHELLE KRAUSE | HOMEDEPOT.COM | 620.88 |

| | | | |
|---|---|---|---|
| 11/03/2021 | MEGAN PAPASIAN-BROADWELL | MEIJER # 222 | 16.86 |
| 11/03/2021 | JAMIE BUCZKO | MCMASTER-CARR | 11.83 |
| 11/03/2021 | CHRISTINE LUPTAK | CONTRACTORS NAT LAD/CO | 141.84 |
| 11/03/2021 | THOMAS OESTRIKE | PEPSIBEVERAGECO | 351.25 |
| 11/03/2021 | DEBRA DIMAS | WF* WAYFAIR 3646007672 | 330.49 |
| 11/03/2021 | CORRI NASTASI | SAMSCLUB #6664 | 67.04 |
| 11/03/2021 | NICK NUGENT | A 1 FINGERPRINT | 70.00 |
| 11/02/2021 | MEGAN PAPASIAN-BROADWELL | PETRO PLASTICS CO | 618.93 |
| 11/02/2021 | TAMMY SCHOLZ | AMZN MKTP US*9S5E63GW3 | 16.95 |
| 11/02/2021 | THOMAS OESTRIKE | EDDIES PIZZA | 40.00 |
| 11/02/2021 | GREG RICHARDSON | TONYS ACE HDWE | 9.66 |
| 11/02/2021 | ACCOUNTS PAYABLE | DRIVERGENT HAND SANITI | 1,000.00 |
| 11/02/2021 | GREG RICHARDSON | TONYS ACE HDWE | 114.94 |
| 11/02/2021 | THOMAS OESTRIKE | JIMMY JOHNS - 2213 | 106.52 |
| 11/01/2021 | MEGAN PAPASIAN-BROADWELL | AMZN MKTP US*TB9HC6H43 | 79.95 |
| 11/01/2021 | MEGAN PAPASIAN-BROADWELL | AMZN MKTP US*TD2SS89L3 | 26.39 |
| | | | **124,570.47** |

| NAME | EVENT | DATES OF EVENT | LOCATION | ESTIMATED COST |
|---|---|---|---|---|
| IN STATE | | | | (Includes Sub) |
| Andrea Golden | Human Trafficking: Immigration adn Homelessness Connections | 11/16/21 | Virtual | $0.00 |
| Jennifer Lentz | Michigan Muisic Conference | 1/27-29, 2022 | Devos Place/Amway Grand Hotel/JW Marriott | $403.20 |
| Deborah Kondek | Cognitive Coaching | May 16-17, June 2-3, 2022 | Oakland Schools | $0.00 |

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|---|---|
| Book | Policy Manual |
| Section | Ready for Processing |
| Title | Vol. 36, No. 1 - September 2021 Revised DEFINITIONS |
| Code | po0100 |
| Status | |
| Adopted | May 15, 2017 |
| Last Revised | September 17, 2018 |

0100 - **DEFINITIONS**

Whenever the following items are used in these **( )** bylaws and policies **(X )** bylaws, policies and administrative guidelines, they shall have the meaning set forth below:

**Administrative Guideline**

A statement, based on policy, usually written, which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation.

**Agreement**

A collectively negotiated contract with a recognized bargaining unit.

**Apps and Services**

Apps and services are software (i.e., computer programs) that support the interaction of personal communication devices (as defined in Bylaw 0100) over a network, or client-server applications in which the user interface runs in a web browser. Apps and services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps and services also are used to facilitate communication to, from and among and between, staff, students, and parents, Board members and/or other stakeholders and members of the community.

**Board**

The Board of Education.

**Bylaw**

Rule of the Board for its own governance.

**Classified or Support Employee**

An employee who provides support to the District's program and whose position does not require a professional certificate.

**District**

The School District.

**Due Process**

Procedural due process requires prior knowledge (a posted discipline code), notice of offense (accusation), and the opportunity to respond.

Procedural due process may require consideration of statutorily mandated factors, right to counsel and/or confrontation or cross examination of witnesses, depending upon the situation.

**Family Member**

"Family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. (See Bylaw 0144.3)

**Full Board**

Authorized number of voting members entitled to govern the District.

**Information Resources**

The Board defines Information Resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, web sites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting or retrieving electronic communications.

**May**

This word is used when an action by the Board or its designee is permitted but not required.

**Meeting**

Any gathering which is attended by or open to all of the members of the Board, held with the intent on the part of the members of the body present to discuss or act as a unit upon the specific public business of that body.

**Parent**

The natural or adoptive parents or individuals with a valid power of attorney for the care and custody of the student for purposes other than educational placement. Parent also refers to any individual appointed by the State or court as a legal guardian or custodian for the student. Both parents will have equal access to records and rights regarding the student's education absent a court order restricting such rights.

**Personal Communication Devices**

Personal communication devices ("PCDs") include computers, laptops, tablets, e-readers, cellular/mobile phones, smartphones, **( )** telephone paging devices (e.g., beepers or pagers), **(X )** and/or other web-enabled devices of any type.

**Policy**

A general, written statement by the governing Board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

**President**

The chief executive officer of the Board of Education. (See Bylaw 0171.1)

**Principal**

The educational leader and head administrator of one (1) or more District schools or programs, as designated by the Board of Education. The Principal must hold an appropriate school administrator certificate or permit. The Principal is responsible for the supervision of the school or program consistent with Board policy and directives of the Superintendent and may delegate responsibility to subordinates as appropriate.

**Professional Staff Member**

An employee who implements or supervises one (1) or more aspects of the District's program and whose position requires a professional credential from the State.



**Relative**

The mother, father, sister, brother, spouse, parent of spouse, child, grandparents, grandchild, or dependent in the immediate household as defined in the negotiated, collectively-bargained agreement.

**Secretary**

The chief clerk of the Board of Education. (See Bylaw 0171.3)

**Shall**

This word is used when an action by the Board or its designee is required. (The word "will" or "must" also signifies a required action.)

**Social Media**

Social media are online platforms where users engage one another and/or share information and ideas through text, video, or pictures. Social media consists of any form of online publication or presence that allows interactive communication, including, but not limited to, text messaging, instant messspan>

The chief financial officer of the District. (See Bylaw 0171.4)

**Vice-President**

The Vice-President of the Board of Education. (See Bylaw 0171.2)

**Voting**

A vote at a meeting of the Board of Education. Except to accommodate the absence of any member of the Board due to military duty or for any other purpose permitted by law, Board members must be physically present to have their vote officially recorded in the Board minutes. ~~**( ) [OPTIONAL LANGUAGE] unless the Board member has notified the Board President prior to the meeting that s/he must participate remotely and the Board President approves remote participation by the Board member.**~~

Citations to Michigan Compiled Laws (M.C.L.) are shown as M.C.L. followed by the Section Number (e.g., M.C.L. 380.1438). Citations to the Michigan Administrative Code are prefaced A.C. Rule (e.g., A.C. Rule R380.221). Citations to the Federal Register are noted as FR, to the Code of Federal Regulations as C.F.R., and to the United States Code as U.S.C.

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Last Modified by Debbie Scott on November 11, 2021

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|---|---|
| Book | Policy Manual |
| Section | Ready for Processing |
| Title | Vol. 36, No. 1 - September 2021 Revised PUBLIC PARTICIPATION AT BOARD MEETINGS |
| Code | po0167.3 |
| Status | |
| Adopted | May 15, 2017 |
| Last Revised | March 15, 2021 |

0167.3 - **PUBLIC PARTICIPATION AT BOARD MEETINGS**

The Board of Education recognizes the value of public comment on educational issues and the importance of allowing members of the public to express themselves on District matters.

To permit fair and orderly public expression, the Board shall provide a period for public participation at public meetings of the Board and publish rules to govern such participation in Board meetings and in Board committee meetings. The rules shall be administered and enforced by the presiding officer of the meeting.

The presiding officer shall be guided by the following rules:

A. Public participation shall be permitted

**(X )** as indicated on the order of business.

**( )** before the Board takes official action on any issue of substance.

**( )** at a time as determined by the presiding officer.

B. Anyone with concerns related to the operation of the schools or to matters within the authority of the Board may participate during the designated public participation portion(s) ~~public portion~~ of a meeting.

C. **(X )** Attendees must register their intention to participate in the public participation portion of the meeting

(X ) upon their arrival at the meeting.

( ) within two (2) business days before the meeting.

( ) within ____ business days before the meeting.

**[DRAFTING NOTE: The time line for registration should be reasonably determined in consideration of the posting of the meeting agenda and should be consistently applied.]**

D. (X ) Individuals may not register others to speak during public participation.

E. **(X )** Participants must first be recognized by the presiding officer

**(X )** and will be requested to preface their comments by an announcement of their name;

**(X )** address;

**(X )** group affiliation, if and when appropriate.

F. **(X )** Each statement made by a participant shall be limited to three (_3_) minutes duration at the beginning of the meeting and one (1) minute at the public comment session at the end of the meeting~~.~~

G. ~~**( )** During the portion of the meeting designated for public participation, no participant may speak more than once on the same topic unless all others who wish to speak on that topic have been heard.No participant may speak more than once.~~

H. **(X )** Participants shall direct all comments to the Board and not to staff or other participants.

I. **(X )** The presiding officer may:

1. **(X )** interrupt, warn, or terminate a participant's session when they make comments that are repetitive, obscene, and/or comments that constitute a true threat (i.e., statements meant to frighten or intimidate one (1) or more specified persons into believing that they will be seriously harmed by the speaker or someone acting at the speaker's behest);~~prohibit public comments which are frivolous, repetitive, or harassing;~~

2. ~~**( )** interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;~~

3. **(X )** request any individual to stop speaking and/or leave the meeting when that person behaves in a manner that is disruptive of the orderly conduct and/or orderly progress of the meeting;

4. **(X )** request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;

5. **(X )** call for a recess or an adjournment to another time when the lack of public decorum so interferes with the conduct and/or orderly conduct of the meeting as to warrant such action;

6. **(X )** waive these rules.

**(X )** with the approval of the Board when necessary for the protection of privacy or the administration of the Board's business.

J. **(X )** The portion of the meeting during which the participation of the public is invited shall be limited to three (3) minutes at the beginning of meeting and one (1) minute at the end of the meeting, but the timeframe will be extended, if necessary, so that no one's right to address the Board will be denied.

**[**X **]** The Board may permit individuals to attend meetings remotely through live broadcast; however, public participation will be limited to those who are in attendance at the meeting site only. The Board is not responsible for any technology failures that prevent or disrupt any individual from attending remotely.

**OR**

**[ ]** The Board permits individuals who attend meetings remotely to participate in public participation, subject to the same rules that apply to individuals who attend in person. The Board is not responsible for any technology failures that prevent or disrupt any individual from attending and/or participating remotely.

Audio~~Tape~~ or video recordings are permitted subject to the following conditions:

A. No obstructions are created between the Board and the audience.

B. No interviews are conducted in the meeting room while the Board is in session.

C. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment.

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| Legal | M.C.L. 15.263(4)(5)(6), 380.1808 |

Last Modified by Debbie Scott on November 11, 2021

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|---|---|
| Book | Policy Manual |
| Section | Ready for Processing |
| Title | Copy of LEAVES OF ABSENCE |
| Code | po1430 |
| Status | |
| Adopted | October 19, 2020 |
| Prior Revised Dates | needed revisions and to be looked at by committee as of 6/3/2021 |

1430 - **LEAVES OF ABSENCE**

All administrative staff members not otherwise covered by the terms of a negotiated, collectively-bargained agreement of this District shall be entitled to the leave benefits which are not less than those provided in the master agreement with the paraprofessionals.

All requests for unpaid leaves of absence by administrative staff members shall be presented to the Board of Education for approval.

Any administrative staff member granted a leave of absence by the Board shall be considered to have terminated all work with the School District until the completion of the leave. Exceptions may be made by the Superintendent in cases where the best interest of the District might be served.

**Paid Medical Leave (PML)**

This policy provision applies to all District employees who are eligible to accrue paid medical leave under the Paid Medical Leave Act (PMLA). "Paid Leave" includes, but is not limited to, paid vacation days, paid personal days, and sick days. ~~paid time off (i.e. PTO)~~.

The District adopts:

**The Frontload Method**

The District will frontload forty (40) hours of Paid Medical Leave to eligible employees on July 1 of each year. No more than two (2) sick days may be used for personal business. ~~March 29, 2019, which will be prorated for the first year if the benefit year tracks the calendar year. In subsequent benefit years, the District will provide an eligible employee with forty (40) hours of paid medical leave on September 1 or day of contract for school year.~~

A benefit year is the consecutive twelve (12) month period indicated above used by the District to calculate an eligible employee's benefits.

An employee may use Paid Medical Leave under the PMLA for:

A. An employee or employee's family member's mental or physical illness, injury, health condition and medical diagnosis, care, or treatment, preventative medical care.

B. If the employee or the eligible employee's family member is a victim of domestic violence or sexual assault:

1. for medical, psychological or other counseling for physical or psychological injury or disability;
2. to obtain services from a victim services organization;
3. to relocate due to domestic violence or sexual assault;
4. to obtain legal services; and/or

5. to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

C. Closure of the employee's primary workplace due to a public health emergency or to provide care for a child whose school or place of care has been closed due to a public health emergency.

D. If health authorities or a health care provider have determined that the employee or employee's family member would jeopardize the health of others because of their exposure to a communicable disease regardless of whether employee or family member has actually contracted the communicable disease.

**Definitions**

A "family member" includes:

A. a biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis;

B. a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child;

C. an individual to whom the employee is "legally married under the laws of any state";

D. a grandparent or grandchild; and

E. a biological, foster, or adopted sibling.

PMLA leave must be used in ~~one (1) hour~~ one-half (1/2) day increments.

An eligible employee who is using Paid Medical Leave because of domestic violence or sexual assault may be required to provide documentation that the Paid Medical Leave has been used for that purpose.

Employees must follow the District's usual practice or procedure for requesting, although the District will give employees three (3) days to acquire the proper documentation if the time off is used for paid medical leave, for the reasons set forth above.

Employees will be paid at a rate equal to the greater of either the normal hourly or base wage rate for that employee or the minimum wage rate, at the time of absence. PMLA pay will not include overtime pay, holiday pay, bonuses, commissions, supplemental pay, piece-rate pay, or gratuities.

Employee will not be paid for unused, accrued PMLA leave time at the end of the benefit year or upon separation, voluntary or involuntary.

To the extent that any current collective bargaining agreements already provide all of the requirements of the PMLA, those are sufficient to address the District's obligations to that set of employees and will control the employees covered under the collective bargaining agreement instead of this policy.

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Last Modified by Debbie Scott on June 3, 2021

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|---|---|
| Book | Policy Manual |
| Section | Ready for Processing |
| Title | Copy of SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT |
| Code | po1623 |
| Status | |
| Adopted | May 15, 2017 |
| Last Revised | September 17, 2018 |
| Prior Revised Dates | committee has not done yet as 4/14/2021 |

1623 - **SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The Board of Education prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one (1) or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District’s program and/or activities. A reasonable accommodation is not required for an individual who is merely regarded as having a disability.
Compliance Officers

The Board designates the following individuals to serve as the District's 504 Compliance Officers/ADA Coordinators (hereinafter referred to as the "District Compliance Officers").

~~Dr. Amy Kruppe~~
~~Superintendent~~ Office of Human Resources
Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030
~~248-658-5221.~~ 248-658-5241
~~amy.kruppe@hazelparkschools.org.~~ humanresources@hazelparkschools.org

~~Dr. Michelle Krause~~ Tamaran Dillard
~~Supervisor of Special Education~~ Director of Student Support Services
Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030
~~248-658-5401~~ (248) 658-5206
~~michelle.krause@hazelparkschools.org.~~ tamaran.dillard@hazelparkschools.org

The names, titles, and contact information of these individuals will be published annually on the School District's web site and in the Student Handbook.

The District Compliance Officers are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the District Compliance Officers.

The District Compliance Officers will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. See below.

Training

The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative guidelines and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officers will be published on the District's website and posted throughout the District, and included ~~published~~ in the District's recruitment statements or general information publications.

Complaint Procedures

If a person believes that s/he has been discriminated against on the basis of his/her disability, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504"), employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of Section 504. In addition, employees will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

Internal complaints must be put in writing and must identify the specific circumstances or areas of dispute that have given rise to the complaint, and offer possible solutions to the dispute. The complaint must be filed with a District Compliance Officer within the time limits specified below. The District's Compliance Officer is available to assist individuals in filing a complaint.

Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination based upon disability. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights.

A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the District Compliance Officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the District Compliance Officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the District Compliance Officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) ~~calendar~~ days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the District Compliance Officer for good cause.

C. The District Compliance Officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The District Compliance Officer will provide the complainant with a written disposition of the complaint within ten (10) work days. If no decision is rendered within ten (10) ~~work~~ days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The District Compliance Officer shall maintain the District's files and records relating to the complaint.

D. The Superintendent will, within ten (10) ~~work~~ days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

   The Superintendent will render his/her decision within ten (10) ~~work~~ days of the hearing.

E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the Cc~~c~~omplainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

OCR Complaint

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"). The OCR can be reached at:

U.S. Department of Education
Office for Civil Rights
Cleveland Office
1350 Euclid Avenue
Suite 325
Cleveland, Ohio 44115
(216) 522-4970
FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: http://www.ed.gov/ocr

Retaliation

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual m~~53~~e a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or

this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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|---|---|
| Legal | 29 C.F.R. Part 1630 |
| | 29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended, |
| | 34 C.F.R. Part 104 |
| | 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended |

Last Modified by Debbie Scott on June 1, 2021

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|---|---|
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1662 - **ANTI-HARASSMENT**

**General Policy Statement**

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

**[X ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

~~For purposes of this policy, "School District community" means students, administrators, and professional and support staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.~~
~~For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).~~

**Other Violations of the Anti-Harassment Policy**

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

**Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

**Bullying**

Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

**"Harassment"** means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or

C. has the effect of substantially disrupting the orderly operation of a school.

**Sexual Harassment**

~~Pursuant to~~ For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, ~~and Title IX of the Educational Amendments of 1972,~~ "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any~~either~~ gender against a person of the same or another~~opposite~~ gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions ~~of a sexual nature~~, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, graffiti, video~~tapes~~, poster, audio recordings or literature, placed in the work or educational environment, that may reasonably ~~which may~~ embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romatic relationship.

J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

L. ~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

M. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

N. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

O. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

**Race/Color Harassment**

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

**Religious (Creed) Harassment**

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

**National Origin/Ancestry Harassment**

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

**Disability Harassment**

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability~~disabling condition~~, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

**Anti-Harassment Compliance Officers**

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

Office of Human Resources
Hazel Park School District
1620 E Elza Avenue
Hazel Park, Michigan 48030
(248) 658-5241

humanresources@hazelparkschools.org

The names, titles, and contact information of these individuals will be published annually on the District's web site, in the parent and staff handbooks, and each school's website.

The Compliance Officer(s) are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant, if age eighteen (18) or older, or Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

**Reports and Complaints of Harassing Conduct**

Members of the School District community~~, which includes all staff, and third parties~~ along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report~~complaint~~ shall file it with the ~~District's~~ ~~Anti-Harassment~~ Compliance Officer within two (2) days of receiving the report of harassment.~~at his/her first convenience~~.

Members of the School District community and Third Parties ~~or third parties~~ who believe they have been unlawfully harassed by another member of the School District community or a T~~t~~hird P~~p~~arty are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's~~complaining individual's~~ employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior and/or harassment to the ~~one (1) of the~~ ~~Anti-Harassment~~ Compliance Officers who shall investigate the allegation in accordance with this policy. If the alledged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the ~~his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide the Principal~~him/her~~ with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.



~~**Anti-Harassment Compliance Officers**~~

The Board designates the Human Resources Office Designees to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".
Office of Human Resources
Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030
248-658-5241
humanresources@hazelparkschools.org
The names, titles, and contact information of these individuals will be published annually:

A. in the parent and staff handbooks;

B. in the School District Annual Report to the public;

C. on the School District's web site;

D. on each individual school's web site;

E. in the School District's calendar.

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

**Investigation and Complaint Procedure (See Form 1662 F1)**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, anyAny employee or other member of the School District community or Tthird Pparty (e.g., visitor to the District) who believes that they haves/he has been subjected to unlawful harassment or retaliation may seek resolution of thehis/her complaint through either the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated. informal or formal procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights or Equal Employment Opportunity Commission ("EEOC").

**Informal Complaint Procedure**

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. third-party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a

formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it. ~~and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.~~

The Complainant~~Employees, other members of the School District community, or third parties who believe that they have been unlawfully harassed or retaliated against~~ may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated. ~~However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.~~

As an initial course of action, if a Complainant feels comfortable and safe in ~~an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe~~ doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing ~~harasser that the~~ conduct is unwelcome and must stop. ~~Such direct communication should not be utilized in circumstances involving sexual violence.~~ The Complainant~~complaining individual~~ should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant~~individual~~ if requested to do so. A~~n~~ Complainant~~individual~~ who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file~~inform the harasser of his/her complaint is not prohibited from otherwise filing~~ an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant~~An individual who believes s/he has been unlawfully harassed~~ may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) directly to one (1) of the Compliance Officers; and/or (3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one (1) of the Compliance Officers who will either facilitate an informal resolution as described below ~~on his/her own~~, or appoint another individual to facilitate an informal resolution.

The Board's ~~School District's~~ informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant~~individual claiming unlawful harassment~~, informal resolution may involve, but not be limited to, one (1) or more of the following:

A. Advising the Complainant~~individual~~ about how to communicate the unwelcome nature of the behavior to the Respondent~~alleged harasser~~.

B. Distributing a copy of this~~the anti-harassment~~ policy as a reminder to the individuals in the school building or office where the Respondent~~individual whose behavior is being questioned~~ works or attends.

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution. ~~between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.~~

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer /~~or~~ designee is directed~~will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) ~~business~~ days of receiving the informal complaint. If the Complainant is ~~Parties who are~~ dissatisfied with the ~~results of the~~ informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party ~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

**Formal Complaint Procedure**

If a complaint is not resolved through the informal complaint process, if one (1) of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, ~~if the individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

The Complainant~~An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant"~~, may file a formal complaint, either orally or in writing, with a teacher, Principal, the Compliance Officer, Superintendent, or other District official~~employee~~. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal

complaint within thirty (30) ~~calendar~~ days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official~~employee~~, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known~~it is available~~: the identity of the Respondent~~individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation~~; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent~~alleged harasser~~. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with ~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed ~~s/he deem~~ appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer / ~~or a~~ designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. A Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal ~~individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or Administrative Guidelines, including the Board's Anti-Harassment Policy. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) ~~business~~ days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) ~~business~~ days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer / ~~or the~~ designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. ~~Complainant has been subjected to unlawful harassment~~. The Compliance Officer's recommendations must be based upon the totality of the circumstances, ~~, including the ages and maturity levels of those involved~~. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer / ~~or the~~ designee, the Superintendent must either issue a written~~final~~ decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be

gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Tthird Pparty alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

**[X ]** The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

**Privacy/Confidentiality**

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent~~individual(s) against whom the complaint is filed~~, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity. ~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.~~

During the course of a formal investigation, the Compliance Officer or ~~his/her~~ designee will instruct all members of the School District community and Tthird Pparties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided~~s/he learns or that s/he provides~~ during the course of the investigation.

**Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful harassment / retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter~~, including the ages and maturity levels of those involved.~~ In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

**Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.



The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

~~Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.~~

**Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct**

State law requires any school teacher or school employee who knows or suspects that a child under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

**Education and Training**

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

**Retention of Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive ~~interim~~ measures offered and/or provided to the Complainant and/or the Respondent, ~~complainants and/or the alleged perpetrators,~~ including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks ~~or Codes of Conduct~~);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

N. **(X )** documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**

O. **(X )** documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;

P. **(X )** copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;

Q. **(X ) copies** of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;

R. **(X )** copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 9/17/18
Revised 6/15/20

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|---|---|
| Legal | Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. |
| | 20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA) |
| | 29 U.S.C. 621 et seq, Age Discrimination in Employment Act of 1967 |
| | 29 U.S.C. 6101, The Age Discrimination Act of 1975 |
| | 42 U.S.C. 2000e et seq. |
| | 42 U.S.C. 1983 |
| | 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act |
| | 29 C.F.R. Part 1635 |
| | Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq. |
| | 29 U.S.C. 794, Rehabilitation Act of 1973, as amended |
| | 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended |
| | The Handicappers' Civil Rights Act, M.C.L. 37.1101 et seq. |
| | The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq. |
| | Policies on Bullying, Michigan State Board of Education, 7-19-01 |
| | Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006 |
| | National School Boards Association Inquiry and Analysis – May 2008 |

Last Modified by Debbie Scott on June 2, 2021

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| Book | Policy Manual |
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| Title | Copy of NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY |
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2260 - **NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY**

Any form of discrimination or harassment can be devastating to an individual's academic progress, social relationship and/or personal sense of self-worth.

As such, the Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities.

The Board also does not discriminate on the basis of Protected Classes in its employment policies and practices as they relate to students, and does not tolerate harassment of any kind.

Equal educational opportunities shall be available to all students, without regard to the Protected Classes, age (unless age is a factor necessary to the normal operation or the achievement of any legitimate objective of the program/activity), place of residence within the boundaries of the District, or social or economic background, to learn through the curriculum offered in this District. Educational programs shall be designed to meet the varying needs of all students.

In order to achieve the aforesaid goal, the Superintendent shall:

A. **Curriculum Content**

review current and proposed courses of study and textbooks to detect any bias based upon Protected Classes, ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of both genders, various races, ethnic groups, etc. toward the development of human society;

B. **Staff Training**

develop an ongoing program of in-service training for school personnel designed to identify and solve problems of bias based upon Protected Classes in all aspects of the program;

C. **Student Access**

1. review current and proposed programs, activities, facilities, and practices to ensure that all students have equal access thereto and are not segregated on the basis of the Protected Classes in any duty, work, play, classroom, or school practice, except as may be permitted under State regulations;

2. verify that facilities are made available, in accordance with Board Policy 7510 - Use of School Facilities, for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society;



This language does not prohibit the District from establishing and maintaining a single-gender school, class, or program within a school if a comparable school, class, or program is made available to students of each gender.

D. **District Support**

verify that like aspects of the District program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. **Student Evaluation**

verify that tests, procedures, or guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of Protected Classes.

**Definitions:**

Words used in this policy shall have those meaning defined herein: words not defined shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means a business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

**District Compliance Officers**

The Board designates the Human Resources Office Designees to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs").

Office of Human Resources
Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030
248-658-5241
humanresources@hazelparkschools.org

Tamaran Dillard
Director of Student Services
Hazel Park School District
1620 E Elza Avenue
Hazel Park, MI 48030
248-658-5206
tamaran.dillard@hazelparkschools.org

The names, titles, and contact information of these individuals will be published annually on the School District's website and in the parent/student handbooks and on each individual school's website. ~~and on the School District's website.~~

The District will accommodate the use of certified service animals when there is an established need for such supportive aid in the school environment. Certain restrictions may be applied when necessary due to allergies, health, safety, disability or other issues of those in the classroom or school environment. The goal shall be to provide all students with the same access and participation

opportunities provided to other students in school. Confirmation of disability, need for a service animal to access the school programming, and current certification/training of the service animal may be required.

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination Act of 1975 is provided to students, their parents, staff members, and the general public. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

The Superintendent shall annually attempt to identify children with disabilities, ages 0-25, who reside in the District but do not receive public education.

The Board is committed to educating (or providing for the education of) each qualified person with a disability with persons who are not disabled to the maximum extent appropriate. Generally, the District will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment, even with the use of supplementary aids and services cannot be achieved satisfactorily. If the Board operates a separate class or facility that is identifiable as being for persons with disabilities, the facility, program, and activities and services must be comparable to the facilities, programs, and activities and services offered to students without a disability.

In addition, the Superintendent~~s/he~~ shall establish procedures to identify students who are Limited English Proficient (LEP), including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation and exit guidelines and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading and writing, on an annual basis (also see Policy 2225). The Superintendent is responsible for verifying that a concentration of students who are Limited English Proficient (LEP) in one or more programs is not the result of discrimination.

**Reports and Complaints of Unlawful Discrimination and Retaliation**

Students and Board employees are required, and all other members of the School District community and T~~t~~hird P~~p~~arties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the CO within two (2) ~~school~~ days.

Members of the School District community, which includes students or T~~t~~hird P~~p~~arties, who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's~~complaining individual's~~ employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may constitute unlawful discrimination based on a Protected Class, the Principal shall report the act to one of the COs who shall investigate the allegation in accordance with this policy. While the CO investigates the allegation, the Principal shall suspend the~~his/her~~ Policy 5517.01 investigation to await the CO's written report. The CO shall keep the Principal informed of the status of the Policy 2260 investigation and provide the Principal~~him/her~~ with a copy of the resulting written report.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports~~complaints~~ of unlawful discrimination/retaliation directly from any member of the School District community or a Third Party, or receive reports that are initially filed with another Board employee.~~visitor to the District, or receive complaints that are initially filed with a school building administrator.~~ Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation),~~complaint either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation)~~, or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent~~any person who files a complaint~~. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) ~~business~~ days of learning of the incident/conduct.



Any Board employee who directly observes unlawful discrimination/retaliation of a student is obligated, in accordance with this policy, to report such observations to one (1) of the COs within two (2) business days. Additionally, any Board employee who observes an

act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO /~~or~~ designee must contact the Complainant~~student~~, if age eighteen (18) or older, or the Complainant's~~student's~~ parents/guardians if the Complainant~~student~~ is under the age eighteen (18), within two (2) ~~school~~ days to advise s/he/them of the Board's intent to investigate the alleged wrongdoing.

**Investigation and Complaint Procedure**

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities, any student who alleges to have been~~Any student who believes that s/he has been~~ subjected to unlawful discrimination or retaliation may seek resolution of the~~his/her~~ complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged~~should make every effort~~ to file a complaint within thirty (30) ~~calendar~~ days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) ~~business~~ days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights ("OCR"). The Cleveland Office of the OCR can be reached at 1350 Euclid Avenue, Suite 325, Cleveland, Ohio 44115; Telephone: (216) 522-4970; Fax: (216) 522-2573; TDD: (216) 522-4944; E-mail: ocr.cleveland@ed.gov; Web: http://www.ed.gov/ocr.

**Informal Complaint Procedure**

The goal of the informal complaint procedure is to promptly~~quickly~~ stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who alleges unlawful discrimination or retaliation.~~believes s/he has been unlawfully discriminated or retaliated against.~~ This informal procedure is not required as a precursor to the filing of a formal complaint.

The informal process is only available in those circumstances where the Complainant and the Respondent mutually~~parties (the alleged target of the discrimination and individual(s) alleged to have engaged in the discrimination)~~ agree to participate in it.

The Complainant~~Students who believe that they have been unlawfully discriminated/retaliated against~~ may proceed immediately to the formal complaint process and individuals who participate in~~seek resolution through~~ the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community and~~against~~ a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe~~student feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe~~ doing so, the individual should tell or otherwise inform the Respondent that~~person who engaged in~~ the allegedly discriminatory/retaliatory conduct~~ that it~~ is inappropriate and must stop. The Complainant~~complaining individual~~ should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainant~~individuals~~ when taking this initial step or to intervene on behalf of the individual if requested to do so. A Complainant~~An individual~~ who is uncomfortable or unwilling to directly approach the Respondent about the inappropriate conduct may file~~inform the person who allegedly engaged in the unlawful conduct of his/her concerns is not prohibited from otherwise filing~~ an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination), ~~such as sexual discrimination,~~ the CO may advise against the use of the informal complaint process.

A Complainant who alleges unlawful discrimination/retaliation~~A student who believes s/he has been unlawfully discriminated/retaliated against~~ may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one (1) of the COs.

All informal complaints must be reported to one (1) of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant~~students who believe they are being unlawfully discriminated/retaliated against~~ with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the Complainant's wishes,~~wishes of the student claiming unlawful discrimination/retaliation,~~ informal resolution may involve, but not be limited to, one (1) or more of the following:

A. Advising the Complainant~~student~~ about how to communicate ~~his/her~~ concerns to the Respondent.~~person who allegedly engaged in the discriminatory/retaliatory behavior.~~

B. Distributing a copy of Policy 2260 – Non-Discrimination and Access to Equal Educational Opportunity ~~as a reminder~~ to the individuals in the school building or office where the Respondent ~~individual whose behavior is being questioned~~ works or attends.

C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution. ~~between the student claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.~~

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed ~~will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) ~~business~~ days of receiving the informal complaint. If the Complainant~~Parties who are~~ dissatisfied with the results of the informal complaint process, the Complainant may proceed to file a formal complaint, ~~.~~ a~~A~~nd, as stated above, either party~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

**Formal Complaint Procedure**

If a complaint is not resolved through the informal complaint process, if one (1) of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer determines the allegations are not appropriation for resolution through the informal process,~~student elects to file a formal complaint initially,~~ the formal
complaint process shall be implemented.

The Complainant~~A student who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant")~~ may file a formal complaint, either orally or in writing, with a teacher, Principal, or other District official~~employee~~ at the student's school, the CO, Superintendent, or another District official~~employee~~ who works at another school or at the District level. Due to the sensitivity surrounding complaints of unlawful discrimination, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) ~~calendar~~ days after the conduct occurs. If a Complainant informs a teacher, Principal, or other District official~~employee~~ at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO / designee within two (2) ~~business~~ days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision- making process.

All formal complaints must include the following information to the extent known~~it is available~~: the identity of the Respondent~~individual believed to have engaged in, or be engaging in; the discriminatory/retaliatory conduct~~; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. ~~person alleged to have engaged in the misconduct.~~ In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions deemed~~s/he deems~~ appropriate in consultation with the Superintendent.

Within two (2) ~~business~~ days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation. The~~A~~ principal will not conduct an investigation unless directed to do so by the CO.

Simultaneously, the CO will inform the Respondent that a formal~~individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent") that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) ~~business~~ days.

Although certain cases may require additional time, the CO or designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) ~~business~~ days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO / ~~or~~ designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful discrimination/retaliation of the Complainant. ~~Complainant has been subjected to unlawful discrimination/retaliation~~. The CO's recommendations must be based upon the totality of the circumstances, ~~, including the ages and maturity levels of those involved.~~ In determining if unlawful discrimination or retaliation occurred, a preponderance of evidence standard will be used. The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or designee, the Superintendent must either issue a written~~final~~ decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent shall issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent~~Complainant was subjected to unlawful discrimination/retaliation, s/he~~ must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the student alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The Complainant may be represented, at his/her own cost, at any of the above described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.
~~The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a Complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.~~

**Privacy/Confidentiality**

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity. ~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).~~

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided~~s/he learns and/or provides~~ during the course of the investigation.

**Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

**Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participate or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

**Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information, provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

The District will endeavor to assist the student and/or his/her parents in their access to District programs by providing notices to the parents and students in a language and format that they are likely to understand.

Materials approved by the State Department of Education describing the benefits of instruction in Braille reading and writing shall be provided to each blind student's individualized planning committee. The District shall not deny a student the opportunity for instruction in Braille, reading, and writing solely because the student has some remaining vision.

**Retention of Investigatory Records and Materials**

The Compliance Officer(s) are responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation, which may include,

but not be limited to:

A. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive~~interim~~ measures offered and/or provided to the Complainant and/or the Respondent,~~complainants and/or the alleged perpetrators,~~ including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks~~ or Codes of Conduct~~);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

N. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy;

O. **(X )** documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;

P. **(X )** copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;

Q. **(X )** copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;

R. **(X )** copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent. ~~complainant or the alleged perpetrator.~~

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

These investigative records and materials created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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| Legal | M.C.L. 380.1146, 380.1704, 37.1101 et seq., 37.2402, 37.1402, 37.2101-37.2804 |
| | Fourteenth Amendment, U.S. Constitution |
| | 20 U.S.C. Section 1681, Title IX of Education Amendments Act |
| | 20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974 |
| | 20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act |
| | 29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended |
| | 29 C.F.R. Part 1635 |
| | 42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964 |
| | 42 U.S.C. Section 2000ff et seq., The Genetic Information Nondiscrimination Act |
| | 42 U.S.C. 6101 et seq., Age Discrimination Act of 1975 |
| | 34 C.F.R. Part 110 (7/27/93) |
| | Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services, Department of Education, Office of Civil Rights, March 1979 |
| | 42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended |

Last Modified by Debbie Scott on June 1, 2021

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| Book | Policy Manual |
| Section | Ready for Processing |
| Title | Copy of SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY |
| Code | po2260.01 |
| Status | |
| Adopted | May 15, 2017 |
| Last Revised | September 17, 2018 |

2260.01 - **SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY**

Pursuant to Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1990, as amended ("ADA") and the implementing regulations (collectively "Section 504/ADA"), no otherwise qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Board of Education does not discriminate in admission or access to, or participation or treatment in its programs or activities. As such, the Board's policies and practices will not discriminate against students with disabilities and the Board will make its facilities, programs, and activities accessible to qualified individuals with disabilities.~~will make accessible to qualified individuals with disabilities its facilities, programs, and activities.~~ No discrimination will be knowingly permitted against any individual with a disability on the sole basis of that disability in any of the programs, activities, policies, and/or practices in the District.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one (1) or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aids and cochlear implants or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, assistive technology, reasonable accommodations or auxiliary aids or services, or learned behavioral or adaptive neurological modifications.

With respect to public preschool, elementary and secondary educational services, a qualified person with a disability means a disabled person:

A. who is of an age during which nondisabled persons are provided educational services;

B. who is of any age during which it is mandatory under Michigan law to provide educational services to disabled persons; or

C. to whom the State is required to provide a free appropriate public education pursuant to the Individuals with Disabilities Education Improvement Act (IDEIA).

With respect to vocational education services, a qualified person with a disability means a person with a disability~~disabled person~~ who meets the academic and technical standards requisite to admission or participation in the vocational program or activity. The

Board will not deny a student with disabilities access to its vocational education programs or courses due to architectural and/or equipment barriers, or because the student needs related aids or services to receive an appropriate education.

Compliance Officers
The Board designates the following individuals to serve as the District's 504 Compliance Officers/ADA Coordinators (hereinafter referred to as the "District Compliance Officers)".

~~Dr. Amy Kruppe.~~
~~Superintendent.~~ Office of Human Resources
Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030
~~248-658-5221.~~ 248-658-5241
~~amy.kruppe@hazelparkschools.org~~ humanresources@hazelparkschools.org

~~Dr. Michelle Krause~~ Tamaran Dillard
~~Supervisor of Special Education~~ Director of Student Support Services
Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030
248-658--~~5401~~ 5206
~~michelle.krause.~~ tamaran.dillard@hazelparkschools.org

The names, titles, and contact information of these individuals will be published annually in the parent/student and staff handbooks and on the School District's website and on each individual school's website.

Building Principals shall serve as Building Section 504/ADA Compliance Officers ("Building Compliance Officers").

The District Compliance Officers are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the ADA. A copy of Section 504 and the ADA, including copies of the implementing regulations, may be obtained from the District Compliance Officers.

The District Compliance Officers will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints.

The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. See below. The Board will further establish and implement a system of procedural safeguards in accordance with Section 504, including the right to an impartial due process hearing. See AG 2260.01B.
Training
The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative guidelines and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities
No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities. This includes, but is not limited to, providing accommodations to parents with disabilities who desire access to their child's educational program or meetings pertinent thereto. Programs and activities will be designed and scheduled so that the location and nature of the facility or area will not deny a student with a disability the opportunity to participate on the same basis as students without disabilities.

Educatio~~n~~

The Board is committed to identifying, evaluating, and providing a free appropriate public education (FAPE) to students within its jurisdiction who have a physical or mental impairment that substantially limits one or more major life activities, regardless of the nature or severity of their disabilities.

An appropriate education may include regular or special education and related aids and services to accommodate the unique needs of students with disabilities. For students with disabilities ~~disabled students~~ who are not eligible for specially designed instruction under the IDEIA, the special education and related aids and services (including accommodations/modifications/interventions) they need in order to have their needs met as adequately as the needs of nondisabled students are met, shall be delineated, along with their placement, in a Section 504 Plan (Form 2260.01A F13). Parents/guardians/custodians ("parents") are invited and encouraged to participate fully in the evaluation process and development of a Section 504 Plan. The quality of education services provided to students with disabilities will be equal to the quality of services provided to students without disabilities.

The Board is committed to educating (or providing for the education of) each qualified person with a disability who resides within the District with persons who are not disabled to the maximum extent appropriate. Generally, the District will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment, even with the use of supplementary aids and services cannot be achieved satisfactorily. If the District places a person in a setting other than the regular educational environment, it shall take into account the proximity of the alternate setting to the person's home. If the Board operates a separate class or facility that is idenitifiable as being for persons with disabilities, the facility, program, and activities and services must be comparable to the facilities, programs, and activities and services offered to students without a disability.

The District will provide non-academic extracurricular services and activities in such a manner as is necessary to afford qualified persons with disabilities an equal opportunity for participation in such services and activities. Non-academic and extracurricular services and activities may include counseling services, physical recreational athletics, transportation, health services, recreational activities, special interests groups or clubs sponsored by the District, referrals to agencies that provide assistance to persons with disabilities, and employment of students. In providing or arranging for the provision of meals and recess periods, and non-academic and extracurricular services and activities, including those listed above, the District will verify that persons with disabilities participate with persons without disabilities in such services and activities to the maximum extent appropriate.

Notice

Notice of the Board's policy on nondiscrimination in education practices and the identity of the District's Compliance Officer(s) will be republished on the District's website and posted throughout the District, and included~~published~~ in the District's recruitment statements or general information publications.

Complaint Procedures

If a person believes that s/he has been discriminated against on the basis of his/her disability, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504"), parents and students will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of Section 504. In addition, students and their parents will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights. Finally, students and parents will be advised of their right to request a due process hearing before an Impartial Hearing Officer (IHO) regarding the identification, evaluation or educational placement of persons with disabilities, including the right to participation by the student's parents or guardian and representation of counsel, and their right to examine relevant education records.

Internal complaints and requests for due process hearings must be put in writing and must identify the specific circumstances or areas of dispute that have given rise to the complaint or the request for a hearing, and offer possible solutions to the dispute. The complaint or request for due process hearing must be filed with a District Compliance Officer within specified time limits. The District's Compliance Officer is available to assist individuals in filing a complaint or request.

Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Internal Complaint Procedures

An internal complaint may be filed by a student and/or parent. A student and/or parent may initiate the internal complaint procedure when s/he/they believe that a violation, misapplication or misinterpretation of Section 504 has occurred. Additionally, the following procedure may be used for any disagreement with respect to actions regarding the identification, evaluation, or educational program or placement of students who are identified as disabled or believed to be disabled pursuant to Section 504, and are not eligible under the IDEIA, except in the case of disciplinary actions where the provisions of the Student Code of Conduct apply. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights or requesting a due process hearing.

**Step 1**

Investigation by the Building Compliance Officer: A student or parent may initiate an investigation by filing a written internal complaint with the Building Compliance Officer. The complaint should fully describe the circumstances giving rise to the dispute and how the child is adversely affected. The complaint must be filed as soon as possible, but not longer than thirty (30) ~~calendar~~ days after disclosure of the facts giving rise to the complaint. The Building Compliance Officer shall conduct an impartial investigation of the complaint. As part of the investigation, the Building Compliance Officer shall permit the complainant to present witnesses and

other evidence in support of the complaint. The investigation shall be completed within fifteen (15) ~~school~~ days of the written complaint being filed. The Building Compliance Officer will notify the complainant in writing of his/her decision.

**Step 2**

Appeal to the District Compliance Officer: If the complaint is not resolved satisfactorily at Step 1, the student or parent may appeal the Building Compliance Officer's decision in writing to the District Compliance Officer. The appeal must be made within five (5) ~~school~~ days following receipt of the Building Compliance Officer's decision. The District Compliance Officer will review the case, may conduct an informal hearing, and will notify all parties in writing of his/her decision within ten (10) ~~school~~ days of receiving the appeal.

**Step 3**

If the complaint is not resolved satisfactorily at Step 2, the student or parent may request a due process hearing, provided the complaint involves an issue related to the identification, evaluation, or placement of the student.

If it is determined that the Complainant was subjected to unlawful discrimination, the Building and District Compliance Officers~~COs~~ must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.
OCR Complaint
At any time, if a student or parent believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"). The OCR can be reached at:

U.S. Department of Education
Office for Civil Rights
Cleveland Office
1350 Euclid Avenue, Suite 325
Cleveland, Ohio 44115
(216) 522-4970
FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: http://www.ed.gov/ocr

Except in extraordinary circumstances, the OCR does not review the result of individual placement and other educational decisions, so long as the District complies with the "process" requirements of Subpart D of Section 504.
Retaliation
~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.



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| Legal | 29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended |
| | 34 C.F.R. Part 104 |
| | 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended |

Last Modified by Debbie Scott on June 2, 2021

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| Book | Policy Manual |
| Section | Ready for Processing |
| Title | Vol. 36, No. 1 - September 2021 Revised EMPLOYMENT OF PROFESSIONAL STAFF |
| Code | po3120 |
| Status | |
| Adopted | May 15, 2017 |
| Last Revised | June 15, 2020 |

3120 - **EMPLOYMENT OF PROFESSIONAL STAFF**

The Board of Education recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with highly-qualified and competent personnel. ~~Further, pursuant to the Administrative Rules Governing the Certification of Michigan Teachers, t~~The Board requires that anyone employed as a professional staff member with instructional responsibilities in an elementary or secondary school in this District hold a certificate, permit, or vocational authorization valid for the positions to which s/he is assigned~~, and that the individual meets the established criteria to be highly qualified in his/her assignment~~.

The Board shall approve the employment, and also, when not covered by the terms of a negotiated, collectively-bargained agreement, fix the compensation, and establish the term of employment for each professional staff member employed by the Board.

Individuals employed in the following categories shall be considered members of the professional staff:

A. **(X )** Teachers

B. **(X )** Ancillary Staff

C. **(X )** Administration

D. **( )** _____

E. **( )** _____

F. **( )** _____

G. **( )** _____

All professional staff are subject to a criminal history record check. See Policy 3121.

**[X ]** Such approval shall be given only to those candidates for employment recommended by the Superintendent.

**[ ]** Such approval shall be given only to those candidates for employment chosen by the Board from a group selected by the Superintendent.

**[X ]** When any recommended candidate has been rejected by the Board, the Superintendent shall make a substitute recommendation.

**[X ]** All applications for employment shall be referred to the Director of Human Resources.

Relatives of Board members may be employed by the Board, provided the Board member does not participate in any way in the discussion or vote on the employment when a conflict of interest is involved.

**[X ]** Relatives of staff members may be employed by the Board, provided the staff member being employed is not placed in a position in which s/he would be supervised directly by the relative staff member.

**[X ]** The Board will not employ (but may reemploy) the

**(X )** children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a Board member.

**( )** children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a regular full-time professional staff member.

**[X ]** Applications for employment will not be accepted from any current District Board member. If a Board member wishes to apply for a position, his/her resignation must be accepted by the Board prior to submitting an application.

**[X ]** Any professional staff member's intentional misstatement of fact or omission material to his/her qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

**[X ]** The temporary employment of professional staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in the educational program. Employment shall be recommended to the Board at the next regular meeting.

**[X ]** No candidate for employment to the professional staff as a nonadministrator shall receive recommendation for such employment without having proffered visual evidence of proper certification or that application for such certification is in process, except as otherwise permitted by law.~~under the following circumstances:~~

A. ~~The Superintendent may employ noncertificated, nonendorsed teachers to teach, in grades 9-12, a course in computer science, foreign language, mathematics, biology, chemistry, engineering, physics, robotics, or any other course approved by the State Board, providing they meet all of the conditions established by law and by the Superintendent.~~

B. ~~The Superintendent may also employ a teacher without a valid teaching certificate as a substitute teacher, on a day-to-day basis, if the person has at least sixty (60) semester hours of college credit or an associate degree from a college, university or community college and, for substitute teaching in grades 9 to 12, or for a full school year if the person has met all other conditions established by law and by the Superintendent.~~

C. ~~The Superintendent may hire an individual who does not hold a valid teaching certificate to serve in a counseling, social worker or speech pathologist role provided s/he meets all the requirements established by law. Policy 3120 and Policy 3121 shall apply with respect to that individual in the same manner required for employing a person with a teaching certificate.~~

D. ~~The Superintendent may employ noncertificated teachers to teach in an industrial technology education program or career and technical education program providing they meet all of the conditions established by law and by the Superintendent.~~

Prior to hiring an applicant, the Superintendent shall obtain from the applicant a signed Consent to Obtain Records (Form 3120 F2) and shall obtain from the applicant's current or immediately-previous employer any records, including the applicant's personnel file relating to unprofessional conduct in which the applicant engaged. Any such records are to be reviewed prior to a recommendation for employment and may be disclosed to those individuals directly involved in evaluating the applicant's qualifications.

The Superintendent shall prepare administrative guidelines for the recruitment and selection of all professional staff.

~~**REQUIREMENTS FOR HIGHLY QUALIFIED STATUS**~~
~~Pursuant to State law, "Highly Qualified" means:~~

A. ~~full State certification as a teacher or passed State teacher licensing exam and holds current license to teach; certification or license requirements may not be waived on emergency, temporary, or provisional basis;~~
B. ~~for elementary teachers new to the profession, this also requires:~~

    1. ~~at least a bachelor's degree;~~

    2. ~~passing a rigorous State test on subject knowledge and teaching skills in reading, writing, math, and other areas of elementary curriculum (State certification test may suffice);~~
C. ~~for secondary or middle school teachers new to the profession this also requires:~~

    1. ~~at least a bachelor's degree, and~~
    2. ~~passing a rigorous State test in each of the subject areas s/he will teach (State certification test may suffice), or~~
    3. ~~for each academic subject taught, having an academic major, course work equivalent to an undergraduate major, a graduate degree, or advanced certification or credentialing;~~
D. ~~for elementary, middle, or secondary school teachers with prior experience, this also requires:~~

1. ~~at least a bachelor's degree, and~~
2. ~~meets standards for new teachers (above), or~~
3. ~~demonstrates competence in all academic subjects s/he teaches based on a uniform State standard of evaluation (standard for academic subject matter and teaching skills set by the State).~~

**~~REQUIREMENTS FOR TEACHERS IN DISTRICT RECEIVING TITLE I FUNDING~~**

~~All teachers hired for a Title I supported program or a core subject area must be "highly qualified."~~
~~As a condition of employment, all newly hired teachers in a Title I supported program or in core subject areas shall be required to submit documentation that they are "highly qualified" as described above.~~
~~As designated by Federal law, core subject areas shall include the following: English, reading or language arts, science (which includes physics, chemistry, biology, earth science, and physical science), mathematics, arts (which includes instrumental music, vocal music, visual arts, dance, and drama/theater), foreign languages, government and civics, history, economics and geography.~~
~~The Superintendent shall prepare a plan that will result in all teachers who are employed in professional staff positions with instructional responsibilities in Title I supported programs and/or core subject areas to be highly qualified by a date specific, and the Superintendent shall show annual progress towards meeting these teacher qualification requirements.~~

M.C.L. 380.1229 – 1231, 380.1233, 380.1233b, 380.1237, 380.1531d, 380.623
~~20 U.S.C. 6319 & 7801~~
R 390.1105

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Legal M.C.L. 380.1229 – 1231, 380.1233, 380.1233b, 380.1237, 380.1531d, 380.623
R 390.1105

Last Modified by Debbie Scott on November 11, 2021

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| Book | Policy Manual |
| Section | Ready for Processing |
| Title | Copy of SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT |
| Code | po3123 |
| Status | |
| Adopted | May 15, 2017 |
| Last Revised | September 17, 2018 |

3123 - **SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The Board of Education prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one (1) or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District’s program and/or activities. A reasonable accommodation is not required for an individual who is merely regarded as having a disability.
Compliance Officers

The Board designates the following individuals to serve as the District's 504 Compliance Officers)/ADA Coordinators (hereinafter referred to as the "District Compliance Officers").



~~Dr. Amy Kruppe~~

~~Superintendent.~~ Office of Human Resources
Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030
~~248-658-5221~~248-658-5241
~~amy.kruppe@hazelparkschools.org~~humanresources@hazelparkschools.org

~~Dr. Michelle Krause~~ Tamaran Dillard
~~Supervisor of Special Education~~ Director of Student Support Services
Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030
248-658-~~5401~~5206
~~michelle.krause~~ tamaran.dillard@hazelparkschools.org

The names, titles, and contact information of these individuals will be published annually on the School District's web site and in the Student Handbook.

The District Compliance Officers are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the District Compliance Officers.

The District Compliance Officers will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. See below.

Training

The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative guidelines and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officers will be published on the District's website and posted throughout the District, and included~~published~~ in the District's recruitment statements or general information publications.

Complaint Procedures

If a person believes that s/he has been discriminated against on the basis of his/her disability, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504"), employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of Section 504. In addition, employees will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

Internal complaints must be put in writing and must identify the specific circumstances or areas of dispute that have given rise to the complaint, and offer possible solutions to the dispute. The complaint must be filed with a District Compliance Officer within the time limits specified below. The District's Compliance Officer is available to assist individuals in filing a complaint.

Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination based upon disability. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights.

A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the District Compliance Officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the District Compliance Officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the District Compliance Officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) ~~calendar~~ days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the District Compliance Officer for good cause.

C. The District Compliance Officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The District Compliance Officer will provide the complainant with a written disposition of the complaint within ten (10) ~~work~~ days. If no decision is rendered within ten (10) ~~work~~ days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The District Compliance Officer shall maintain the District's files and records relating to the complaint.

D. The Superintendent will, within ten (10) ~~work~~ days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

   The Superintendent will render his/her decision within ten (10) ~~work~~ days of the hearing.

E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the C~~c~~omplainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

OCR Complaint

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"). The OCR can be reached at:

U.S. Department of Education
Office for Civil Rights
Cleveland Office
1350 Euclid Avenue
Suite 325
Cleveland, Ohio 44115
(216) 522-4970
FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: http://www.ed.gov/ocr

Retaliation

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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| Legal | 29 C.F.R. Part 1630 |
| | 29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended |
| | 34 C.F.R. Part 104 |
| | 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended |

Last Modified by Debbie Scott on November 11, 2021

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| Section | Ready for Processing |
| Title | Copy of ANTI-HARASSMENT |
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| Status | |
| Adopted | May 15, 2017 |
| Last Revised | November 16, 2020 |

3362 - **ANTI-HARASSMENT**

**General Policy Statement**

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age (except as authorized by law), religion, height, weight, marital or family status, military status, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

**[X ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

~~For purposes of this policy, "School District community" means students, administrators, and professional and support staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.~~
~~For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).~~

**Other Violations of the Anti-Harassment Policy**

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.



**Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

**Complainant** is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

**Respondent** is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

**School District community** means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

**Third Parties** include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

**Day(s):** Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

**Bullying**

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

**"Harassment"** means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or



C. has the effect of substantially disrupting the orderly operation of a school.

**Sexual Harassment**

Pursuant to Title VII of the Civil Rights Act of 1964 ~~and Title IX of the Educational Amendments of 1972,~~ "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of ~~either~~ any gender against a person of the same or ~~opposite~~another gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions ~~of a sexual nature~~, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, graffiti, videos~~tapes~~, posters, audio recordings or literature, placed in the work or educational environment, that may reasonably~~which may~~ embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

G. Asking about, or telling about, sexual fantasies, sexual prefeences, or sexual activities.
H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
J. Leering or staring at someone in a sexual way, such as staring at a person's breats, buttocks. or groin.
K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

L. ~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

M. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

N. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

O. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

**NOTE:** Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery". The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.

**Race/Color Harassment**

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

**Religious (Creed) Harassment**

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

**National Origin/Ancestry Harassment**

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

**Disability Harassment**

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability~~disabling condition~~, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

**Anti-Harassment Compliance Officers**

The Board designates the Human Resources Office Designees to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

Office of Human Resources
Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030
248-658-5241
humanresources@hazelparkschools.org

The names, titles, and contact information of these individuals will be published annually on the School District's website and in the parent and staff handbooks and on the School District's website.

The Compliance Officer(s) are responsbile for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

**Reports and Complaints of Harassing Conduct**

Members of the School District community~~, which includes all staff, and third parties~~ along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report~~complaint~~ shall file it with the ~~District's Anti-Harassment~~ Compliance Officer within two (2) days of receiving the report of the harassment. ~~at his/her first convenience.~~

Members of the School District community ~~or third parties~~and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party~~third party~~ are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's~~complaining individual's~~ employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior and/or harassment to the~~one of the Anti-Harassment~~ Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the~~his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide the Principal~~him/her~~ with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

~~**Anti-Harassment Compliance Officers**~~
~~The Board designates the Human Resources Office Designees to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".~~
~~Office of Human Resources~~
~~Hazel Park School District~~
~~1620 E. Elza Avenue~~
~~Hazel Park, MI 48030~~
~~248-658-5241~~
~~humanresources@hazelparkschools.org~~
~~The names, titles, and contact information of these individuals will be published annually on the School District's website and in the parent and staff handbooks and on the School District's website.~~

~~The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.~~

~~Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.~~
~~Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.~~

**Investigation and Complaint Procedure (See Form 3362 F1)**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any~~Any~~ employee or other member of the School District community or Third Party~~third party~~ (e.g., visitor to the District) who believes that they have~~s/he has~~ been subjected to unlawful harassment may seek resolution of the~~his/her~~ complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated. ~~either the informal or formal procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.~~

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) ~~calendar~~ days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The ~~informal and formal~~ procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights and / or Equal Employment Opportunity Commission ("EEOC").

**Informal Complaint Procedure**

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and ~~to investigate and~~ facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. ~~third party who believes s/he has been unlawfully harassed or retaliated against~~. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant the Respondent mutually agree to particpate in it. ~~and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.~~

The Complainant~~Employees, other members of the School District community, or third parties who believe that they have been unlawfully harassed or retaliated against~~ may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community or a Third Party and student will be formally investigated. ~~However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.~~

As an initial course of action, if a Complainant feels comfortable and safe in~~an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe~~ doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing~~harasser that the conduct is unwelcome and~~ must stop. ~~Such direct communication should not be utilized in circumstances involving sexual violence.~~ The Complainant~~complaining individual~~ should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant~~individual~~ if requested to do so. A Complainant~~An individual~~ who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct mayfile~~inform the harasser of his/her complaint is not prohibited from otherwise filing~~ an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.



A Complainant~~An individual who believes s/he has been unlawfully harassed~~ may make an informal complaint, either orally or in

writing: (1) to a teacher, other employee, or building administrator; (2) directly to one of the Compliance Officers; and/or (3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below ~~on his/her own~~, or appoint another individual to facilitate an informal resolution.

The Board's ~~School District's~~ informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant~~individual claiming unlawful harassment~~, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainant~~individual~~ about how to communicate the unwelcome nature of the behavior to the Respondent~~alleged harasser~~.

B. Distributing a copy of this~~the anti-harassment~~ policy as a reminder to the individuals in the school building or office where the Respondent works or attends. ~~individual whose behavior is being questioned works or attends.~~

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution. ~~between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.~~

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer / ~~or~~ designee is directed~~will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is~~Parties who are~~ dissatisfied with the ~~results of the~~ informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

**Formal Complaint Procedure**

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, ~~if the individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

The Complainant~~An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant";~~ may file a formal complaint, either orally or in writing, with a teacher, Principal, the Compliance Officer, Superintendent, or other District ~~employee~~ official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) ~~calendar~~ days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District officialemployee, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent knownit is available: the identity of the Respondent~~individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation~~; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. ~~alleged harasser.~~ In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer / ~~or a~~ designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal~~individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and / or administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) ~~business~~ days.

Although certain cases may require additional time, the Compliance Officer / ~~or a~~ designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer / ~~or the~~ designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. ~~Complainant has been subjected to unlawful harassment~~. The Compliance Officer's recommendations must be based upon the totality of the circumstances,~~, including the ages and maturity levels of those involved.~~ In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer /~~or the~~ designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final writtendecision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party~~third-party~~ alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

[X ] The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

**Privacy/Confidentiality**

The ~~Schoo~~l District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent~~individual(s) against whom the complaint is filed~~, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity. ~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.~~

During the course of a formal investigation, the Compliance Officer /~~or his/her~~ designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided~~s/he learns or that s/he provides~~ during the course of the investigation.

**Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful harassment / retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

**Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil right law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

~~Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.~~

**Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct**

State law requires any school teacher or school employee who knows or suspects that a child under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

**Education and Training**

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent~~ or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

**Retention of Investigatory Records and Materials**

The Compliance Officer(s) are responsbile for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to full its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive~~interim~~ measures offered and/or provided to the Complainant and / or the Respondent,~~complainants and/or the alleged perpetrators,~~ including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks~~ or Codes of Conduct)~~;

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

N. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

O. (X) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;

P. (X) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;

Q. (X) copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting or hearing;

R. (X) copies of any documentation or evidence used during the informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 6/15/20

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| Legal | Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. |
| | 20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA) |
| | 29 U.S.C. 621 et seq, Age Discrimination in Employment Act of 1967 |
| | 29 U.S.C. 6101, The Age Discrimination Act of 1975 |
| | 42 U.S.C. 2000e et seq. |
| | 42 U.S.C. 1983 |
| | 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act |
| | 29 C.F.R. Part 1635 |
| | Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq. |
| | 29 U.S.C. 794, Rehabilitation Act of 1973, as amended |
| | 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended |
| | The Handicappers' Civil Rights Act, M.C.L. 37.1101 et seq. |
| | The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq. |
| | Policies on Bullying, Michigan State Board of Education, 7-19-01 |
| | Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006 |
| | National School Boards Association Inquiry and Analysis – May 2008 |

Last Modified by Debbie Scott on November 11, 2021

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|---|---|
| Book | Policy Manual |
| Section | Ready for Processing |
| Title | Copy of Vol. 33, No. 2 - February 2019 Revised LEAVES OF ABSENCE |
| Code | po3430 |
| Status | |

3430 - **LEAVES OF ABSENCE**

All professional staff members not otherwise covered by the terms of a negotiated, collectively-bargained agreement of this District shall be entitled to the leave benefits which are not less than those provided in the master agreement with the paraprofessionals.

All requests for unpaid leaves of absence by professional staff members shall be presented to the Board of Education for approval.

Any professional staff member granted a leave of absence by the Board shall be considered to have terminated all work with the School District until the completion of the leave. Exceptions may be made by the Superintendent in cases where the best interest of the District might be served.

~~[DRAFTING NOTE: THIS POLICY LANGUAGE SHOULD ONLY BE USED IF THE DISTRICT DOES NOT ALREADY HAVE A POLICY OR COLLECTIVE BARGAINING PROVISIONS RELATING TO PAID TIME OFF; IF THE DISTRICT DOES HAVE SUCH POLICY(IES) OR CBA LANGUAGE, THE DISTRICT SHOULD HAVE ITS LOCAL COUNSEL REVIEW AND REVISE ITS CURRENT PTO POLICY AND/OR COLLECTIVE BARGAINING AGREEMENT LANGUAGE AS NECESSARY TO COMPLY WITH THE PMLA IN LIEU OF CHOOSING THIS OPTIONAL LANGUAGE]~~

**[X ] Paid Medical Leave (PML)**

This policy provision applies to all District employees who are eligible to accrue paid medical leave under the Paid Medical Leave Act (PMLA). "Paid Leave" includes, but is not limited to, paid vacation days, paid personal days, and paid sick days ~~time off (i.e. PTO)~~.

The District adopts **[CHOOSE ONE (1) OF THE TWO (2) FOLLOWING OPTIONS]**

~~[ ] [OPTION #1]~~
~~The Accrual Method~~
~~Each eligible employee will accrue one (1) hour of Paid Medical Leave for every thirty-five (35) hours worked, but not more than one hour of paid medical leave in a calendar week ( ) limited to a maximum of forty (40) hours per benefit year. Eligible employees may carry over ( ) forty (40) hours ( ) ____ [some number higher than forty (40)] _____ of accrued but unused paid medical leave time to the next benefit year. Paid medical leave will begin accruing on ( ) March 29, 2019, or upon a new hire's start date ( ) however, new employees must wait ninety (90) days after the commencement of employment to use accrued time. ( ) The District will prorate paid leave for eligible employees hired during a benefit year.~~

**[X ] [OPTION #2]**

**The Frontload Method**

The District will frontload ~~forty (40) hours of Paid Medical Leave~~ twelve (12) days of sick leave to eligible employees on July 1 of each year. No more than two (2) sick leave days may be used for personal business. ~~March 29, 2019, which will be prorated for the first year if the benefit year tracks the calendar year. ( ) No carryover of paid medical leave is permitted. In subsequent benefit years, the District will provide an eligible employee with forty (40) hours of paid medical leave on )( March 29 ( ) _____ [INSERT THE START DATE OF THE NEW BENEFIT YEAR]. An employee cannot carry over unused paid medical leave to the next benefit year.~~

A benefit year is the consecutive twelve (12) month period indicated above used by the District to calculate an eligible employee's benefits.

**[END OF OPTIONS]**

**An employee may use Paid Medical Leave under the PMLA for:**

A. An employee or employee's family member's mental or physical illness, injury, health condition and medical diagnosis, care, or treatment, preventative medical care.

B. If the employee or the eligible employee's family member is a victim of domestic violence or sexual assault:

1. for medical, psychological or other counseling for physical or psychological injury or disability;
2. to obtain services from a victim services organization;
3. to relocate due to domestic violence or sexual assault;
4. to obtain legal services; and/or
5. to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

C. Closure of the employee's primary workplace due to a public health emergency or to provide care for a child whose school or place of care has been closed due to a public health emergency.

D. If health authorities or a health care provider have determined that the employee or employee's family member would jeopardize the health of others because of their exposure to a communicable disease regardless of whether employee or family member has actually contracted the communicable disease.

**Definitions**

A "family member" includes:

A. a biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis;

B. a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child;

C. an individual to whom the employee is "legally married under the laws of any state; "

D. a grandparent or grandchild; and

E. a biological, foster, or adopted sibling.

~~[DRAFTING NOTE: IF THE DISTRICT HAS A DIFFERENT WRITTEN POLICY OR COLLECTIVE BARGAINING PROVISION THAT ADDRESSES INCREMENTAL LEAVE, IT SHOULD NOT SELECT THE ONE (1) HOUR INCREMENT OPTION, BUT SHOULD INSTEAD REFER TO THE APPROPRIATE WRITTEN POLICY OR CBA.]~~

**[**X **]** PMLA leave must be used in ~~one (1) hour increments ( ) )(~~ one half (1/2) day increments ~~DRAFTING NOTE: MAY INSERT A LONGER INCREMENT. [END OF OPTIONS]~~

An eligible employee who is using Paid Medical Leave because of domestic violence or sexual assault may be required to provide documentation that the Paid Medical Leave has been used for that purpose.

Employees must follow the District's usual practice or procedure for requesting, although the District will give employees three (3) days to acquire the proper documentation if the time off is used for paid medical leave, for the reasons set forth above.

Employees will be paid at a rate equal to the greater of either the normal hourly or base wage rate for that employee or the minimum wage rate, at the time of absence. PMLA pay will not include overtime pay, holiday pay, bonuses, commissions, supplemental pay, piece-rate pay, or gratuities.

Employee **(**X **) will not** ~~) will~~ **be** paid for unused, accrued PMLA leave time at the end of the benefit year or upon separation, voluntary or involuntary.~~(~~

To the extent that any current collective bargaining agreements already provide all of the requirements of the PMLA, those are sufficient to address the District's obligations to that set of employees and will control the employees covered under the collective bargaining agreement instead of this policy.

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| Book | Policy Manual |
| Section | Ready for Processing |
| Title | Copy of SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT |
| Code | po4123 |
| Status | |
| Adopted | May 15, 2017 |
| Last Revised | September 17, 2018 |

# 4123 - **SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The Board of Education prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one (1) or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District’s program and/or activities. A reasonable accommodation is not required for an individual who is merely regarded as having a disability.

Compliance Officers

The Board designates the following individuals to serve as the District's 504 Compliance Officers/ADA Coordinators (hereinafter referred to as the "District Compliance Officers").

~~Dr. Amy Kruppe~~
~~Superintendent.~~ **Office of Human Resources**
Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030
~~248-658-5221.~~ 248-658-5241
~~amy.kruppe@hazelparkschools.org.~~ humanresources@hazelparkschools.org

~~Dr. Michelle Krause~~ Tamaran Dillard
~~Supervisor of Special Education.~~ Director of Student Support Services
Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030
248-658-~~5401.~~ 5206
~~michelle.krause.~~ tamaran.dillard@hazelparkschools.org

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the School District's web site and in the Staff ~~Student~~ Handbook.

The District Compliance Officers are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the District Compliance Officers.

The District Compliance Officers will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. See below.
Training
The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative guidelines and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.
Facilities
No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice
Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officer(s) will be published on the District's website and posted throughout the District, and included~~published~~ in the District's recruitment statements or general information publications.
Complaint Procedures
If a person believes that s/he has been discriminated against on the basis of his/her disability, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.
In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504"), employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of Section 504. In addition, employees will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

Internal complaints must be put in writing and must identify the specific circumstances or areas of dispute that have given rise to the complaint, and offer possible solutions to the dispute. The complaint must be filed with a District Compliance Officer within the time limits specified below. The District's Compliance Officer is available to assist individuals in filing a complaint.
Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e, a day(s) that the Board office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
Internal Complaint Procedure
The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination based upon disability. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights.

A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the District Compliance Officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the District Compliance Officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the District Compliance Officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) ~~calendar~~ days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the District Compliance Officer for good cause.

C. The District Compliance Officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The District Compliance Officer will provide the complainant with a written disposition of the complaint within ten (10) ~~work~~ days. If no decision is rendered within ten (10) ~~work~~ days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The District Compliance Officer shall maintain the District's files and records relating to the complaint.

D. The Superintendent will, within ten (10) w~~ork~~ days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

   The Superintendent will render his/her decision within ten (10) ~~work~~ days of the hearing.

E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the C~~c~~omplainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

OCR Complaint
At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"). The OCR can be reached at:

U.S. Department of Education
Office for Civil Rights
Cleveland Office
1350 Euclid Avenue
Suite 325
Cleveland, Ohio 44115
(216) 522-4970
FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: http://www.ed.gov/ocr

Retaliation
~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an

investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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| Legal | 29 C.F.R. Part 1630 |
| | 29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended |
| | 34 C.F.R. Part 104 |
| | 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended |

Last Modified by Debbie Scott on November 11, 2021

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4362 - **ANTI-HARASSMENT**

**General Policy Statement**

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age (except as authorized by law), religion, height, weight, marital or family status, military status, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as ~~t~~Third ~~p~~Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

**[X ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

~~For purposes of this policy, "School District community" means students, administrators, and professional and support staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.~~

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).

**Other Violations of the Anti-Harassment Policy**

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

**Definitions**

**Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.**

**Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.**

**Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.**

**School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.**

**Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).**

**Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).**

**Bullying**

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

**"Harassment"** means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or

C. has the effect of substantially disrupting the orderly operation of a school.

**Sexual Harassment**

Pursuant to Title VII of the Civil Rights Act of 1964 ~~and Title IX of the Educational Amendments of 1972,~~ "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of ~~either~~ any gender against a person of the same or ~~opposite~~ another gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions ~~of a sexual nature~~, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, grafitti, videos~~tapes~~, posters, audio recordings or literature, placed in the work or educational environment, that may reasonably~~which may~~ embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

H. Speculation about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

J. Leering or staring at some in a sexual way, such as staring at aperson's breasts, buttocks, or groin.

K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

L. ~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

M. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

N. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

O. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

**NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery". The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.**

**Race/Color Harassment**

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

**Religious (Creed) Harassment**

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

**National Origin/Ancestry Harassment**

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

**Disability Harassment**

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability~~disabling condition~~, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

**Anti-Harassment Compliance Officers**

The Board designates the Human Resources Office/Designees to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

Office of Human Resources
Hazel Park Schools
1620 E. Elza Avenue
Hazel Park, MI 48030
248-658-5241
humanresources@hazelparkschools.org

The names, titles, and contact information of these individuals will be published annually in the parent and staff handbooks and on the School District's website.

The Compliance Officer(s) are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

**Reports and Complaints of Harassing Conduct**

Members of the School District community~~, which includes all staff, and third parties~~ along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report~~complaint~~ shall file it with the ~~District's Anti-Harassment~~ Compliance Officer within two (2) days of receiving the report of harassment. ~~at his/her first convenience.~~

Members of the School District community~~ or third parties~~ and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party~~third party~~ are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's~~complaining individual's~~ employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior and/or harassment to the~~one of the Anti-Harassment~~ Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the~~his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 4362 investigation and provide the Principal~~him/her~~ with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

~~**Anti-Harassment Compliance Officers**~~
~~The Board designates the Human Resources Office/Designees to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".~~
~~Office of Human Resources~~
~~Hazel Park Schools~~
~~1620 E. Elza Avenue~~
~~Hazel Park, MI 48030~~
~~248-658-5241~~
~~humanresources@hazelparkschools.org~~
~~The names, titles, and contact information of these individuals will be published annually in the parent and staff handbooks and on the School District's web site.~~
~~The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.~~
~~Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint~~

either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.
Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

**Investigation and Complaint Procedure (See Form 4362 F1)**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities any Any employee or other member of the School District community or Third Partythird-party (e.g., visitor to the District) who believes that they haves/he has been subjected to unlawful harassment may seek resolution of thehis/her complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated. either the informal or formal procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights or Equal Employment Opportunity Commission ("EEOC").

**Informal Complaint Procedure**

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. third-party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it. and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.

The ComplainantEmployees, other members of the School District community, or third parties who believe that they have been unlawfully harassed or retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complainants involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated. However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the Respondent that the alleged harassingharasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The Complainantcomplaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainantindividual if requested to do so. A ComplainantAn individual who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may fileinform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A complainantAn individual who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) directly to one of the Compliance Officers; and/or (3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below ~~on his/her own~~, or appoint another individual to facilitate an informal resolution.

The Board's~~School District's~~ informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant~~individual claiming unlawful harassment~~, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainant~~individual~~ about how to communicate the unwelcome nature of the behavior to the Respondent~~alleged harasser~~.

B. Distributing a copy of this~~the anti-harassment~~ policy as a reminder to the individuals in the school building or office where the Respondent works or attends. ~~individual whose behavior is being questioned works or attends.~~

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution. ~~between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.~~

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer / ~~or~~ designee is directed~~will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is~~Parties who are~~ dissatisfied with the ~~results of~~ the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

**Formal Complaint Procedure**

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process ~~if the individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

The Complainant~~An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant",~~ may file a formal complaint, either orally or in writing, with a teacher, Principal, the Compliance Officer, Superintendent, or other District official~~employee~~. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) ~~calendar~~ days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official~~employee~~, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known~~it is available~~: the identity of the Respondent~~individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation~~; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent~~alleged harasser~~. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed~~s/he deems~~ appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer / ~~or a~~ designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal~~individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) ~~business~~ days.

Although certain cases may require additional time, the Compliance Officer / ~~or a~~ designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer / ~~or the~~ designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. ~~Complainant has been subjected to unlawful harassment.~~ The Compliance Officer's recommendations must be based upon the totality of the circumstances, ~~, including the ages and maturity levels of those involved.~~ In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer / ~~or the~~ designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's ~~final~~written decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party~~third party~~ alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

**[X ]** The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

**Privacy/Confidentiality**

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent~~individual(s) against whom the complaint is filed~~, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity. ~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.~~

During the course of a formal investigation, the Compliance Officer / ~~or his/her~~ designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is

interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided~~s/he learns or that s/he provides~~ during the course of the investigation.

**Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

**Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil right law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

~~Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.~~

**Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct**

State law requires any school teacher or school employee who knows or suspects that a child under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

**Education and Training**

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

**Retention of Investigatory Records and Materials**

The Compliance Officer(s) are responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive ~~interim~~ measures offered and/or provided to the Complainant and/or the Respondent~~, complainants and/or the alleged perpetrators,~~ including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks ~~or Codes of Conduct~~);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

N. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

O. (X) documentation that any rights or opportunities that the Distrit made available to one party during the investigation were made available to the other party on equal terms;

P. (X) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;

Q. (X) copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting or hearing;

R. (X) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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|---|---|
| Legal | Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. |
| | 20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA) |
| | 29 U.S.C. 621 et seq, Age Discrimination in Employment Act of 1967 |
| | 29 U.S.C. 6101, The Age Discrimination Act of 1975 |
| | 42 U.S.C. 2000e et seq. |
| | 42 U.S.C. 1983 |
| | 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act |
| | 29 C.F.R. Part 1635 |
| | Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq. |
| | 29 U.S.C. 794, Rehabilitation Act of 1973, as amended |
| | 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended |
| | The Handicappers' Civil Rights Act, M.C.L. 37.1101 et seq. |
| | The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq. |
| | Policies on Bullying, Michigan State Board of Education, 7-19-01 |
| | Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006 |
| | National School Boards Association Inquiry and Analysis – May 2008 |

Last Modified by Debbie Scott on November 11, 2021

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| Book | Policy Manual |
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| Code | po4430 |
| Status | |

4430 - **LEAVES OF ABSENCE**

All support staff members not otherwise covered by the terms of a negotiated, collectively-bargained agreement of this District shall be entitled to ~~the~~ leave benefits~~ which are not less than those provided in the master agreement with the _____~~.

All requests for unpaid leaves of absence by support staff members shall be presented to the Board of Education for approval.

Any support member granted a leave of absence by the Board shall be considered to have terminated all work with the School District until the completion of the leave. Exceptions may be made by the Superintendent in cases where the best interest of the District might be served.

~~[DRAFTING NOTE: THIS POLICY LANGUAGE SHOULD ONLY BE USED IF THE DISTRICT DOES NOT ALREADY HAVE A POLICY OR COLLECTIVE BARGAINING PROVISIONS RELATING TO PAID TIME OFF; IF THE DISTRICT DOES HAVE SUCH POLICY(IES) OR CBA LANGUAGE, THE DISTRICT SHOULD HAVE ITS LOCAL COUNSEL REVIEW AND REVISE ITS CURRENT PTO POLICY AND/OR COLLECTIVE BARGAINING AGREEMENT LANGUAGE AS NECESSARY TO COMPLY WITH THE PMLA IN LIEU OF CHOOSING THIS OPTIONAL LANGUAGE]~~

**[X~~ ] Paid Medical Leave (PML)**

This policy provision applies to all District employees who are eligible to accrue paid medical leave under the Paid Medical Leave Act (PMLA). "Paid Leave" includes, but is not limited to, ~~paid vacation days~~, paid personal days, and sick days~~paid time off (i.e. PTO)~~.

The District adopts **[CHOOSE ONE (1) OF THE TWO (2) FOLLOWING OPTIONS]**

~~[ ] [OPTION #1]~~
~~The Accrual Method~~
~~Each eligible employee will accrue one (1) hour of Paid Medical Leave for every thirty-five (35) hours worked, but not more than one hour of paid medical leave in a calendar week ( ) limited to a maximum of forty (40) hours per benefit year. Eligible employees may carry over ( ) forty (40) hours ( ) ___ [some number higher than forty (40)] ____ of accrued but unused paid medical leave time to the next benefit year. Paid medical leave will begin accruing on ( ) March 29, 2019, or upon a new hire's start date ( ) however, new employees must wait ninety (90) days after the commencement of employment to use accrued time. ( ) The District will prorate paid leave for eligible employees hired during a benefit year.~~

**[X ] [OPTION #2]**

**The Frontload Method**

Non-union staff will be front loaded ten (10) days for 10 Month employees and twelve (12) days for 12 Month employees on July 1st. No more than two (2) sick leave days may be used for personal business.

~~The District will frontload forty (40) hours of Paid Medical Leave to eligible employees on March 29, 2019, which will be prorated for the first year if the benefit year tracks the calendar year. ( ) No carryover of paid medical leave is permitted. In subsequent benefit years, the District will provide an eligible employee with forty (40) hours of paid medical leave on )( March 29 ( ) _____ [INSERT THE START DATE OF THE NEW BENEFIT YEAR]. An employee cannot carry over unused paid medical leave to the next benefit year.~~

A benefit year is the consecutive twelve (12) month period indicated above used by the District to calculate an eligible employee's benefits.

**[END OF OPTIONS]**

An employee may use Paid ~~Medical Leave~~ sick time under the PMLA for:

A. An employee or employee's family member's mental or physical illness, injury, health condition and medical diagnosis, care, or treatment, preventative medical care.

B. If the employee or the eligible employee's family member is a victim of domestic violence or sexual assault:

1. for medical, psychological or other counseling for physical or psychological injury or disability;
2. to obtain services from a victim services organization;
3. to relocate due to domestic violence or sexual assault;
4. to obtain legal services; and/or
5. to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

C. Closure of the employee's primary workplace due to a public health emergency or to provide care for a child whose school or place of care has been closed due to a public health emergency.

D. If health authorities or a health care provider have determined that the employee or employee's family member would jeopardize the health of others because of their exposure to a communicable disease regardless of whether employee or family member has actually contracted the communicable disease.

**Definitions**

A "family member" includes:

A. a biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis;

B. a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child;

C. an individual to whom the employee is "legally married under the laws of any state";

D. a grandparent or grandchild; and

E. a biological, foster, or adopted sibling.

~~[DRAFTING NOTE: IF THE DISTRICT HAS A DIFFERENT WRITTEN POLICY OR COLLECTIVE BARGAINING PROVISION THAT ADDRESSES INCREMENTAL LEAVE, IT SHOULD NOT SELECT THE ONE (1) HOUR INCREMENT OPTION, BUT SHOULD INSTEAD REFER TO THE APPROPRIATE WRITTEN POLICY OR CBA.]~~

**[**X **]** PMLA leave must be used in ~~one (1) hour increments~~ **(**~~)~~( X **)** 1/2 Day Increments ~~DRAFTING NOTE: MAY INSERT A LONGER INCREMENT. [END OF OPTIONS]~~

An eligible employee who is using Paid Medical Leave because of domestic violence or sexual assault may be required to provide documentation that the Paid Medical Leave has been used for that purpose.

Employees must follow the District's usual practice or procedure for requesting, although the District will give employees three (3) days to acquire the proper documentation if the time off is used for paid medical leave, for the reasons set forth above.

Employees will be paid at a rate equal to the greater of either the normal hourly or base wage rate for that employee or the minimum wage rate, at the time of absence. PMLA pay will not include overtime pay, holiday pay, bonuses, commissions, supplemental pay, piece-rate pay, or gratuities.

Employee **(**X **) will not ( ) will be** paid for unused, accrued PMLA leave time at the end of the benefit year or upon separation, voluntary or involuntary.

To the extent that any current collective bargaining agreements already provide all of the requirements of the PMLA, those are sufficient to address the District's obligations to that set of employees and will control the employees covered under the collective bargaining agreement instead of this policy.

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Last Modified by Debbie Scott on June 3, 2021

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5517 - **ANTI-HARASSMENT**

**General Policy Statement**

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and ~~trans~~gender identity), disability, age (except as authorized by law), religion, height, weight, marital or family status, military status, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Paries ~~third-parties~~, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

(X) The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

~~For purposes of this policy, "School District community" means students, administrators, and professional and support staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.~~
~~For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).~~

**Other Violations of the Anti-Harassment Policy**

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating harassment charges comprises part of one's supervisory duties.



**Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

**Complainant** is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

**Respondent** is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

**School District community** means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

**Third Parties** include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

**Day(s):** Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

**Bullying**

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and the bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation, or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

**Harassment**

Harassment means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or



C. has the effect of substantially disrupting the orderly operation of a school.

**Sexual Harassment**

~~Pursuant to~~ For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964 ~~and Title IX of the Educational Amendments of 1972~~, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any~~either~~ gender against a person of the same or another~~opposite~~ gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions ~~of a sexual nature~~, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, graffitti, videos~~tapes~~, posters, audio recordings or literature, placed in the work or educational environment, that may reasonably ~~which may~~ embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.
H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
I. Giving unwelcome personal gifts such as lingerie that suggests the desire for a romantic relationship.
J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

L. ~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

N. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.



Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education,

or such that it creates a hostile or abusive employment or educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

**NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery." The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.**

**Race/Color Harassment**

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

**Religious (Creed) Harassment**

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

**National Origin/Ancestry Harassment**

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

**Disability Harassment**

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability~~disabling condition~~, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individuals shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

Office of Human Resources
Hazel Park Schools
1620 E Elza
Hazel Park, Michigan 48030
248-658-5241
humanresources@hazelparkschools.org

The names, titles, and contact information of these individuals will be published annually in the parent and staff handbooks and on the School District's website.

The Compliance Officer is responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant, if age eighteen (18) or older, or Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

**Reports and Complaints of Harassing Conduct**

Students and other members of the School District community along with Third Parties, ~~and third parties~~ are encouraged to promptly report incidents of harassing conduct to a teacher, administrator, supervisor or other District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a report~~complaint~~ shall file it with the ~~District's Anti-Harassment~~ Compliance Officer within two (2) days of receiving the report of harassment. ~~school days.~~

Members of the School District community and Third Parties, which includes students, or third parties who believe they have been unlawfully harassed are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's~~complaining individual's~~ employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to the ~~one of the Anti-Harassment~~ Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the~~his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of Policy 5517 investigation and provide the Principal~~him/her~~ with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

~~**Anti-Harassment Compliance Officers**~~
~~The Board designates the Human Resources Office/Designees to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers."~~
~~Office of Human Resources~~
~~Hazel Park Schools~~
~~1620 E. Elza Avenue~~
~~Hazel Park, MI 48030~~
~~248-658-5241~~
~~humanresources@hazelparkschools.org~~
~~The names, titles, and contact information of these individuals will be published annually in the parent and staff handbooks and on the School District's web site.~~
~~The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student, other member of the School District~~

~~community or third party in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.~~
~~Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.~~
~~Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) school days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.~~

**Investigation and Complaint Procedure**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any~~Any~~ student who believes that they have~~s/he has~~ been subjected to unlawful harassment may seek resolution of the~~his/her~~ complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated. ~~either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below.~~

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) ~~calendar~~ days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The ~~informal and formal~~ procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights.

**Informal Complaint Procedure**

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to ~~investigate and~~ facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

Students who believe that they have been unlawfully harassed may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in the informal process.

The Complainant~~Students who believe that they have been unlawfully harassed or retaliated~~ may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complainants involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated. ~~However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.~~

As an initial course of action, if a Complainant feels comfortable and safe in~~student feels that s/he is being unlawfully harassed and s/he is able and feels safe~~ doing so, the individual should tell or otherwise inform the Respondent that the allegedly harassing ~~harasser that the~~ conduct is unwelcome and must stop. ~~Such direct communication should not be utilized in circumstances involving sexual violence. The complaining individual~~ The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant~~individual~~ if requested to do so. A Complainant ~~An individual~~ who is uncomfortable or unwilling to directy approach the Respondent about the alleged inappropriate conduct may file~~inform the harasser of his/her complaint is not prohibited~~

~~from otherwise filing~~ an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant ~~A student who believes she/he has been unlawfully harassed~~ may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below ~~on his/her own~~, or appoint another individual to facilitate an informal resolution.

The Board's ~~School District's~~ informal complaint procedure is designed to provide students who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant ~~student claiming unlawful harassment~~, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainant ~~student~~ about how to communicate the unwelcome nature of the behavior to the Respondent ~~alleged harasser~~.

B. Distributing a copy of this ~~the~~ anti-harassment policy as a reminder to the individuals in the school building or office where the Respondent works or attends. ~~individual whose behavior is being questioned works or attends~~.

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution. ~~between the student claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.~~

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer / ~~or~~ designee is directed ~~will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is ~~Parties who are~~ dissatisfied with t~~he results of~~ the informal complaint process, the Complainant may proceed to file a formal complaint~~.~~, a~~A~~nd, as stated above, either party ~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

**Formal Complaint Procedure**

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determins the allegations are not appropriate for resolution through the informal process, ~~if the student elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

THe Complainant ~~A student who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant,"~~ may file a formal complaint, either orally or in writing, with a teacher, principal, or other District employee at the student's school, the Compliance Officer, Superintendent, or another District official ~~employee~~ who works at another school or at the district level. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) ~~calendar~~ days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official ~~employee~~ at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer / ~~or~~ designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known ~~it is available~~: the identity of the Respndnent ~~individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation~~; a detailed description of the facts upon which the complaint is based; (i.e., when, whee, and what occured); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent ~~alleged harasser~~. In making such a determination, the Compliance Officer

should consult the Complainant to assess whether the individual agrees with ~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed ~~s/he deems~~ appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer / ~~or a~~ designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation.

Simultaneously, the Compliance Officer will inform the Respondent that a formal ~~individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent,"~~ that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) ~~business~~ days.

Although certain cases may require additional time, the Compliance Officer /~~or a~~ designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer / ~~or the~~ designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. ~~Complainant has been subjected to unlawful harassment.~~ The Compliance Officer's recommendations must be based upon the totality of the circumstances. ~~, including the ages and maturity levels of those involved~~. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within ten (10) ~~school~~ days of receiving the report of the Compliance Officer / ~~or the~~ designee, the Superintendent must either issue a written ~~final~~ decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) school days. At the conclusion of the additional investigation, the Superintendent shall issue a ~~final~~ written decision as described above.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the student alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

**Privacy/Confidentiality**

The ~~School~~ District will employ all reasonable efforts to protect the rights of the complainant, the Respondent ~~individual(s) against whom the complaint is filed~~, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this

policy and its related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity. ~~All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.~~

During the course of a formal investigation, the Compliance Officer / ~~or his/her~~ designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided~~s/he learns or that s/he provides~~ during the course of the investigation.

**Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful harassment / retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

**Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person from making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanction/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

~~Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.~~

**Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct**

State law requires any school teacher or school employee who knows or suspects that a student under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

**Education and Training**

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

**Retention of Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive ~~interim~~ measures offered and/or provided to the Complainant and/or the Respondent ~~complainants and/or the alleged perpetrators~~, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks ~~or Codes of Conduct~~);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

N. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

O. (X) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;

P. (X) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;

Q. (X) copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;

R. (X) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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|---|---|
| Legal | Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. |
| | 20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA) |
| | 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967 |
| | 29 U.S.C. 6101, The Age Discrimination Act of 1975 |
| | 42 U.S.C. 2000e et seq. |
| | 42 U.S.C. 1983 |
| | 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act |
| | 29 C.F.R. Part 1635 |
| | Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq. |
| | 29 U.S.C. 794, Rehabilitation Act of 1973, as amended |
| | 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended |
| | The Handicappers' Civil Rights Act, M.C.L. 37.1101 et seq. |
| | The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq. |
| | Policies on Bullying, Michigan State Board of Education, 7-19-01 |
| | Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006 |
| | National School Boards Association Inquiry and Analysis – May 2008 |

Last Modified by Debbie Scott on May 26, 2021

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| Section | Ready for Processing |
| Title | Vol. 36, No. 1 - September 2021 Replacement SCHOOL-SPONSORED PUBLICATIONS AND PRODUCITONS |
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5722 - **SCHOOL-SPONSORED PUBLICATIONS AND PRODUCTIONS**

The Board of Education sponsors student publications and productions as means by which students learn, under adult direction/supervision, the rights and responsibilities inherent when engaging in the public expression of ideas and information in our democratic society.

For purposes of this policy, "school-sponsored student media" shall include both student publications and productions. School-sponsored student media does not include student expression related to classes that are not directly associated with student publications/productions. The term "publication" shall include distribution, transmission, and dissemination of a student publication regardless of its medium. "Student publications" shall include any written materials, (including, but not limited to, banners, flyers, posters, pamphlets, notices, newspapers, playbills, yearbooks, literary journals, books, and t-shirts and other school-sponsored clothing)

**(X )**, as well as material in electronic or on-line form (including, but not limited to, Apps and Services (as defined in Bylaw 0100, webpages/sites, web logs ('Blogs"), video or audio clips, ( ) (postings of Social Media (as defined in Bylaw 0100), and newsletters of announcements transmitted by e-mail, **(X )** text, wireless broadcast, or other similar distribution/dissemination).

**( )** The Board expressly prohibits the use of Social Media related to student publications.

The "term performance" shall include presentation and broadcast of a student production. "Student productions" shall include vocal, musical, and/or theatrical performance, impromptu dramatic presentation, or any electronic media (including, but not listed to, radio and television programs, videoblogs ("vlogs"), podcast,

**(X )** Social Media (as defined in Bylaw 0100), and other video or audio productions that are recorded for re-broadcast or broadcast in real time using any available broadcast technology).

**( )** and other video or audio productions that are recorded for re-broadcastor broadcast in real time using any available broadcast technology). The Board expressly prohibits the use of Social Media related to student productions.

**[DRAFTING NOTE: A Board should only select the following option if it selected either or both of the first options (above) under "student publication" or "student production."]**

**(X )** Only District-approved social media (as defined in Bylaw 0100) may be used to host school-sponsored student media, in accordance with Policy 7544. School-sponsored student media must also comply with Policy 7540.02. **[END OF OPTION]**

For purposes of this policy, "school community" is defined to include students, Board employees (i.e., administrators, and professional and classified staff), parent/family members

**(X )** and other individuals who are

**( )** invited by the Superintendent

**(X )** authorized or otherwise permitted by the Superintendent

to view a performance or receive directly from the District a publication

**( )** and those who have been issued credentials to access the District's secure portal.

The following speech is unprotected and prohibited in all school-sponsored student publications and productions: speech that is defamatory, libelous, obscene or harmful to minors (as that term is defined in Children's Internet Protection Action (CIPA)); speech that is reasonably likely to cause substantial disruption of or material interference with school activities or the educational process; speech that infringes upon the privacy or rights of others; speech that violates copyright law; speech that promotes activities, products or services that are unlawful (illegal) as to minors as defined by State or Federal law; and speech that otherwise violates school policy and/or State or Federal law. The Board authorizes the administration to engage in prior review and restraint of school-sponsored publications and productions to prevent the publication or performance of unprotected speech.

Student expression relates to classrooms or educational settings not otherwise directly associated with school-sponsored student publications/productions are nonpublic forums. As nonpublic forums, the content of such student expression can be regulated for legitimate pedagogical school-related reasons. School officials shall routinely and systematically review and, if necessary, restrict the content of these student expressions prior to publication/performance in a reasonable manner that is neutral as to the viewpoint of the speaker.

**[DRAFTING NOTE: With respect to student expression related to classrooms or educational settings not otherwise directly associated with school-sponsored student publications/productions, select Option 1, Option 2, Option 3, Option 4, or Option 5.]**

**[ ] Option #1**

**[ ]** Nonpublic forum student expression may be published/performed outside the school community (i.e., to the general public). **( )** See Board Policy 9160 – Public Attendance at School Events.

**[END OF OPTION #1]**

**[ ] Option #2**

**[ ]** While nonpublic forum student expression generally may be published/performed outside the school community (i.e., to the general public), the following nonpublic forum student expression may only be published/performed to members of the school community: _____ **[identify] ( )** See Board Policy 9160 – Public Attendance at School Events.

**[END OF OPTION #2]**

**[ ] Option #3**

**[X ]** While ordinarily nonpublic forum student expression may only be published/performed to members of the school community, the Superintendent may authorize specific nonpublic forum student expression to be published/performed outside the school community (i.e., to the general public). A teacher, student, or group of students who wish to have nonpublic forum student expression published/performed outside the school community must submit to the Superintendent a request for prior written approval for such publication/performance. **( )** See Board Policy 9160 – Public Attendance at School Events.

**[END OF OPTION #3]**

**[ ] Option #4**

**[DRAFTING NOTE: The Board should select either Option 2 or Option 3 if it has authorized the limited use of District-approved Social Media to publish/perform nonpublic forum student expression.]**

**[ ]** While ordinarily nonpublic forum student expression may only be published/performed to members of the school community, the following nonpublic forum student expression may be published/performed outside the school community (i.e. to the general public): _____ **[identify]**. **( )** See Board Policy 9160 – Public Attendance at School Events.

**[END OF OPTION #4}**

**[ ] Option #5**

**[DRAFTING NOTE: The Board should select this option if it has prohibited the use of District-approved Social Media to publish/perform nonpublic forum student media, with the exception of nonpublic forum student media that is disseminated through District-approved Social Medial that employs a secure portal that restricts access to members of the school community through the use of a User ID and Password (or other form of biometric authentication security).]**

**[ ]** Nonpublic forum student expression may only be published/performed to members of the school community. **( )** See Board Policy 9160 – Public Attendance at School Events.

**[END OF OPTION#5]**

**[DRAFTING NOTE: PLEASE CHOOSE ONE (1) OF THE FOLLOWING FOUR (4) OPTIONS (A-D). The order in which the below four (4) options are listed is not meant to convey a preference or recommendation. Boards should select the option that best reflects their current practice or a new practice they which to henceforth follow. As they consider the following options, Board and administrators are encouraged to consult the accompanying Toolkit for a discussion of the different types of forums - e.g., nonpublic forum and limited public forum.**

**[ ] Option A [Select if the Board intends to designate all school-sponsored student media, to be limited-purpose public forums (i.e., not subject to prior review/restraint) and allows them to be generally published/performed outside the school community. This is the most permissive of the options.]**

**[ ]** The Board designates all school-sponsored student media as limited-purpose public forums where students can address matters of concern and/or interest to their readers/viewers. All school-sponsored student media may be published/performed outside the school community. The student journalists, content-creators and/or performers involved in these publications/production have the right to determine the content of the student media.

**[ ]** The content may address general matters of public concern and is open to the public at large for comment at the discretion of the student journalists/content-creators/performers. School officials will not review or restrict the content of school-sponsored student media prior to publication/performance, except with respect to unprotected speech.

**( )** Each medium should provide a full opportunity for students to inquire, question, and exchange ideas.

**( )** Content should reflect all areas of student interest and may include topics about which there may be dissent and/or controversy.

All school-sponsored student media shall contain a notice to the reader/viewer that the material, while school-sponsored, is student directed and not subject to prior review. Given all student publications and/or productions have been designated as limited-purpose public forums, the school assumes no liability for their content. With editorial control comes responsibility. Student journalists, content-creators, and performers are expected to establish and enforce standards, for their publications/productions that are consistent with professional journalism/artistic/theatrical/broadcast standards.

**[END OF OPTION A]**

**[ ] Option B [Select if the Board intends to identify specific school-sponsored student publications/productions to be limited-purpose public forums (i.e., not subject to prior review/restraint), which may be published/performed outside the school community. School-sponsored student publications/productions not listed are considered nonpublic forums and will be subject to routine and systematic prior review and restraint. This is the second most permissive option and only permits prior review/restraint of nonpublic forums, and generally allows limited-purpose public forums to be generally published/performed outside the school community.]**

The Board designated the following official, school-sponsored student media to be limited-purpose public forums:

**[List all publications so designated:]**

A. _____

B. _____

C. _____

D. _____

E. _____

As limited-purpose public forums the student journalists, content-creators, or performers associated with the above-listed publications and/or productions may address matters of concern and/or interest to their readers/viewers. The student journalists, content-creators, and/or performers involved in the above-listed publications/productions have the right to determine the content of this student media.

**[ ]** The content may address general matters of public concern and is open to the public at large for comment at the discretion of the student journalists/content-creators/performers.

School officials will not routinely and systematically restrict content of the publications and/or productions listed above prior to their publication/performance, except with respect to unprotected speech.

**( )** Each medium should provide a full opportunity for students to inquire, question, and exchange ideas.

**( )** Content should reflect all areas of student interest and may include topics about which there may be dissent and/or controversy.

The above-listed publications and/or productions shall contain a notice to the reader/viewer that the material, while school-sponsored, is student directed and not subject to prior review. Given the listed student publications and/or productions have been designated as limited-purpose public forums, the school assumes no liability for their content, with editorial control comes responsibility. Student journalists, content-creators and performers are expected to establish and enforce standards for their publications/productions that are consistent with professional journalism/artistic/theatrical/broadcast standards.

All other school-sponsored student media including classroom and/or other curricular, co-curricular, or extra-curricular/club-related publications and/or productions, are nonpublic forums. As nonpublic forums, the content of these other student publications and productions can be regulated for legitimate pedagogical school-related reasons. School officials shall routinely and systematically review and, if necessary, restrict the content of all school-sponsored student media except for those publications/productions listed above, prior to publication/performance in a reasonable manner that is neutral as to the viewpoint of the speaker. **[DRAFTING NOTE: It is critical that the school officials actually engage in prior review/restraint and not just "reserve" the right to engage in such review/restraint. If the school officials fail to routinely and consistently exercise this authority, a court reviewing a student challenge to a review/restraint may hold that this policy is not being implemented as written, and therefore the Board may be found to have lost the authority it attempted to preserve for its administrators. The Board shall provide school officials with guidance and training in order to implement this duty of review/restrain effectively and legally.]**

**[DRAFTING NOTE: Select Option B1, Option B-2, Option B-3, Option B-4, or Option B-5.]**

**[DRAFTING NOTE: The Board should only select this option if it has prohibited all nonpublic forum school-sponsored student publication/performance on Social Media, with the exception of nonpublic forum school-sponsored student media that is disseminated through District-approved Social Media that employs a secure portal that restricts access to members of the school community through the use of a User ID and Password (or other form of biometric authentication security).]**

**[ ]** Nonpublic forum school-sponsored student media may only be published/performed to members of the school community.

**[END OF OPTION B-1]**

**[DRAFTING NOTE: The Board should select either Option B-2 or Option B-3 if it has authorized the limited use of District-approved Social Media to publish/perform nonpublic forum school-sponsored student media; as mentioned above, it is critically important that school officials routinely and consistently exercise their limited authority to engage in prior review/restraint with respect to the publication/performance of all nonpublic forum school-sponsored student media.]**

**[ ] Option B-2**

**[ ]** While ordinarily nonpublic forum school-sponsored student media may only be published/performed to members of the school community, the following nonpublic forum student media may be published/performed outside the school community (i.e., to the general public): _____ **[identify] ( )** high school newspaper **[could substitute with the name of the publication] ( )** high school yearbook **_____ [insert name(s) of specific school-sponsored student publication/proiduction. ( )** See Board Policy 9160.

**[END OF OPTION B-2]**

**[ ] Option B-3**

**[ ]** While ordinarily nonpublic forum school-sponsored student media may only be published/performed to members of the school community, the Superintendent may authorize specific nonpublic forum student media to be published/performed outside the school community (i.e. to the general public). A student or group of students who wish to have his/her/their nonpublic forum student media published/performed outside the school community must submit to the Superintendent a request for prior written approval for such publication/performance.

**[END OF OPTION B-3]**

**[ ] Option B-4**

**[ ]** While nonpublic forum school-sponsored student media generally may be published/performed outside the school community (i.e. to the general public), the following nonpublic forum student media may only be published/performed to members of the school community: _____ **[identify]**. **( )** See Board Policy 9160.

**[END OF OPTION B-4]**

**[ ] Option B-5**

**[ ]** Nonpublic forum school-sponsored student media may be published/performed outside the school community (i.e. to the general public). **( )** See Board Policy 9160.

**[END OF OPTION B-5]**

**[END OF OPTION B]**

**[X ] Option C [Select if the Board intends to identify specific student publications/productions to be limited-purpose public forums but wants to retain the authority to engage in limited and consistent prior review/restrain on the basis of four (4) identified reasons. School-sponsored publications/productions not listed are considered nonpublic forums and will be subject to routine prior review and restraint. This is the second most restrictive and permits some prior review/restraint involving what are otherwise limited-purpose public forums.]**

The Board designates the following official, school-sponsored student media to be limited-purpose public forums:

**[List all publications so designated:]**

A. School Yearbooks

B. School Newspapers

C. _____

D. _____

E. _____

As limited-purpose public forums the student journalist, content-creators or performers associated with the above-listed publications and/or productions may address matters of concern and/or interest to their readers/viewers. The student journalists, content-creators and/or performers involved in the above-listed publications/productions have the right to determine the content of this student media. **(X )** While designated as limited-purpose public forums, the listed publications/productions are not intended to address general matters of public concern and are not open to public comment.

School officials will not routinely and systematically restrict content of the publications and/or productions listed above prior to their publication/performance; however, school officials may review the content and reject an article/posting/publication/production due to one (1) of the following four (4) reasons:

A. where poor grammar or writing is evident;

B. where a legitimate question of age appropriateness of the material exists;

C. where matters beyond the limited scope of the forum are included; and/or

D. where the content involves unprotected speech.

**[ ]** The above-listed school-sponsored student publications/productions, while limited-purpose public forums are not intended to address general matters of public concern and therefore are not open to public comment.



The listed publications and or production shall contain a notice to the reader/viewer that the material, while school-sponsored, is student directed and subject only to limited prior review. Given the listed student publications and/or productions have been

designated as limited-purpose public forums, the school assumes no liability for the content beyond that covered by the school officials' limited prior review, with editorial control comes responsibility. Student journalists, content-creators and performers are expected to establish and enforce standards for their publications/productions that are consistent with professional journalism/artistic/theatrical/broadcast standards.

**[DRAFTING NOTE: Select Option C-1, Option C-2, Option C-3, Option C-4, or Option C-5.]**

**[ ] Option C-1**

**[DRAFTING NOTE: The Board should only select this option if it has prohibited all school-sponsored student publication/performance on Social Media, with the exception of school-sponsored student media that is disseminated through District-approved Social Media that employs a secure portal that restricts access to members of the school community through the use of a User ID and Password (or other form of biometric authentication security.]**

**[ ]** School-sponsored student media may only be published/performed to members of the school community.

**[END OF OPTION C-1]**

**[DRAFTUNG NOTE: The Board should select either Option C-2 or Option C-3 if it has authorized the limited use of District-approved Social Media to publish/perform school-sponsored student media; as mentioned below, it is critically important that school officials routinely and consistently exercise their limited authority to engage in prior review/restraint with respect to the publication/performance of all school-sponsored student media.]**

**[ ] Option C-2**

**[ ]** While ordinarily school-sponsored student media may only be published/performed to members of the school community, the following student media may be published/performed outside the school community (i.e., to the general public): _____ **[identify] ( )** high school newspaper **[could substitute with the name of the publication] ( )** high school yearbook **[could substitute with the name of the yearbook] ( )** _____ **[insert name(s) of specific school-sponsored student publications/productions]**. **( )** See Board Policy 9160.

**[END OF OPTION C-2]**

**[ ] Option C-3**

**[X ]** While ordinarily school-sponsored student media may only be published/performed to members of the school community, the Superintendent may authorize specific student media to be published/performed outside the school community (i.e., to the general public). A student or group of students who wish to have his/her/their student media published/performed outside the school community must submit to the Superintendent a request for prior written approval for such publication/performance.

**[END OF OPTION C-3]**

**[ ] Option C-4**

**[ ]** While school-sponsored student media generally may be published/performed outside the school community (i.e., to the general public), the following student media may only be published/performed to members to the school community: _____ **[identify]**. **( )** See Board Policy 9160.

**[END OF OPTION C-4]**

**[ ] Option C-5**

**[ ]** School-sponsored student media may be published/performed outside the school community (i.e., to the general public). **( )** See Board Policy 9160.

**[END OF OPTION C-5]**

All other school-sponsored student publications and productions, including classroom and/or other curricular, or extra-curricular/club-related publications and/or productions, are nonpublic forums. As nonpublic forums, the content of these other student publications and productions can be regulated for legitimate pedagogical school-related reasons. School officials shall routinely and systematically review and, if necessary, restrict the content of all school-sponsored student media except those publications/productions listed above, prior to publication/performance in a reasonable manner that is neutral as to the viewpoint of the speaker. **[DRAFTING NOTE: It is critical that the school officials actually engage in prior review/restraint and not just "reserve" the right to engage in such review/restraint. If the school officials fail to routinely and consistently exercise this authority, a court reviewing a student challenge to a review/restraint may hold that this policy is not**

**being implemented as written, and therefore the Board may be found to have lost the authority it attempted to preserve for its administrators. The Board should provide school officials with guidance and training in order to implement this duty of review/restraint effectively and legally.]**

**[END OF OPTION C]**

**[ ] Option D [Select if the Board intends all school-sponsored student media (i.e, publications/production) to be nonpublic forums - i.e., subject to routine prior review/restraint. This is the most restrictive option.]**

**[DRAFTING NOTE: for Options D-1 through D-5: It is critical that the school officials actually engage in prior review/restraint and not just "reserve" the right to engage in such review/restraint. If the school officials fail to routinely and consistently exercise this authority, a court reviewing a student challenge to a review/restraint may hold that this policy is not being implemented as written, and therefore the Board will be considered to have lost the authority it attempted to preserve for its administrators. The Board should provide school officials with guidance and training in order to implement this duty of review/restraint effectively and legally.]**

All school-sponsored student media are nonpublic forums. While students may address matters of interest or concern to their readers/viewers, as nonpublic forums, the style and content of the student publications and productions can be regulated for legitimate pedagogical, school-related reasons. School officials shall routinely and systematically review and, if necessary, restrict the type and/or content of all school-sponsored student media prior to publication/performance in a reasonable manner that is neutral as to the viewpoint of the speaker. Legitimate pedagogical concerns are not confined to academic issues but include the teaching by example of the shared values of a civilized social order, which consists of not only independence of thought and frankness of expression but also discipline, courtesy/civility, and respect for authority. School officials may further prohibit speech that is grammatically incorrect, poorly written, inadequately researched, biased or prejudiced, vulgar, or profane, or unsuitable for immature audiences.

**[DRAFTING NOTE: Select Option D-1, Option D-2, Option D-3, Option D-4, or Option D-5.]**

**[ ] Option D-1**

**[DRAFTING NOTE: The Board should only select this option if it has prohibited all school-sponsored student publication/performance on Social Media, with the exception of school-sponsored student media that is disseminated through District-approved Social Media that employs a portal that restricts access to members of the school community through the use of a User ID and Password (or other form of biometric authentication security).]**

**[ ]** School-sponsored student media may only be published/performed to members of the school community.

**[END OF OPTION D-1]**

**[DRAFTING NOTE: The Board should select either Option D-2 or Option D-3 if it has authorized the limited use of District-approved Social Media to publish/perform school-sponsored media; as mentioned above, it is critically important that school officials routinely and consistently exercise their authority to engage in prior review/restraint with respect to the publication/performance of all school-sponsored student media.]**

**[ ] Option D-2**

**[ ]** While ordinarily school-sponsored student media may only be published/performed to members of the school community, the following student media may be published/performed outside the school community (i.e., to the general public): _____ **[identify] ( )** high school newspaper **[could substitute with the name of the publication] ( )** high school yearbook **[could substitute with the name of the yearbook] ( )** _____ **[insert name(s) of specific school-sponsored student publications/productions]**. **( )** See Board Policy 9160.

**[END OF D-2]**

**[ ] Option D-3**

**[ ]** While ordinarily school-sponsored student media may only be published/performed to members of the school community, the Superintendent may authorize specific student media to be published/performed outside the school community, (i.e., to the general public). A student or group of students who wish to have his/her/their student media published/performed outside the school community must submit to the Superintendent a request for prior written approval for such publication/performance.

**[END OF OPTION D-3]**



**[ ] Option D-4**

**[ ]** While school-sponsored student media generally may be published/performed outside the school community (i.e., to the general public), the following student media may only be published/performed to members of the school community: _____ **[identify]. ( )** See Board Policy 9160.

**[END OF OPTION D-4]**

**[ ] Option D-5**

**[ ]** School-sponsored student media may be published/performed outside the school community (i.e., to the general public). **( )** See Board Policy 9160

**[END OF OPTION D-5]**

**[END OF OPTION D]**

**[END OF OPTIONS A THROUGH D]**

**[NOTE: The following paragraph is optional.]**

**[ ]** Students **( )** staff will monitor comments posted to social media platforms/sites that have been approved under Policy 7544 for use as school-sponsored student media. Comments will be monitored to verify the age-appropriateness of the material, whether unprotected speech is involved, and whether there is compliance with posted rules for use of the forum and the platform/site's applicable terms of service. Comments that are not age-appropriate for the student-audience for the school-sponsored publication, constitute unprotected speech, and/or violate the posting rules for the use of the forum and/or the platform/site's applicable terms of service will be removed. The review of posted comments will be conducted in a viewpoint neutral manner, and consistent with State and Federal law.

**[ ]** Students shall not be disciplined and/or retaliated against for exercising and/or asserting their free speech rights as defined in this policy. Nothing in this policy, however, restricts the Board's ability to impose post-publication/performance discipline related to a student engaging in the impermissible publication/performance of unprotected speech.

**[DRAFTING NOTE: CHOOSE ONE (1) OF THE FOLLOWING THREE (3) OPTIONS RE: ADVERTISING.]**

**[X ] Option #1 [Select if the Board intends to permit advertising in some or all school-sponsored student media but requires a school employee/official to pre-approve the advertisements.]**

Advertising is permitted in

**(X-)** all school-sponsored student media

**( )** the following school-sponsored student publication/productions: **[identify publications/productions]**

_____

_____

_____

Any advertisements must be consistent with Policy 9700.01 **( )** AG 9700B.

Advertisements submitted for publication or inclusion in a production shall be reviewed by

**( )** the class/activity advisor

**( )** the building principal

**(X )** the Superintendent

**( )** school officials

for a determination that they are appropriate for juveniles. The **(X )** Superintendent **( )** Board retains the final authority to determine whether an advertisement is appropriate and will be included in a publication/production. Advertisements may be rejected for legitimate pedagogical school-related reasons unrelated to the viewpoint of the advertiser (e.g., the advertisement encourages action that would endanger the health and safety of students).

**[ ] Option #2 [Select if the Board intends to permit advertising in some or all school-sponsored student media that are designated to be limited-purpose public forums, and the students involved in the specific publications/productions will be responsible for accepting or rejecting the advertisements.]**

Advertising is permitted in

**( )** all school-sponsored student media that have been designated as limited-public forums.

**( )** the following school-sponsored student media that have been designated as limited-purpose public forums: **[identify publications/productions]**

_____

_____

_____

Any advertisements must be consistent with Policy 9700.01 **( )** and AG 9700B.

The students in the class(es)/activity(ies) associated with

**( )** all school-sponsored student media that have been designated as limited-purpose public forums

**( )** the above-listed student media

will determine whether to include advertisements in the publications/productions. Acceptance or rejection of specific advertisements is within the control of the publication/production staff, which may accept those for activities, products, or services that are illegal for students and/or that violate State or Federal law.

**[ ]** The publication/production staff is encouraged to consider the age appropriateness of the ads they select.

**[ ] Option #3 [Select if the Board intends to prohibit advertisements in all student publications/productions.]**

Advertising is not permitted in school-sponsored student media.

**[END OF OPTIONS RE: ADVERTISING]**

**General Prohibitions**

Regardless of their status as non-public or limited-purpose public forums, the Board prohibits publications, productions, and advertisements that:

A. promote, favor, or oppose any candidate for election or the adoption of any bond issue, proposal, or question submitted at any election;

B. **(X )** fail to identify the student or organization responsible for the publication/performance;

C. **(X )** solicit funds for non-school organizations or institutions when such solicitation has not been approved by the Board.

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| | |
|---|---|
| Book | Policy Manual |
| Section | Ready for Processing |
| Title | CASH MANAGEMENT OF GRANTS |
| Code | po6112 |
| Status | |

6112 - **CASH MANAGEMENT OF GRANTS**

In order to provide reasonable assurance that all assets, including Federal, State, and local funds, are safeguarded against waste, loss, unauthorized use, or misappropriation, the Superintendent shall implement internal controls in the area of cash management.

The District's payments methods shall minimize the time elapsing between the transfer of funds from the United States Treasury or the Michigan Department of Education (MDE) (pass-through entity) and disbursement by the District, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means.

The District shall use forms and procedures required by the grantor agency or pass-through entity to request payment. The District shall request grant funds payments in accordance with the provisions of the grant. Additionally, the District's financial management systems shall meet the standards for fund control and accountability as established by the awarding agency.

The Superintendent is authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as deemed appropriate when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

When the District uses a cash advance payment method, the following standards shall apply:

A. The timing and amount of the advance payment requested will be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs.

B. The District shall make timely payment to contractors in accordance with contract provisions.

C. To the extent available, the District shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

D. The District shall account for the receipt, obligation and expenditure of funds.

E. Advance payments will be deposited and maintained in insured accounts whenever possible.

F. Advance payments will be maintained in interest bearing accounts unless the following apply:

1. The District receives less than $120,000 in Federal awards per year.

2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances.

3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

4. A foreign government or banking system prohibits or precludes interest bearing accounts.

G. Pursuant to Federal law and regulations, the District may retain interest earned in an amount up to $500 per year for administrative costs. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System ("PMS") through

an electronic medium using either Automated Clearing House ("ACH") network or a Fedwire Funds Service payment. Remittances shall include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number ("PAN") if the payment originated from PMS, or Agency information if the payment originated from Automated Standard Application for Payment ("ASAP"), National Science Foundation ("NSF") or another Federal agency payment system.

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Legal 2 C.F.R. 200.305

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| Title | Vol. 36, No. 1 - September 2021 Revised COST PRINCIPLES - SPENDING FEDERAL FUNDS |
| Code | po6114 |
| Status | |
| Adopted | May 17, 2021 |

6114 - **COST PRINCIPLES - SPENDING FEDERAL FUNDS**

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State, and local laws, the associated agreements/assurances, program objectives, and the specific terms and conditions of the grant award.

**Cost Principles**

Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

To determine whether a cost is reasonable, consideration shall be given to:

1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
2. the restraints or requirements imposed by such factors as sound business practices, arm’s length bargaining, Federal, State, local, tribal, and other laws and regulations;
3. market prices for comparable goods or services for the geographic area;
4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
5. whether the cost represents any significant deviation from the established practices or Board of Education policy which may unjustifiably increase the expense.

While Federal regulations do not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to whether:

1. the cost is needed for the proper and efficient performance of the grant program;
2. the cost is identified in the approved budget or application;
3. there is an educational benefit associated with the cost;
4. the cost aligns with identified needs based on results and findings from a needs assessment;

5. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received. This standard is met if the cost: is incurred specifically for the Federal award; benefits both the Federal award and other work of the District and can be distributed in proportions that may be approximated using reasonable methods; and is necessary to the overall operation of the District and is assignable to the Federal award in accordance with cost principles mentioned here.

B. Conform to any limitations or exclusions set forth in the cost principles in Part 200 or in the terms and conditions of the Federal award.

C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District.

D. Be accorded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award as an indirect cost under another award.

E. Be determined in accordance with generally accepted accounting principles.

F. Be representative of actual cost, net of all applicable credits or offsets.

The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relating to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

G. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.

H. Be adequately documented:

1. in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant-funded programs to assure that only permissible personnel expenses are allocated;

2. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

I. Be incurred during the approved budget period.

The budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to carry out authorized work and expend the funds awarded, including any funds carried forward or other revisions pursuant to the law. Prior written approval from the Federal awarding agency or State pass-through entity may be required to carry forward unobligated balances to subsequent budget periods unless waived.

**Selected Items of Cost**

The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District, and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.

The following rules of allowability must apply to equipment and other capital expenditures:

A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.

B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of $5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.

C. Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity.

D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR 200.436 and 2 CFR 200.465.

E. When approved as a direct cost by the Federal awarding agency or pass-through entity under Sections A-C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

F. If the District is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

**Cost Compliance**

The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs, but may not be double charged or inconsistently charged as both.

**Determining Whether a Cost is Direct or Indirect:**

A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

   These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; program evaluation costs or other institutional service operations; and infrastructure costs directly attributable to the program (such as long-distance telephone calls specific to the program, etc.). Direct costs may also include capital expenditures if approved by the Federal awarding agency or pass-through entity, as well as capital expenditures for special purpose equipment with a unit cost of less than $5,000.

B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

   These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

   Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.

   The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

   1. Administrative or clerical services are integral to a project or activity.
   2. Individuals involved can be specifically identified with the project or activity.
   3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
   4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the Michigan Department of Education (MDE) or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).



Equipment and other capital expenditures are unallowable as indirect costs.

**Timely Obligation of Funds**

Financial obligations are orders placed for property and services, contracts and subawards made, and similar transactions that require payment. This term is used when referencing a recipient's or subrecipient's use of funds under a Federal award.

The following list illustrates when funds are determined to be obligated under the U.S. Department of Education ("USDOE") regulations:

If the obligation is for:

A. Acquisition of property - on the date which the District makes a binding written commitment to acquire the property.

B. Personal services by an employee of the District - when the services are performed.

C. Personal services by a contractor who is not an employee of the District - on the date which the District makes a binding written commitment to obtain the services.

D. Performance of work other than personal services - on the date when the District makes a binding written commitment to obtain the work.

E. Public utility services - when the District receives the services.

F. Travel - when the travel is taken.

G. Rental of property - when the District uses the property.

H. A pre-agreement cost that was properly approved by the Secretary (USDOE) under the cost principles in 2 C.F.R. Part 200, Subpart E - Cost Principles - on the first day of the project period.

**Period of Performance**

All financial obligations must occur during the period of performance. Period of performance means the total estimated time interval between the start of an initial Federal award when the District is permitted to carry out the work authorized by the grant and the planned end date. The period of performance may include one or more funded portions or budget periods. The period of performance is dictated by statute and will be indicated in the grant award notification ("GAN"). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, financial obligations under a grant may not be made until the application is approved or is in substantially approvable form, whichever is later. In the case of a direct grant, a grantee may use grant funds only for obligations it makes during the grant period, unless an agreement exists with the awarding agency or the pass-through entity (e.g., MDE) to reimburse for pre-approval expenses.

If a Federal awarding agency or pass-through entity approves an extension, or if the District extends under C.F.R. 200.308(e)(2), the Period of Performance will be amended to end at the completion of the extension. If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. If a renewal is issued, a distinct Period of Performance will begin.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all financial obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consequently, the District shall closely monitor grant spending throughout the grant cycle.

2 C.F.R. 200.344(b), 200.403-.407, 200.413(a)-(c), 200.430(a), 200.431(a), 200.439(b)(2), 200.458
2 C.F.R. 200.474(b)
34 C.F.R. 76.707-.708(a), 75.703

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| Legal | 2 C.F.R. 200.344(b), 200.403-.407, 200.413(a)-(c), 200.430(a), 200.431(a), 200.439(b)(2), 200.458<br><br>2 C.F.R. 200.474(b)<br><br>34 C.F.R. 76.707-.708(a), 75.703 |

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6152 - **STUDENT FEES, FINES, AND SUPPLIES**

**Fees**

The Board of Education may assess certain charges to students to cover the costs for extra-curricular and noncredit activities. Such charges might be made for expendable items such as magazines, workbook materials, paperback selections, and laboratory supplies and materials for clubs, independent study or special projects, and as well transportation costs and admission/participation fees for District-sponsored trips and activities.

No student, however, shall be deprived of participation in any mandatory school activity or required curriculum activity due to a lack of financial ability to pay and fees will not be charged for such activities. Extra-curricular activities for which fees will be charged may not be used in determining credit or grades in any course.

A fee shall not exceed the combined cost of the service(s) provided and/or materials used. An accurate accounting of all fees collected and all fees expended shall be provided to the Superintendent or his/her designee for each fee based activity at the conclusion of the activity, along with remission of any fees not expended.

**Fines**

When school property, equipment, or supplies are damaged, lost, or taken by a student, whether in a regular course or extra-curricular offering, a fine will be assessed. The fine will be reasonable, seeking only to compensate the school for the expense or loss incurred.

The late return of borrowed books or materials from the school libraries will be subject to appropriate fines. Failure to pay the fines may result in loss of privileges.

Any fees or fines collected by members of the staff are to be turned in to the principal within twenty-four (24) hours after collection.

In the event the above course of action does not result in the fee being collected, the Board authorizes the Superintendent to take the student and/or his/her parents to Small Claims Court for collection.

**Supplies**

The District will provide all basic supplies needed by the student to complete the required course curriculum. The student and/or his/her family may choose to purchase their own supplies if they desire to have a greater quantity or quality of supplies, or desire to help conserve the limited resources for use by others. The teacher or appropriate administrator may recommend useful supplies for these purposes.

**[X ] Payment**

For convenience to families, the Board may enter into an agreement with one or more credit card/online payment processing vendors to facilitate online payment of fees, fines, and charges. Parents/guardians or students may elect but are not required to make payments online. Vendors will comply with all Board policies and procedures related to confidentiality and security of information transmitted electronically. Payees will be notified of any processing or other nominal fees that may be charged for use of an online payment system before the transaction is completed.

**[END OF OPTION]**

**Students Experiencing Homelessness - McKinney-Vento Act**

No fine or fee shall be charged to a student identified as a student experiencing homelessness unless it is determined that the student has the ability to pay the fee or fine and that its imposition does not create a barrier to the student's ability to enroll, or attend school, achieve academic success, or cause the student to be identified as experiencing homelessness. Any dispute regarding a fine or a fee that is imposed shall not delay the student's enrollment or serve as a barrier to enrollment by delaying the transfer of student records to another school or school district if applicable.

Immediate enrollment notwithstanding fines or fees shall be extended to extra-curricular and co-curricular activities as well as to academic programming.

**[ ]** Students experiencing homelessness who are able to pay **( )** fees or fines **( )** fees or fines and refuse to do so **[END OF OPTION]** may be prohibited from participating in graduation ceremonies until paid. No such student shall be prevented from receiving his/her student records, including diploma if earned, and final transcripts.

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| Title | Vol. 36, No. 1 - September 2021 Revised PROPERTY INVENTORY |
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7450 - **PROPERTY INVENTORY**

As steward of this District's property, the Board of Education recognizes that efficient management and full replacement upon loss requires accurate inventory and properly maintained property records.

The Board shall

**( )** conduct a complete inventory

**(X )** maintain a continuous inventory

of all District-owned equipment

**(X )** and supplies

**( )** annually.

**( )** every _____ years. **[specify number; Federal regulations require at least once every two (2) year]**

**(X )** at such intervals as will coincide with property insurance renewal.

**(X )** and Generally Accepted Accounting Principles ("G.A.A.P.") reporting requirements.

For purposes of this policy, "equipment" shall mean a unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles which retains its shape and appearance with use, is nonexpendable, costs at least $5000.00

**(X )** to replace

**( )** as a single unit

and does not lose its identity when incorporated into a more complex unit. When defining supplies for inventory purposes, no items will be counted whose total value is less than $5000. **[The Federal threshold for a supply designation is $5,000 regardless of length of useful life, however, the District may set an early acquisition cost level for designation as supply. Capital expenditures with a unit cost of $5,000 or more require prior written approval of the Federal awarding agency or pass-through entity.]**

It shall be the duty of the

**( )** Superintendent

**(X )** Business Manager

**( )** _____

to ensure that inventories are recorded systematically and accurately and property records of equipment are updated and adjusted annually by reference to purchase orders and withdrawal reports.

**[X ]** Major items of equipment shall be subject to annual spot check inventory to determine loss, mislocation, or depreciation; any major loss shall be reported to the Board.

**[X ]** Property records of consumable supplies shall be maintained on a continuous inventory basis.

**[ ]** The Business Manager shall maintain a system of property records which shall show, as appropriate to the item recorded, the:

A. **(X )** description and identification;

B. **(X )** manufacturer;

C. **(X )** year of purchase;

D. **(X )** initial cost;

E. **(X )** location;

F. **(X )** condition and depreciation;

G. **(x )** evaluation in conformity with insurance requirements.

Equipment acquired under a Federal award will vest upon acquisition to the District, subject to the following conditions:

A. The equipment shall be used for the authorized purposes of the award project during the period of performance or until the equipment is no longer needed for the purposes of the project.

B. The equipment shall not be encumbered without the approval of the Federal awarding agency or the pass-through entity.

C. The equipment may only be used and disposed of in accordance with the provisions of the Federal awarding agency or the pass-through entity and Policy 7300 and Policy 7310, and AG 7310.

D. Property records shall be maintained that include a description of the equipment, a serial number or other identification number, the source of funding for the equipment (including the Federal Award Identification Number (FAIN), title entity, acquisition date, cost of the equipment, percentage of Federal participation in the project costs for the award under which the equipment was acquired, the location, use, and condition of the equipment, and ultimate disposition data, including date of disposal and sale price of the equipment.

E. A physical inventory of the property must be taken and results reconciled with property records at least once every two (2) years.

F. A control system shall be developed to provide adequate safeguards to prevent loss, damage, or theft of the property. Any such loss, damage, or theft shall be investigated.

G. Adequate maintenance procedures shall be implemented to keep the property in good condition.

H. Proper sales procedures shall be established to ensure the highest possible return, in the event the District is authorized or required to sell the equipment/property.

I. When original or replacement equipment acquired under a Federal award is no longer needed for the original project/program or for activities currently or previously supported by a Federal awarding agency, and except as otherwise provided by Federal statutes, regulations, or Federal awarding agency disposition instructions, the District shall request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment shall be made in accordance with the provisions of C.F.R. 200.313.

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Legal 2 C.F.R. 200.313

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8310 - **PUBLIC RECORDS**

The Board of Education recognizes its responsibility to maintain the public records of this District and to make such records available to residents of Michigan for inspection and reproduction.

The public records of this District include any writing or other means of recording or retaining meaningful content prepared, owned, used, in the possession of, or retained by the District, its Board, officers, or employees, subject to certain exemptions according to the Michigan Freedom of Information Act (FOIA). The District shall not disclose the confidential address of a student or of an employee who has provided proper notice of a participation card issued by the department of the attorney general under the address confidentiality program act.

Any person may make a written request for any public records of the District. The person may inspect, copy, or receive copies of the public record requested. The District shall respond to such requests within five (5) working days after receipt unless otherwise agreed to in accordance with the Freedom of Information Act.

An individual may purchase copies of the District's public records upon payment of a fee. No original public record may be removed from the office in which it is maintained except by a Board officer or employee in the course of the performance of his/her duties. Neither the Board nor its employees shall permit the release of the social security number of an employee, student, or other individual except as authorized by law (see Policy 8350 and AG 8350).

**Option #1**

(X)The Board authorizes the Superintendent to provide, upon written request, enhanced i.e. immediate access to any public record which the District has stored in an electronic database and is not confidential or exempt from disclosure by State or Federal statute. Such a record may be provided by means of a computer disk provided by the requestor, electronic mail, or a modem providing the requestor has paid the fee established for such transmission.

**Option #2**

The Board chooses not to provide for enhanced access to any of its public records.

**[END OF OPTIONS]**

**[X ]** The Board has determined that personal and confidential information provided to and retained by the District on parents, students, staff and others will be considered exempt from disclosure pursuant to a Freedom of Information Act request, unless advised specifically by the District's legal counsel that the particular information must be released. Such personal and confidential information shall include home addresses, telephone numbers, e-mail addresses or website pages (e.g. My Space, Facebook), except as they are specifically related to the operation of the schools, or specifically authorized for release by the individual, or the parent/guardian if the individual is a minor.

Nothing in this policy shall be construed as preventing a Board member from inspecting in the performance of his/her official duties any record of this District, except student records and certain portions of personnel records.

The Superintendent is authorized to dispose of correspondence on a daily basis including those transmitted by means of voice mail or E-mail, providing the message does not alter existing District records.

The Superintendent is responsible for transmission of data contained in the single record student database established by the Michigan Department of Education. Such transmission shall be in accordance with procedures established by the Oakland Intermediate School District and the Center for Educational Performance and Information (CEPI).

The Superintendent shall establish administrative guidelines to ensure proper compliance with the intent of this policy and the Freedom of Information Act.

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M.C.L. 15.231 et seq.

M.C.L. 445.81 et seq.

Michigan Federation of Teachers v. University of Michigan, 481 Mich. 657 (2008)

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| Title | Vol. 36, No. 1 - September 2021 Revised PERSONNEL FILES |
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8320 - **PERSONNEL FILES**

It is necessary for the orderly operation of the School District to prepare a personal information system for the retention of appropriate files bearing upon an employee's duties and responsibilities to the District and the District's responsibilities to the employee.

The Board of Education requires that sufficient records exist to ensure an employee's qualifications for the job held; compliance with Federal, State, and local benefit programs; conformance with District rules; and evidence of completed evaluations. Such records will be kept in compliance with the laws of the State of Michigan.

The District shall not disclose an employee's home address or contact information to a third party without the employee's written authorization.

The Board delegates the maintenance of an employee personal information system to the

**( )** Superintendent.

**( )** Business Manager.

**( )** Assistant Superintendent for Personnel.

**(X ) Director of Human Resources**.

A single central file shall be maintained, and subsidiary records shall be maintained for ease in data gathering only.

**( )** and shall be destroyed annually.

~~[ ]~~ Only that information which pertains to the professional role of the employee and submitted by duly authorized school administrative personnel and the Board may be entered in the official record file. Employees shall provide necessary information for their personnel files. If providing the requested information is optional, employees shall be informed of their right to decline to supply the information.

Employee medical records, including, but not limited to, insurance forms, medical certifications by a physician, and requests for leave or accommodation, shall not be maintained in the employee's personnel file and shall instead be maintained in a confidential medical file.

~~[ ]~~ A copy of each such entry shall be given to the employee upon request.

**(X )** except for matters pertaining to pending litigation.

**[ ]** A copying cost will be charged for each copy given to the employee at his/her request at the rate determined by the _____.

An employee may review their personnel record upon written request.

~~[ ]~~ **(X )**The employee may periodically review their~~his/her~~ file at reasonable intervals, generally not more than two (2) times in a calendar year or as otherwise provided by law or by a collective bargaining agreement.

Personnel wishing to review their own records shall:

A. request access in writing;

B. **(**X **)** review the record in the presence of the administrator designated to maintain said records or designee;

C. **(**x **)** make no alterations or additions to the record nor remove any material therefrom;

D. **(**x **)** sign a log attached to the file indicating date and person reviewing.

Personnel records

**(X )** shall be available to Board members and school administrators as may be required in the performance of their jobs.

**( )** shall not be available to Board members and school administrators except as may be required in the performance of their jobs.

**[ ]** The personnel files shall be reviewed annually and material no longer required shall be destroyed.

**( )** and no record shall be maintained of said destruction.

~~[ ]~~ Any employee who inappropriately releases information, or uses confidential information for personal reasons, will be disciplined in accordance with established policies and procedures. If an employee is approached to provide information inappropriately, the employee must refuse to release the requested information in accordance with applicable procedures or refer the requestor to the employee's immediate supervisor.

~~Personnel wishing to review their own records shall:~~

A. ~~**( )** request access in writing;~~

B. ~~**( )** review the record in the presence of the administrator designated to maintain said records or designee;~~

C. ~~**( )** make no alterations or additions to the record nor remove any material therefrom;~~

D. ~~**( )** sign a log attached to the file indicating date and person reviewing.~~

Personnel wishing to appeal material in their record as to its accuracy, completeness, relevance, or timeliness shall make a request in writing to the administrator delegated to maintain the records and specify therein:

A. **(X )** name and date;

B. **(X )** material to be appealed;

C. **(X )** reason for appeal.

D. **( )** _____.

**[X ]** The responsible administrator shall hear the appeal and make a determination within ninety (90) days of the appeal in accordance with law.

If the appeal does not resolve the disagreement, the employee may submit a written statement, not exceeding five (5) sheets of 8 1/2 inch by 11 inch paper, explaining the employee's position. This written statement shall be kept in the employee's file.

**Records Retention**

Generally, personnel files shall be maintained for the duration of the individual's employment with the District, plus six (6) years. Files maintained on employees who were cited for unprofessional conduct shall be maintained for the duration of employment plus fifty (50) years.

Medical files shall be maintained for the period during which the individual is employed by the District or receiving benefits, whichever is longer, plus seven (7) years.

Per the State of Michigan Records Retention and Disposal Schedule for Public Schools, 404A.

State of Michigan Records Retention and Disposal Schedule for Public Schools at 400A and 400B.

~~The Superintendent shall prepare administrative guidelines defining which personnel records are to be maintained and the procedures for their maintenance and review.~~

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8330 - **STUDENT RECORDS**

In order to provide appropriate educational services and programming, the Board of Education must collect, retain, and use information about individual students. Simultaneously, the Board recognizes the need to safeguard student's privacy and restrict access to student's personally identifiable information.

~~After June 26, 2021, i~~If the parent or legal guardian of a student provides the District with notice that s/he/they have received a participation card issued by the attorney general under the address confidentiality program act, the District shall not disclose the confidential address of the student, regardless of any other provision of this policy. The Superintendent, or his or her designee, shall develop a process to ensure that a student's participation in the address confidentiality program act is appropriately noted to avoid disclosure of this information to any person or entity.

Student "personally identifiable information" ("PII") includes, but is not limited to: the student's name; the name of the student's parent or other family members; the address of the student or student's family; 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.

The Board of Education is responsible for maintaining records of all students attending schools in this District. Only records mandated by the State or Federal government and/or necessary and relevant to the function of the School District or specifically permitted by this Board will be compiled by Board employees. The Board hereby authorizes collection of the following student records, in addition to the membership record required by law:

A. **(X )** observations and ratings of individual students by professional staff members acting within their sphere of competency

B. **( )** samples of student work

C. **(X )** information obtained from professionally acceptable standard instruments of measurement such as:

1. **(X )** interest inventories and aptitude tests,
2. **(X )** vocational preference inventories,
3. **(X )** achievement tests,
4. **(X )** standardized intelligence tests,
5. **( )** _____



D. **(X )** authenticated information provided by a parent or eligible student concerning achievements and other school activities which the parent or student wants to make a part of the record

E. **(X )** verified reports of serious or recurrent behavior patterns

F. **( )** rank in class and academic honors earned

G. **(X )** psychological tests

H. **(X )** attendance records

I. **(X )** health records

J. **(X )** custodial arrangements

In all cases, permitted, narrative information in student records shall be objectively-based on the personal observation or knowledge of the originator.

Student records shall be available only to students and their parents, eligible students, and designated school officials who have a legitimate educational interest in the information, or to other individuals or organizations as permitted by law. The term "parents" includes legal guardians or other persons standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child). The term "eligible student" refers to a student who is eighteen (18) years of age or older or a student of any age who is enrolled in a postsecondary institution.

In situations in which a student has both a custodial and a noncustodial parent, both shall have access to the student's educational records unless stipulated otherwise by court order. In the case of eligible students, parents will be allowed access to the records without the student's consent, provided the student is considered a dependent under section 152 of the Internal Revenue Code.

A school official is a person employed by the Board as an administrator, supervisor, teacher/instructor (including substitutes), or support staff member (including health or medical staff and law enforcement unit personnel); and a person serving on the Board. The Board further designates the following individuals and entities as "school officials" for the purpose of FERPA:

A. persons or companies with whom the Board has contracted to perform a specific task (such as an attorney, auditor, insurance representative, or medical consultant);

B. contractors, consultants, volunteers or other parties to whom the Board has outsourced a service or function otherwise performed by the Board employees (e.g. a therapist, authorized information technology (IT) staff, and approved online educational service providers).

The above-identified outside parties must (a) perform institutional services or functions for which the Board would otherwise use its employees, (b) be under the direct control of the Board with respect to the use and maintenance of education records, and (c) be subject to the requirements of 34 C.F.R. 99.33(a) governing the use and re-disclosure of PII from education records.

Finally, a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his/her tasks (including volunteers) is also considered a "school official" for purposes of FERPA provided s/he meets the above-referenced criteria applicable to other outside parties.

"Legitimate educational interest" shall be defined as a "direct or delegated responsibility for helping the student achieve one (1) or more of the educational goals of the District" or if the record is necessary in order for the school official to perform an administrative, supervisory or instructional task or to perform a service or benefit for the student or the student's family. The Board directs that reasonable and appropriate methods (including but not limited to physical and/or technological access controls) are utilized to control access to student records and to make certain that school officials obtain access to only those education records in which they have legitimate educational interest.

The Board authorizes the administration to:

A. forward student records, including any suspension and expulsion action against the student, on request to a school or school district in which a student of this District seeks or intends to enroll upon condition that the student's parents be notified of the transfer, receive a copy of the record if desired, and have an opportunity for a hearing to challenge the content of the record;

B. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a public school or school district in which a student in foster care is enrolled. Such records shall be transferred within one (1) school day of the enrolling school's request;

C. provide "personally-identifiable" information to appropriate parties, including parents of an eligible student, whose knowledge of the information is necessary to protect the health or safety of the student or other individuals, if there is an articulable and significant threat to the health or safety of a student or other individuals, considering the totality of the circumstances;

D. report a crime committed by a child with or without a disability to appropriate authorities and, with respect to reporting a crime committed by a student with a disability, to transmit copies of the student's special education records and disciplinary records including any suspension and expulsion action against the student to the authorities and school officials for their consideration;

E. release de-identified records and information in accordance with Federal regulations;

F. disclose personally identifiable information from education records, without consent, to organizations conducting studies "for, or on behalf of" the District for purposes of developing, validating or administering predictive tests, administering student aid programs, or improving instruction;

Information disclosed under this exception must be protected so that students and parents cannot be personally identified by anyone other than representative of the organization conducting the study, and must be destroyed when no longer needed for the study. In order to release information under this provision, the District will enter into a written agreement with the recipient organization that specifies the purpose of the study. (See Form 8330 F14.) Further, the following personally identifiable information will not be disclosed to any entity: a student or his/her family member's social security number(s); religion; political party affiliation; voting history; or biometric information.

**[NOTE: Districts without AGs should include the following paragraph]** This written agreement must include: 1) specification of the purpose, scope, duration of the study, and the information to be disclosed; 2) a statement requiring the organization to use the personally identifiable information only to meet the purpose of the study; 3) a statement requiring the organization to prohibit personal identification of parents and students by anyone other than a representative of the organization with legitimate interests; and 4) a requirement that the organization destroy all personally identifiable information when it is no longer needed for the study, along with a specific time period in which the information must be destroyed. **[END OF OPTION]**

While the disclosure of personally identifiable information (other than social security numbers, religion, political party affiliation, voting record, or biometric information) is allowed under this exception, it is recommended that de-identified information be used whenever possible. This reduces the risk of unauthorized disclosure.

G. disclose personally identifiable information from education records without consent, to authorized representatives of the Comptroller General, the Attorney General, and the Secretary of Education, as well as State and local educational authorities;

The disclosed records must be used to audit or evaluate a Federal or State supported education program, or to enforce or comply with Federal requirements related to those education programs. A written agreement between the parties is required under this exception. (See Form 8330 F16)

**[NOTE: the following sentence should be selected by districts with AGs]** The District will verify that the authorized representative complies with FERPA regulations.

H. request each person or party requesting access to a student's record to abide by the Federal regulations concerning the disclosure of information.

The Board will comply with a legitimate request for access to a student's records within a reasonable period of time but not more than forty-five (45) days after receiving the request or within such shorter period as may be applicable to students with disabilities. Upon the request of the viewer, a record shall be reproduced, unless said record is copyrighted, and the viewer may be charged a fee equivalent to the cost of handling and reproduction. Based upon reasonable requests, viewers of education records will receive explanation and interpretation of the records.

The Board shall maintain a record of those persons to whom information about a student has been disclosed. Such disclosure records will indicate the student, person viewing the record, information disclosed, date of disclosure, and date parental/eligible student consent was obtained (if required).

Upon written request by a student's parent or legal guardian, the District shall disclose to the parent or legal guardian any personally identifiable information concerning the student that is collected or created by the District as part of the student's education records.

If the District provides any personally identifiable information concerning the student that is collected or created by the District as part of the student's education records to any person, agency, or organization, then the District shall disclose to the student's parent or legal guardian upon his/her written request:

A. the specific information that was disclosed;

B. the name and contact information of each person, agency, or organization to which the information has been disclosed;

C. the legitimate reason that the person, agency, or organization had in obtaining the information.

This information shall be provided without charge within thirty (30) days after the District receives the written request and without charge to the parent or legal guardian.

The District is not required to disclose to the parent or legal guardian, even upon written request, any personally identifiable information concerning the student that is collected or created by the District as part of the student's education records and is provided to any person, agency, or organization in any of the following situations:

A. provision of such information to the Michigan Department of Education or CEPI

B. provision of such information to the student's parent or legal guardian

C. provision of such information to its authorizing body or to an educational management organization with which it has a management agreement

D. provision of such information to or from its intermediate school district or to another intermediate school district providing services to the District or its students pursuant to a written agreement

E. provision of such information to a person, agency, or organization with written consent from the student's parent or legal guardian or, if the student is at least age eighteen (18), the student

F. provision of such information to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction

G. provision of such information as necessary for standardized testing that measures the student's academic progress and achievement

H. provision of such information that is covered by the opt-out form described above, unless the student's parent or legal guardian or, if the student is at least age eighteen (18) or is an emancipated minor, the student has signed and submitted the opt-out form referenced below

Only "directory information" regarding a student shall be released to any person or party, other than the student or his/her parent, without the written consent of the parent; or, if the student is an eligible student, the written consent of the student, except those persons or parties stipulated by the Board policy and administrative guidelines and/or those specified in the law.

The Board shall exempt from disclosure directory information, as requested for the purpose of surveys, marketing, or solicitation, unless the Board determines that the use is consistent with the educational mission of the Board and beneficial to the affected students. The Board may take steps to ensure that directory information disclosed shall not be used, rented, or sold for the purpose of surveys, marketing, or solicitations. Before disclosing the directory information, the Board may require the requester to execute an affidavit stating that directory information provided shall not be used, rented, or sold for the purpose of surveys, marketing, or solicitation.

**DIRECTORY INFORMATION**

Each year the Superintendent shall provide public notice to students and their parents of the District's intent to make available, upon request, certain information known as "directory information." The Board designates as student "directory information":

A. **(X )** a student's name;

B. **(X )** address (except for students participating in the address confidentiality program act);

C. **(X )** telephone number;

D. **(X )** date and place of birth;

E. **(X )** major field of study;

F. **(X )** participation in officially recognized activities and sports;

G. **( )** height and weight, if member of an athletic team;

H. **( )** height if member of an athletic team;

I. **( )** weight, if member of an athletic team which requires disclosure to participate;

J. **(X )** dates of attendance;

K. **(X )** date of graduation;

L. **(X )** awards received;

M. **(X )** honor rolls;

N. **(X )** scholarships;

O. **(X )** telephone numbers for inclusion in school or PTO directories;

P. **(X )** school photographs or videos of students participating in school activities, events or programs;

Q. **( )** _____.

**[The following option should be selected if the Board assigns school email accounts to students per Policy 7540.03. *This option is provided to address potential confidentiality issues presented by Policy 7540.03 and is supported by Federal FERPA regulation 34 C.F.R. 99.37(d).]**

**[X ]** The Board designates school-assigned e-mail accounts as "directory information" for the limited purpose of facilitating students' registration for access to various online educational services, including mobile applications/apps that will be utilized by the student for educational purposes **( )** and for inclusion in internal e-mail address books. School-assigned e-mail accounts shall not be released as directory information beyond this/these limited purpose(s) and to any person or entity but the specific online educational service provider and internal users of the District's Education Technology.

The Superintendent will also develop a list of uses for which the District commonly would disclose a student's directory information and develop an opt-out form that lists all of the uses or instances and allows a parent or legal guardian to elect not to have his/her child's directory information disclosed for one (1) or more of these uses.

Each student's parent or legal guardian will be provided with the opt-out form within the first thirty (30) days of the school year. The form shall also be provided to a parent or legal guardian at other times upon request.

If an opt-out form is signed and submitted to the District by a student's parent or legal guardian, the District shall not include the student's directory information in any of the uses that have been opted out of in the opt-out form. A student who is at least age eighteen (18) or is an emancipated minor may act on his/her own behalf with respect to the opt-out form.

Parents and eligible students may also refuse to allow the District to disclose any or all of such "directory information" upon written notification to the District within ten (10) days after receipt of the District's public notice.

**Armed Forces Recruiting**

The Board shall provide United States Armed Forces recruiters with at least the same access to the high school campus and to student directory information (names, addresses, District-assigned email addresses (if available) (except for students participating in the address confidentiality program act), and telephone listings of secondary students) as is provided to other entities offering educational or employment opportunities to those students. "Armed forces of the United States" means the armed forces of the United States and their reserve components and the United States Coast Guard.

If a student or the parent or legal guardian of a student submits a signed, written request to the Board that indicates that the student or the parent or legal guardian does not want the student's directory information to be accessible to official recruiting representatives, then the officials of the school shall not allow that access to the student's directory information. The Board shall ensure that students and parents and guardians are notified of the provisions of the opportunity to deny release of directory information.

Public notice shall be given regarding the right to refuse disclosure of any or all "directory information" including to the armed forces of the United States and the service academies of the armed forces of the United States.

A fee, not to exceed the actual costs incurred by the high school, for copying and mailing student directory information under this section, may be charged an official recruiting representative.

Directory information received under armed services authorization request shall be used only to provide information to students concerning educational and career opportunities available in the armed forces of the United States or the service academies of the armed forces of the United States. An official recruiting representative who receives student directory information under this section shall not release that information to a person who is not involved in recruiting students for the armed forces of the United States or the service academies of the armed forces of the United States.

Annually, the Board will notify male students age eighteen (18) or older that they are required to register for the selective service.

Requests to the District records officer shall be presented on a standardized form developed by the armed forces of the United States requesting access to a high school campus and a time for the access. Requests should bear the signature of the ranking recruiting officer of the armed service making the request.

Whenever consent of the parent(s)/eligible student is required for the inspection and/or release of a student's education records or for the release of "directory information", either parent may provide such consent unless stipulated otherwise by court order. If the student is under the guardianship of an institution, the Superintendent shall appoint a person who has no conflicting interest to provide such written consent.

The Board may disclose "directory information" on former students without student or parental consent, unless the parent or eligible student previously submitted a request that such information not be disclosed without their prior written consent.

The Board shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a student’s education records. This does not apply to any of the following situations:

A. providing the information as necessary for standardized testing that measures the student’s academic progress and achievement

B. providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with the District

The parent of a student or an eligible student has the right to inspect upon request any instrument used in the collection of personal information before the instrument is administered or distributed to a student. Personal information for this section is defined as individually identifiable information including a student or parent’s first and last name, a home or other physical address (including street name and the name of the city or town, unless a parent is prohibited from doing so due to a student's participation in the address confidentiality program act), a telephone number, or a Social Security identification number. In order to review the instrument, the parent or eligible students, must submit a written request to the building principal at least _____ work days before the scheduled date of the activity. The instrument will be provided to the parent within _____ business days of the principal receiving the request.

The Superintendent shall directly notify the parent(s) of a student and eligible students, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

This section does not apply to the collection, disclosure or use of personal information collected from students from the exclusive purpose of developing, evaluating, or providing educational products or service for, or to, students or educational institutions, such as the following:

A. college or other postsecondary education recruitment, or military recruitment;

B. book clubs, magazines, and programs providing access to low-cost literary products;

C. curriculum and instructional materials used by elementary and secondary schools;

D. tests and assessments used by elementary and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;



E. the sale by students of products or services to raise funds for school-related or education-related activities; and

F. student recognition programs.

The Board may establish online access for the parents or the eligible student to the student's confidential academic and attendance record. To authorize such access, the parents or the eligible student must sign a release (see Form 8330 F10). This release shall remind the parents or eligible student that the account and confidential information about the student is only as secure as they keep their account information. Neither the District nor its employees will be held responsible for any breach of this policy by the parent/eligible student or any unauthorized party.

The Superintendent shall prepare administrative guidelines to ensure that students and parents are adequately informed each year regarding their rights to:

A. inspect and review the student's education records;

B. request amendments if the record is inaccurate, misleading, or otherwise in violation of the student's rights;

C. consent to disclosures of personally-identifiable information contained in the student's education records, except to unauthorized disclosures allowed by the law;

D. challenge the Board's noncompliance with a parent's request to amend the records through a hearing;

E. file a complaint with the United States Department of Education;

F. obtain a copy of the Board's policy and administrative guidelines on student records.

The Superintendent shall also develop procedural guidelines for:

A. **(X )** the proper storage and retention of records including a list of the type and location of records;

B. **(X )** informing Board employees of the Federal and State laws concerning student records.

The Board authorizes the use of the microfilm process or electromagnetic processes of reproduction for the recording, filing, maintaining, and preserving of records.

No liability shall attach to any member, officer, or employee of this District specifically as a consequence of permitting access or furnishing student records in accordance with this policy and regulations.

Any entity receiving personally identifiable information pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, such an entity must enter into a written contract with the Board of Education delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the personally identifiable information will not be redisclosed without prior authorization from the Board. Further, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Board of Education. See Form 8330 F14 and Form 8330 F16 for additional contract requirements.

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|---|---|
| Legal | M.C.L. 380.1135, 380.1136 |
| | Letter, April 6, 2004 Jeremy Hughes, Deputy Supt. Department of Education |
| | 34 C.F.R. Part 99, 2002 |
| | Section 444 of subpart of part C of the General Education Provisions Act |
| | Title IV of Public Law 90-247 |
| | 20 U.S.C., Section 1232f through 1232i (FERPA) |
| | 20 U.S.C. 1400 et seq., Individuals with Disabilities Education Improvement Act |
| | 20 U.S.C. 7165(b) |
| | 26 U.S.C. 152 |
| | 20 U.S.C. 7908 |

Last Modified by Debbie Scott on November 11, 2021

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223
www.hazelparkschools.org

To: Hazel Park Board of Education

From: Tamaran Dillard, Director of Student Services

Subject: HPJH Resource Teacher

Date: December 13, 2021

At this time, based on student need, I am seeking approval from the Board of Education to hire one additional full time special education resource room teacher for the Hazel Park Junior High School.

In an effort to meet the individual needs of students, it is essential to provide an additional full time resource room teacher. At present, one of two resource teachers is at the MARSE legal capacity of 23 students permitted on a caseload. Another resource teacher is fast approaching this same situation. Throughout the school year, resource teachers are part of MET/IEP teams that conduct evaluations for special education; if students are found eligible, our resource room teachers will program for these students and caseload numbers will increase. Additionally, during open enrollment periods, we welcome students with existing IEP's that require resource room services. This also increases caseload and workload numbers for our resource teachers.

Based on the above information, I am asking that the Board approve the request for the additional full time resource room teaching position at the Junior High School.

**Funding Source:** This additional resource teacher would be funded through the district's general fund.

**Climate and Culture:** The Hazel Park School District will provide a unified system of support for all students, embracing diversity, and fostering a positive school climate.

**Recommendation**
That the Board of Education approve the addition of one resource teacher for the 2021-2022 school year.

**APPROVED AND RECOMMENDED FOR BOARD ACTION**

Amy Y. Kruppe, Ed.D.
Superintendent

HAZEL PARK SCHOOLS

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To: Hazel Park Board of Education

From: Jason Zirnis, Assistant Superintendent of Business and Operations

Subject: Integrated Pest Management

Date: December 9, 2021

The Integrated Pest Management Plan outlines goals and expectations to be followed when pests enter the facilities or surrounding areas. This involves documentation of pests noted in the area, action steps to be taken through communication with our pest management company and strategies to follow to avoid future infestations.

To maintain acceptable standards of sanitation and infection control throughout the school district, it is necessary to keep pests from infesting the buildings and their immediate surroundings. A pest is defined as any living creature that may interfere with the safe and sanitary operation of the school.

To accomplish our goal, we will combine prevention and exclusion techniques, set up and enforce pest management policies, and establish a close working relationship with custodial services, buildings and grounds, and management company through communication.

We are bringing the current Pest Management Plan to the Board for approval, it was revised earlier this year with a review of the current and past issues as identified in each of the buildings. I am happy to report that we have had, what I would call nuisance issues across the District with no large scale infestations in the past year.

Funding Source: Cost to implement the IPM is budgeted in the General Fund and is essentially the charges incurred for the monthly services of Ecolab

Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Recommendation**
That the Board of Education approves the Integrated Pest Management Plan, as presented.

**APPROVED AND RECOMMENDED FOR BOARD ACTION**

Amy Y. Kruppe, Ed.D.
Superintendent



HAZEL PARK PROMISE

## STATEMENT OF INTEGRATED PEST CONTROL

## HAZEL PARK SCHOOLS

To maintain acceptable standards of sanitation and infection control throughout school buildings, it is necessary to keep pests from infesting the buildings and their immediate surroundings. A pest is defined as any living creature that may interfere with the safe and sanitary operation of the school.

To accomplish our goal, we will combine prevention and exclusion techniques, set up and enforce pest management policies, and establish a close working relationship with custodial services, buildings and grounds, and the faculty.

Whenever a pest problem is observed or reported, a strategy will be designed to address the problem with our third-party contractor. In designing a solution, we will take in consideration the biology of the pest, its impact on safety and health, and the local environment. We will review all available means of control and evaluate the risks involved in implementing control. No mean of control will be used under circumstances where the risks inherent to the means of control would exceed the benefits of eliminating a particular pest in a particular place.

## RESPONSIBILITIES OF THE PEST CONTROL CONTRACTOR

Ecolab will comply with all Federal and State laws and regulations. Ecolab is responsible for establishing and implementing the pest prevention program, with emphasis on exclusionary techniques. Ecolab is responsible for identifying pest problems and for designing a strategy to eliminate those problems, whenever they can be safely eliminated.

### l) RECORDS

Ecolab will maintain pest control application records for every building serviced.

### 2) SCHEDULE

The pest control operator will provide school management with a schedule of pesticide application, whenever necessary. Currently Ecolab is scheduled onsite visits each month to review the mitigation in place and review logs in every building for issues. Additional visits may be required at the request of the District based on situations encountered in the buildings as needed.

### 3) INSPECTION OF OUTDOORS AREAS



During the course of a visit, the pest control operator will inspect all areas adjacent to the buildings. The pest control operator will report any existing condition that may create a

pest harborage, preventable pest entry point, or breeding grounds. The pest control operator will check the grounds for burrows and other signs of rodents. Because of the dangers associated with their droppings and ectoparasites, the pest control operator will report critters, feral animals, and birds nesting or flocking in the immediate vicinity of the buildings. If in the opinion of the pest control operator, it becomes necessary to establish a control program for critters, birds, or feral pests, the pest control operator will notify school management.

**4) INSPECTION OF INDOORS AREAS**

The pest control technician will regularly inspect all dietary areas, and any other area where pests are seen or reported. If it is necessary to apply pesticides, the pest control applicator will indicate in writing the type of pesticide used, the rate of dilution (if applicable), the technique of application, and the reason for making the application.

**5) PEST CONTROL STRATEGY**

The pest control operator will submit to the building manager a report of any pest sighting, including approximate number and type of pest. The pest control operator will notify custodial staff of any housekeeping deficiency or maintenance problem encountered in the course of the inspection. The pest control operator will notify the custodial staff of any repairs that have to be made, or any procedure that has to be changed, to maintain an environment free of pest without resorting to pesticides. The pest control operator will make recommendations to the custodial staff regarding the installation or purchase of mechanical or electrical means of pest control, should they be needed.

**6) APPLICATION OF INSECTICIDES**

No pesticide will be applied in the school buildings by anyone other than the pest control operator. Under normal conditions, the pest control operator will apply insecticides only when other means of control have proven impractical or ineffective.

Under the following circumstances, the pest control operator may resort to the use of insecticides other than bait.

1) When an unavoidable influx of pest breeches the threshold of acceptance, and proper notification has been given.

2) Aerosols or other pesticides may be used when the presence of stinging or poisonous insects creates a clear and immediate danger, and the insects cannot be removed by mechanical means. When this happens, it may be necessary to make some areas of the school off-limit to students and faculty. The scope of the duration of the quarantine will be

determined by the pest control operator, based upon the pesticides used and the biology of the insects treated.

3) Various pesticides may be used according to label to eliminate particular pests when the schools are closed for extended periods of time, providing that the treatments are performed at least 3 days before the students return.

## 7) APPLICATION OF RODENTICIDES

Exclusion is paramount and the pest control operator will be diligent in informing management of deficiencies conducive to the influx or breeding of rodents. The pest control operator will take all necessary steps to eliminate rodents from building premises and surrounding areas.

Applications of rodenticides will be limited to areas of the buildings inaccessible to the general public. Rodent control in areas accessible to the public will be done by means of traps or tamper proof bait stations exclusively.

The pest control operator will notify school management of any items found to be contaminated by rodents, so those items can be sanitized or discarded.

## 8) WEED CONTROL

Ecotec does not get involved in weed control in the Hazel Park School District, and any weed control performed on school property. Weed control is undertaken by District staff and used when necessary to control growth of materials throughout the District. The District only uses ready to use chemicals.

## RESPONSIBILITY OF THE SCHOOL DISTRICT

### 1) NOTIFICATION

School administration will fulfill all statutory parent/guardian notification requirements pertaining to application of pesticides.

### 2) SANITATION AND REPAIRS

The building manager will maintain building sanitation, and perform all repairs necessary to exclude or avoid pests. The building manager will perform all necessary clean ups following pesticide application.

### 3) ACCESS

The building manager will provide the pest control operator with access to areas in need of inspection or service.

### 4) COOPERATION

The building manager will assist the pest control operator in securing the cooperation needed from the Faculty in implementing pest control strategy.

### 5) EDUCATION

The success of any IPM policy requires the collaboration of all parties using the buildings. The building manager and the pest control operator will set up various mechanisms to inform the students, the faculty and all school employees of the nature of the IPM program. That mechanism may involve literature, formal meetings, lectures or seminars.

# OVERVIEW OF BUILDINGS COVERED

1) Edison School
2) Ford Alternative and Board Office
3) High School
4) Hoover Elementary
5) Longfellow
6) Hazel Park Junior High
7) Roosevelt School
8) United Oak Elementary
9) Webb / Jardon Elementary
10) Webster Early Childhood

## INDIVIDUAL BUILDING INFORMATION

Specific buildings IPMs are listed on individual pages. Note that all blueprints have been eliminated from building IPMs. State regulators or personnel given proper clearance by school authorities will be allowed to view blueprints of school buildings in a controlled setting, under supervision of designated school officials. For security reasons, no building blueprint, copies of building blueprints, building schematics or information pertaining to building construction or floor plan lay-out is to be included in documents available to the general public.

# EDISON SCHOOL

STATEMENT OF IPM

This building is covered by the general Statement of IPM, reviewed on 12/1/2021, prior review was 1/7/2021

Environment: Suburban

Location: 1650 Mapledale, Hazel Park

Description: 1 story with no basement.

Building includes classrooms, a kitchen, a gymnasium and a multipurpose room / cafeteria. There are administrative offices. There is a separate boiler room, used a custodian's office. It is kept locked and inaccessible to students.

Area: 46,753 sq. ft.

Construction: Commercial

Built in 1957 (renovated 2019)

Usage: Center Program

Pest control history: Custodial Staff maintain logbook in the front office for review by Ecolab Technician. All records are kept for one year.

No significant activity has been noted since renovation, there was a history of rodent's infestation in the past. As with all slab foundation buildings ants and other insects are common which are addressed as identified.

# FORD ELEMENTARY

STATEMENT OF IPM

This building is covered by the general Statement of IPM, reviewed on 12/1/2021, prior review was 1/7/2021

Environment: Suburban

Location: 1620 E. Elsa, Hazel Park

Description: 1 story with no basement.

Building includes classrooms, a small kitchen, and a gymnasium used as cafeteria. There are extensive administrative offices. There is a separate boiler room, used a custodian's office. It is kept locked and inaccessible to students.

Area: 48,720 sq. ft.

Construction: Commercial

Built in 1957.

Usage: Administrative Center and Alternative High School

Pest control history: Custodial Staff maintain logbook in the front office for review by Ecolab Technician All records are kept for one year.

As with all slab foundation buildings ants and other insects are common which are addressed as identified. Rodents have been noted in the surrounding athletic fields and are baited external to the building on a monthly basis. No significant infestations have been identified.

# HAZEL PARK HIGH SCHOOL

## STATEMENT OF IPM

This building is covered by the general Statement of IPM, reviewed on 12/1/2021, prior review was 1/7/2021

Environment: Suburban

Location: 23400 Hughes, Hazel Park.

Description: 2 story with basement and access tunnels.

Building includes classrooms, Health Center, kitchen, two gymnasiums and adjacent locker rooms. There is a swimming pool on the first floor. This pool has been drained and is in repair along with the locker rooms. There are extensive administrative offices. There is a separate boiler room, kept locked and inaccessible to students.

Area: 215,125 sq. ft.

Construction: Commercial

Built in 1929 with numerous renovations.

Usage: High School.

Pest control history: Custodial Staff maintain logbook in the front office. All records are kept for one year. History includes German cockroaches, Oriental cockroaches, ants and mice.

The City of Hazel Park is serviced by 3 main sewer lines running respectively along 8, 9- and 10-mile roads. The Chrysler production facility located in adjacent Warren have their own power plants, and they pump steam year-round into the 9-mile sewer branch. Consequently, the temperature in the main sewer was conducive to the breeding of Oriental roaches. In the past this has resulted in the need for ongoing preventative treatments. Since the transition of pest management services to Ecolab there have been very few sightings of the roaches recent.

Mice regularly invade the school in the fall. Keeping the doors open at that time of the year is unavoidable considering building temperature. Rodents are eliminated by use of traps in the fall. Bait is never used, except in permanently locked area such as boiler room and around dumpster enclosures.

# HOOVER ELEMENTARY

STATEMENT OF IPM

This building is covered by the general Statement of IPM, reviewed on 12/1/2021, prior review was 1/7/2021

Environment: Suburban

Location: 23720 Hoover, Hazel Park

Description: 1 story with no basement.

Building includes classrooms, a small kitchen, and a gymnasium used as cafeteria. There are administrative offices. There is a separate boiler room, used a custodian's office. It is kept locked and inaccessible to students.

Area: 42,150 sq. ft.

Construction: Built in 1954 most recent renovation was 2003.

Usage: Elementary School

Pest control history: Occasional pavement ants in kitchen. Bait accordingly. Custodial staff are assigned to maintain logbook in the front office. All records are maintained for 1 year.

# LONGFELLOW

STATEMENT OF IPM

This building is covered by the general Statement of IPM, reviewed on 12/1/2021, prior review was 1/7/2021

Environment: Suburban

Location: 570 E. Mapledale, Hazel Park.

Description: 1 story with no basement.

Area: 31,490 sq. ft.

Construction: Commercial

Built in 1954 with most recent renovation in 2004

Usage: Rented to Third Party for Food Service Activities

Building is inspected monthly for rodents and insects. Treated when necessary.
Log book is located in the main entry and maintained by Ecolab.

# HAZEL PARK JUNIOR HIGH

STATEMENT OF IPM

This building is covered by the general Statement of IPM, reviewed on 12/1/2021, prior review was 1/7/2021

Environment: Suburban

Location: 22770 Highland, Hazel Park.

Description: 2 stories with no basement.

Building includes classrooms, a large kitchen, and 2 gymnasiums, separate commons that doubles as a cafeteria. There are extensive administrative offices. There is a separate boiler room, used a custodian's office. It is kept locked and inaccessible to students.

Area: 123,400 sq. ft.

Construction: Commercial

Built in 2006.

Usage: Middle School

The previous school on this location was tom down to make room for a brand new, state of the art building, which opened in September 2006. The building is inspected monthly.

Mice regularly invade the school in the fall. Keeping the doors open at that time of the year is unavoidable considering building temperature. Rodents are eliminated by use of traps in the fall. Bait is used in permanently locked area such as boiler room and around dumpster enclosures.  Ants are an occasional problem but are baited when identified.

# ROOSEVELT

STATEMENT OF IPM

This building is covered by the general Statement of IPM, reviewed on 12/1/2021, prior review was 1/7/2021

Environment: Suburban

Location: 24131 S Chrysler Drive, Hazel Park

Description: 1 story with no basement.

Building includes classrooms, a small kitchen, and a gymnasium used as cafeteria. There are administrative offices. There is a separate boiler room, used a custodian's office. It is kept locked and inaccessible to students.

Area: 34,092 sq. ft.

Construction: Commercial

Built in 1955.

Usage: Alternative High School

Pest control history: Occasional pavement ants in kitchen. Bait accordingly. Custodial staff assigned to maintain logbook. All records are kept for one year by pest control company.

No significant issues noted throughout the year, occasional ant issues which are addressed as identified.

# UNITED OAKS ELEMENTARY

STATEMENT OF IPM

This building is covered by the general Statement of IPM, reviewed on 12/1/2021, prior review was 1/7/2021

Environment: Suburban

Location: 1001 E. Harry, Hazel Park

Description: 1 story with no basement.

Building includes classrooms, a small kitchen, and a gymnasium used as cafeteria. There are extensive administrative offices. There is a separate boiler room, used a custodian's office. It is kept locked and inaccessible to students.

Area: 50,585 sq. ft.

Construction: Commercial

Built in 1956 extensively remodeled in 2002

Usage: Elementary school.

Pest control history: No significant pest problem reported since the 2002 comprehensive remodeling. Custodian is assigned to keep logbook.

# WEBB/JARDON SCHOOL

STATEMENT OF IPM

This building is covered by the general Statement of IPM, reviewed on 12/1/2021, prior review was 1/7/2021

Environment: Suburban

Location: 2100 Woodward Heights, Ferndale.

Description: 1 story with no basement.

Building includes classrooms, a kitchen, a gymnasium and adjacent locker rooms. There is a swimming pool on the first floor. The pool has been drained and is no longer in use. There are extensive administrative offices. There is a greenhouse which is used year-round. There is a separate boiler room, kept locked and inaccessible to students. There extensive tunnels under the building for mechanical access.

Area: 145,600 sq. ft.

Construction: Commercial

Built in 1956 with numerous renovation

Usage: Elementary and Special Education Programing.

Pest control history. Pest history includes German and Oriental cockroaches and mice. These have not been an issue in recent years and there are common sightings of ants and mice that are addressed as encountered. Since the addition of Ecolab services there have not been consistent reoccurring issues.

Custodial staff assigned to maintain logbook. All records are kept for one year by pest control company.

# WEBSTER ELEMENTARY

STATEMENT OF IPM

This building is covered by the general Statement of IPM, reviewed on 12/1/2021, prior review was 1/7/2021

Environment: Suburban

Location: 431 W. Jarvis, Hazel Park

Description: 1 story with no basement.

Building includes classrooms, a small kitchen, and a gymnasium that can be used as a cafeteria. Students currently eat in their classrooms. There are some administrative offices. There is a separate boiler room. It is kept locked and inaccessible to students.

Area: 62,4450 sq. ft.

Construction: Commercial

Built in 1954

Usage: Early Childhood Center

Pest control history: Occasional mice and ants as are common in slab foundation buildings. There are reports of ants in classrooms but this is to be expected due to the age of the students and breakfast and lunch is served in the classroom. In most cases this is addressed by cleanings to remove any food sources.

There has been significant bee activity in the courtyard, Ecolab has made several attempts to control the activity and a review will be undertaken in the spring to ensure ongoing issues are addressed.

Custodial staff assigned to maintain logbook. All records are kept for one year by pest control company

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223
www.hazelparkschools.org

To: Hazel Park Board of Education

From: Jason Zirnis, Assistant Superintendent of Business and Operations

Subject: Roof RFP

Date: December 9, 2021

In conjunction with the Facility Assessment completed by TMP Architecture, the District utilized the services of Garland Industries to perform an independent assessment of the roofs off all our buildings. Based on the assessment that they completed they have recommended that we perform replacement work on three buildings.

Ford Administration – Over the administrative offices there is severe ponding of water which is not currently leaking into the structure but has gotten progressively worse over the past three years. As the water continues to pond the weight is compressing the insulation and worsening the situation

Roosevelt School – The gymnasium roof needs replacement along with the supporting wall structure which needs to be strengthened to support the existing structure.

Hoover Elementary – A small section of roof above the main entrance needs replacement, due to the size of the roof area, a second section was selected for replacement at the same time in order for it to make mobilization on site economical. The roof over the Hoover Road classrooms was selected due to its age and condition.

Attached is the RFP for the services which we are requesting the Board review and Approve for release to bid the construction services out for the summer of 2022.

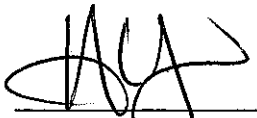
Funding Source: Sinking Fund

Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Recommendation**
That the Board of Education approves the RFP for roof replacement for the summer of 2022 to be charged to the sinking fund.

HAZEL PARK
SCHOOLS

**APPROVED AND RECOMMENDED FOR BOARD ACTION**



Amy Y. Kruppe, Ed.D.
Superintendent

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

GARLAND®

since 1895

## Partners In Excellence

**Hazel Park Public Schools**
**2022 Roof Project Specifications**


**PREPARED BY:**

Mr. TJ Morris / Ian Mattoon

The Garland Company, Inc.

HAZEL PARK PUBLIC SCHOOLS - 2022 ROOFING PROJECTS

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**HAZEL PARK SCHOOLS 2022 ROOF PROJECTS**

**GENERAL**

DATE: December 27th, 2021

PROJECT: Hazel Park Schools 2022 Roof Projects

OWNER: Hazel Park Schools
1620 E. Elza
Hazel Park, Michigan 48030.

**SCOPE**

Replacement of selected roof sections at Hoover Elementary, Hazel Park Advantage Alternative High, and INVEST Roosevelt Alternative High.

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**PRE-BID MEETING**

A mandatory pre-bid meeting will be held on-site, any contractor considering submittinga mid must attend:

Pre-bid Date: January 3rd, 2022, 11:30 a.m.

LOCATION: Starting At
Hoover Elementary
23720 Hoover Ave
Hazel Park, MI 48030

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**BIDS RECEIVED**

Bid Proposals will be received until the time and place, as follows, where and when theopening of bid proposals will be conducted by the Owner in public:

Bid Deadline: January 10th 2022, 11:30 a.m.

Sealed Bids will be received at the following location:

LOCATION: Board of Education
Hazel Park Schools
1620 E. Elza
Hazel Park, MI 48030



Attn: Jason Zirnis, Assistant Superintendent of Business and Operations
Jason.zirnis@hazelparkschools.org

**GENERAL INOFRMATION**

Documents will be made available by electronic transfer from the office Jason Zirnis, Assistant Superintendent of Business and Operations, Hazel Park School District

A sworn and notarized statement disclosing any familial relationship existing between the bidder and any member of the school board, school superintendents, or chief executive must accompany each bid. The Iran Economic Sanctions Act Compliance Form must be included as well. The board shall not accept a bid that does not include both of these statements, whichare included on the proposal execution form (as attached).

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Bidder shall agree not to withdraw Bid Proposal for a period of sixty (60) days after date forreceipt of bids.

The right to reject any or all Bid Proposals, either in whole or in part, or to waive any informalities therein is reserved by the Owner.

All work must be completed prior to August 21, 2022

Familial Disclosure Statement

***(Must be completed for bid to be considered)***

In accordance with Section 1267 of the Revised School Code this bid must be accompanied by a sworn and notarized statement disclosing any familial relationship between the Owner or any employee of the Bidder and any member of the District's Board of Education or Superintendent of the District.

___ No, there is not a familial relationship between the Owner or any employee of the Bidder and any member of the District's Board of Education or Superintendent of the District.

___ Yes, there is a familial relationship between the Owner or an employee of the Bidder and a member of the District's Board of Education or Superintendent of the District. The person(s) and relationship are as follows:

| ***Bidder*** | ***Board of Education or Superintendent*** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Subscribed and sworn this _____ day of _____, 2021.

In the County of _____ State of _____

By _____
Notary Public Signature

My commission expires on: _____

Seal or stamp:

Affidavit of Compliance – Iran Economics Sanctions Act

***(Must be completed for bid to be considered)***

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized office of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the Thornapple Kellogg Schools ("the School District") Request for Proposals For Middle School Renovations and Site Improvements ("the RFP"), hereby certifies, represents and warrants that the Contractor (including its officers, directors, employees) is not an "Iran linked business" within the meaning of the Iran Economics Sanctions Act, Michigan Public Act No.517 of 2012 ("the Act"), and that in the event Contractor will not become an "Iran linked business" at any time during the course of performing any services under this contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's Investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years form the date determined that the person had submitted the false certification.

Contractor:

_____

(Name of Contractor)

By: _____

Title: _____

Date: _____

County of: _____ State of: _____

This instrument was acknowledged before me on the _____day of _____, 2021,

by,_____, Notary Public _____ County,

_____.

My Commission Expires: _____

Acting in the County of: _____

**PROPOSAL FORM**

## 1.1 PROPOSAL DUE

A. January 10th, 2022 at 11:30am

## 1.2 PROPOSAL

A. The GENERAL CONTRACTOR PROPOSAL shall include and cover ALL CONSTRUCTION TRADES, including but not limited to roofing contractor trades, as well as being responsible forall coordination between trades.

B. COMPANY _____

1. Please indicate Company name above.

C. TO: Board of Education, Hazel Park Schools, 1620 E. Elza, Hazel Park, MI 48030

D. ATTN: Mr. Jason Zirnis

E. The undersigned represents that they have:

1. Familiarized themselves with the local conditions affecting the cost of the work and with the Contract Documents, including Instructions to Bidders; Proposal Section; General, Supplementary and Special Conditions; etc., Drawings, Specifications and any Addenda issued, and hereby proposes to perform everything required to provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services, etc., necessary to perform and complete in a workmanlike manner all of the Workrequired for the construction of "Hazel Park Schools 2022 Roofing Projects" in accordance with the Contract Documents, including any addenda

2. Included with this proposal a Bid Bond, Certified or Cashier's Check in the amount of five (5) percent or_____dollars ($_____).

3. Reviewed the Work fully understands the scope of the work required by interfacing Sub-Contractors as well as that required by the General Contractor, all of which is covered inthis Proposal.

4. Agreed that their proposal, if accepted by the Owner, will be the basis for a contract directly with the Owner and to enter into such contract in accordance with the Intent of the Contract Documents.

5. Understood it is the intent of Hazel Park Schools to purchase materials for the 2022Roofing Projects located in Hazel Park, MI directly from Garland Inc., based upon the Hazel Park Schools participation in the U.S. Communities / OMNIA Government
Purchasing Alliance's program for Roofing Supplies and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid # PW1925 issued by the Racine County Board ofCommissioners.

**1.3 BASE BID – HOOVER ELEMENTARY SCHOOL**

A. The work described and specified shall be performed for the following Lump Sum, such amount constituting the Base Bid:

1. _____dollars ($_____) (amount of bid)

**1.4 BASE BID – INVEST ROOSEVELT**

A. The work described and specified shall be performed for the following Lump Sum, such amount constituting the Base Bid:

1. _____dollars ($_____) (amount of bid)

**1.5 BASE BID – ADVANTAGE**

A. The work described and specified shall be performed for the following Lump Sum, such amount constituting the Base Bid:

1. _____dollars ($_____) (amount of bid)

**1.6 SUBCONTRACTORS**

A. For the purposes of accounting, the Owner requests that the names and base bid dollar amounts of specific sub-contractors (all that apply) be presented as requested below:

1. Roofing Sub-Contractor: _____

   a. and Base Bid of_____dollars ($_____)

2. Plumbing Sub-Contractor: _____

   a. and Base Bid of_____dollars ($_____)

3. Electrical Sub-Contractor: _____

   a. and Base Bid of_____dollars ($_____)

4. General Construction Sub-Contractor: _____

   a. and Base Bid of_____dollars ($_____)

**1.7 PLM BOND**

A. The cost for the Performance Bond and Labor and Material Payment Bond for the Base BidWork shall be_____dollars ($_____) in addition to the Base Bid cost.

**1.8 UNIT PRICES**

A. Please provide unit prices for installing additional material after bids have been accepted. Theseunit prices should be utilized in quotations for any requested additional work or change orders.

1. Wet Insulation Removal: $_____/SF
2. Drain Replacement: $_____/EA
3. Deck Replacement $_____/SF

**1.9 CHANGE ORDER MARK-UP**

A. The General Contractor will supervise all sub-contractor Change Orders for a fee of 10%of costchange, which shall include all supervision, labor, general conditions and overhead and fee.

**1.10 AGREEMENT**

A. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids. It is agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

1. Date _____
2. COMPANY NAME _____
3. ADDRESS _____
4. PHONE _____
5. (Signature) (Type or Print)_____
6. TITLE _____

## PROJECT QUANTITIES

For this project, material take-off is the responsibility of the bidding contractor. The bidding contractor willhave coverage rates of each product to formulate the material quantities needed:

### HOOVER ELEMENTARY

| Product # | Product Name | Unit / Size | Coverage Rate | Minimum Required | Extra Requested |
|---|---|---|---|---|---|
| 7846-KIT | LiquiTec Base | 4.5-gal | 3 gal. | | |
| 7844-KIT | LiquiTec Top | 4.5-gal | 2 gal. | | |
| 4876 | Grip Polyester Soft | Roll | 1000 SF | | |

### INVEST ROOSEVELT

| Product # | Product Name | Unit / Size | Coverage Rate | Minimum Required | Extra Requested |
|---|---|---|---|---|---|
| 4411-80 | StressBase 80 | Roll | 150 SF | | |
| 4360 | StressPly | Roll | 100 SF | | |
| 7425-5 | Silver-Flash Mastic | 5 Gallon | 1 Gal/ 7 Ln. Ft. | | |
| 4840-6 | GarMesh 6” | Roll | 75 SF | | |
| 7411-5 | Garla-Brite | 5 Gallon | 500 SF | | |

### ADVANTAGE

| Product # | Product Name | Unit / Size | Coverage Rate | Minimum Required | Extra Requested |
|---|---|---|---|---|---|
| 7846-KIT | LiquiTec Base | 4.5-gal | 3 gal. | | |
| 7844-KIT | LiquiTec Top | 4.5-gal | 2 gal. | | |
| 4876 | Grip Polyester Soft | Roll | 1000 SF | | |
| 4113 | HPR Torch Base | Roll | 100 SF | | |

**PLEASE NOTE:**

1. It is the responsibility of the bidder to obtain any product-related information from the Garland representative prior to bid submission.
2. Contractor is responsible for completely their own take-offs. Any quantities above, the school has agreed to purchase directly from The Garland Company. If additional material is needed, it falls solely on the contractor’s responsibility

**GENERAL CONDITIONS**

PART 1 GENERAL

1.1 DEFINITIONS

A. The contract document consists of the AGREEMENT, the GENERAL CONDITIONS of the contract, the DRAWINGS and the SPECIFICATIONS, including all revisions hereto.

B. The Owner, the Contractor and the Owner's Representative shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the roof contract is awarded.

C. The term Owner shall be understood to be Hazel Park Schools

D. The term Owner's Representative shall be understood to mean the representative of the primary material manufacturer.

1.2 OWNER'S REPRESENTATIVE STATUS

A. The Owner's Representative shall have general Rights of Inspection of the work and is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. The Owner's Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.3 CONDTION OF SITE

A. The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items, pertinent to their work and have made allowance for same in their bids.

1.4 VERIFICATION OF DIMENSIONS AND ELEVATIONS

A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data but are not guaranteed by the Owner's Representative and the Owner's Representative will not be responsible for their accuracy. Before bidding on any paperwork dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her subcontractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.5 PROTECTION OF OWNER'S OPERATIONS

A. The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

1.6 PROTECTION OF WORK AND PROPERTY

A. The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type of material to protect the roof surface at all times.

B. Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.

C. In those areas where materials and/or hot asphalt will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This coverage shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.

D. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to both the Owner and the Owner's Representative.

1.7 MATERIAL STORAGE AND CLEAN-UP

A. The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and deducted from the balance due the Contractor.

B. The Contractor shall also remove drippage of bitumen or adhesive from all walls, windows, floors, ladders and finished surfaces. Failure to do so will result in the work being done by others and the cost shall be deducted from the balance due the Contractor.

C. Materials must be delivered with manufacturer's label intact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.

1.8 INSPECTION OF WORK

A. Where the drawings or specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.

B. Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be born by the Owner.

1.9 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

A. If directed by the Owner's Representative, the Contractor shall cut not more than four (4) cores, of approximately 200 square inches each, from every newly constructed roof area, in order to establish the amount of materials used per square foot, and shall restore all such areas to sound and watertight conditions as prior to the core testing.

B. In the event that such core cuts disclose any deficiency in materials, or soundness of construction, the Contractor shall, at his/her own expense, apply additional materials or otherwise correct the deficiencies to the satisfaction of the Owner's Representative.

C. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner

D. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.

E. The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.

F. The authorized Owner's Representative shall be responsible for:
   1. Keeping the Owner informed on a periodic basis as to the progress and quality of the work;
   2. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;
   3. Reporting to the Owner any failure or refusal of the Contractor to correct unacceptable practices;
   4. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative;
   5. Supervising the taking of test cuts, and the restoration of such areas;
   6. Rendering any other inspection services which the Owner may designate; and
   7. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.

G. The presence and activities of the Owner's Representative shall in no way relieve the Contractor of his/her contractual responsibilities.

1.10 MISCELLANEOUS UTILITIES

A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.

B. Water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.

C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.

D. Toilet facilities will be provided by the Contractor. The Contractor will be responsible for supplying a portable toilet on the job-site. The Contractor's personnel are not permitted to enter the building without proper authorization from the Owner or Owner's Representative.

1.11 CHANGES OR EXTRA WORK

A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:
   1. By firm adjustment;
   2. By cost plus with a guaranteed maximum;
   3. By cost with a fixed fee; or
   4. By unit cost.

B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner. The Owner's Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.

C. All work covered by unit prices submitted by the Contractor in his/her proposal must be covered by a written work order. The Owner's Representative will prepare the work order in triplicate covering the quantity of work and the total cost of the work. The work order which will be written at the end of each day, will be signed by the Owner's Representative and the Contractor's foreman and/or superintendent.

1.12 CORRECTION OF WORK PRIOR TO FINAL PAYMENT

A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the

Owner of the Owner's Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

1.13 CORRECTION OF WORK AFTER FINAL PAYMENT

A. The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the contract by the Owner. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

1.14 DEDUCTION FOR UNCORRECTED WORK

A. If the Owner deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

1.15 LIENS

A. The Contractor shall, if required by the Owner, furnish him/her with a release in full of all liens arising out of this contract or in lieu thereof, and receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his/her option furnish a bond to indemnify the Owner against all hazard of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien remains undischarged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorney's fees.

1.16 JOB CONDITIONS

A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Owner. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.

B. There is NO SMOKING allowed inside any buildings and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.

C. The Contractor should be aware of Owner's property when tearing off the existing roof. This is required for removal of dirt, silt, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building faces. Specific locations will be discussed at the pre bid conference.

D. Rolled Roofing Materials: All rolled roofing materials must be stored standing on end on a pallet or otherwise raised off of the roof. The materials are to be covered in a proper manner to assure that they will not become wet prior to application. Any materials that become wet or damaged must be removed from the job-site and replaced at the Contractor's expense.

E. Asphalt Kettle: Placement of the kettle shall be in a position so as not to interfere with the ongoing operations of the Owner. The asphalt to be used must be placed on a protective covering of some type until it is raised to the roof. A minimum of two (2) fire extinguishers and "Fire Out" must be adjacent to the kettle.

F. Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.

G. No drugs or alcoholic beverages are permitted on the grounds.

H. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant.

I. The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.

J. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.

K. Existing roof top equipment walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or asphalt must be cleaned off metal surfaces.

L. The Contractor is responsible for protecting all materials from the elements. If any material, such as insulation, becomes wet, it cannot be installed and must be replaced at the Contractor's expense. NOTE: Insulation and rolled roofing materials must be covered with waterproof tarps at the end of each work day. Plastic wrappers supplied by the insulation manufacturer are not acceptable substitutes for tarps. The Owner's Representative will reject any covering method material which does not adequately protect roofing materials.

M. Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.

N. Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored at the Contractor's expense.

O. The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.

P. The Contractor will ensure that all substances are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.

Q. Any isolated areas that must be torn off and replaced will be built-up to the height of the existing roof prior to the installation of the new roofing membrane system.

1.17 WORKMANSHIP

A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.

B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

1.18 INSULATION

A. Insulation shall have accurate dimensional stability so as to properly conform to the surfaces of the roof, cants, curbs, pipes, etc. Joints between boards shall be tight and insulation shall be held back ½" from vertical surfaces and sumps. Insulation shall be protected from the weather at all times. No more insulation shall be laid than can be completely covered with roof materials on the same day. A base sheet shall not be considered as a proper weather barrier.

B. Insulation that becomes wet during or after installation shall be removed and replaced with dry insulation. If roofing is in place, the roofing shall be also replaced. All replacing work shall be done at no added cost to the Owner.

1.19 ROOF DECK

A. Contractor shall notify the Owner or Owner's Representative of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier, if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

1.20 SAFETY

A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.

B. Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.

1.21 INSURANCE

A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by Contractors for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

1. THE CONTRACTOR AGREES TO INDEMNITY AND SAVE THE OWNER AND OWNER'S REPRESENTATIVE HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSS AND EXPENSE, LIABILITY DAMAGES, OR CLAIMS FOR DAMAGES, INCLUDING COST FOR DEFENDING ANY ACTION, ON ACCOUNT OF ANY INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF THE OWNER, ARISING OR RESULTING FROM THE WORK PROVIDED FOR OR PERFORMED, OR FROM ANY ACT, OMISSION, OR NEGLIGENCE OF THE CONTRACTOR, SUBCONTRACTOR AND THEIR AGENTS OR EMPLOYEES. THE FOREGOING PROVISIONS SHALL IN NO WAY BE DEEMED RELEASED, WAIVED OR MODIFIED IN ANY RESPECT BY REASON OF ANY INSURANCE OR SURETY PROVIDED BY THE CONTRACTOR.
2. All sub-contractors are required to file Certificated of Insurance properly completed and signed by an authorized insurance company representative before their work commences on the job or job site. No monies will be paid until the acceptable certificates are on file with the Contractor. Such certificates shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days prior written notice to the Contractor. In the event such certificates are not provided to the Contractor prior commencement of work, Contractor's failure to demand such certificates shall not be deemed a waiver of Subcontractor's requirement to obtain the subject insurance.
3. The Contractor shall provide and maintain standard fire, extended coverage perils, vandalism and malicious mischief insurance to protect the interest of both the Contractor and the Owner for materials brought into the job or stored on the premises. Such insurance shall be for 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials stored at the job-site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the Contractor, the cost of which are included in the direct cost of the work. This insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties, or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.
4. In accordance with Section (1.21), the Contractor and subcontractor(s) shall maintain the following insurance:
    a. Workmen's Compensation and Employer's Liability Insurance affording:
        1) Protection under the Workmen's Compensation Law of the States in which the work is performed; and
        2) Employer's Liability protection subject to a minimum limit of $100,000.
    b. Comprehensive General Liability Insurance in amounts not less than:
        1) Personal Injury: $1,000,000 per person
        (including bodily injury) $1,000,000 per occurrence
        2) Property Damage: $1,000,000 per occurrence
    c. Comprehensive Automobile Liability Insurance in the following minimum amounts:
        1) Bodily Injury $1,000,000 per person
        $1,000,000 per occurrence
        2) Property Damage $1,000,000 per occurrence
    d. This insurance shall:
        1) Include coverage for the liability assumed by the Contractor under this section (section 1.21.A.1) (Indemnity);

2) Includes coverage for:
   a) Premises, operations and mobile equipment liability
   b) Completed operations and products liability
   c) Contractual liability insuring the obligation assumed by the subcontractor in this agreement.
   d) Liability which subcontractor may incur as a result of the operations, acts or omissions of subcontractors, suppliers or material men and their agents or employees; and
   e) Automobile liability including owned, non-owned and hired automobile.

e. All coverage will be on an occurrence basis and on a form acceptable to the Contractor.
   1) Include completed operation coverage which is to be kept in force by the Contractor for a period of not less than one year after completion of the work provided for or performed under these specifications;
   2) Not be subject to any of the special property damage liability exclusions commonly referred to as the exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
   3) Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control; and
   4) The Certificate of Insurance furnished by the Contractor shall show specific reference that each of the foregoing items have been provided for.

5. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the Owner thirty (30) days prior written notice or cancellation of any material change in the insurance.

1.22 WORK HOURS AND DAYS

A. When the Contract is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be on the building. The job is to be bid under the assumption that all work will be performed on a straight time basis.

B. All work shall be completed within 60 days of project approval.

1.23 COMPLIANCE WITH LAWS

A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

1.24 OWNER'S RULES

A. The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.

B. The Contractor shall properly notify all employees of conditions relating to roof areas with very poor condition and which will be worked on. After such notification, the Contractor

must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.

C. THE CONTRACTOR SHALL "HOLD HARMLESS" THE MATERIAL MANUFACTURER, AGAINST ANY LITIGATION ARISING FROM ANY ACCIDENTS DURING THE COURSE OF THE CONTRACT.

1.25 SAFETY AND ECOLOGY

A. The Contractor(s) shall conform to the requirements as designated by the United States Federal Governments (e.g., O.S.H.A).

1.26 ANTI-DISCRIMINATION IN EMPLOYMENT

A. Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

PART 2 INSTRUCTIONS TO BIDDERS

2.1 WITHDRAWAL OR MODIFICATION OF BID

A. Any Bidder may withdraw his/her bid at any time before the scheduled closing date of the bid by appearing in person or by sending an authorized representative of the Bidder. An appointment should first be scheduled by calling the Owner's Representative. The Bidder or his/her representative shall be asked to sign, in writing that the bid was returned to him/her/ after the withdrawal from the contract, the Bidding Contractor may not resubmit them.

2.2 BID OPENINGS

A. Bids will be opened publicly and read aloud at the published date and time. Notice of award will be made by written correspondence.

2.3 QUESTIONS

A. Technical questions regarding this bid can be directed to:
   a. Ian Mattoon or TJ Morris

B. If the Contractor feels a conflict exists between what is considered good roofing practice and these specifications, he/she shall state in writing all objections prior to submitting quotations.

C. It is the Contractor's responsibility, during the course of the work, to bring to the attention of the Owner's Representative any defective membrane, insulation or deck discovered which has not been previously identified.

2.4 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

A. The Bidding Contractors shall be solely responsible for all accuracy of all measurements and for estimating the material required to satisfy these specifications.

2.5 DISCREPANCIES AND ADDENDA

A. Should a Bidder find any discrepancies in the Drawings and Specifications, or should he be in doubt as to their meaning, he/she shall notify the Owner's Representative at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding.

B. No extras will be authorized because of the Contractor's failure to include work called for in the Addenda in his/her bid.

C. It shall be the responsibility of all Bidders to call to the Owner's Representative's attention at the pre bid meeting, any discrepancies which may exist between or with any of the contract documents, or any questions which may arise as to their true meaning.

D. Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.

2.6 COMPETENCY OF THE BIDDERS

A. To enable the Owner to evaluate the competency and financial responsibility of a Contractor, the low Bidder shall, when requested by the Owner, furnish the information indicated in Section 5.0 below, entitled Contractor's Qualification Statement, which shall be sworn to under oath by him/her or by a properly authorized representative of the Bidder.

2.7 DISQUALIFICATION OF BIDDERS

A. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his/her bid(s):
   1. Failure to attend the pre bid meeting;
   2. Evidence of collusion among Bidders;
   3. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted;
   4. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history;
   5. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded; or
   6. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

2.8 NOTICE OF AWARD

A. The award of this contract for the work is contingent upon receipt of an acceptable bid. Any part of or all bids may be rejected. All bids shall be good for a period of ninety (90) days following the date the bids are due. The contract shall be deemed as having been awarded when the formal notice of acceptance of his/her proposal has been duly served upon the intended awardee by an authorized officer or agent of the Owner.

B. All work shall be completed within the allotted time designated by contractor on the bid form. If work isn't completed on time, $300 per day in liquidated damages will be charged to the contractor.

2.9 WARRANTY

A. A written warranty which will commence from date of acceptance by Manufacturer must be supplied with the roof installation. This warranty will cover all defects in workmanship and materials. Damages caused by storm, vandalism and other trades are not included in the warranty. This warranty shall be from the manufacturer (See further, Statement of Policy).

B. A two (s) year workmanship warranty is required from the Contractor for all remedial maintenance done under the terms of this contract.

2.10 START AND COMPLETION DATE

A. Work shall begin within thirty (30) days from the award of this contract, or as agreed upon by all parties.

B. All work as required in these specifications and drawings shall be completed within sixty (60) days of the start date, or as agreed upon by the parties.

C. Unless work is hampered by long period of inclement weather, by due proof of material unavailability, or by strike, the Owner will assess a penalty in the amount of $300.00 a day for each day beyond the agreed completion date.

D. The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Proposal form.

E. If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered “Spiking the job” which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract will be terminated and the Contractor at no cost to the Owner, must remove his/her equipment and possessions from the job-site upon notification by the Owner.

2.11 PAYMENT

A. Payment for materials shall only be made after the material has been delivered to the job-site. An invoice for the material must be presented to the Owner for payment. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can made monthly. Final payment for the project will be made following completion, after final inspection has been made and an invoice presented to the Owner. A 10% retainer shall be held until delivery of the warranty.

B. When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor’s control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials.

C. Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month. The amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding month.

D. Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.

E. Final payment shall be withheld until all provisions of the specifications are met, including all necessary clean-up, and the Owner receives written verification of completion.

F. Upon completion of the job, the Owner, the Owner's Representative, and the Contractor will make final inspection of the work done, and the Owner's Representative if requested by Owner's Representative.

G. All payments for material used in the execution of this contract can be made by a check issued jointly, payable to the Contractor and Owner's Representative will sign a completion slip authorizing final payment.

H. If requested by the Owner and/or Owner's Representative, the Contractor shall provide a Letter of Credit from the bank to secure payment to material supplier.

I. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplied prior to release of order.

J. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier via common carrier upon receipt of delivery.

K. Contractor shall have a pre-approved line of credit from the material supplier.

L. Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien with his/her final invoice indicating that all suppliers have been paid.

2.12 PERFORMANCE AND PAYMENT BOND

A. The successful Contractor will be responsible for securing a performance and payment bond from an acceptable bonding company. The cost of the bond will be paid directly by the Contractor. Contractor has to identify his/her bonding company and agent, submitting this documentation with his/her proposal. Note: See "Instruction to Bidders."

B. Financial documentation prescribed by the Owner to ensure that the Contractor is financially sound and capable of supporting the project to its conclusion.

C. If the successful Bidder is incorporated, an affidavit authorizing persons to sign for the Corporation. This should be in the form of minutes of the meeting of the Board of Directors, authorizing person or persons to sign for this contract work and indicating a quorum being present.

2.13 TERMINATION BY THE OWNER FOR CAUSE

A. The Owner may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:

1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Proposal form;
2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
3. Is guilty of substantial breach of a provision of the contract documents.

B. When the Owner terminates the contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the work, it will be paid to the Contractor. If the cost to finish the work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.

2.14 COMPLIANCE WITH LAWS

A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

PART 3 --- CONTRACTOR'S INSTRUCTIONS

3.1 TAXES

A. Contractor must comply with all state, federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state federal taxes with respect to Social Security, old age benefits, unemployment benefits, withholding taxes and sales taxes.

3.2 CONTRACTOR'S LICENSE

A. All pertinent state and local licenses will be required.

3.3 QUALIFICATION OF BIDDERS

A. Provide State of Michigan pre-certification forms.

3.4 BUILDING PERMITS

A. The acquisition of the applicable permits and associated costs to obtain said permits will the responsibility of the successful Contractor.

3.5 JOB COORDINATION

A. Contractor is responsible for daily communication with the Owner or Owner's Representative relating to areas of roof work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury. Contractor is also responsible for policing and protecting areas involving removal and replacement of roof projections, defective decking or other work involving deck penetration.

B. Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify Ian Mattoon or TJ Morris and Hazel Park Schools.

3.6 CLEAN-UP

A. Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials. The Contractor shall also remove any and all drippage of bituminous materials from the face of the buildings, floor, window, ladders and other finished surfaces.

3.7 SUPERINTENDENT

A. The Contractor shall keep a competent superintendent, satisfactory to the Owner and Owner's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner and the Owner's Representative unless the superintendent ceases to be in the employ of the Contractor.

B. The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.

C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.

3.8 INSPECTIONS

A. Before any material applications are made, the Owner or his/her representative and the material supplier representative shall be available to ensure a complete understanding of the specification.

B. The accepted Material Manufacturer will have a representative on site a minimum of three (3) times a week to verify compliance with the specifications, answer questions that may arise and provide on-going inspection services.

C. A final inspection shall be conducted by Owner, Contractor, and the Owner's Representative upon being notified of completion of specified work and clean-up.

PART 4 – STATEMENT OF POLICY

4.1 ENGINEERING

A. In addition to high-quality products, the Material Manufacturer provides recommendations and/or specifications for the proper installation of its material. However, the Material Manufacturer does not, nor does its representative, practice engineering or architecture. The Material Manufacturer makes no judgments on, and hereby disclaim any responsibility for the soundness of any roof deck or other structural component of buildings upon which the Material Manufacturer products are applied, and further recommend a structural engineer to examine the deck conditions. Re-roofing or Ballasted Roofing Systems will require certification from a structural engineer that the structure will support the proposed additional weight.

4.2 GUARANTEES

A. A roofing guarantee is available for review from the Material manufacturer for the roofing systems published in these specifications. The guarantee will be issued only upon completion of all the guarantee requirements by an approved Contractor. Such guarantees cannot be altered or amended, nor may any other warranties, guarantees or representations be made by an agent or employee f the Material Manufacturer unless such alteration, amendment or additional representation is issued in writing and is signed by a duly authorized officer of the Maternal Manufacturer, and sealed with the Material Manufacturer seal. This guarantee does not cover cosmetic deficiencies. THE MATERIAL MANUFACTURER WIL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE BUILDING OR ITS CONTENTS OR ANY OTHER CONSEQUENTIAL DAMAGES, AND ITS RESPONSIBILITY IS LIMITED TO REPAIRING LEAKS. The Contractor will warranty the roof to the Material Manufacturer for a period of two (2) years. The Contractor will inspect the roof with the Owner's Representative 18 months after completion, and, at the Contractor's expense, correct any workmanship defects before the 24$^{th}$ month following completion of the project.

4.3 APPROVED CONTRACTORS

A. The roof systems must be applied only by those contractors who have received approval from the Material Manufacturer for such installations. No guarantees will be issued when installation has been performed by a non-approved contractor.

4.4 ROOFING SEQUENCE

A. Phase roofing is not acceptable. Any insulation or base layers laid in any one day must be covered with the properly installed roof system that same day. Failure to do so will void any warranties and no guarantee will be issued for the roofing system.

4.5 ACCEPTABILITY OF COMPLETED WORK

A. The acceptability of completed roofing work will be based on its conformance to the contract requirement. The Material Manufacturer is not obligated to accept non-conforming work, and such non-conforming work may be rejected. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the Material Manufacturer at the Contractor's expense. The Material Manufacturer will instruct the Contractor's foreman and work crew on the proper methods of installation of the roofing system, and will follow-up on a regular basis to inspect the work being done. Any deficiencies from the specified work noted by the Material Manufacturer will be immediately reported to the Owner, along with recommended corrective actions necessary. The Material Manufacturer will not act in a supervisory capacity, and will not be responsible for the Contractor's errors or omissions.

4.6 ENGINEERING AND ROOF DECK

A. The Material Manufacturer nor its representatives, practice engineering nor architecture. It makes no judgments on, and hereby disclaim any responsibility for the soundness of any roof deck or other structural component of buildings upon which its products are applied. Re-roofing and general building structuring require certification from a structural engineer that the structure will support the proposed additional weight. In addition, the Contractor must notify the Owner or his/her representative on the job-site of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's

prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

4.7 ASBESTOS IDENTIFICATION

A. The Material Manufacturer routinely conducts roof surveys and inspections in order to provide recommendations and/or specifications for the use of its products. However, the MATERIALS MANUFACTURER IS NOT, NOR ARE ITS REPRESENTATIVES, CERTIFIED TO IDENTIFY, HANDLE OR MONITOR ASBESTOS IN ROOFING, DECKING OR INSULATION. THEREFORE, IT MAKES NO JUDGMENTS ON AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR IDENTIFYING, HANDLING OR MONITORING ASBESTOS. If a building owner suspects that an asbestos condition exists on or under the roof area in question, Material Manufacturer can recommend licensed laboratories and technicians that can identify, remove, dispose of, and monitor the project.

4.8 ASBESTOS LIMITATIONS

A. The Owner has been informed, acknowledges and agrees that Material Manufacturer is not engaged in the business of identifying, abating, encapsulating or removing asbestos or asbestos containing materials from the work site and has not agreed to do so herein.

B. IN CONSIDERATION OF THE PROVISION HEREOF, THE OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE MATERIAL MANUFACTURER, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, INCLUDING THE ENGINEER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING OUT OF, OR RELATING TO, ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION OF ANY KIND,, ATTRIBUTABLE TO, ARISING OUT OF, OR RELATING TO THE PRESENCE OF ASBESTOS OR ASBESTOS-CONTAINING MATERIALS ON OR AT THE WORK SITE AND/OR THE ABATEMENT, ENCAPSULATION AND/OR THE REMOVAL THEREOF.

4.9 MOLD LIMITATIONS

A. The Garland Company makes no representation or warranty, express, implied, or otherwise, regarding mold, fungi, rust, corrosion or other bacteria or organism. Neither shall Garland have any duty to identify, nor accept any responsibility or liability for any claims associated with mold, fungi, rust, corrosion or other bacteria or organism related claims.

**SUMMARY OF WORK**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Attached SUMMARY OF WORK, INTENT OF THE SPECIFICATIONS, PROTECTION, HOUSEKEEPING, forms a component part of this section.

1.2 SUMMARY OF WORK: Fully Reinforced

A. Make any necessary repairs, including removal of any wet insulation and roofing materials and replace with like materials.
B. Allow repairs to cure completely.
C. Remove and replace all edge metal. Re-strip in all perimeter details.
D. Carefully power wash all roof surfaces with greater than 2,000 psi pressure to remove debris, rust, scale, dirt, dust, chalking, peeling or flaking coatings, etc. Do not force water into the roof system or damage roof surfaces.
E. Wearing personal protective clothing and equipment, treat areas of algae, mildew or fungus with a solution of three quarts of warm water and TSP or Simple Green Solution.
F. Rinse at least twice to be sure all cleaning agents or contaminants are completely removed to prevent adhesion issues.
G. If the roof surface becomes contaminated with dirt, dust or other particles at any time during the application of the LiquiTec system, cleaning measures must be taken to restore the surface to a suitable condition.
H. Apply LiquiTec Base Coat at 3 gal./ sq. and embed Grip Polyester Firm Scrim in base coat. Scrim should be fully embedded.
I. Allow to cure thoroughly. (24 hours)
J. Prior to field coating application, the local Garland Representative needs to complete an inspection of all treated seams and details.
K. After base coat and scrim are installed, apply a top coating of LiquiTec Top Coat in a uniform manner at minimum application rate of 2 gal./ 100 SF over the entire roof surface, including all flashings.

1.2.1 SUMMARY OF WORK: 2-Ply Modified Bitumen

A. Remove any and all roofing material above decking.
B. Repair existing parapet wall that is failing and raise the perimeter height of entire parapet wall to achieve height of at least 3” above highest point in newly installed tapered insulation system.
C. Install 2-layers of 2.6 Polyisocyanurate Insulation in generic type III asphalt. Once R-30 minimum is met, install 1/8”:12 sloped tapered system in generic type III asphalt.
D. Install new ½” wood fiber recovery board over new insulation.
E. Field of Roof:
    a. Install new SBS Modified Bitumen base sheet in generic type III asphalt. Make sure all side and end laps have ¼” – ½” bleed out.
    b. Install new SBS Modified Bitumen cap sheet in generic type III asphalt. Make sure all side and end laps have ¼” – ½” bleed out.
F. Flashings:

a. Install new SBS Modified Bitumen base sheet in generic type III asphalt. Make sure all side and end laps have ¼" – ½" bleed out.
b. Install new SBS Modified Bitumen cap sheet in generic type III asphalt. Make sure all side and end laps have ¼" – ½" bleed out.

G. Install new ANSI-SPRI ES1 edge metal to desire color choice of school district.
H. All vertical seams are to be 3-courses in Silver Mastic and Mesh.
I. After a period of 14-20 days, coat entire surface with non-fibered silver aluminizer.
J. Paint all drain covers red.

1.3 INTENT OF THE SPECIFICATIONS

A. The intent of these specifications is to describe the material and methods of construction required for the performance of the work. In general, it is intended that the drawings shall delineate the detailed extent of the work. When there is a discrepancy between drawings, referenced specifications, and standards and this specification, this specification shall govern.

1.4 PROTECTION

A. The contractor shall use every available precaution to provide for the safety of the property owner, visitors to the site, and all connected with the work under the Contract.
B. All existing facilities both above and below ground shall be protected and maintained free of damage. Existing facilities shall remain operating during the period of construction unless otherwise permitted. All access roadways must remain open to traffic unless otherwise permitted.
C. Barricades shall be erected to fence off all construction areas from operations personnel.
D. Safety Requirements:
1. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
2. Comply with federal, state, and local and owner fire and safety requirements.
3. Advise owner whenever work is expected to be hazardous to owner employees and/or operations.
4. Maintain a crewman as a floor guard whenever roof decking is being repaired or replaced and whenever any roofing is being removed.
5. Maintain proper fire extinguisher within easy access whenever power tools, roofing kettles, and torches are being used. A MINIMUM OF A 2 HOUR FIRE WATER SHALL BE STRICTLY ADHERED TO WHENEVER PROPANE TORCHES ARE IN USE.
6. ALL SAFETY REQUIREMENTS OF THE BUILDING OWNER MUST BE FOLLOWED. NO EXCEPTIONS WILL BE PERMITTED. SAFETY ORIENTATION MEETING REQUIRED PRIOR TO PERFORMING ANY WORK.

1.5 HOUSEKEEPING

A. Keep materials neat and orderly.
B. Remove scrap, waste and debris from the project area.
C. Maintenance of clean conditions while work is in progress and cleanup when work is completed shall be in strict accordance with the "General Conditions" of this contract.
D. Fire protection during construction.
E. Follow all requirements established by the building owner.

**FLUID APPLIED MEMBRANE RESTORATION**

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Single Ply Roof Restoration

1.2 REFERENCES

A. ASTM C 92 - Standard Test Methods for Sieve Analysis and Water Content of Refractory Materials.

B. ASTM C 1250 - Standard Test Method for Nonvolatile Content of Cold Liquid-Applied Elastomeric Waterproofing Membranes.

C. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.

D. ASTM D 624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers

E. ASTM D 1475 - Standard Test Method For Density of Liquid Coatings, Inks, and Related Products.

F. ASTM D 1876 - Standard Test Method for Peel Resistance of Adhesives (T-Peel Test).

G. ASTM D 2196 - Standard Test Methods for Rheological Properties of Non-Newtonian Materials by Rotational (Brookfield type) Viscometer.

H. ASTM D 2240 - Standard Test Method for Rubber Property-Durometer Hardness.

I. ASTM D 2369 - Standard Test Method for Volatile Content of Coatings.

J. ASTM D 3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings.

K. ASTM D 4209 - Standard Practice for Determining Volatile and Nonvolatile Content of Cellulosics, Emulsions, Resin Solutions, Shellac, and Varnishes.

L. ASTM D 5420 - Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact).

M. ASTM E 1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces

N. ASTM G 21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.

O. SRI - Solar Reflectance Index calculated according to ASTM E 1980.

P. National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual.

1.3 SYSTEM DESCRIPTION

A. Single Ply Roof Restoration Renovation: work includes:
   1. Surface preparation: Remove membrane chalking, dust, dirt, and debris.

2. Fascia Edges: Inspect and make repairs to membrane
3. Parapets and Vertical Surfaces: Inspect and make repairs to any splits or membrane deterioration.
4. Metal Flashings: Repair/Replace metal flashings, pitch pockets, etc.
5. Roof Repairs: Repair blisters, stressed or cracked membrane. Cut back, patch with new membrane

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications: Manufacturer: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification and minimum twelve years and experience.

C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.5 PRE-INSTALLATION CONFERENCE

A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.

C. Objectives include:
1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
6. Review required inspection, testing, certifying procedures.
7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.

D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

B. Weather Condition Limitations: Do not apply roofing system during inclement weather or when a 40 percent chance of precipitation or greater is expected.

C. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

E. When applying materials with spray equipment, take precautions to prevent over spray and/or solvents from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Care should be taken to do the following:
   1. Close air intakes into the building.
   2. Have a dry chemical fire extinguisher available at the jobsite.
   3. Post and enforce "No Smoking" signs.

F. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.

G. Protect completed roof sections from foot traffic for a period of at least 48 hours at 75 degrees F (24 degrees C) and 50 percent relative humidity or until fully cured.

H. Take precautions to ensure that materials do not freeze.

I. Minimum temperature for application is 40 degrees F (4 degrees C) and rising for solvent based

materials and 50 degrees F (10 degrees C) and rising for water based.

1.8 WARRANTY

A. Upon completion of the work, provide the Manufacturer's written and signed limited labor and materials Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
   1. Warranty Period:
      a. 20 years: 20 years from date of completion
   2. Installing Contractor:
      a. 2-year Workmanship

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer:
   1. The Garland Company

2.2 ROOF RESTORATION SYSTEM FOR SINGLE PLY ROOFS

A. LiquiTec System:
   1. Primer: None.
   2. Coating: LiquiTec Base & LiquiTec Top
   3. Flashing: Repair or replace as needed.
   4. Reinforcement: Grip Polyester Firm & UniBond
   5. Surfacing: None.

2.3 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

A. Flashing Boot - Rubbertite Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.

B. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.

C. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.

D. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.

E. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.

F. Liquid Flashing – Coating: LiquiTec 2K LO: Multi-purpose, 100% solids, two-part, fast-cure, polyurea

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been

properly completed.

C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 ROOF PREPARATION AND REPAIR

A. General:
1. Remove existing roof flashings from curbs and parapet walls down to the surface of the roof. Remove existing flashings at roof drains and roof penetrations.
2. Remove all wet, deteriorated, blistered or delaminated roofing membrane or insulation and fill in any low spots occurring as a result of removal work to create a smooth, even surface for application of new roof membranes.
3. Install new wood nailers as necessary to accommodate insulation/recovery board or new nailing patterns.
4. When mechanically attached, the fastening pattern for the insulation/recovery board shall be as recommended by the specific product manufacturer.
5. Re-roofing over coal tar pitch requires a mechanically attached recovery board or insulation and a base sheet prior to the application of roofing system.
6. Existing roof surfaces shall be primed as necessary and allowed to dry prior to installing the roofing system.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Repair all defects such as deteriorated roof decks; replace saturated insulation board, replace loose or brittle membrane or membrane flashings. Verify that exiting conditions meet the following requirements:
1. Existing membrane is either fully adhered or that the membranes mechanical fasteners are secured and functional.
2. Application of roofing materials over a brittle roof membrane is not recommended.

D. Remove all loose dirt and foreign debris from the roof surface. Do not damage roof membrane in cleaning process.

E. Clean and seal all parapet walls, gutters and coping caps, and repair any damaged metal where necessary. Seal watertight all fasteners, pipes, drains, vents, joints and penetrations where water could enter the building envelope.

F. Clean the entire roof surface by removing all dirt, algae, paint, oil, talc, rust or foreign substance. Use a 10 percent solution of TSP (tri-sodium phosphate), Simple Green and warm water. Scrub heavily soiled areas with a brush. Rinse with fresh water to remove all TSP solution. Allow roof to dry thoroughly before continuing.

G. Repair existing roof membrane as necessary to provide a sound substrate for the liquid membrane. All surface defects (cracks, blisters, tears) must be repaired with similar materials.

H. Pre-Treatment of Known Growth - General Surfaces: Once areas of moss, mold, algae and other fungal growths or vegetation have been removed and surfaces have also been thoroughly cleaned, apply a biocide wash at a maximum spread rate of 0.2 gallons/square (0.08 liters/m), to guard against subsequent infection. Allow to dry onto absorbent surfaces before continuing with the application. On non-absorbent surfaces, allow to react before thoroughly rinsing to remove all traces of the solution.

3.3 INSTALLATION

A. General Installation Requirements:
   1. Install in accordance with manufacturer's instructions. Apply to minimum coating thickness required by the manufacturer.
   2. Adequate coating thickness is essential to performance. If the applicator is unfamiliar in gauging application rates, we suggest that a controllable area be measured and the specified material be applied. In all cases, all minimum specified material must be applied and proper minimum dry film thicknesses must be achieved. Care must be taken to ensure that all areas completed including all flashings, roof penetrations, etc. are coated sufficiently to ensure a watertight seal.
   3. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
   4. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
   5. Protect work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore work damaged by installation of the roofing system.
   6. All primers must be top coated within 24 hours of application. Re-prime If more time passes after priming.
   7. Keep roofing materials dry during application. Phased construction can be allowed as long as no, more than 7 days pass between coats excluding primers.
   8. Coordinate counter flashing, cap flashings, expansion joints and similar work with work specified in other Sections under Related Work.
   9. Coordinate roof accessories and miscellaneous sheet metal accessory items, including piping vents and other devices with work specified in other Sections under Related Work.

B. Single Ply Roof Restoration Renovation: work includes:
   1. Surface preparation: Remove membrane chalking, dust, dirt, and debris.
   2. Flashing:
      a. Fascia Edges: Inspect and make repairs to membrane.
      b. Parapets and Vertical Surfaces: Inspect and make repairs to any splits or membrane deterioration.
      c. Metal Flashings: Repair/Replace metal flashings, pitch pockets, etc.
   3. Coating Mixing Procedure:
      a. Mix Part A liquid for one minute using an electric heavy duty power drill and Jiffy mixer blade.
      b. Slowly pour contents of Part B jug, located inside the Part A pail, into the Part A container and mix the two components together for two minutes moving the Jiffy blade from top to bottom and along the sides to ensure the product is thoroughly mixed.
      c. Always mix entire kit contents together as packaged. Do not break down into smaller quantities.

   4. Application of LiquiTec Base and Reinforcement:
      a. On field surfaces run fabric reinforcement parallel to the low edge using a shingling method up the slope with minimum 3 inch fabric laps.
      b. After positioning reinforcement to roll out, apply coating about 40 inches wide to surface where reinforcement ply is to be applied at a rate of 3.0 gallons per 100 SF.
      c. Do not apply coating too far ahead of fabric so coating does not dry before fabric can be embedded.
      d. Immediately roll a 36 inch width of reinforcement into wet coating.
      e. Ensure roller is fully saturated with coating and backroll over the reinforcement surface to fully saturate.
      f. Use care to lay the fabric tight to the roof surface without air pockets, wrinkles,

fishmouths, etc.

g. Lap adjacent rolls of reinforcement 3 inches and end laps 6 inches.

h. Allow to dry, but no more than 72 hours before applying top coat.

5. Application of Finish Coat

   a. Apply top coat at 2.0 gallon per 100 SF to clean and dry reinforced base coat application.

6. Liquid Flashings:

   a. All flashings are coated in the same manner as the field.

   b. Vertical liquid flashings shall run a minimum of 4” onto the horizontal surface

   c. At the drain flashing lift strainer and clamp ring. Remove all asphalt and debris from drain bowl to ensure a clean substrate for coating application.

3.4 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

A. Fabricated Flashings: Fabricated flashings and trim are provided as specified in Section 07620.

1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the Copper Development Association "Copper in Architecture - Handbook" as applicable.

B. Manufactured Roof Specialties: Manufactured copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are provided as specified in Section 07710.

1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the National Roofing Contractor's Association "Roofing and Waterproofing Manual" as applicable.

3.5 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove asphalt markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

A. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system a minimum of 3 times per week with weekly reports.

B. Perform field inspection and [and testing] as required under provisions of Section 01410.

C. Correct defects or irregularities discovered during field inspection.

3.8 FINAL INSPECTION

A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, roofing system manufacturer's representative and others directly concerned with performance of roofing system.

B. Walk roof surface areas, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. Identify all items requiring correction or completion and furnish copy of list to each party in attendance.

C. If core cuts verify the presence of damp or wet materials, the installer shall be required to replace the damaged areas at his own expense.

D. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation that is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

E. Architect upon completion of corrections.

F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

3.9 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

3.10 SCHEDULES

A. Field:
1. Coating: LiquiTec: Multi-purpose, 100% solids, two-part, fast-cure, polyurea liquid waterproofing membrane having the following characteristics:
    a. Elongation, ASTM D 412: 433%
    b. Tensile Strength, ASTM D 412: 2300 psi
    c. Tear Resistance, ASTM D 624: 449 lbs./in
    d. Low Temperature Flexibility, ASTM D522: -60°F (-51.1°C)
    e. Hardness, ASTM D2240 (Shore A): 80
    f. Dynamic Impact Resistance (Fully Reinforced System): ASTM D5635, 37 joules
    g. Static Puncture Resistance (Fully Reinforced System): ASTM D5602, 20 kg
    h. Tensile-Tear Resistance (Fully Reinforced System): ASTM D4073,
    i. Tensile Load Strain (Fully Reinforced System): ASTM D4073,
    j. Toughness: 140 lb-in.
    k. Dry Film Thickness (Fully Reinforced System), 80-88 mils
    l. Lap Shear Strength (MB Seam with coating): ASTM D7379, 231 lbf/in.
    m. Density @ 77° F (25° C, ASTM D 2939) 9.6 lb./gal (1.2 g/m3)
    n. Flash Point: ASTM D 93, 110°F min. (43°C)
    o. VOC: 0 g/l
    p. Microbial Resistance: ASTM G21, No Microbial Growth
    q. Initial Reflectance: 0.84
    r. Initial Emittance: 0.88

s. Initial SRI: 105

B. Flashings

1. Coating: LiquiTec: Multi-purpose, 100% solids, two-part, fast-cure, polyurea liquid waterproofing membrane having the following characteristics:
    a. Elongation, ASTM D 412: 433%
    b. Tensile Strength, ASTM D 412: 2300 psi
    c. Tear Resistance, ASTM D 624: 449 lbs./in
    d. Low Temperature Flexibility, ASTM D522: -60°F (-51.1°C)
    e. Hardness, ASTM D2240 (Shore A): 80
    f. Dynamic Impact Resistance (Fully Reinforced System): ASTM D5635, 37 joules
    g. Static Puncture Resistance (Fully Reinforced System): ASTM D5602, 20 kg
    h. Tensile-Tear Resistance (Fully Reinforced System): ASTM D4073,
    i. Tensile Load Strain (Fully Reinforced System): ASTM D4073,
    j. Toughness: 140 lb-in.
    k. Dry Film Thickness (Fully Reinforced System), 80-88 mils
    l. Lap Shear Strength (MB Seam with coating): ASTM D7379, 231 lbf/in.
    m. Density @ 77° F (25° C, ASTM D 2939) 9.6 lb./gal (1.2 g/m3)
    n. Flash Point: ASTM D 93, 110°F min. (43°C)
    o. VOC: 0 g/l
    p. Microbial Resistance: ASTM G21, No Microbial Growth
    q. Initial Reflectance: 0.84
    r. Initial Emittance: 0.88
    s. Initial SRI: 105

**MODIFIED BITUMINOUS MEMBRANE ROOFING**

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Hot Applied 2-Ply Asphalt Roofing

B. Accessories.

1.2 RELATED SECTIONS

1.3 REFERENCES

A. ASTM D 312 - Standard Specification for Asphalt used in Roofing.

B. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.

C. ASTM D 1227 Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.

D. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.

E. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.

F. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.

G. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.

H. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.

I. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.

J. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.

K. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings

L. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.

M. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.

N. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.

O. Warnock Hersey (WH): Fire Hazard Classifications.

P. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.

Q. ASCE 7, Minimum Design Loads for Buildings and Other Structures

R. UL - Fire Resistance Directory.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

A. Perform work in accordance with all federal, state and local codes.

B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
   1. Factory Mutual Class A Rating.
   2. Underwriters Laboratory Class A Rating.
   3. Warnock Hersey Class A Rating.

C. Design Requirements:
   1. Uniform Wind Uplift Load Capacity
      a. Provided at Pre-Bid by The Garland Company

1.5 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation instructions.

C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.

D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.

E. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

F. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.

C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified

herein.

F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION MEETINGS

A. Convene minimum two weeks prior to commencing Work of this section.

B. Review installation procedures and coordination required with related Work.

C. Inspect and make notes of job conditions prior to installation:
1. Record minutes of the conference and provide copies to all parties present.
2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.

D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 COORDINATION

A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
   1. Warranty Period:
      a. 30 years from date of acceptance.

B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
   1. Warranty Period:
      a. 2 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer:
   1. The Garland Company

B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

C. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
   1. Bidder will not be allowed to change materials after the bid opening date.
   2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
   3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
      a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
      b. Will provide the same guarantee for substitution as for the product and method specified.
      c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
      d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
      e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
      f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
   4. Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.
   5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractor request for manufacturer substitution.

2.2 HOT APPLIED 2-PLY ASPHALT ROOFING

A. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
   1. Viking CIF-2HM Base Sheet (80 mil):

B. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive.
   1. StressPly:

C. Interply Adhesive: (1 and 2)
   1. Generic Type III Asphalt:

D. Flashing Base Ply: One ply bonded to the prepared substrate with Interply Adhesive: except torch sheet.
   1. Viking CIF-2HM Base Sheet (80 mil):

E. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive: except torch sheet.
   1. StressPly:

F. Surfacing:
   1. Surface Coatings
      a. Garla-Brite:

2.3 ACCESSORIES':

A. Roof Insulation: In accordance with Section 07220.

B. Roof Insulation: Provide G-P Gypsum DenDeck Prime, G-P Gypsum DenDeck DuraGuard, USG Securrock for proper adhesion of the self-adhered base sheet in accordance with Section 07220.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.

C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. General: Clean surfaces thoroughly prior to installation.
   1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
   2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
   3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
   4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
   5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
   6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.

7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

B. Gypsum
1. Gypsum decks shall be smooth and free from deflections or ridges.
2. An average fastener withdrawal resistance as recommended by the fastener manufacturer shall be obtained; however, at no time shall it be less than 40 lbs. (178 N) per fastener.
3. Wet or frozen poured gypsum decks are not suitable to receive a roof.
4. Poured-in-place gypsum roof decks contain a large percentage of moisture. All necessary precautions shall be taken to avoid the entrapment of moisture under the roofing system. In addition to ventilation of the underside to allow for proper curing, topside and perimeter venting shall be implemented.
5. Install a mechanically attached base sheet prior to installation of insulation or roofing membrane.

3.3 INSTALLATION - GENERAL

A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.

B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.

C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION HOT APPLIED ROOF SYSTEM

A. Base/Felt Ply(s): Install base sheet or felt plies in twenty-five (25) lbs (11.3kg) per square of bitumen shingled uniformly to achieve one or more plies over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof. Do not step on base rolls until asphalt has cooled, fish mouths should be cut and patched.
1. Lap ply sheet ends 8 inches (203 mm). Stagger end laps 2 inches (304mm) minimum.
2. Install base flashing ply to all perimeter and projection details after membrane application.
3. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
4. Install base flashing ply to all perimeter and projection details.

5. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.

B. Modified Cap Ply(s): Solidly bond the modified membrane to the base layers with specified material at the rate of 25 to thirty 30 lbs. (11-13kg) per 100 square feet.
1. Roll must push a puddle of hot material in front of it with material slightly visible at all side laps. Use care to eliminate air entrapment under the membrane. Exercise care during application to eliminate air entrapment under the membrane.
2. Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
3. Install subsequent rolls of modified membrane as above with a minimum of 4-inch (101 mm) side laps and 8-inch (203 mm) end laps. Stagger end laps. Apply membrane in the same direction as the previous layers but stagger the laps so they do not coincide with the laps of the base layers.
4. Apply hot material no more than 5 feet (1.5 m) ahead of each roll being embedded.
5. Extend membrane 2 inches (50 mm) beyond top edge of all cants in full mopping's of the specified hot material.

C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.

D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.

E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.

F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.

G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and surfaces to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified hot material unless otherwise noted in these specifications. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Solidly adhere the entire sheet of flashing membrane to the substrate.
5. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and mesh.

6. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work as specified.
7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.

H. Flashing Cap Ply: Install flashing cap sheets by the same application method used for the cap ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
6. All stripping shall be installed prior to flashing cap sheet installation.
7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.

I. Surface Coatings: Apply roof coatings in strict conformance with the manufacturer's recommended procedures.

J. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.5 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove asphalt markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent and 90 percent completion. Provide a final inspection upon completion of the Work.
   1. Warranty shall be issued upon manufacturer's acceptance of the installation.
   2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
   3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
   4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.8 SCHEDULES

A. Base (Ply) Sheet:
   1. SBS Base Sheet (80 mil): 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane reinforced with a fiberglass scrim, performance requirements according to ASTM D 5147.
      a. Tensile Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 50 lbf/in XD 50 lbf/in
         2) 50mm/min. @ 23 +/- 2 deg. C MD 8.75 kN/m XD 8.75 kN/m
      b. Tear Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 100 lbf XD 100 lbf
         2) 50mm/min. @ 23 +/- 2 deg. C MD 444.8 N XD 444.8 N
      c. Elongation at Maximum Tensile, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 2.0 % XD 2.0 %
         2) 50mm/min@ 23 +/- 2 deg. C MD 2.0 % XD 2.0 %
      d. Low Temperature Flexibility, ASTM D 5147, Passes -20 deg. F (-28.8 deg. C)

B. Modified Cap (Ply) Sheet:
   1. StressPly: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane with dual fiberglass reinforced scrim and superior low temperature capabilities. ASTM D 6163, Type III Grade S
      a. Tensile Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39 kN/m
      b. Tear Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
      c. Elongation at Maximum Tensile, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 7%
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 7%
      d. Low Temperature Flexibility, ASTM D 5147, Passes -50 deg. F (-46 deg. C)

C. Interply Adhesive:
   1. Generic Type III Asphalt: Hot Bitumen, ASTM D 312, Type III steep asphalt having the following characteristics:
      a. Softening Point 185 deg. F - 205 deg. F
      b. Flash Point 500 deg. F
      c. Penetration @ 77 deg. F 15-35 units

d. Ductility @ 77 deg. F 2.5 cm

D. Flashing Base Ply:
1. Viking CIF-2HM Base Sheet (80 mil): 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane reinforced with a fiberglass scrim, performance requirements according to ASTM D 5147.
   a. Tensile Strength, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 50 lbf/in XD 50 lbf/in
      2) 50mm/min. @ 23 +/- 2 deg. C MD 8.75 kN/m XD 8.75 kN/m
   b. Tear Strength, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 100 lbf XD 100 lbf
      2) 50mm/min. @ 23 +/- 2 deg. C MD 444.8 N XD 444.8 N
   c. Elongation at Maximum Tensile, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 2.0 % XD 2.0 %
      2) 50mm/min@ 23 +/- 2 deg. C MD 2.0 % XD 2.0 %
   d. Low Temperature Flexibility, ASTM D 5147
      1) Passes -20 deg. F (-28.8 deg. C)

E. Flashing Cap (Ply) Sheet:
   a. StressPly: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane with dual fiberglass reinforced scrim and superior low temperature capabilities. ASTM D 6163, Type III Grade S
      1) Tensile Strength, ASTM D 5147
         a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
         b) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39 kN/m
      2) Tear Strength, ASTM D 5147
         a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
         b) 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
      3) Elongation at Maximum Tensile, ASTM D 5147
         a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 7%
         b) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 7%
      4) Low Temperature Flexibility, ASTM D 5147, Passes -50 deg. F (-46 deg. C)

F. Flashing Ply Adhesive:
1. Generic Type III Asphalt: Hot Bitumen, ASTM D 312, Type III steep asphalt having the following characteristics:
   a. Softening Point 185 deg. F - 205 deg. F
   b. Flash Point 500 deg. F
   c. Penetration @ 77 deg. F 15-35 units
   d. Ductility @ 77 deg. F 2.5 cm

G. Surface Coatings:
   a. Surfacing:
      1) Garla-Brite: ASTM D 2824 aluminum coating non-fibered aluminum roof coating non-fibered aluminum roof coating having the following characteristics:
         a) Flash Point 103 deg. F (39 deg. C) min.
         b) Weight/Gallon 7.9 lbs./gal. (1.0 g/cm3)

# ROOFING MANUFACTURER'S FIELD SERVICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 07 Specification Sections apply to this Section.

1.2 SUMMARY

A. Section includes Manufacturer's field services for roofing assemblies.
B. Related Sections:
   1. Section 07 05 00 – Common Work Results for Thermal and Moisture Protection.
C. Related Work Specified Elsewhere:
   1. Roofing Material: Section 07 56 00 – Fluid Applied Membrane Restoration

1.3 REFERENCES

A. International building Code (current edition) or local authority building code.
B. American Society of Civil Engineers (ASCE): ASCE 7, Minimum Design Loads for Buildings and Other Structures.
C. Factory Mutual Global (FMG): Roof Assembly Classifications.
D. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
E. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI): ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal.

1.4 SUBMITTALS FOR REVIEW

A. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.
B. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.
C. Roofing System Manufacture's Evaluation: Provide a comprehensive written assessment comparing available roofing solutions with validation of why the roofing system selection for the specific project is suitable and appropriate.
D. Roofing System Manufacturer's Report Form: Provide a copy of the report form utilized by the roofing system manufacturer for progress inspections to monitor installation and quality.
E. Online Reporting Capabilities: Provide a sample of the roofing system manufacturer's online roof inspection report as well as information about how long inspection reports are available to owner.

1.5 SUBMITTALS FOR INFORMATION

A. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.
B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual Global, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class [A or B or C] for external fire and meets local or nationally recognized building codes.

C. Manufacturer's Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
D. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.
E. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.
F. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article of this specification.
G. Qualification data for firms and individuals identified in Quality Assurance Article below.
H. Test Reports: Submit ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal Products.
I. Substitutions: Products proposed as equal to the products specified for this project shall meet all of the requirements in the appropriate Division 7 specifications and shall be submitted for consideration at least 7 days prior to the date that bids must be submitted.
    1. Proposals shall be accompanied by a copy of the manufacturer's standard specification Section. That specification Section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
    2. Manufacturer's checklist will be accompanied with any substitution to verify equal performance characteristics to those specified in Division 7 specification.
    3. The Owner's decision regarding substitutions will be considered final.

1.6 CONTRACT CLOSEOUT SUBMITTALS

A. Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
B. Roofing Maintenance Instructions: Provide a roof care and maintenance manual of manufacturer's recommendations for maintenance of installed roofing systems.
C. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.
D. Inspection Logs: Copy of inspection reports as performed by the manufacturer shall be submitted at project closeout and include photographic documentation of installation progress, weather conditions, and personnel on the project at the time of every inspection.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with not less than [12] years documented experience [and have ISO 9001 certification].
B. Installer Qualifications: Company specializing in specified roofing installation with not less than [5] years' experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.
C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Maintain proper supervision of workmen.
D. Maintain a copy of the roof plans, details, and specifications in the possession of the Supervisor/Foreman and on the roof at all times.

E. Source Limitations: Obtain all primary components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.
   1. The manufacturer providing the roofing system warranty must verify that they manufacture a minimum of 75% of the products utilized in the roofing system of this project. Products that are private labeled shall not be considered as manufactured by the roofing system supplier.
   2. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

F. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001.

1.8 PRE-INSTALLATION CONFERENCE

A. Pre-Installation Roofing Conference: Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installer of each component of associated work: installers of deck or substrate construction to receive roofing work: installers of rooftop units and other work in and around roofing that must precede or follow roofing work (including mechanical work if any): architect and/or engineer: owner: roofing system manufacturer's full time employee: and other representatives directly concerned with performance of the Work, including (where applicable) owner's insurers, testing agencies and governing authorities. Objectives of conference include:
   1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
   2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
   3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
   4. Review roofing system requirements (drawings, specifications and other contract documents).
   5. Review required submittals both completed and yet to be completed.
   6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
   7. Review required inspection, testing, certifying and material usage accounting procedures.
   8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not a mandatory requirement).
   9. Record discussion of conference including decisions and agreements (or disagreements) reached and furnish a copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.

C. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.

D. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved to the satisfaction of the owner and [architect and/or engineer] of record. This shall not be

construed as interference with the progress of Work on the part of the owner or [architect or engineer] of Record.

1.9 MANUFACTURER'S INSPECTIONS

A. When the Project is in progress, a full-time employee of the roofing system manufacturer must provide the following:
   1. Report progress and quality of the work as observed. Progress reports must be published to an online system as referenced in Section 1.4.
   2. Provide periodic (3 days per week) roofing installation inspections: Inspections must include; photographic documentation of work in-progress and written statements of compliance with details/shop drawings.
   3. Report to the owner, architect and/or engineer in writing any failure or refusal of the contractor to correct unacceptable practices called to the contractor's attention.
   4. Confirm after project completion that the manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.10 WARRANTY

A. Upon completion of installation, and acceptance by the owner and architect and/or engineer, the manufacturer will supply to the owner the specified warranty.
B. Installer will submit a two (2)- year workmanship warranty to the membrane manufacturer with a copy directly to the owner.

C. The roofing system manufacturer must have been in continuous business operation for a period of time at least as long as the length of the roof system warranty provided for this project.

1.11 DESIGN AND PERFORMANCE CRITERIA

A. Provided at Prebid.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 EXECUTION, GENERAL

A. Comply with requirements of related Division 07 Section.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.

3.3 FIELD QUALITY CONTROL

A. Roofing Manufacturer Representative shall perform field inspection as specified in Article titled: MANUFACTURER'S INSPECTIONS above. Inspections must include photographic

documentation of installation progress, weather conditions, and personnel on the project at the time of inspection.

B. Correct defects or irregularities discovered during field inspection. Issues deemed defective must be re-inspected and determined suitable by the roofing manufacturer.

C. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system. A copy of the specification shall also be on site at all times.

D. Frequent progress meetings shall be conducted during the performance of roof system installation and must be attended by the owner, architect or engineer, roofing system manufacturer's full time employee, and other representatives directly concerned with performance of the work.

3.4 FINAL INSPECTION

A. At the completion of the roofing installation and associated work, meet with contractor, architect or engineer, installer, installer of associated work, owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.

B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. Notify the [contractor] [architect and/or engineer] [owner] upon completion of corrections.

D. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the roofing contractor.

E. If core cuts verify the presence of damp or wet materials, the roofing contractor shall be required to replace the damaged areas at his own expense.

F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

G. Immediately correct roof leakage during construction. If the contractor does not respond within twenty-four (24) hours, the owner may exercise right to correct the Work under the terms of the Conditions of the Contract.

## SUMMARY OF WORK

**SECTION #4: FLUID APPLIED MEMBRANE**

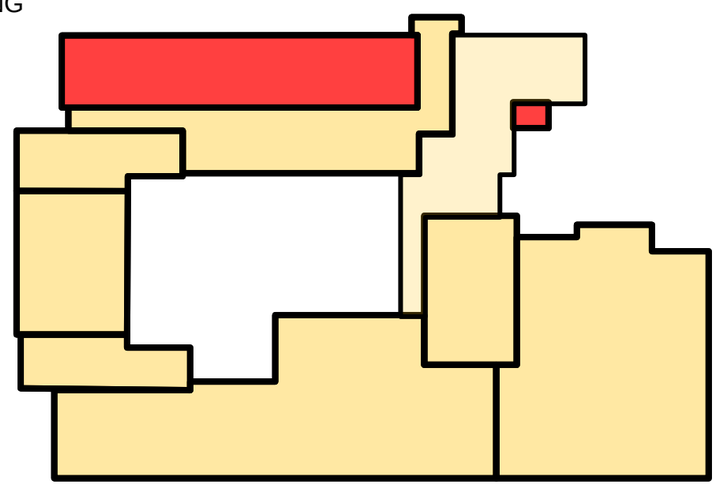
1. REMOVE ANY AND ALL WET OR DAMAGED INSULATION.
2. CLEAN AND PREP EXISTING EPDM MEMBRANE CLEAR OF DIRT AND DEBRIS.
3. APPLY LIQUITEC BASE COAT OVER ENTIRE ROOF AREA AT A RATE OF 3 GAL./ SQ. AND IMMEDIATELY EMBED GRIP POLYESTER SCRIM.
4. ONCE CURED, APPLY LIQUITEC TOP COAT OVER ENTIRE ROOF AREA AT A RATE OF 2 GAL./ SQ.
5. PAINT ALL DRAIN COVERS RED.

**SECTION #7: REPLACEMENT**

1.) TEAR OFF EXISTING ROOFING ASSEMBLY DOWN TO THE METAL DECK.
2.) INSTALL NEW 4" POLYISOCYANURATE BASE LAYERS WITH FULL TAPERED DIRECTED TOWARDS THE DRAIN,
3.) INSTALL NEW ¼" DENS DECK RECOVERY.
4.) INSTALL NEW 60-MIL EPDM MEMBRANE FULLY ADHERED.
5.) OVER TERMINATION BAR AND UNDER COPING METAL, INSTALL SURFACE MOUNTED COUNTER-FLASHING.

## SITE MAP

2022 HOOVER ROOFING



## LOCATION MAP

## NOTES

1. STORE AND HANDLE ROOFING SHEETS IN A DRY, WELL-VENTILATED, WEATHER-TITE PLACE. STORE ROLLS OF FELT AND OTHER SHEET MATERIALS ON RAISED SURFACE. STAND ALL ROLL MATERIALS ON END. COVER ROLL GOODS WITH A CANVAS TARPAULIN OR OTHER BREATHABLE MATERIAL (NOT POLYETHYLENE).
2. DO NOT LEAVE UNUSED MATERIALS ON THE ROOF WHEN ROOFING WORK IS NOT IN PROGRESS UNLESS PROTECTED FROM WEATHER AND OTHER MOISTURE SOURCES.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE ALL MATERIAL AND EQUIPMENT ON THE JOB SITE. IF ANY MATERIAL OR EQUIPMENT IS STORED ON THE ROOF, THE CONTRACTOR MUST MAKE SURE THAT THE INTEGRITY OF THE DECK IS NOT COMPROMISED AT ANY TIME.
4. DO NOT APPLY ROOFING INSULATION OR MEMBRANE TO DAMP DECK SURFACE.
5. FULLY COMPLETE ALL. MODIFIED BITUMINOUS MEMBRANE ROOFING FIELD ASSEMBLY WORK EACH DAY. PHASED CONSTRUCTION WILL NOT BE ACCEPTED.

CUSTOMER NOTE:

1. ALL OF GARLAND'S SHOP FABRICATED MATERIAL WILL BE MANUFACTURED TO THE DIMENSIONS SHOWN, UNLESS OTHERWISE NOTED.
2. IT IS ESSENTIAL THAT ANY NECESSARY CHANGES, NOTATIONS OR REQUESTED INFORMATION BE CLEARLY NOTED ON THE SHOP DRAWINGS.
3. NO MATERIAL WILL BE CONSIDERED RELEASED FOR FABRICATION UNTIL ALL PERTINENT INFORMATION (i.e. COLOR, DIMENSIONS, MATERIAL CONFIG-URATION) HAS BEEN RECEIVED.

## DRAWING INDEX

A1 - COVER SHEET
A2 – ROOF PLAN
A3 – ROOF PLAN
D1 – DETAILS

# HAZEL PARK PUBLIC SCHOOLS
# HOOVER ELEMENTARY
## 23720 HOOVER AVE.
## HAZEL PARK, MI 48030

## BUILDING OVERVIEW

HAZEL PARK SCHOOLS
Today's Learners, Tomorrow's Leaders
HP
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INSPECTION REPORT

HAZEL PARK PUBLIC SCHOOLS
HOOVER ELEMENTARY
23720 HOOVER AVE.
HAZEL PARK, MI 48030

SHEET TITLE:

COVER SHEET

SHEET NO.

A1

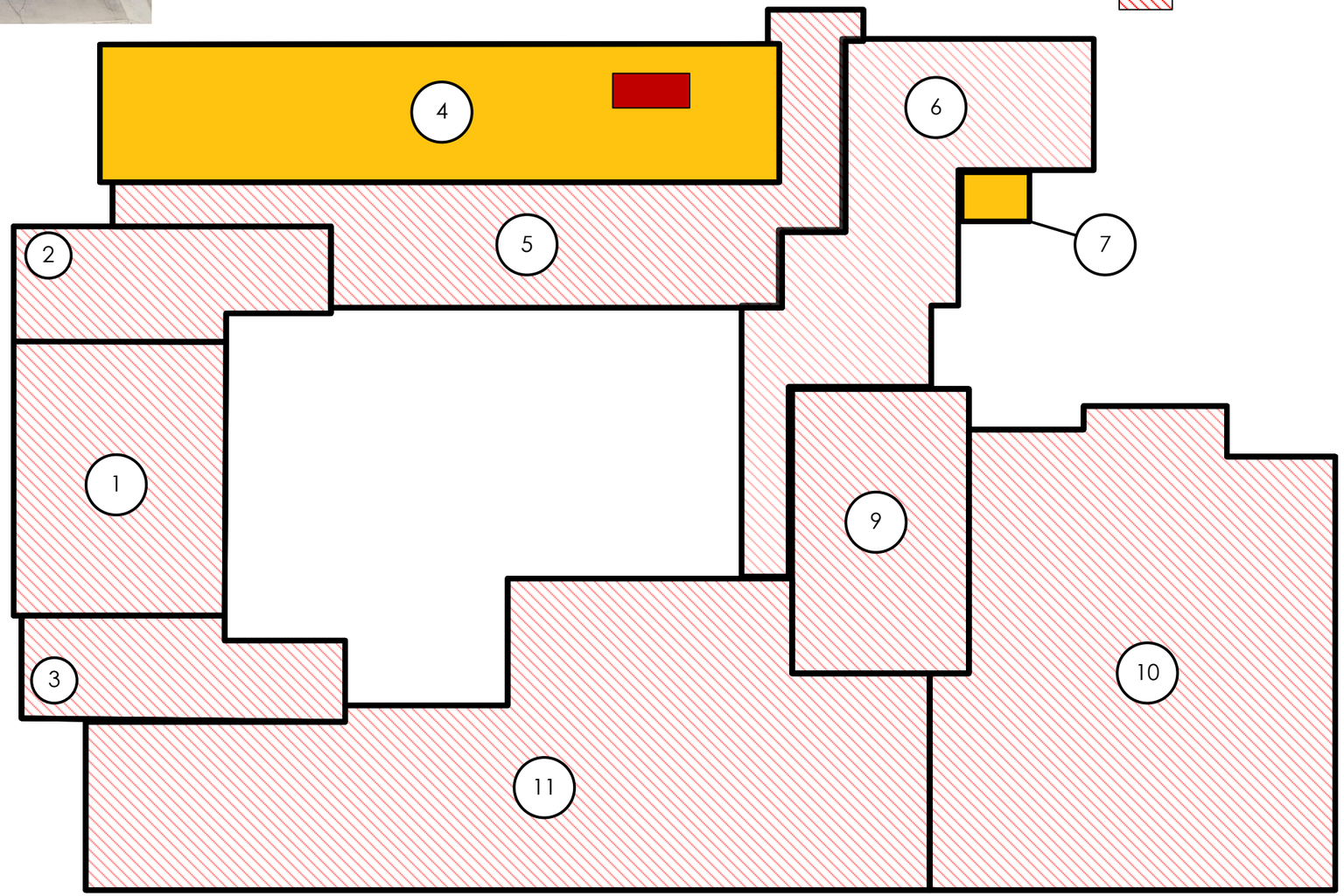
**SQUARE FOOTAGE:**

| | |
|---|---|
| SECTION #4: | 5,000 SF |
| SECTION #7: | 125 SF |
| **TOTAL:** | **5,125 SF** |

** EXACT MEASUREMENTS NEED TO BE FIELD VERIFIED BY INSTALLING CONTRACTOR

BASE BID

NOT IN SCOPE




**CORE DATA:**

SECTION #4:

**HE-3**
Depth (inches): 4.5 in
Membrane: EPDM
Insulation: PolyISO
Recovery Board: N/A
Deck: Concrete

HAZEL PARK SCHOOLS
Today's Learners, Tomorrow's Leaders
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**INSPECTION REPORT**

**HAZEL PARK PUBLIC SCHOOLS**
**HOOVER ELEMENTARY**
**23720 HOOVER AVE.**
**HAZEL PARK, MI 48030**

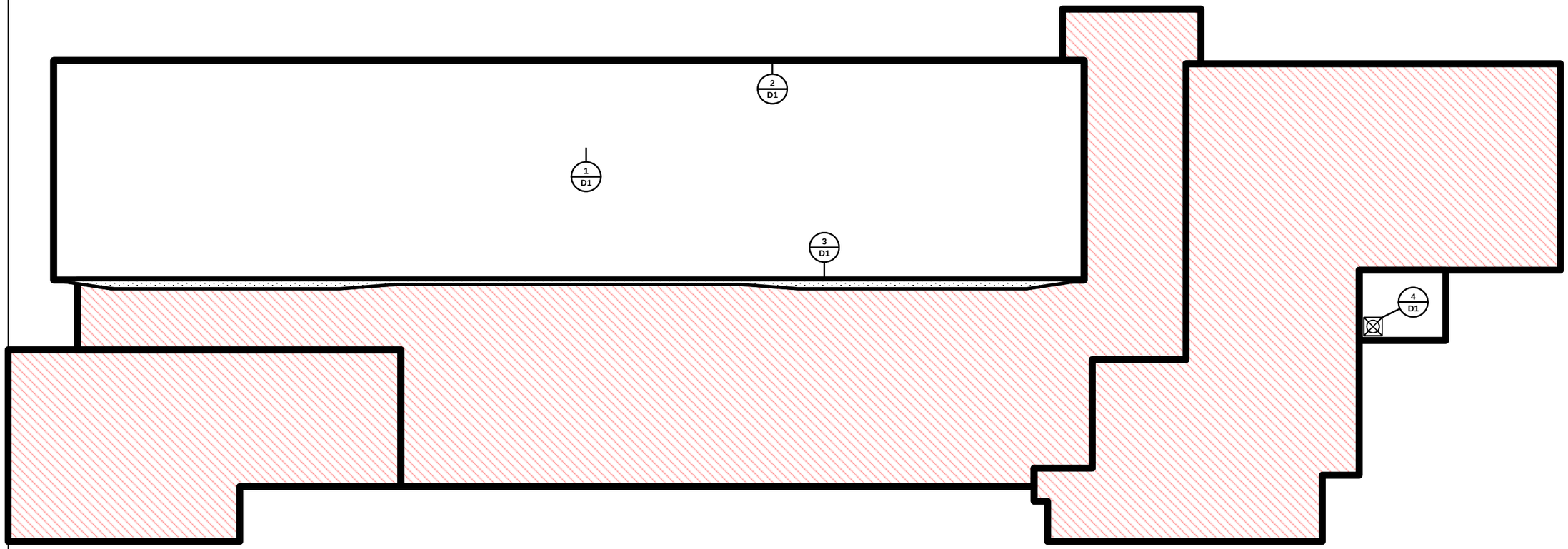
SHEET TITLE:
**ROOF PLAN**

SHEET NO.
**A2**

**DETAIL LEGEND**

DRAIN

GUTTER




HAZEL PARK SCHOOLS
Today's Learners, Tomorrow's Leaders
HP
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**INSPECTION REPORT**

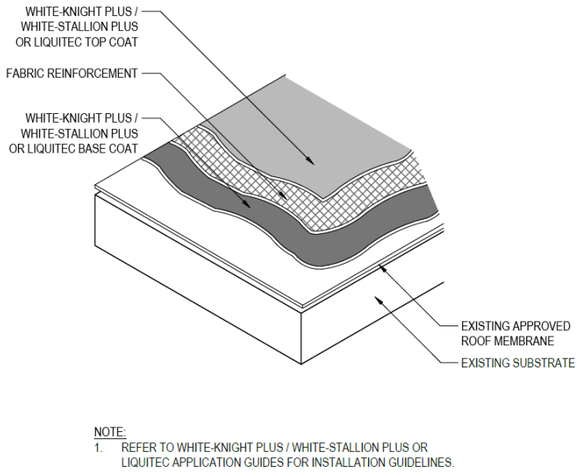
**HAZEL PARK PUBLIC SCHOOLS**
**HOOVER ELEMENTARY**
**23720 HOOVER AVE.**
**HAZEL PARK, MI 48030**

SHEET TITLE:

# ROOF PLAN

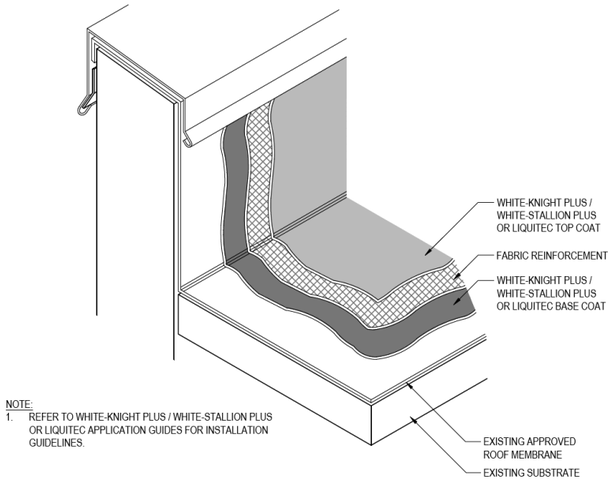
SHEET NO.

# A3




NOTE:
1. REFER TO WHITE-KNIGHT PLUS / WHITE-STALLION PLUS OR LIQUITEC APPLICATION GUIDES FOR INSTALLATION GUIDELINES.

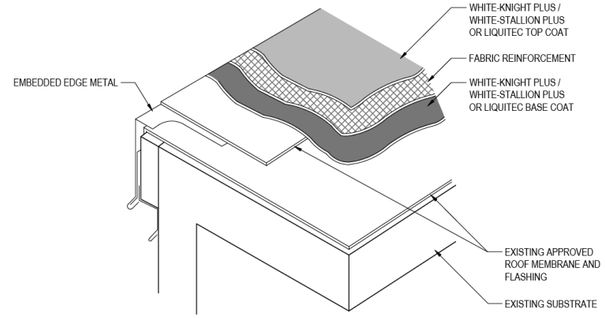
1 D1 TYPICAL FIELD DETAIL
N.T.S.



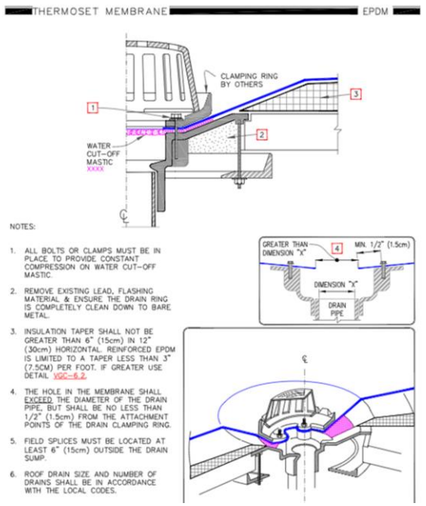

NOTE:
1. REFER TO WHITE-KNIGHT PLUS / WHITE-STALLION PLUS OR LIQUITEC APPLICATION GUIDES FOR INSTALLATION GUIDELINES.

2 D1 TYPICAL VERTICAL FLASHING DETAIL
N.T.S.

NOTE:
1. REFER TO WHITE-KNIGHT PLUS / WHITE-STALLION PLUS OR LIQUITEC APPLICATION GUIDES FOR INSTALLATION GUIDELINES.




3 D1 TYPICAL DRIP EDGE DETAIL
N.T.S.




4 D1 TYPICAL DRAIN DETAIL
N.T.S.

***Detail Requirements***

1) Details shown are representative of finished details. Contractors shall take into account existing insulation, new insulation, and the new roof system. Wood blocking shall be added to achieve the minimum flashing heights shown.

2) Deck types vary between roof areas and buildings. Contractor must verify roof decks and apply details accordingly.

HAZEL PARK SCHOOLS
HP
Today's Learners, Tomorrow's Leaders
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INSPECTION REPORT

HAZEL PARK PUBLIC SCHOOLS
HOOVER ELEMENTARY
23720 HOOVER AVE.
HAZEL PARK, MI 48030

SHEET TITLE:
DETAILS

SHEET NO.
D1

## SUMMARY OF WORK

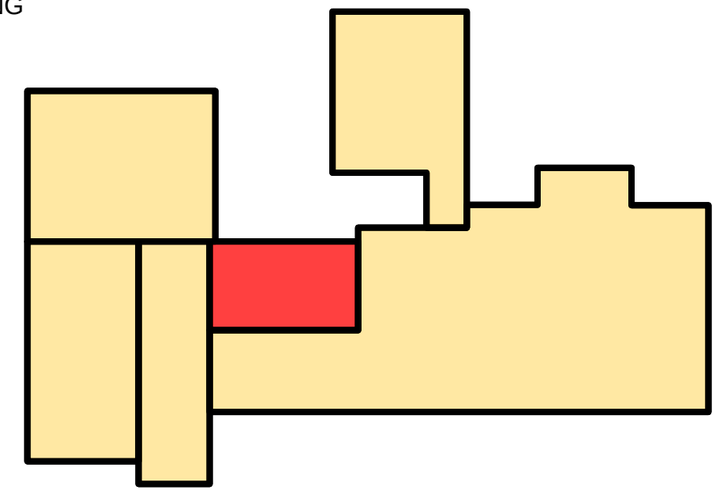
**SECTION #4: REPLACEMENT**

**2-PLY MODIFIED BITUMEN**

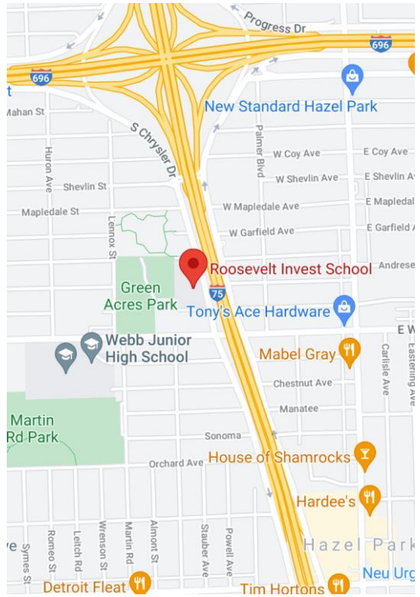
1.) REMOVE EXISTING ROOFING ASSEMBLY DOWN TO DECK. ALL WATERPROOFING MEMBRANE, METAL, INSULATION, ETC.
2.) REBUILD DAMAGED PARAPET WALLS SO THEY ARE TALL ENOUGH TO EXTEND 3" HIGHER THAN THE HIGHEST POINT IN THE TAPERED SYSTEM.
3.) INSTALL NAILABLE BASE SHEET DIRECTLY OVER TECTUM DECKING.
4.) INSTALL 2-LAYERS OF 2.6" OF POLYISOCYANURATE AND FULL TAPERED INSULATION SYSTEM ACHIEVING AN 1/8:12" SLOPE TOWARDS THE DRAINS.
- INSULATION IS TO BE INSTALLED IN HOT ASPHALT.
5.) ONCE INSULATION IS INSTALLED, INSTALL ½" WOOD FIBER RECOVERY BOARD IN HOT ASPHALT.
6.) WATERPROOFING MEMBRANE INSTALL:
- FIELD OF ROOF:
- VIKING SBS BASE SHEET
- STRESSPLY
-FLASHINGS:
- VIKING SBS BASE SHEET
- STRESSPLY
7.) ALL VERTICAL SEAMS ARE TO BE 3-COURSED IN SILVER-FLASH MASTIC AND MESH.
8.) ENTIRE FIELD AND FLASHINGS OF ROOF ARE TO BE COATED IN GARLA-BRITE AND DRAIN COVERS ARE TO BE PAINTED RED.

## SITE MAP

2022 INVEST ROOFING



## LOCATION MAP




## NOTES

1. STORE AND HANDLE ROOFING SHEETS IN A DRY, WELL-VENTILATED, WEATHER-TITE PLACE. STORE ROLLS OF FELT AND OTHER SHEET MATERIALS ON RAISED SURFACE. STAND ALL ROLL MATERIALS ON END. COVER ROLL GOODS WITH A CANVAS TARPAULIN OR OTHER BREATHABLE MATERIAL (NOT POLYETHYLENE).
2. DO NOT LEAVE UNUSED MATERIALS ON THE ROOF WHEN ROOFING WORK IS NOT IN PROGRESS UNLESS PROTECTED FROM WEATHER AND OTHER MOISTURE SOURCES.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE ALL MATERIAL AND EQUIPMENT ON THE JOB SITE. IF ANY MATERIAL OR EQUIPMENT IS STORED ON THE ROOF, THE CONTRACTOR MUST MAKE SURE THAT THE INTEGRITY OF THE DECK IS NOT COMPROMISED AT ANY TIME.
4. DO NOT APPLY ROOFING INSULATION OR MEMBRANE TO DAMP DECK SURFACE.
5. FULLY COMPLETE ALL MODIFIED BITUMINOUS MEMBRANE ROOFING FIELD ASSEMBLY WORK EACH DAY. PHASED CONSTRUCTION WILL NOT BE ACCEPTED.

CUSTOMER NOTE:

1. ALL OF GARLAND'S SHOP FABRICATED MATERIAL WILL BE MANUFACTURED TO THE DIMENSIONS SHOWN, UNLESS OTHERWISE NOTED.
2. IT IS ESSENTIAL THAT ANY NECESSARY CHANGES, NOTATIONS OR REQUESTED INFORMATION BE CLEARLY NOTED ON THE SHOP DRAWINGS.
3. NO MATERIAL WILL BE CONSIDERED RELEASED FOR FABRICATION UNTIL ALL PERTINENT INFORMATION (i.e. COLOR, DIMENSIONS, MATERIAL CONFIG-URATION) HAS BEEN RECEIVED.

## DRAWING INDEX


A1 - COVER SHEET
A2 – ROOF PLAN
A3 – ROOF PLAN
D1 – DETAILS


# HAZEL PARK PUBLIC SCHOOLS
# ROOSEVELT INVEST
## 2022 ROOFING PROJECT
24131 S CHRYSLER DR.
HAZEL PARK, MI 48030

## BUILDING OVERVIEW

HAZEL PARK SCHOOLS
Today's Learners, Tomorrow's Leaders
HP
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INSPECTION REPORT

HAZEL PARK PUBLIC SCHOOLS
ROOSEVELT INVEST
24131 S CHRYSLER DR.
HAZEL PARK, MI 48030

SHEET TITLE:
**COVER SHEET**

SHEET NO.
**A1**

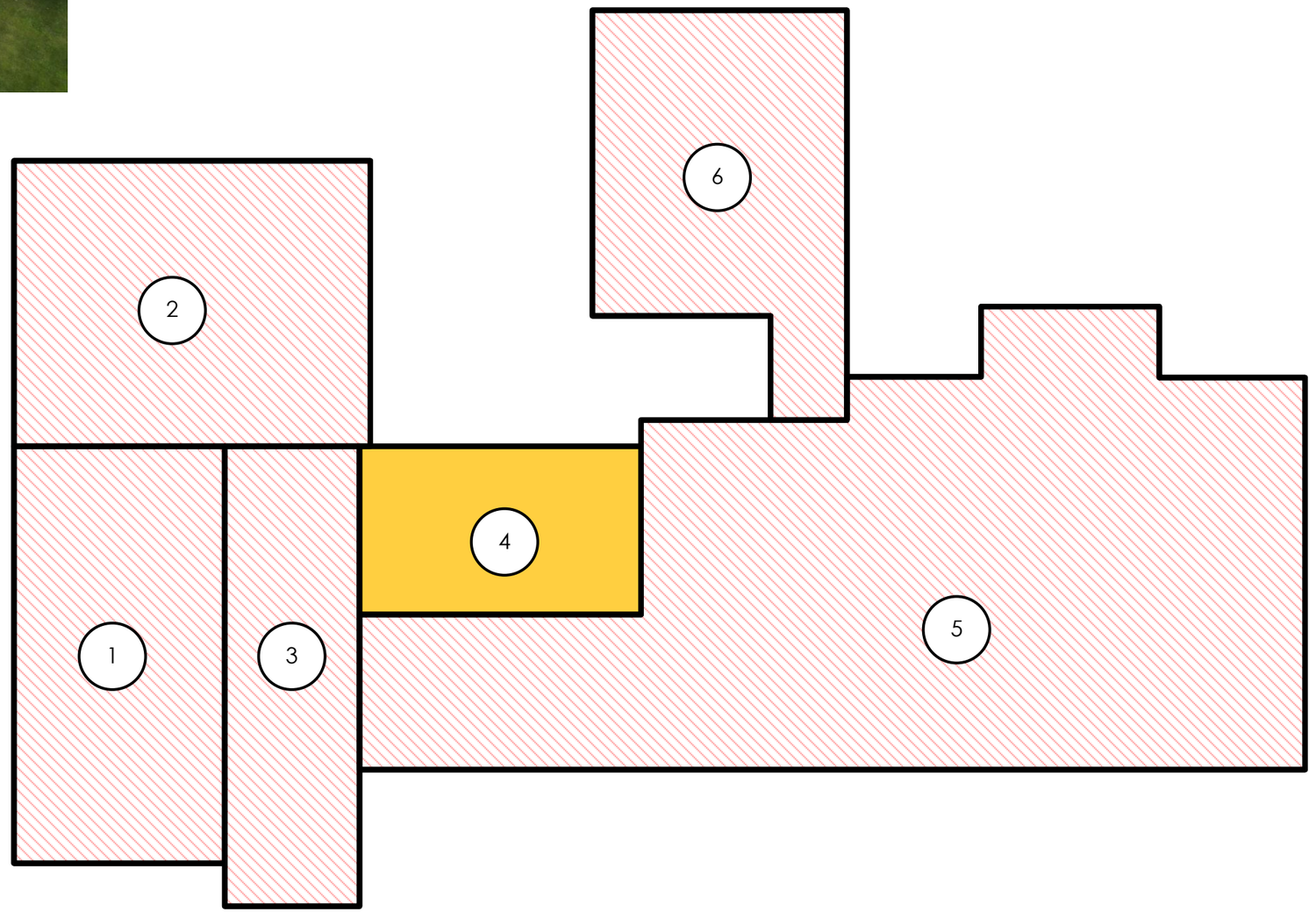
**SQUARE FOOTAGE:**

| | |
|---|---|
| SECTION #4 | 2,700 SF |

** EXACT MEASUREMENTS NEED TO BE FIELD VERIFIED BY INSTALLING CONTRACTOR

BASE BID

NOT IN SCOPE




HAZEL PARK SCHOOLS
Today's Learners, Tomorrow's Leaders
HP
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INSPECTION REPORT

HAZEL PARK PUBLIC SCHOOLS
ROOSEVELT INVEST
24131 S CHRYSLER DR.
HAZEL PARK, MI 48030

SHEET TITLE:

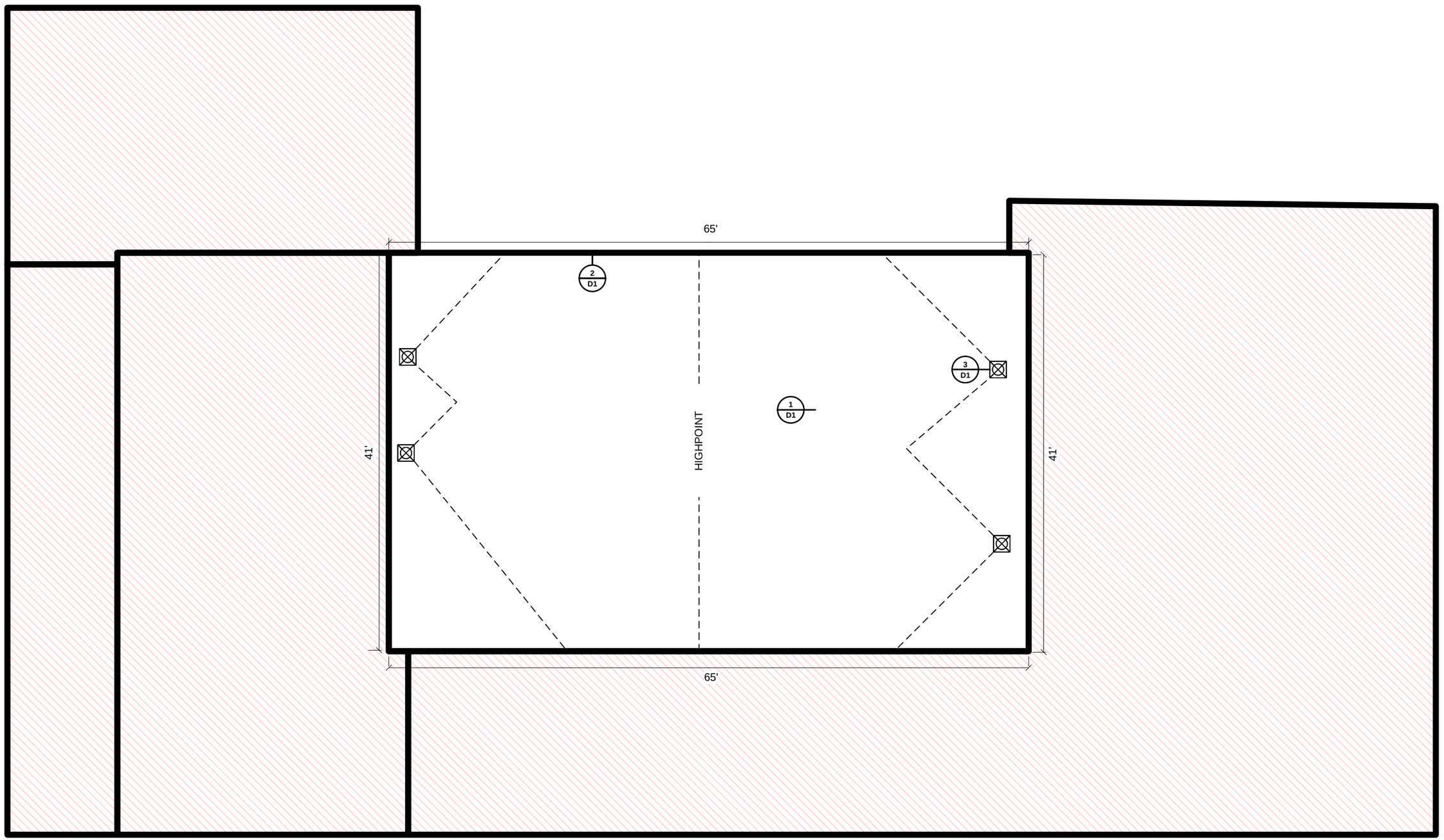
**ROOF PLAN**

SHEET NO.

**A2**

**DETAIL LEGEND**

DRAIN




HAZEL PARK SCHOOLS
Today's Learners, Tomorrow's Leaders

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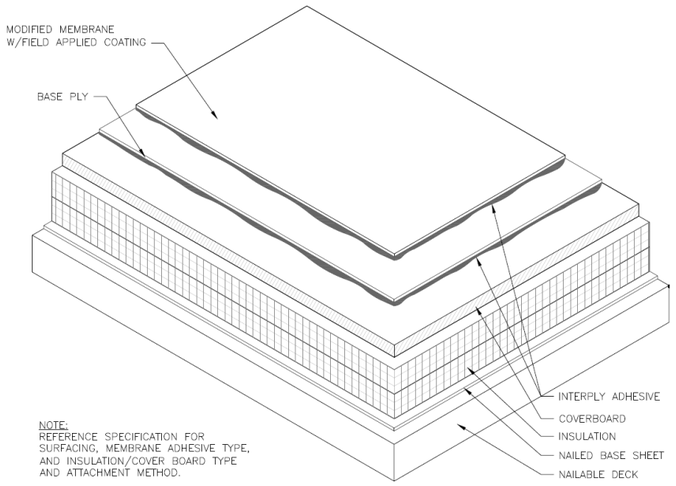
INSPECTION REPORT

HAZEL PARK PUBLIC SCHOOLS
ROOSEVELT INVEST
24131 S CHRYSLER DR.
HAZEL PARK, MI 48030

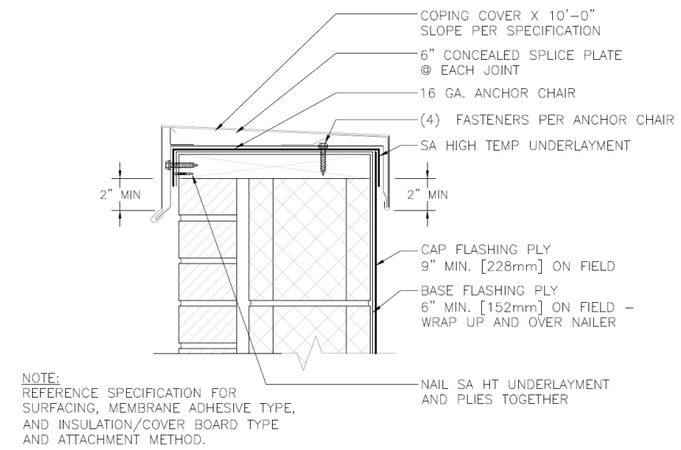
SHEET TITLE:
CORE DATA

SHEET NO.
A3



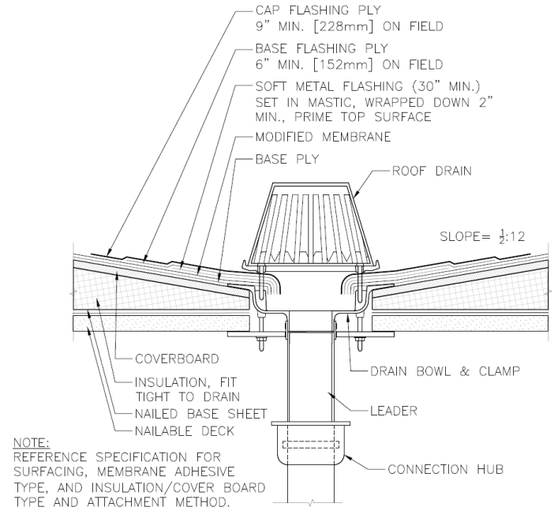

1 D1 TYPICAL FIELD DETAIL

N.T.S.




2 D1 PERIMETER EDGE / COPING DETAIL

N.T.S.




3 D1 TYPICAL DRAIN DETAIL

N.T.S.

***Detail Requirements***

1) Details shown are representative of finished details. Contractors shall take into account existing insulation, new insulation, and the new roof system. Wood blocking shall be added to achieve the minimum flashing heights shown.

2) Deck types vary between roof areas and buildings. Contractor must verify roof decks and apply details accordingly.

HAZEL PARK SCHOOLS
Today's Learners, Tomorrow's Leaders



INSPECTION REPORT

HAZEL PARK PUBLIC SCHOOLS
ROOSEVELT INVEST
24131 S CHRYSLER DR.
HAZEL PARK, MI 48030

SHEET TITLE:

DETAILS

SHEET NO.

D1

# HAZEL PARK PUBLIC SCHOOLS
# ADVANTAGE ALTERNATIVE

1620 E ELZA AVE
HAZEL PARK, MI 48030

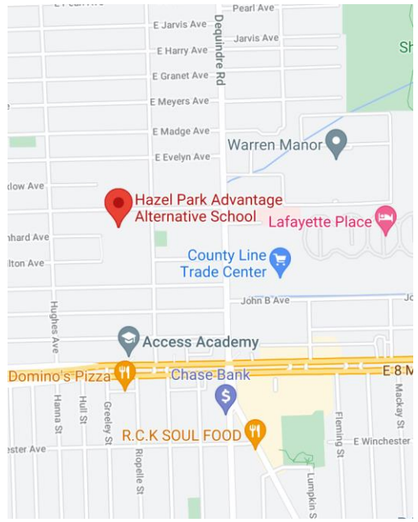
## SUMMARY OF WORK

**SECTION #8: RESTORATION HYBRID**

**POLYUREA FLUID APPLIED MEMBRANE**

1.) REMOVE ALL WET AND DAMAGED INSULATION DOWN TO DECKING. REPLACE WITH SAME KIND AND THICKNESS.
2.) REMOVE INSULATION AND MEMBRANE FROM GUTTER EDGE UP THE ROOF LINE 8'.
3.) INSTALL NEW INSULATION AT A SLOPE OF 1/8":12 TOWARDS GUTTER LINE.
4.) NEW RECOVERY BOARD NEEDS TO BE INSTALLED OVER INSULATION.
5.) NEW SBS BASE SHEET TORCH MOD BIT INSTALLED OVER RECOVERY BOARD.
6.) TIE-IN EXISTING EPDM ROOFING TO NEW MOD BIT BASE SHEET PER DETAIL PROVIDED.
7.) INSTALL NEW GUTTER PER DETAILS.
8.) CLEAN AND PREP EXISTING EPDM MEMBRANE CLEAR OF DIRT AND DEBRIS.
9.) APPLY LIQUITEC BASE COAT OVER ENTIRE ROOF AREA AT A RATE OF 3 GAL./ SQ. AND IMMEDIATELY EMBED GRIP POLYESTER SCRIM.
10.) ONCE CURED, APPLY LIQUITEC TOP COAT OVER ENTIRE ROOF AREA AT A RATE OF 2 GAL./ SQ.

## LOCATION MAP




## NOTES

1. STORE AND HANDLE ROOFING SHEETS IN A DRY, WELL-VENTILATED, WEATHER-TITE PLACE. STORE ROLLS OF FELT AND OTHER SHEET MATERIALS ON RAISED SURFACE. STAND ALL ROLL MATERIALS ON END. COVER ROLL GOODS WITH A CANVAS TARPAULIN OR OTHER BREATHABLE MATERIAL (NOT POLYETHYLENE).
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CUSTOMER NOTE:

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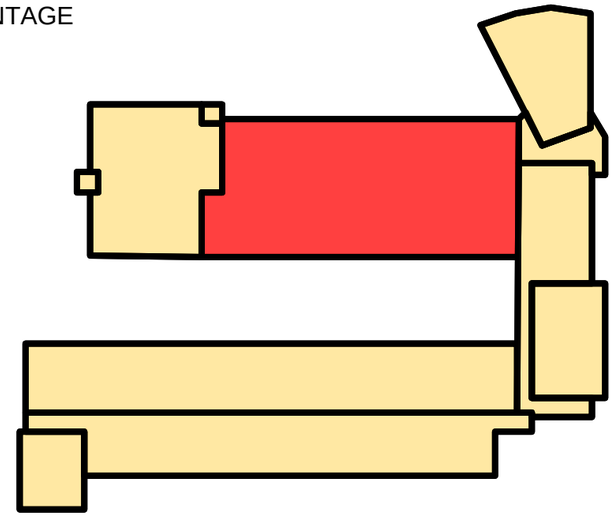
## DRAWING INDEX


A1 - COVER SHEET
A2 – ROOF PLAN
A3 – ROOF PLAN
D1 – DETAILS


## SITE MAP

2022 ADVANTAGE ROOFING



## BUILDING OVERVIEW

HAZEL PARK SCHOOLS
Today's Learners, Tomorrow's Leaders
245

INSPECTION REPORT

HAZEL PARK PUBLIC SCHOOLS
ADVANTAGE ALTERNATIVE
1620 E ELZA AVE.
HAZEL PARK, MI 48030

SHEET TITLE:
**COVER SHEET**

SHEET NO.
**A1**

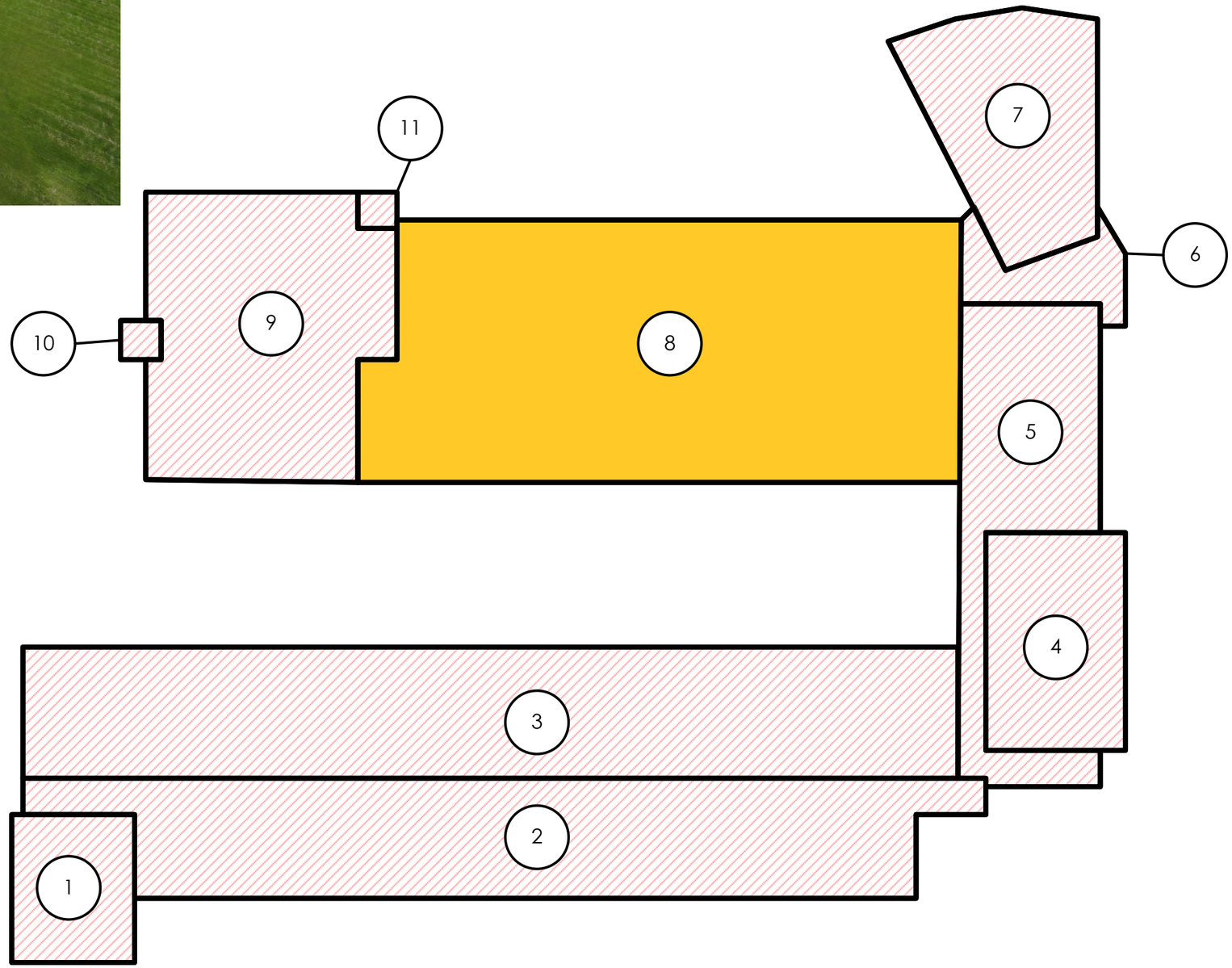
BASE BID

NOT IN SCOPE

**SQUARE FOOTAGE:**

SECTION #8: 14,000 SF

**TOTAL: 14,000 SF**




**CORE DATA:**

SECTION #8:

**AA-2**
Depth (inches): 4.5
Membrane: EPDM
Insulation: PolyISO
Recovery Board: N/A
Deck: Gypsum

HAZEL PARK SCHOOLS
Today's Learners, Tomorrow's Leaders
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INSPECTION REPORT

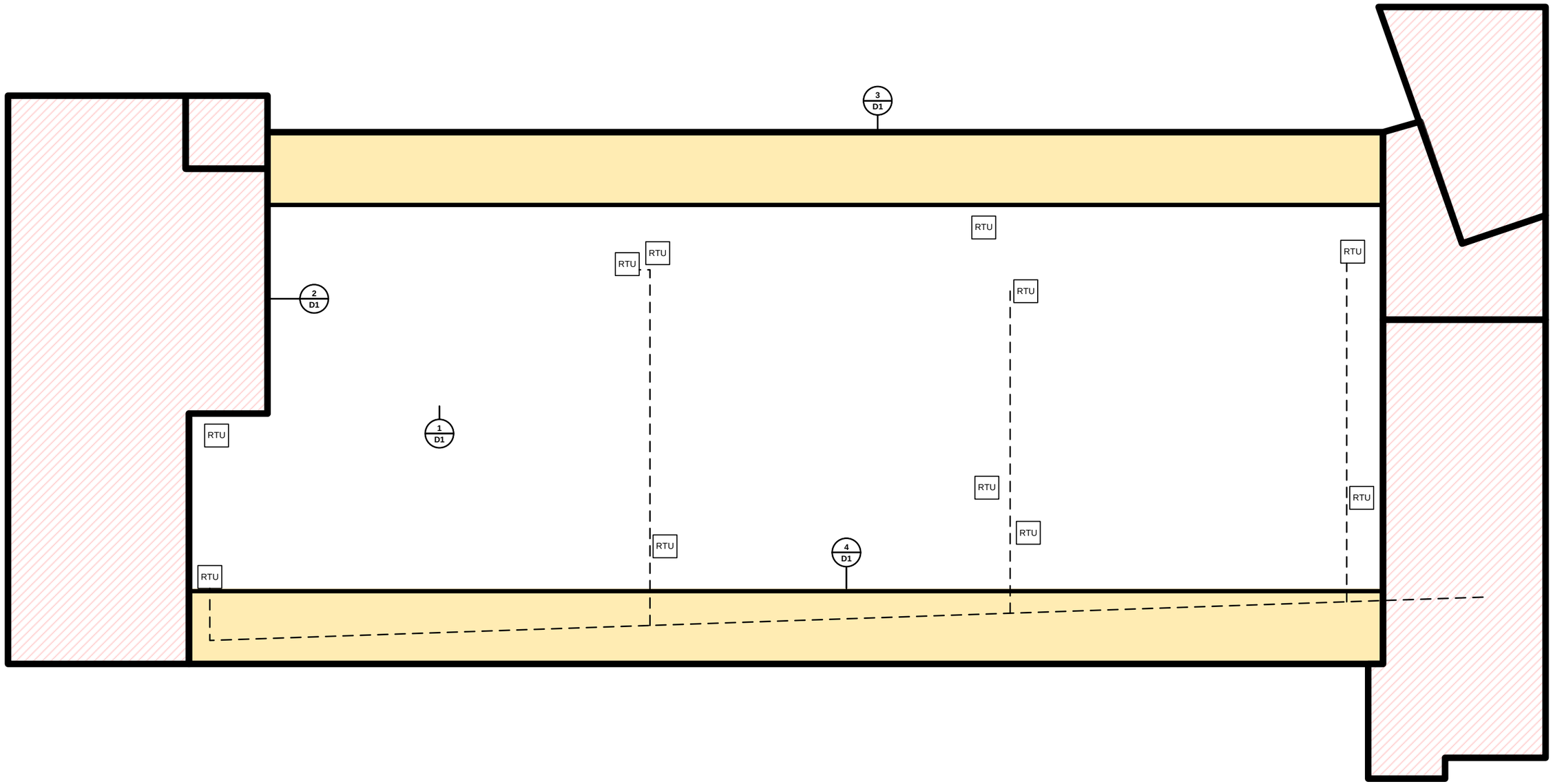
HAZEL PARK PUBLIC SCHOOLS
ADVANTAGE ALTERNATIVE
1620 E ELZA AVE.
HAZEL PARK, MI 48030

SHEET TITLE:
**ROOF PLAN**

SHEET NO.
**A2**

**DETAIL LEGEND**

| | |
|---|---|
| RTU | A/C UNIT |
| | REPLACEMENT AREA |
| – – – – | CONDUIT LINES |




HAZEL PARK SCHOOLS
Today's Learners, Tomorrow's Leaders
HP
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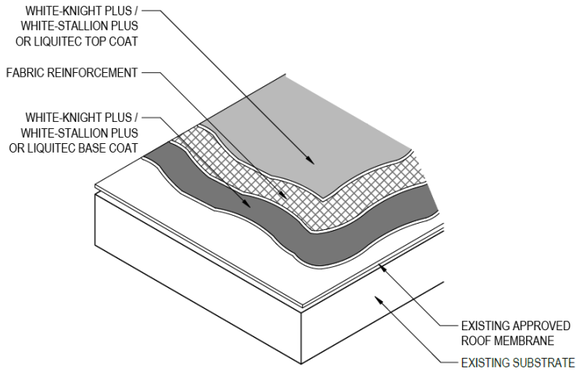
INSPECTION REPORT

HAZEL PARK PUBLIC SCHOOLS
ADVANTAGE ALTERNATIVE
1620 E ELZA AVE.
HAZEL PARK, MI 48030

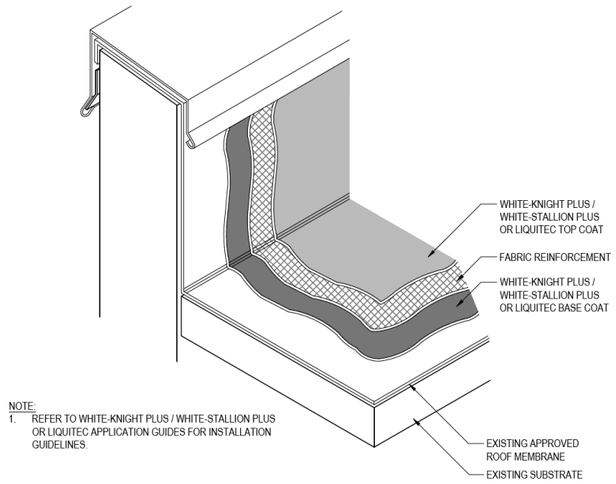
SHEET TITLE:
CORE DATA

SHEET NO.
A3




NOTE:
1. REFER TO WHITE-KNIGHT PLUS / WHITE-STALLION PLUS OR LIQUITEC APPLICATION GUIDES FOR INSTALLATION GUIDELINES.

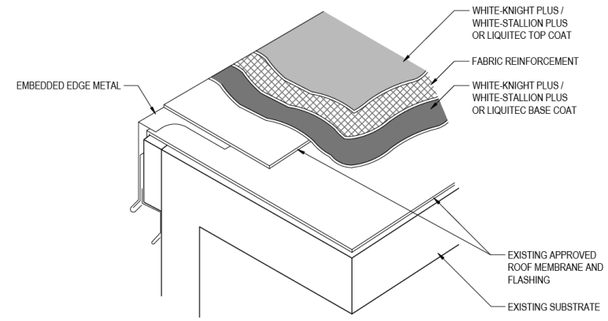
1 / D1 TYPICAL FIELD DETAIL
N.T.S.



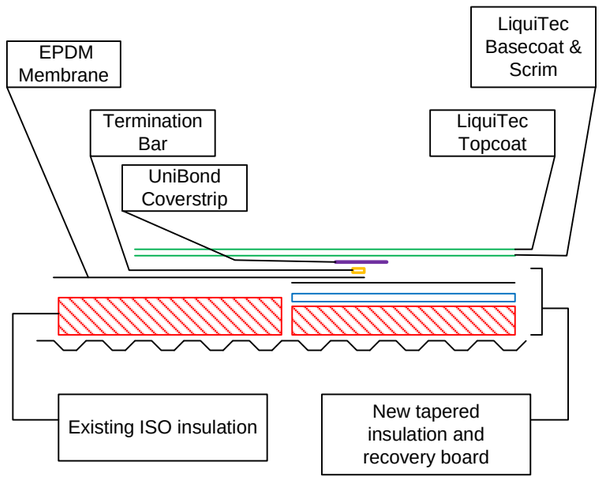

NOTE:
1. REFER TO WHITE-KNIGHT PLUS / WHITE-STALLION PLUS OR LIQUITEC APPLICATION GUIDES FOR INSTALLATION GUIDELINES.

2 / D1 TYPICAL VERTICAL FLASHING DETAIL
N.T.S.

NOTE:
1. REFER TO WHITE-KNIGHT PLUS / WHITE-STALLION PLUS OR LIQUITEC APPLICATION GUIDES FOR INSTALLATION GUIDELINES.




3 / D1 TYPICAL DRIP EDGE DETAIL
N.T.S.




4 / D1 TIE-IN DETAIL TO MODIFIED
N.T.S.

***Detail Requirements***

1) Details shown are representative of finished details. Contractors shall take into account existing insulation, new insulation, and the new roof system. Wood blocking shall be added to achieve the minimum flashing heights shown.

2) Deck types vary between roof areas and buildings. Contractor must verify roof decks and apply details accordingly.

HAZEL PARK SCHOOLS
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INSPECTION REPORT

HAZEL PARK PUBLIC SCHOOLS
ADVANTAGE ALTERNATIVE
1620 E ELZA AVE.
HAZEL PARK, MI 48030

SHEET TITLE:
DRONE OVERVIEW

SHEET NO.
D1

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223
www.hazelparkschools.org

To: Hazel Park Board of Education

From: Jason Zirnis, Assistant Superintendent of Business and Operations

Subject: Future Gas Price Contract

Date: 12/8/2021

Rob Bernardi of Executive Energy contacted Mr. Miller and I regarding the trending increase in gas prices and outlined market conditions that may contribute to permanent increases in gas prices. Based on his analysis, we are recommending that the District engage Mr. Bernardi to lock our gas prices in through the end of October 2025. Currently our gas contract is locked in at $2.92 per MMBtu. Current market prices for the past few months are as follows:

| | |
|---|---|
| December 2021 | $4.1993 |
| November | $4.2833 |
| October | $3.8295 |
| September | $3.5676 |

Mr. Bernardi is proposing that we purchase future contracts for the period of November 2023 through December 2025 at a rate of $3.6553 an MMBtu. This is a hedge against future increases in the price of the commodity and obviously has some risk if gas prices fell drastically.

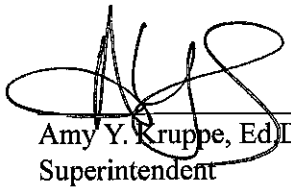
Funding Source: No cost to the general fund, savings would be realized monthly calculated by the spread in the market rate vs our rate multiplied by usage.

Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Recommendation**
That the Board of Education approves the purchasing of future contracts for gas through December 2025.

HAZEL PARK
SCHOOLS

**APPROVED AND RECOMMENDED FOR BOARD ACTION**



Amy Y. Kruppe, Ed.D.
Superintendent

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223
www.hazelparkschools.org

To: Hazel Park Board of Education

From: Jason Zirnis, Assistant Superintendent of Business and Operations

Subject: Webster Early Childhood Center Interactive Wall Decals

Date: 12/8/2021

As a district we are continually looking for ways to enhance the learning environment at Webster Early Childhood Center. One way to do this is to utilize all available spaces, including walls and hallways, to increase opportunities for hands-on, immersive learning experiences. To support this goal, we would like to add a number of artistic decals throughout the hallways of Webster. These images support the Early Childhood Standards of Quality including Language and Early Literacy Development, Early Learning in Mathematics, and Social, Emotional and Physical Health and Development. We are currently working with an organization to design the decals. Examples of these images have been included in the board packet. Final designs will not only focus on the standards but also support the overall goal of updating our early childhood center.

In order for us to move forward with the project we are requesting the Board to approve an amount not to exceed $10,000. This project is part of a larger effort to update the learning environment at Webster. Last summer, the maintenance team removed most of the tack boards and touched up the paint throughout the building. It is our intent to continue this work next summer with repainting of an accent stripe on the bottom of the wall and repainting other areas inside and outside the classrooms.

Funding Source: not to exceed $10,000 to the general fund.

Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

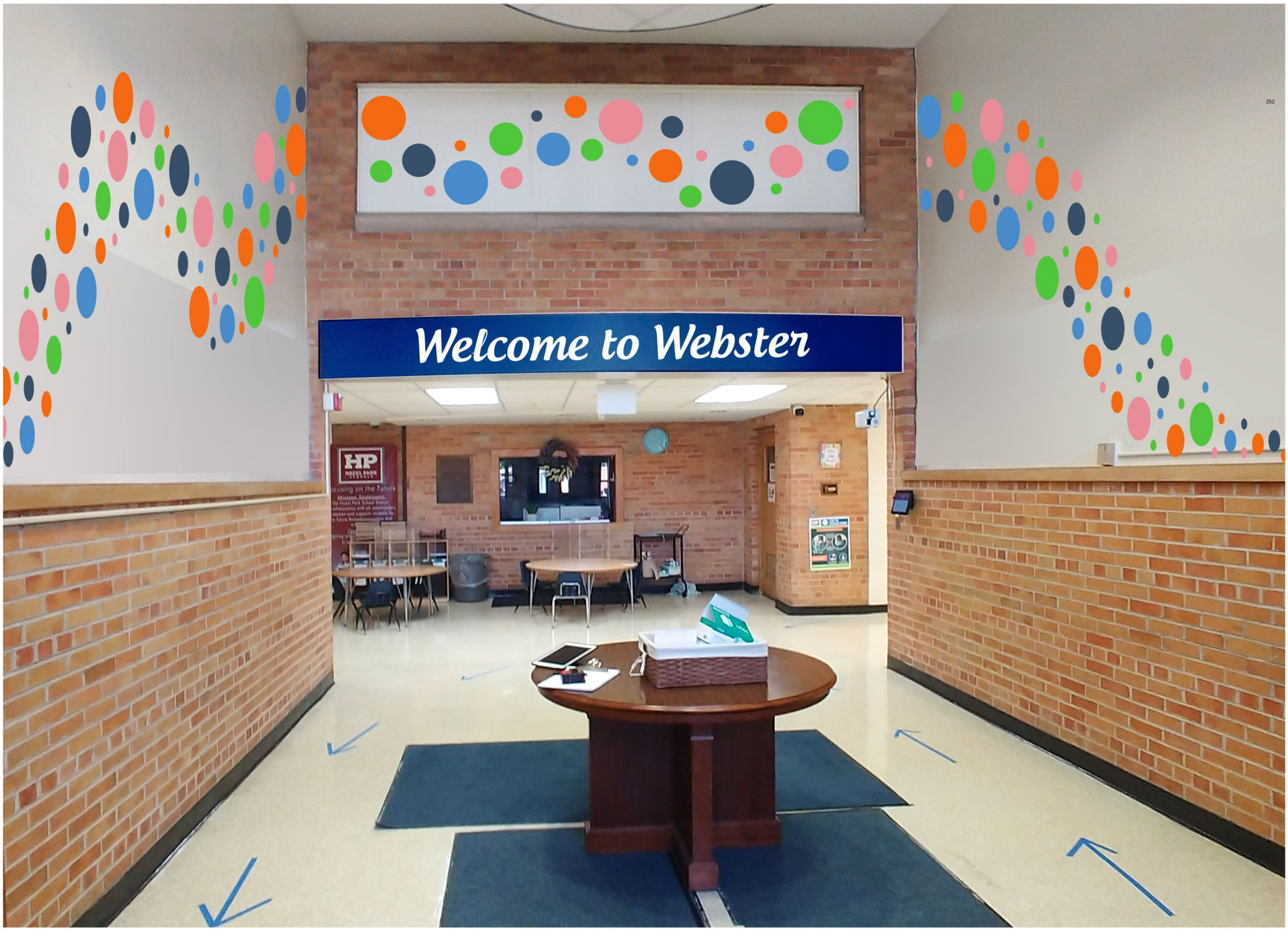
**Recommendation**
That the Board of Education approves the spending of $10,000 on decals for Webster Early Childhood Center.

**APPROVED AND RECOMMENDED FOR BOARD ACTION**

Amy Y. Kruppe, Ed.D.
Superintendent



HAZEL PARK PROMISE


Welcome to Webster
HP
HAZEL PARK
Using on the Future

Adobe Stock | #935552593

0 1 2 3 4 5 7 6 8 9

CLASS TIMES

8:30 AM – 9:30 PM

KIDS AT WORK KIDS AT WORK KIDS AT WORK

KIDS AT WORK KIDS AT WORK KIDS AT WORK

STAND
*like the*
FLAMINGO

HOP
*like the*
BUNNY

HIGH FIVE
*the*
DOG

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223
www.hazelparkschools.org

To: Hazel Park Board of Education

From: Jason Zirnis, Assistant Superintendent of Business and Operations

Subject: Facility Improvement Plan

Date: December 9, 2021

In conjunction with TMP Architecture, Building and Grounds Committee and District staff we have drafted a preliminary five-year capital improvement plan for the School District's Building & Site Sinking Fund for the years 2022 through 2026, attached, for your review, discussion, and feedback.

The plan was developed from the recommended needs identified in the facility assessment that was completed by TMP Architecture in conjunction with other projects that the Building and Grounds Committee believe would be an immediate benefit to the Districts needs. The primary focus is to address the safety, security, building conditions, technology and sometimes general needs across the School District.

The plan is a general guide for the District to follow which will need an annual review to assess other needs as they arise. As it stands right now there is a concerted effort in the first year to continue work at the High School with the completion of the bathroom renovations throughout the building and pool work.

The plan currently exceeds the projected revenue over the coming years and was done so by design. As we have seen in the past few years significant funding has arisen to allow for projects to be completed outside of the sinking funds application. We anticipate there will be additional dollars in the coming years that will allow for technology, capital improvement and security projects to become available. It will always be the goal of the Building and Grounds Committee to ensure the short-term solvency of the Fund by moving projects forward or back years based on cash flow.

We are requesting the Board approve the plan as presented and we set an annual review of the plan in April or may with the Building and Grounds Committee to review summer activities (which is when a majority of the projects are undertaken) and begin planning the next summer projects.

Funding Source: Sinking Fund

Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

HAZEL PARK
SCHOOLS

**Recommendation**
That the Board of Education approves the Facility Improvement Plan

**APPROVED AND RECOMMENDED FOR BOARD ACTION**

Amy Y. Kruppe, Ed.D.
Superintendent

# Hazel Park Schools Facility Assessments
# 5 Year Plan - Proposed Yearly Spending

| | Administration / Advantage Program | Hazel Park High School | Hazel Park Junior High School | Hoover Elementary School | Longfellow Elementary Building | Webb Elementary School / Jardon School | United Oaks Elementary School | Camp Hazelwood | Webster Elementary Building | Edison Max School | Roosevelt Elementary Building | 5-Year Plan Total Spending | Annual Funding | PY Balance Carryover | Technology (est.) | Capital Expense for Year | Year End Balance |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | 258 |
| Year 1 (2021/22) | $ 14,500 | $ 324,000 | $ - | $ 25,000 | $ - | $ - | $ 32,500 | $ 25,000 | $ 30,000 | $ - | $ 5,000 | | $ 1,900,000 | | $ - | $ 456,000 | $ 1,444,000 |
| Year 2 (2022/23) | $ 247,500 | $ 1,669,000 | $ 98,000 | $ 90,000 | $ 40,000 | $ 7,500 | $ - | $ 10,000 | $ 50,000 | $ - | $ 95,000 | | $ 1,100,000 | $ 1,444,000 | $ 135,000 | $ 2,307,000 | $ 102,000 |
| Year 3 (2023/24) | $ 415,000 | $ 450,000 | $ 125,000 | $ 160,000 | $ 50,000 | $ 345,000 | $ 67,000 | $ - | $ 274,500 | $ - | $ 150,000 | | $ 1,133,000 | $ 102,000 | $ 200,000 | $ 2,036,500 | $ (1,001,500) |
| Year 4 (2024/25) | $ 580,000 | $ 195,000 | $ - | $ 375,000 | $ - | $ 220,000 | $ - | $ - | $ 75,000 | $ 200,000 | $ 150,000 | | $ 1,167,000 | $ (1,001,500) | $ 200,000 | $ 1,795,000 | $ (1,829,500) |
| Year 5 (2025/26) | $ 45,000 | $ 95,000 | $ - | $ - | $ - | $ 220,000 | $ 15,660 | $ - | $ - | $ - | $ 150,000 | | $ 1,200,000 | $ (1,829,500) | $ 200,000 | $ 525,660 | $ (1,355,160) |
| Building Total | $ 1,302,000 | $ 2,733,000 | $ 223,000 | $ 650,000 | $ 90,000 | $ 792,500 | $ 115,160 | $ 35,000 | $ 429,500 | $ 200,000 | $ 550,000 | $ 7,120,160 | $ 6,500,000 | | $ 735,000 | $ 7,120,160 | $ (1,355,160) |

**Hazel Park Schools Facility Assessments**
**Administration / Advantage Program / Alternative HS Education Building**
**Recommended Work - Priority 1 Items Only**

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated Cost | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | **SITE** | | | | | | | | |
| | | | | | | | | | |
| **SITE ITEMS (SC)** | | | | | | | | | |
| | | | | | | | | | |
| | Areas of cracked and damaged concrete walk. Some tripping hazards noted. | Various locations | Replace damaged and heaved concrete walk areas. | 5,000 | | | | | 5,000 |
| | | | | | | | | | |
| | | | | **5,000** | 0 | 0 | 0 | 0 | 5,000 |
| | | | | | | | | | |
| | **EXTERIOR ENVELOPE** | | | | | | | | |
| | | | | | | | | | |
| **Roof Items (RE)** | | | | | | | | | |
| | | | | | | | | | |
| | Areas of severe ponding adjacent to guttered roof edge. | North administration side | Add small roof drains with exterior discharge or replace roof | 480,000 | | 180,000 | | 300,000 | |
| | Replace Ballast roof above little advantage | | | 20,000 | | | | | 20,000 |
| | | | | | | | | | |
| | | | | **500,000** | 0 | 180,000 | 0 | 300,000 | 20,000 |
| | | | | | | | | | |
| **Exterior Walls (EE)** | | | | | | | | | |
| | | | | | | | | | |
| | South west entry alcove has damaged masonry and concrete roof planks. | South West corridor entry. | Rebuild entry alcove . | 15,000 | | | 15,000 | | |
| | | | | | | | | | |
| | | | | **15,000** | 0 | 0 | 15,000 | 0 | 0 |

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated Cost | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | **INTERIOR CONDITIONS (IC)** | | | | | | | | |
| | | | | | | | | | |
| **Building Interior (BI)** | | | | | | | | | |
| | | | | | | | | | |
| | Renovate Bathroom - (Front Entrance and Advantage) | | | 300,000 | | | 200,000 | 100,000 | |
| | Ceiling Repairs at Advantage | | | 30,000 | | | 30,000 | | |
| | Replace Hallway Flooring - Carpet/VCT | | | 60,000 | | | | 60,000 | |
| | Replace the Bathroom sinks by gym | | | 10,000 | | 10,000 | | | |
| | | | | **400,000** | 0 | 10,000 | 230,000 | 160,000 | 0 |
| | | | | | | | | | 260 |
| **Accessibility and Code Deficiencies (AC)** | | | | | | | | | |
| | | | | | | | | | |
| | Doors not fire rated and do not have ADA compliant door hardware. | Throughout building. | 41 doors, replace door and frame with new closures | 100,000 | | 50,000 | 50,000 | | |
| | | | | | | | | | |
| | | | | **100,000** | 0 | 50,000 | 50,000 | 0 | 0 |
| | | | | | | | | | |
| | **MECHANICAL SYSTEMS (M)** | | | | | | | | |
| | | | | | | | | | |
| | Install VUV and digital controls in advantage classrooms | | VUV unit install with casework above | 200,000 | | | 100,000 | 100,000 | |
| | Install VUV and digital controls as classroom units fail | | | 60,000 | | | 20,000 | 20,000 | 20,000 |
| | Install JACES to allow for communication to BMS | | | 7,500 | | 7,500 | | | |
| | | | | **267,500** | 0 | 7,500 | 120,000 | 120,000 | 20,000 |
| | | | | | | | | | |
| | **PLUMBING SYSTEMS (P)** | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated Cost | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| **ELECTRICAL SYSTEM (E)** | | | | | | | | | |
| | | | | | | | | | |
| | Multiple roof mounted conduits are broken | | Fix broken conduits | 14,500 | 14,500 | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **14,500** | 14,500 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | | | **Total** | **1,302,000** | 14,500 | 247,500 | 415,000 | 580,000 | 45,000 |

**Hazel Park Schools Facility Assessments**
**Hazel Park High School**
**Recommended Work - Priority 1 Items Only**

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | **SITE** | | | | | | | | |
| | **SITE ITEMS (SC)** | | | | | | | | |
| | Metal roof snow guards have been broken off at | Stadium Area | Replace snow guards with mechanically fastened type. | 10,000 | 10,000 | | | | |
| | Courtyard Improvements | | Benches, mulch, paving/brick | 10,000 | 10,000 | | | | |
| | Install flashing at the HS throughout | | | 75,000 | | | | 75,000 | |
| | | | | **95,000** | 20,000 | 0 | 0 | 75,000 | 0 |
| | **EXTERIOR ENVELOPE** | | | | | | | | |
| | **Roof Items (RE)** | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | **Exterior Walls (RE)** | | | | | | | | |
| | Some existing aluminum door frames have damaged | Various entries. | replace exterior stops. Repair / replace damaged | 75,000 | | 25,000 | 25,000 | 25,000 | |
| | | | | **75,000** | 0 | 25,000 | 25,000 | 25,000 | 0 |
| | **INTERIOR CONDITIONS (IC)** | | | | | | | | |
| | **Building Interior (BI)** | | | | | | | | |
| | Replace existing Asbestos flooring | classrooms | Tiles are in excellent shape, purely preventative maintenance | 30,000 | | | 30,000 | | |
| | Replace Carpet in Media Center | | | 15,000 | | 15,000 | | | |
| | Renovate bathrooms throughout | | Remaining bathrooms include staff, office and janitorial | 519,000 | 269,000 | 250,000 | | | |
| | Replace Ceiling in Commons | | Replace ceiling tiles and level ceiling in the area | 64,000 | | 64,000 | | | |
| | Bleachers in the Gym need replacing | | Aging bleachers without safety railing. original to the | 200,000 | | | 200,000 | | |
| | Locker Room Repairs off Gym and Pool | | Gut and rebuild | 800,000 | | 800,000 | | | |
| | Pool ceiling and lighting | | | 240,000 | | 240,000 | | | |
| | Welding Shop | | Replace current welding safety curtains, add | 125,000 | 25,000 | 100,000 | | | |
| | Railing on Mezzanine | | Replace railing to code height | 25,000 | | | 25,000 | | |
| | Rollup door at Receiving | | Replace roll up wood door and door plate. | 5,000 | 5,000 | | | | |
| | Replace Flooring | | Replace flooring in the commons and then throughout | 300,000 | | 75,000 | 75,000 | 75,000 | 75,000 |
| | | | | **2,323,000** | 299,000 | 1,544,000 | 330,000 | 75,000 | 75,000 |

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| **Accessibility and Code Deficiencies (AC)** | | | | | | | | | |
| | Doors not fire rated and do not have ADA compliant | | Replace doors and hardware and add closures | 175,000 | | 100,000 | 75,000 | | |
| | | | | **175,000** | 0 | 100,000 | 75,000 | 0 | 0 |
| **MECHANICAL SYSTEMS** | | | | | | | | | |
| | HVAC Upgrades: New JACES and replace units as needed | | Replace the existing JACES to communicate with BMS and as necessary replace HVAC units as they fail or need significant modifications as opposed to costly fixes on old equipment | 65,000 | 5,000 | | 20,000 | 20,000 | 20,000 |
| | | | | **65,000** | 5,000 | 0 | 20,000 | 20,000 | 20,000 |
| **PLUMBING SYSTEMS** | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| **BUILDING SYSTEMS** | | | | | | | | | |
| | | | | 0 | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| **ELECTRICAL SYSTEM** | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | **Total** | **2,733,000** | 324,000 | 1,669,000 | 450,000 | 195,000 | 95,000 |

**Hazel Park Schools Facility Assessments**
**Hazel Park Junior High School**
**Recommended Work - Priority 1 Items Only**

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | **EXTERIOR ENVELOPE** | | | | | | | | |
| **Roof Items (RE)** | | | | | | | | | |
| | Sloped metal roof snow guards are unsecured and missing. Safety concern at roof edges exposed to potentially occupied ground surfaces below. Waiting on final roof report for years 3-5 | Metal roof areas | Replace adhered snow guards with mechanically fastened snow guard rail system | 35,000 | | | 35,000 | | 264 |
| | Replace concrete in back parking lot with asphalt | | | 75,000 | | 75,000 | | | |
| | | | | **110,000** | 0 | 75,000 | 35,000 | 0 | 0 |
| **Exterior Walls (RE)** | | | | | | | | | |
| | Existing masonry screen walls have damaged and failing areas with damaged and unsecured stone cap sections. | East screen wall at service area, and exterior student gathering area | Rebuild and re-flash masonry screen walls. | 23,000 | | 23,000 | | | |
| | | | | **23,000** | 0 | 23,000 | 0 | 0 | 0 |
| | **INTERIOR CONDITIONS (IC)** | | | | | | | | |
| **Building Interior (BI)** | | | | | | | | | |
| | Replace carpet throughout building or replace with tile | | 1st and 2nd floor replacement with Carpet | 90,000 | | | 90,000 | | |
| | | | | **90,000** | 0 | 0 | 90,000 | 0 | 0 |
| **Accessibility and Code Deficiencies (AC)** | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | **MECHANICAL SYSTEMS** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | **PLUMBING SYSTEMS** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | 265 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | **ELECTRICAL SYSTEM** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | | | **Total** | **223,000** | 0 | 98,000 | 125,000 | 0 | 0 |

**Hazel Park Schools Facility Assessments**
**Hoover Elementary School**
**Recommended Work - Priority 1 Items Only**

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | **SITE** | | | | | | | | |
| **SITE ITEMS (SC)** | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | **EXTERIOR ENVELOPE** | | | | | | | | |
| **Roof Items (RE)** | | | | | | | | | |
| | Roof Assessment Recommendations | | Remove and replace two sections of roof. One is a high priority failure and the other is the next most replacement candidate. | 240,000 | | 40,000 | | 200,000 | |
| | Areas of damaged sealant at high clerestory windows and sills noted. | East roof area | Remove old sealant and reseal window frame and stone sill joints. | 10,000 | | | 10,000 | | |
| | | | | **250,000** | 0 | 40,000 | 10,000 | 200,000 | 0 |
| | **INTERIOR CONDITIONS (IC)** | | | | | | | | |
| **Building Interior (BI)** | | | | | | | | | |
| | Trim replacement | | | 25,000 | 25,000 | | | | |
| | Gym Floor Replacement | | | 75,000 | | | | 75,000 | |
| | Casework Replacement | | Redo Casework in classroom, remove upper cabinets, replace sink and cabinets and replace window casework with locking cabinets | 200,000 | | | 100,000 | 100,000 | |
| | | | | **300,000** | 25,000 | 0 | 100,000 | 175,000 | 0 |
| **Accessibility and Code Deficiencies (AC)** | | | | | | | | | |
| | Replace door and hardware. Closers missing from many corridor doors which is a current code violation. | Original building areas. | Add closers. | 100,000 | | 50,000 | 50,000 | | |
| | | | | **100,000** | 0 | 50,000 | 50,000 | 0 | 0 |

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | **MECHANICAL SYSTEMS (M)** | | | | | | | | |
| | | | | | | | | | |
| | | | | 0 | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | **PLUMBING SYSTEMS (P)** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | **ELECTRICAL SYSTEM (E)** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | | | **Total** | **650,000** | 25,000 | 90,000 | 160,000 | 375,000 | 0 |

**Hazel Park Schools Facility Assessments**
**Longfellow Elementary Building**
**Recommended Work - Priority 1 Items Only**

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | **EXTERIOR ENVELOPE** | | | | | | | | |
| **Roof Items (RE)** | | | | | | | | | |
| | Existing built up roof area is in very poor condition with failed roof vents and damaged gutters, Waiting on final roof report for years 3-5 | South east classroom wing. | Remove and replace roofing and associated edge metal and vent flashings. anticipate some roof deck repairs. | 50,000 | | | 50,000 | | |
| | | | | **50,000** | 0 | 0 | 50,000 | 0 | 0 |
| **Exterior Walls (RE)** | | | | | | | | | |
| | Areas of severe masonry damage is noted at upper wall areas. | Class room and gymnasium. | Remove and replace/repair damaged brick and block masonry. | 15,000 | | 15,000 | | | |
| | Areas of damaged concrete planks at overhangs and alcoves are noted. | Various locations | Repair and refinish damaged concrete plank areas | 25,000 | | 25,000 | | | |
| | | | | **40,000** | 0 | 40,000 | 0 | 0 | 0 |
| | **INTERIOR CONDITIONS (IC)** | | | | | | | | |
| **Building Interior (BI)** | | | | | | | | | |
| | Casework Replacement - TBD | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | **PLUMBING SYSTEMS** | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | **Total** | **90,000** | 0 | 40,000 | 50,000 | 0 | 0 |

**Hazel Park Schools Facility Assessments**
**Webb Elementary School / Jardon School**
**Recommended Work - Priority 1 Items Only**

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | **SITE** | | | | | | | | |
| | | | | | | | | | |
| **SITE ITEMS (SC)** | | | | | | | | | |
| | | | | | | | | | |
| | Play Scape are in good condition with need to address the non mulch surfacing | North play areas. | | 75,000 | | | 75,000 | | |
| | | | | | | | | | 269 |
| | | | | **75,000** | 0 | 0 | 75,000 | 0 | 0 |
| | | | | | | | | | |
| | **EXTERIOR ENVELOPE** | | | | | | | | |
| | | | | | | | | | |
| **Exterior** | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | **INTERIOR CONDITIONS (IC)** | | | | | | | | |
| | | | | | | | | | |
| **Building Interior (BI)** | | | | | | | | | |
| | | | | | | | | | |
| | Bathroom Renovation | | Gym, back hallway and up front halls (3sets) | 600,000 | | | 200,000 | 200,000 | 200,000 |
| | Replace Flooring - TBD | | | | | | | | |
| | | | | **600,000** | 0 | 0 | 200,000 | 200,000 | 200,000 |
| | | | | | | | | | |
| **Accessibility and Code Deficiencies (AC)** | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | Doors not fire rated and do not have ADA compliant door | Original building | Replace doors and hardware. | 50,000 | | | 50,000 | | |
| | | | | | | | | | |
| | | | | **50,000** | 0 | 0 | 50,000 | 0 | 0 |

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | **MECHANICAL SYSTEMS (M)** | | | | | | | | |
| | Install VUV and digital controls as classroom units fail | | | 60,000 | | | 20,000 | 20,000 | 20,000 |
| | Install JACES to allow for communication to BMS | | | 7,500 | | 7,500 | | | |
| | | | | **67,500** | 0 | 7,500 | 20,000 | 20,000 | 20,000 |
| | | | | | | | | | |
| | **PLUMBING SYSTEMS (P)** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | **ELECTRICAL SYSTEM (E)** | | | | | | | | 270 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | | | **Total** | **792,500** | 0 | 7,500 | 345,000 | 220,000 | 220,000 |

**Hazel Park Schools Facility Assessments**
**United Oaks Elementary School**
**Recommended Work - Priority 1 Items Only**

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | **SITE** | | | | | | | | |
| | | | | | | | | | |
| **SITE ITEMS (SC)** | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | **EXTERIOR ENVELOPE** | | | | | | | | 271 |
| | | | | | | | | | |
| **Roof Items (RE)** | | | | | | | | | |
| | | | | | | | | | |
| | Existing ladder location do not extend over tall parapets. | several roof areas | install metal platform over parapet wall with ladder run on short side. Code / safety issue. | 15,660 | | | | | 15,660 |
| | Failed upper brick wall failure | | replace failed section and assess the surrounding wall | 10,000 | 10,000 | | | | |
| | | | | **25,660** | 10,000 | 0 | 0 | 0 | 15,660 |
| | | | | | | | | | |
| **Exterior Walls (EE)** | | | | | | | | | |
| | | | | | | | | | |
| | Damaged stone cap and masonry sill wall | North west service ramp. | Selectively remove wall construction and rebuild with matching brick. | 15,000 | 15,000 | | | | |
| | | | | **15,000** | 15,000 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | **INTERIOR CONDITIONS (IC)** | | | | | | | | |
| | | | | | | | | | |
| **Building Interior (BI)** | | | | | | | | | |
| | | | | | | | | | |
| | Replace carpet, seems failing and trip hazards | | | 32,000 | | | 32,000 | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **32,000** | 0 | 0 | 32,000 | 0 | 0 |
| | | | | | | | | | |
| | **MECHANICAL SYSTEMS** | | | | | | | | |
| | | | | | | | | | |
| | Building controls are digital controls, add new JACES | | None Required. However, training for the staffs is highly recommended | 7,500 | 7,500 | | | | |
| | | | | | | | | | |
| | | | | **7,500** | 7,500 | 0 | 0 | 0 | 0 |

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | **PLUMBING SYSTEMS** | | | | | | | | |
| | | | | | | | | | |
| | Replace Gang Sinks | | Sinks are not working as originally designed. Timing is off and there should be individual sinks or stations | 35,000 | | | 35,000 | | |
| | | | | | | | | | |
| | | | | **35,000** | 0 | 0 | 35,000 | 0 | 0 |
| | | | | | | | | | |
| | **ELECTRICAL SYSTEM** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | 272 |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | | | **Total** | **115,160** | 32,500 | 0 | 67,000 | 0 | 15,660 |

**Hazel Park Schools Facility Assessments**
**Webster Elementary Building**
**Recommended Work - Priority 1 Items Only**

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | **SITE** | | | | | | | | |
| | | | | | | | | | |
| **SITE ITEMS (SC)** | | | | | | | | | |
| | | | | | | | | | |
| | Replace water main | | | 25,000 | 25,000 | | | | |
| | | | | | | | | | |
| | | | | **25,000** | 25,000 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | **EXTERIOR ENVELOPE** | | | | | | | | |
| | | | | | | | | | |
| **Roof Items (RE)** | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| **Exterior Walls (EE)** | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | **INTERIOR CONDITIONS (IC)** | | | | | | | | |
| | | | | | | | | | |
| **Building Interior (BI)** | | | | | | | | | |
| | | | | | | | | | |
| | Remediate Asbestos Flooring | | | 10,000 | | | 10,000 | | |
| | Refresh teachers lounge | | | 25,000 | | | | 25,000 | |
| | Remodel bathrooms by Headstart | | | 200,000 | | | 200,000 | | |
| | | | | **235,000** | 0 | 0 | 210,000 | 25,000 | 0 |

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| **Accessibility and Code Deficiencies (AC)** | | | | | | | | | |
| | Doors not fire rated and do not have ADA compliant door hardware. | Original building area | Replace doors and hardware. | 150,000 | | 50,000 | 50,000 | 50,000 | |
| | | | | **150,000** | 0 | 50,000 | 50,000 | 50,000 | 0 |
| **MECHANICAL SYSTEMS** | | | | | | | | | |
| | install a new JACES | | Install new Jaces to all ow for communication to the new BMS system for HVAC monitoring. | 5,000 | 5,000 | | | | |
| | | | | **5,000** | 5,000 | 0 | 0 | 0 | 0 |
| **PLUMBING SYSTEMS** | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| **ELECTRICAL SYSTEM** | | | | | | | | | |
| | Emergency Lighting - Investigate | Throughout | Need to evaluate if batteries are present and operational. | 14,500 | | | 14,500 | | |
| | | | | **14,500** | 0 | 0 | 14,500 | 0 | 0 |
| | | | **Total** | **429,500** | 30,000 | 50,000 | 274,500 | 75,000 | 0 |

**Hazel Park Schools Facility Assessments**
**Roosevelt Elementary Building**
**Recommended Work - Priority 1 Items Only**

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | **SITE** | | | | | | | | |
| **SITE ITEMS (SC)** | | | | | | | | | |
| | Remove non compliant playground equipment and replace with soccer pitch | | | 15,000 | | 15,000 | | | |
| | | | | **15,000** | 0 | 15,000 | 0 | 0 | 0 |
| | **EXTERIOR ENVELOPE** | | | | | | | | |
| **Roof Items (RE)** | | | | | | | | | |
| | Roof Replacement | | Initial assessment indicated to replace the gym roof due to imminent failure and a significant amount of repairs to other areas immediately | 85,000 | 5,000 | 80,000 | | | |
| | | | | **85,000** | 5,000 | 80,000 | 0 | 0 | 0 |
| **Exterior Walls (RE)** | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | **INTERIOR CONDITIONS (IC)** | | | | | | | | |
| **Accessibility and Code Deficiencies (AC)** | | | | | | | | | |
| | Renovate Bathrooms | | | 450,000 | | | 150,000 | 150,000 | 150,000 |
| | | | | | | | | | 0 |
| | | | | **450,000** | 0 | 0 | 150,000 | 150,000 | 150,000 |

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | **BUILDING SYSTEMS** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | **ELECTRICAL SYSTEM** | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | | | **Total** | **550,000** | 5,000 | 95,000 | 150,000 | 150,000 | 150,000 |

276

**Hazel Park Schools Facility Assessments**
**Hazelwood**
**Recommended Work - Priority 1 Items Only**

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | **SITE** | | | | | | | | |
| | | | | | | | | | |
| **SITE ITEMS (SC)** | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| | **EXTERIOR ENVELOPE** | | | | | | | | |
| | | | | | | | | | |
| **Roof Items (RE)** | | | | | | | | | |
| | | | | | | | | | |
| | New windows and doors for the bunk and main building | | | | 25,000 | | | | |
| | New windows and doors for the Main House | | | | | | | | |
| | New roof for the Main House | | | | | | | | |
| | | | | **0** | 25,000 | 0 | 0 | 0 | 0 |
| | | | | | | | | | |
| **Exterior Walls (RE)** | | | | | | | | | |
| | | | | | | | | | |
| | New Siding for the Main building | | 2 ft faux stone siding to protect the structure from water damage | | | 10,000 | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | **Total** | **0** | 25,000 | 10,000 | 0 | 0 | 0 |

**Hazel Park Schools Facility Assessments**
**Edison School**
**Recommended Work - Priority 1 Items Only**

| No. | Issues / Description (s) | Location (s) | Action (s) | Estimated | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| | **SITE** | | | | | | | | |
| **SITE ITEMS (SC)** | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | **EXTERIOR ENVELOPE** | | | | | | | | |
| **Exterior Walls (EE)** | | | | | | | | | |
| | Roof replacement on Areas not already addressed by work completed with PA 18 funding | | | 200,000 | | | | 200,000 | |
| | | | | **200,000** | 0 | 0 | 0 | 200,000 | 0 |
| | **INTERIOR CONDITIONS (IC)** | | | | | | | | |
| **Building Interior (BI)** | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| **Accessibility and Code Deficiencies (AC)** | | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | **MECHANICAL SYSTEMS** | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | **PLUMBING SYSTEMS** | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | **ELECTRICAL SYSTEM** | | | | | | | | |
| | | | | **0** | 0 | 0 | 0 | 0 | 0 |
| | | | **Total** | **200,000** | 0 | 0 | 0 | 200,000 | 0 |

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223
www.hazelparkschools.org

To: Hazel Park Board of Education

From: Nick Nugent, Director of Human Resources

Subject: Covid Leave Days

Date: 12/07/2021

We are seeking approval of a 10 day COVID 19 Leave for all employees.

The EPSL leave was mandated by the Federal Cares Act and expired December 31st, of 2020. The Hazel Park Board of Education chose to enact a 10 day Covid leave policy for the remainder of the 2020-2021 school year, which ended June 30th, 2021.

The Administration is seeking approval of a 10 day leave for COVID 19 that would allow employees who contract the COVID 19 virus to be paid for 10 days without use of sick days during the mandated quarantine period of 10 days. This leave could be used retroactively from August 2021- through June 30th, 2022. To use this leave, an employee would need to show verification of proof that they were ordered to quarantine due to COVID-19 through a positive PCR test..

This leave is necessary going forward as employees who have received the vaccine and booster shots and are still contracting COVID 19 and are forced to quarantine. One instance of quarantine can use up an entire allotment of sick time for the school year for an employee. This leave will help employees financially and will also ensure that staff do not report to work sick, as some may be out of sick time and forced to work.

The cost of this would be zero dollars as Hazel Park Schools has already budgeted the total salary for an employee.

**Strategic Goal Alignment -**

Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Recommendation**
That the Board of Education approve 10 days of COVID leave for those who have contracted the virus for the 2021-22 School Year.

**APPROVED AND RECOMMENDED FOR BOARD ACTION**

Amy Y. Kruppe, Ed.D.
Superintendent

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5443
www.hazelparkschools.org

**BOARD OF EDUCATION - RESOLUTION**

**WHEREAS,** the Hazel Park School District desires to make its schools, grades, and special programs available for enrollment by nonresident students residing within the Oakland School Intermediate School District and its contiguous and non-contiguous Intermediate School Districts to the extent permitted by law, and to count the same in membership pursuant to Section 105 and Section 105c of the State School Aid Act (MCL 388.1705 and 388.1705c), otherwise known as the Schools of Choice legislation for the upcoming 2022-2023 school year;

**THEREFORE, BE IT RESOLVED**, that the Hazel Park School District shall make such all of its schools, grades, and special programs available for enrollment by nonresident students residing within the Oakland Schools Intermediate School District and its contiguous and non contiguous intermediate School Districts to the extent permitted by law, and count such pupils in membership pursuant to Section 105 and Section 105c of the State School Aid Act (MCL 388.1705 and 388.1705c), otherwise known as the Schools of Choice legislation for the upcoming 2022-2023 school year.

**IT IS FURTHER RESOLVED,** that the School District, through its Administration, will comply with all of the requirements set forth in MCL 388.1705 and 388.705c for participation in School of Choice.

**RESOLUTION DECLARED ADOPTED.** December 13, 2021

_____
Laura Adkins, President of Hazel Park Schools Board of Education

_____
Rachel Noth, Vice President of Hazel Park Schools Board of Education

_____
Amy Kruppe, Ed.D., Superintendent of Hazel Park Schools

HAZEL PARK SCHOOLS

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.
Superintendent

Ford Administration
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223
www.hazelparkschools.org

To: Hazel Park Board of Education

From: Dr. Amy Kruppe, Superintendent

Subject: Board of Education Compensation

Date: December 8, 2021

---

Following up on a request from the Board of Education, the Policy Committee discussed an increase in the Board of Education Compensation. The committee recommended bringing the item to the entire Board of Education for discussion, recommendation and if necessary, approval.

**Strategic Goal Alignment -**

Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**APPROVED AND RECOMMENDED FOR BOARD DISCUSSION**

Amy Y. Kruppe, Ed.D.
Superintendent



HAZEL PARK PROMISE

DEBBIE SCOTT <debbie.scott@hazelparkschools.org>

# Fwd: in appreciation

1 message

**Amy Kruppe** <amy.kruppe@hazelparkschools.org> Mon, Nov 29, 2021 at 8:24 AM
To: DEBBIE SCOTT <DEBBIE.SCOTT@hazelparkschools.org>, Jamie Buczko <jamie.buczko@hazelparkschools.org>

Can you add this to the December Board packet.

---------- Forwarded message ---------
From: **Vicky Zoldos** <vzoldos@gcfb.org>
Date: Mon, Nov 29, 2021 at 8:13 AM
Subject: in appreciation
To: amy.kruppe@hazelparkschools.org <amy.kruppe@hazelparkschools.org>, matthew.miller@hazelparkschools.org <matthew.miller@hazelparkschools.org>, marsha.dziewit@hazelparkschools.org <marsha.dziewit@hazelparkschools.org>

Greetings!
We have so much to be thankful for this year. While we don't often say it, we'd like to take the time to thank you and your team for partnering together with Gleaners to provide nutritious meals to our community across the Metro Detroit area. You are your team have gone above and beyond to make sure families had access to meals during the pandemic.
We'd like to present you with this certificate of appreciation for all of your collaboration and efforts that you contributed over the 2021 fiscal year. The totals included in the certificate are the total number of families we served at your facility from October 2020-September 2021. You made a huge contribution and for that, we are very grateful!
Be well, and continue the great work!

Sincerely,

Vicky Zoldos

Manager of Government Nutrition Programs

**Gleaners Community Food Bank of Southeastern Michigan**

21405 Trolley Industrial Dr. | Taylor, MI |48180

313.530.8736 (Cell) | 313-923-3535 ext. 273 (Office)

www.gcfb.org

--
***With Hope,***

***Amy Kruppe, Ed. D.***
***Superintendent***
***248•658-5221 - Office***
***224-629-6435 - Cell***
***Education breeds Confidence. Confidence breeds HOPE. HOPE breeds Peace. "Confusius"***

# CERTIFICATE OF APPRECIATION

## 2021 Emergency Mobile Food Distribution Partner

283

# Hazel Park High School

for your contributions to serving the community during this time of need. Together, we distributed nourishing and healthy food to 1477 families. Thank you for going above and beyond to feed hungry people and nourish our communities.

*Vicky Zoldos*

**VICKY ZOLDOS**
Manager of Government Nutrition Programs

*Betz Des Chenes*

**BETZ DES CHENES**
Director of Operations - Mobile and Government Programs

GLEANERS
EST. 1977
FEEDING PEOPLE. NOURISHING LIVES.

| | |
|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | Copy of PARENT INVOLVEMENT IN THE SCHOOL PROGRAM |
| Code | ag2112 |
| Status | |
| Adopted | October 8, 2018 |
| Prior Revised Dates | Revised 10/8/2021 |

2112 - **PARENT INVOLVEMENT IN THE SCHOOL PROGRAM**

Durable and significant learning by a student is more likely to occur when there is an effective partnership between the school and the student's parents/guardians ("parents"). Such a partnership means a mutual belief in and commitment to significant educational goals for a student, a plan for the means to accomplish those goals, cooperation on developing and implementing solutions to problems that may be encountered, and continuing communication regarding the progress in accomplishing the goal(s). To this end, parents should be meaningfully involved in:

A. developing and implementing appropriate strategies for helping their child achieve the learning objectives that lead to accomplishing the learning outcomes;

B. providing a school and home environment which encourages learning and augments, at home, the learning experiences provided by the school;

C. **(X )** establishing the learning outcomes for their child with the goal of developing a responsible, adult member of society;

D. **( )** establishing and supporting a consistent and shared approach to child guidance and discipline;

E. **(X )** providing for the proper health, safety, and well-being for their child;

F. **( )** developing English language proficiency;

G. **( )** _____**[other]**.

The District is committed to communicating to parents at a level and in a language they can understand, where practicable.

The District shall develop a Parental Involvement Plan by which a school-parent partnership can be established and provided to the parent of each child in the District. The plan must encompass parent participation, through meetings and other forms of communication. The Parental Involvement Plan shall be distributed to all parents and students through publication in the Student Handbook or other suitable means.

The Parental Involvement Plan for the District (with building/program specific goals as desired) shall include, but not be limited to, the following strategies:

A. **(X )** Hold an annual meeting to inform first time parents of the District Parental Involvement Plan. A positive invitation in language understandable to the parents will be given to explain the District's commitment and the parent's right to be involved in the educational process of their child.

B. **(X )** Provide child's individual assessment results, reading results, progress reports, report cards, parent conferences.

C. **(X )** Provide a description and explanation of the curriculum in use at the District, the form of assessment used to measure student progress and the proficiency levels students are expected to meet. The District will also provide each school's

discipline plan along with a tardy plan.

D. **( )** Arrange flexible scheduled parent/teacher conferences and parent requested conferences.

E. **(X )** Post PTA/PTO meetings, and parent involvement meetings on the District website and via-e-mail.

F. **(X-)** Publish District and School Newsletter(s) informing parents about the Parental Involvement Plan and other events at the school(s). This newsletter will also send a positive invitation to parents to participate in various activities while providing parents information at a glance about scheduled District and school meetings and activities.

G. **(X )** Schedule regular meetings and brainstorming sessions at least once monthly to provide parents the opportunity to share concerns and desires, to better improve the school environment and student achievement.

H. **(X )** Send home a parent-student teacher compact that outlines how parents and school staff will share the responsibility for improved student achievement of their children. This compact shall be discussed and revised as necessary at least annually at school meetings.

I. **(X )** Establish and maintain a home reading program. Books will be provided to encourage students to read at home. Student participation in the program will be given school wide recognition.

J. **(X )** Maintain a consistent, District wide effort to communicate regularly with parents. Teachers contact new students by mailing welcome notes.

K. **( )** Provide home visits for first grade students by the parent coordinator.

L. **( )** Schedule at least two (2) student conferences annually with the teacher(s) to inform parents of student's progress.

M. **( )** Distribute periodic weekly newsletters from teachers informing parents of upcoming District events and curriculum being taught.

N. **( )** Send folders home (each week, bi-weekly, monthly) to keep parents abreast of individual student progress and maintain open lines of communication.

O. **(X )** Make calls, use e-mail letters as needed for teachers and administrators to communicate with parents.

P. **( )** Have faculty and parent coordinator provide monthly morning coffee and donuts for parents.

Q. **( )** Distribute home language surveys annually to identify students for whom English is a second language to provide a means for developing individualized instruction when needed.

R. **(X )** Encourage continued positive partnerships involvement throughout the community by staff and administrators.

S. **( )** Offer an ongoing reading tutorial program throughout the school year during the day, encouraging parental involvement.

T. **(X )** Establish after school academic clubs to provide students additional opportunities to develop skills.

U. **( )** Have the District's high school students offer tutoring through the National Honor Society upon request.

V. **(X )** Encourage active faculty participation in PTA or PTSO. Goal of 100% participation.

W. **( )** Have students perform annually for PTA programs. The cheerleaders and athletic teams provide booster clubs sponsorship to actively engage parents.

X. **( )** Have students perform at various functions throughout the community.

Y. **( )** Encourage parents to serve as chaperones for class field trips and other school activities.

Z. **( )** Provide parenting classes throughout the year.

AA. **( )** Hold an annual recognition event for parents and volunteers who have helped throughout the year.

AB. **( )** Have school administration and staff provide test data and interpretation meetings to allow parents to ask questions.



AC. **( )** Provide opportunities for discussions between parents, administrators and staff to address problems and find solutions for students having difficulties, either academically or socially. These group discussions should meet (twice) a month, with a

caseworker assigned for follow-up.

AD. **(X )** Establish and make reasonably available a parenting resource center.

AE. **( )** Use homework hotline to inform homes of various assignments and activities. Utilize the website as available.

AF. **( )** Place announcements on the District's cable television channel in a consistent and timely manner.

AG. **(X )** Place current and accurate announcements on the schools marquis throughout the District.

AH. **( )** Inform an advisory council of District staff, parents and students to assure parents and students are involved in an organized, ongoing and timely way, in the planning, review and improvement of the schools Parental Involvement Plan.

**Relations with Parents**

The District encourages parents to assume and exercise responsibility for their children's behavior, including the behavior of students who have reached the legal age of majority, but are still supported by the parent. During the school hours, the District, through its designated administrators, recognizes the responsibility to monitor students' behavior and, as with academic matters, the importance of cooperation between the school and the parents in matters relating to conduct.

For the benefit of the child, the District encourages parents to support their child's career in school by:

A. **(X )** participating in school functions, organizations and committees;

B. **(X )** supporting the teachers and the schools in maintaining discipline and a safe and orderly learning environment;

C. **( )** requiring their child to observe all school rules and regulations;

D. **( )** supporting or enforcing consequences for their child's willful misbehavior in school;

E. **(X )** sending their children to school with proper attention to his/her health, personal cleanliness, and dress;

F. **(X )** maintaining an active interest in their child's daily work, monitoring and making it possible for him/her to complete assigned homework by providing a quiet place and suitable conditions for study;

G. **(X )** reading all communications from the school, signing, and returning them promptly when required;

H. **(X )** cooperating with the school in attending conferences set up for the exchange of information of their child's progress in school.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | THE SCHOOL IMPROVEMENT PROCESS |
| Code | ag2120 |
| Status | |

2120 - **THE SCHOOL IMPROVEMENT PROCESS**

The District has established a school improvement process which will function under the leadership of the District School Improvement Team. The Team will consist of:

A. **[X ]** the Curriculum Office from District administration;

B. **[X ]** the principal, two (2) staff members, and two (2) parents from the elementary school level;

C. **[X ]** the principal, two (2) staff members, two (2) and parents from the middle school level;

D. **[X ]** the principal, two (2) staff members, and two (2) parents from the high school level.

E. **[X ] other members as assigned**.

There will be a School Improvement Team at each building under the leadership of the principal and consisting of:

A. **[X ]** two (2) professional staff members;

B. **[X ] two (2)** support staff members;

C. **[X ] two (2)** parents;

D. ~~**[ ]** ___ students;~~

E. **[X ]** two(2) members of the community.

F. **[X ] other members as assigned**

The purpose of the School Improvement Teams is to focus on programs and procedures which can help the District achieve its educational mission and which meet one (1) or more of the following criteria:

A. **[X ]** will result in a more effective use of existing resources

B. **[ ]** will strengthen students' and/or staff members' willingness to participate productively in the academic and other activities of the school

C. **[ ]** will articulate effectively with programs and/or activities which students will need to participate in at the next learning level in order to successfully accomplish their educational goals

D. **[X ]** are sustainable using existing resources or those that the school or District can obtain for long-term use

~~Each school is to establish a three (3) to five (5) year improvement plan which shall:~~



A. ~~identify adult roles for which students will need to be prepared;~~

B. ~~identify the education and skills students will need to fulfill the adult roles;~~
C. ~~determine the extent to which the school's curriculum is providing adequate opportunity for students to acquire the skills needed to fulfill the adult roles;~~

D. ~~identify the changes (or additions) that need to be made in the curriculum in order for students to develop (and apply) the education and skills to fulfill adult roles;~~
E. ~~identify the specific means by which the curriculum changes will be made and implemented;~~
F. ~~develop alternative means and methods for providing reliable and valid assessment of each student's ability to demonstrate achievements, skills, and competencies;~~
G. ~~provide strategies for integrating evolving technology into the school's curriculum;~~
H. ~~provide age appropriate opportunities for structured on the job learning to be combined with classroom instruction.~~

~~In developing the school's plan, the school improvement team should make use of the following administrative guidelines:~~

A. ~~AG 2250 for preparing proposals for new or revised programs and projects~~
B. ~~AG 2210C and Form 2210 F1 for analyzing the quality of the school's current learning programs to determine needed changes and/or additions to programs~~
C. ~~AG 2252 for developing plans~~
D. ~~AG 2210D for identifying adult roles and identifying prerequisite knowledge and skills for fulfilling adult roles~~
E. ~~AG 2605 and AG 2624B for providing authentic assessment of student learning~~
F. ~~AG 2210 and AG 2131 for designing or redesigning learning programs~~

All proposals for new programs or extensive revision of existing programs are to be developed according to AG 2250 and submitted by school improvement teams to the District Improvement Team, which in turn, shall submit them to the Superintendent and the Board for final approval by no later than June 1st (August 1st recommended). Once approved by the Board, each school's plan will be made available to the State Department of Education prior to September 1st of each year. ~~[ ] A copy of each school improvement plan is to be sent to the ISD.~~

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | CURRICULUM DEVELOPMENT |
| Code | ag2210A |
| Status | |
| Adopted | October 8, 2018 |

2210A - **CURRICULUM DEVELOPMENT**

The District's curriculum development will be managed through the leadership of the Curriculum Office. **[committee or administrator]**

A. ~~**( )** The _____ will be a standing committee. The people on this committee may change from time to time, but each of the areas of membership must be represented at all times.~~

B. **(X )** Responsibilities

1. **(X )** continually evaluate selected areas of the District's curriculum
2. **(X )** establish priority areas for revision
3. **(x )** establish working committees in the selected areas
4. ~~**( )** maintain liaison with working committees to determine progress and assist with possible problems~~
5. **(X )** determine how best to implement a newly developed or revised course of study including faculty orientation
6. **(X )** develop or advise on in-service programs and seminars needed to strengthen and enrich the District's program
7. **(X )** establish procedures for effective evaluation of courses of study

C. ~~**( )** Composition (if committee)~~

1. ~~**( )** Superintendent of Schools (ex officio)~~
2. ~~**( )** Chairperson (selected by the Superintendent)~~
3. ~~**( )** One (1) Principal (All Principals are invited to participate.)~~
4. ~~**( )** _____ teachers from each school (or grade level or subject area)~~
5. ~~**( )** _____ representatives from Special Education Department~~
6. ~~**( )** _____ representative from _____~~
7. ~~**( )** _____ representative from _____~~
8. ~~**( )** _____ representative from _____~~

The Curriculum Office may establish curriculum working committees, define their purpose, and select their members. Each committee will serve as long as deemed necessary and may be reactivated as needed.

Upon approval of the Curriculum Office, all new or revised programs, courses of study, and/or course guides will be forwarded to the Superintendent and then to the Board for final approval.

~~Guidelines for Program Development~~
~~In developing or redesigning a learning program, a working committee should use the following questions as planning as planning guidelines to prepare each component designed by the Board in its curriculum policy:~~
~~Component #1 – Intended Program Outcomes (Applied Learning)~~
~~What are the expected results of this program? and/or~~
~~What will students be able to accomplish as a result of properly completing this program? And/or~~
~~What kinds of "products" or performances will a student be able to produce or what kinds of situations will a student be able to effectively deal with through integration and application of the knowledge, attitudes, and skills this program should develop?~~
~~Component #2 – Intended Learnings (Knowledge, Attitudes, Skills)~~
~~**SKILLS**~~
~~What are the skills needed to accomplish the program outcome?~~
~~Which are new skill areas and which are applications of skills learned earlier?~~
~~What are standards (result, time, process, etc.) for performance of each skill needed by the student in order to accomplish the intended program outcome?~~
~~How will the skills be sequenced?~~
~~What will be the means for initial assessment of each skill?~~
~~Is the means both reliable and valid?~~
~~**ATTITUDES**~~
~~What a particular actions must a student be willing to take consistently, if s/he is to accomplish what this program intends?~~
~~Which if these are applications of previously formed attitudes and which need to be developed in this program?~~
~~**KNOWLEDGE**~~
~~What concepts and cause/effect principles must a student be able to use in order to accomplish the intended program outcomes?~~
~~Which of these should the student already have learned? Which will need to be learned or extended during this program? What level of understanding of each is needed for a student to accomplish the program outcomes?~~
~~**Component #3 – Learning Activities**~~
~~**SKILLS**~~
~~What will be the nature and frequency of practice? What opportunities will be provided for the student(s) to critique performance of each skill against the established standards?~~
~~**ATTITUDES**~~
~~What will be the means for initial assessment? What activities will be needed to reinforce the current attitudes?~~
~~What activities will be needed to develop the new attitudes?~~
~~What opportunities will be provided for the student(s) to assess progress in forming/applying these attitudes?~~
~~**KNOWLEDGE**~~
~~What will be the means for initial assessment?~~
~~Is this means both reliable and valid?~~
~~What activities are needed for the student to form or extend his/her understanding of the concepts and cause/effect principles?~~
~~What will be done to provide evidence that the student has developed the necessary level of understanding?~~
~~**ROTATION**~~
~~How will the activities be rotated within a unit between introduction, data gathering, processing of information, synthesis, and application to ensure maximum opportunity for a student to develop the intended learnings?~~
~~What are the contingencies when a student fails to accomplish the intended learning(s)?~~
~~How will the components of the program be sequenced?~~
~~Is the particular sequence critical to the outcomes or are variations appropriate? If so, what are some of the feasible, appropriate variations in sequences?~~
~~Component #4 – Methods of Instruction~~
~~What particular instructional strategies are needed for students to develop each type of learning and then make appropriate applications?~~
~~Which of these strategies and techniques are the instructors currently able to employ at the needed proficiency level?~~
~~What kind of assistance will be provided either through the program or through staff development?~~
~~Will staff development sessions be provided or are instructors expected to make program applications of the strategies on their own?~~
~~Components #5 – Materials and Resources~~
~~What materials/resources will be used to provide students with the information needed to develop the knowledge, attitudes, and skills?~~
~~Will texts and other selected materials/resources be analyzed to ensure they contain the appropriate information for these particular learnings?~~
~~To what extent do the materials/resources allow the student to develop and apply his/her own learning as opposed to memorizing those of the author?~~
~~Do the materials/resources meet the selection criteria for texts and other learning resources established in the District's AG 2510, AG 2521A, AG 2521C and AG8390?~~

~~Component #6 - Evaluation~~
~~See guidelines for Program Evaluation in AG 2605.~~
~~Component #7 - Financial Needs and Constraints~~
~~How closely did the actual costs of development/revision match the budgeted costs?~~
~~Will the costs for implementation stay within those in current and estimated budgets?~~
~~Introduction of New and Revised Courses of Study and Course Guides~~
~~In planning for the introduction of a new or revised course of study, it is essential that teachers are properly oriented and prepared to make effective use of the course. In-service programs, provided by District personnel or outside consultants, should include activities related to both the use of the course and the criteria and standards required for proper evaluation of both student outcomes and course utilization.~~
~~Supervision of Courses of Study~~

~~The primary responsibility for the supervision of instruction rests with the individual Building Principal in accordance with Board policies and administrative guidelines related to the District's curriculum. The _____ shall be available at the request of the Principal to assist in the proper utilization of courses of study. Principals and other supervisory personnel are to monitor how well each teacher is using the courses of study, help them overcome any difficulties they are encountering, and obtain their suggestions for improvement of the courses. All such suggestions are to be submitted to _____.~~

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | ASSESSING THE DISTRICT'S LEARNING PROGRAMS |
| Code | ag2210C |
| Status | |

2210C - **ASSESSING THE DISTRICT'S LEARNING PROGRAMS**

There is a continuing need to assess the courses of study and other programs that comprise the learning plan for the District. Knowing the strengths and weaknesses of the total curriculum and of each learning program is the first step in producing a quality revision or update.

**Scope and Sequence**

It is essential that, periodically, an analysis be done of the learning objectives for each subject and skills area to ensure that:

A. the learning objectives (intended learnings) for each grade or level are building cumulatively toward student accomplishment of the learning outcomes at each grade or level and for the entire curriculum area;

B. there are no gaps in the learning objectives that would inhibit a student from accomplishing the learning outcomes;

C. there are no unnecessary duplications or redundancies in the learning objectives or the learning outcomes.

~~Learning Programs (Courses of Study)~~
~~Prior to a working committee undertaking the revision of a course of study or any other learning program offered by the District, the committee should use Form 2210 F1 to conduct an analysis of each of the six (6) components that should comprise any effective program or course. These components are:~~

A. ~~EXPECTED LEARNING OUTCOMES~~
B. ~~INTENDED LEARNINGS~~
C. ~~LEARNING ACTIVITIES~~
D. ~~METHODS OF INSTRUCTION~~
E. ~~MATERIALS AND RESOURCES~~
F. ~~ASSESSMENT~~

If the assessment is conducted properly, it should yield valuable information about both the strengths and weaknesses of the program. This information can then serve as a guide to the revision process along with other guidelines. ~~provided in AG 2210 and AG 2605.~~

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | PREPARATION FOR THE WORLD OF WORK |
| Code | ag2220 |
| Status | |

2220 - **PREPARATION FOR THE WORLD OF WORK**

One of the desired educational outcomes of the District is for students to have the prerequisite knowledge, attitude, and skills with which to enter the world of work at some later time in their lives. Board of Education Policy 2220 directs that the administration and staff include as a learning outcome for each course of study that students can demonstrate both willingness and ability to be punctual, to be present regularly at the learning site, to participate in the learning activities, and to complete assignments on time and as directed.

For students to develop these basic "workplace behaviors", teachers will need to emphasize their importance as they conduct learning activities. Such reminders can be part of directions, assignments, learning reviews, and feedback sessions on how well students functioned during activities.

~~[ ] As with other types of learning, one of the most effective strategies for helping students realize the importance of these "workplace behaviors" is for staff to model the behaviors that will be expected of the students.~~

These attitudes and behaviors are to be made a part of the student's final grade in a course after principals and teachers determine the best method for grading such learnings and their weight relative to academic content of each program. It should be made clear to students at the beginning of each course and prior to the end of each marking period that the "workplace behaviors" will be part of the grade for the course.

~~The District has prepared a Form 2220-F1 which provides a list of workplace competencies that business and industry considers of primary importance. Surveys of employers indicate they are more interested in young people reflecting these behaviors than in technical knowledge and skill which can be developed by the employer. The form can be used, initially, to help staff formulate learning objectives for the courses of study which will produce the desired outcome. Additionally, the form facilitates the grading of each behavior. Form 2220-F2 has been designed for students to use to help them develop and maintain an awareness of these competencies and to assist teachers and counselors in their discussions with and evaluations of students.~~
~~Since the development of good work habits takes time, effort, and continued reinforcement, such learning should start at the elementary level and build with increasing emphasis through the high school programs. The relative grading weight for these behaviors should also increase commensurately.~~

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | COURSE GUIDES |
| Code | ag2230 |
| Status | |

2230 - **COURSE GUIDES**

Any guides developed as an outcome of a new or revised course of study should incorporate the following features:

A. **[X ] The General Purpose and Outcome of the Course**

These should be broadly stated and should include the purposes, philosophy, and expected learning outcomes of the course.

B. **[X ] The Learning Goals of the Course**

These are the particular behaviors the students should demonstrate when the purpose of each unit or section of the course is being achieved at the desired level of performance.

C. **[X ] Content/Concept**

The content should be organized in ways that will provide for applied learning of the concepts involved in the learning outcomes.

D. **[X ] Methodology**

The guide should include learning activities that ensure the students can achieve the outcomes of the course. Suggested teaching strategies should relate directly to helping students participate properly in learning and applying the important concepts contained in the content. It also should indicate the resources necessary for the learning activities to function as intended.

E. **[X ] Student Evaluation**

Procedures for student evaluation should be included in the guide. Procedures may include pencil and paper tests if such tests will confirm that students are achieving the desired learning.

F. **[X ] Resources**

A listing of the people, materials, equipment, etc. that will be available to help students/teachers accomplish the course objectives.

G. ~~**[ ] Physical Appearance of the Guide**~~

~~The cover of the guide shall be printed wherever possible. On it should appear the **( )** School District emblem **( )** some symbol or drawing representing the discipline **[end of option]**. A written preface should introduce the guide and clearly state the purpose and rationale for the program. A list of the committee members should also be included as well as the date of publication.~~

Each guide shall be consistent with the course of study of which it is a part.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | CONTROVERSIAL ISSUES IN THE CLASSROOM |
| Code | ag2240 |
| Status | |
| Adopted | October 8, 2018 |

2240 - **CONTROVERSIAL ISSUES IN THE CLASSROOM**

The following guidelines are designed to assist teachers in the instruction of controversial issues, defined in Policy 2240, in the classroom:

A. **(X )** When a controversial issue is not part of a course of study, its use in the classroom must be approved by the principal.

B. **(X-)** Before introducing a controversial issue, teachers should consider:

1. **(X )** the chronological and emotional maturity of the students;
2. **(X )** the appropriateness and timeliness of the issue as it relates to the course and the students;
3. **(X )** the extent to which they can successfully handle the issue from a personal standpoint;
4. **(X )** the amount of time needed and available to examine the issue fairly.

C. ~~**( )** When discussing a controversial issue, the teacher may express his/her own personal position, as long as s/he makes it clear that it is only his/her opinion. The teacher must not, however, bring about a single conclusion to which all students must subscribe.~~

D. **(X )** The teacher should encourage student views on issues as long as the expression of those views is not derogatory, malicious, or abusive toward other student views or toward a particular group.

E. **(X )** Teachers should help students use a critical thinking process such as the following to examine different sides of an issue:

For each stated position:

1. **(X )** What is the person (group) saying?
2. **(X )** What evidence is there that what is being said is true?
3. **(X )** What is said that would lead you to think the position is valid?
4. **(X )** What are the strengths and weaknesses of this position?
5. **(X )** What do you think would happen if this point of view was accepted and was put into practice?

For reaching conclusions:

1. **(X )** On balance, what do you think is the most reasoned statement? the most valid position?
2. **(X )** What is there in the statements that supports your conclusion? What other things, beside what is being said, leads you to your conclusion?

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | ALTERNATIVE LEARNING ACTIVITIES FOR OPT-OUT STUDENTS |
| Code | ag2240B |
| Status | |
| Adopted | October 8, 2018 |

2240B - **ALTERNATIVE LEARNING ACTIVITIES FOR OPT-OUT STUDENTS**

Situations may arise in which the parent has requested that their child not participate in a particular instructional activity. Board of Education policy authorizes that such requests are to be honored if the reason relates to a conflict between the subject matter and religious or philosophical beliefs held by the parents. Requests may not be honored, however, if the reason relates not to subject matter but to pedagogy or other concerns. In such cases, the parent should be referred to the Director of Curriculum. ~~**[curriculum director or Superintendent].**~~

When a student is to be excused from an activity, the teacher should:

A. **(X )** prepare an alternative activity in the general subject area which the student can work at on his/her own to reinforce and/or extend acquired learning of content and/or skill or develop new knowledge or skill;

B. **(X )** arrange for a work location for the student that is properly supervised and provides access to help, if and when needed;

C. **(X )** try to ensure that there are no repercussions for the student either academically or socially as a result of not participating in the regularly- scheduled activity;

D. **(X )** keep a record of the alternative activity for communication with the parents, if such information is requested.

**Student Options for Animal Dissection Coursework**

In accordance with Michigan State Board of Education policy, written requests regarding objections to animal dissection shall be honored. A student who objects to dissection activities shall be permitted to demonstrate competency through an alternative method. Teachers shall provide the student with an alternate project (i.e., completing modules on interactive computer software) that does not involve participating in or observing dissection and through which the student can learn and be assessed on the material required by the course. The alternate project shall be selected by the teacher and include a comparable amount of work to the dissection activity. As with other Opt-Out situations, there shall be no repercussions for the student, either academically or socially, as a result of not participating in the regularly scheduled animal dissection activities.

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| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | INNOVATIVE PROJECTS |
| Code | ag2250 |
| Status | |

2250 - **INNOVATIVE PROJECTS**

A school improvement team or any professional staff member, through a school improvement team, may submit a proposal for an innovative program.

When a proposal is presented, it should be forwarded to the Curriculum Office.

Each proposal should contain a clear, adequate statement on each of the following:

A. **[X ] Need** - including importance relative to District/school goals.

B. **[X ] Expected Result** - including a description of how students, staff, or the District will be different as a result of the project.

C. **[X ] Time Requirements** - including any suggestions on how requirements can be met.

D. **[X ] Personnel Requirements** - including types, qualifications, costs, and possible availability.

E. **[X ] Facilities/Equipment Requirements** - including type, costs, and possible availability.

F. **[X ] Strategies/Methodologies** - including evidence of effectiveness in other settings.

G. **[X ] Schedules** - including suggestions for ameliorating any disruptions to current programs and schedules.

H. **[X ] Evaluation** - including what criteria and standards will be used to judge the success or worthiness of the project.

I. **[X ] Follow-Up** - including what could or should happen if the project results do or do not meet expectations.

After all of the above has been completed and the written approval or denial forwarded to the Superintendent, s/he shall review the proposal with relevant parties. If appropriate, a presentation to the Board may be arranged.

If approval is forthcoming and the project is implemented, a written evaluation by the professional staff involved will be prepared at a stage mutually agreed upon.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY, INCLUDING PROCEDURES FOR THE IDENTIFICATION, EVALUATION, AND PLACEMENT OF STUDENTS SUSPECTED OF HAVING A DISABILITY, AND THE RIGHT TO FAPE |
| Code | ag2260.01A |
| Status | |
| Adopted | October 8, 2018 |

2260.01A - **SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY, INCLUDING PROCEDURES FOR THE IDENTIFICATION, EVALUATION, AND PLACEMENT OF STUDENTS SUSPECTED OF HAVING A DISABILITY, AND THE RIGHT TO FAPE**

The Superintendent establishes these administrative guidelines for the identification, evaluation, and educational programming and placement of students with disabilities who qualify under Section 504/ADA. These guidelines, along with AG 2260.01B, further fulfill the Board's directive to adopt a system of procedural safeguards that includes the right to have a due process hearing.

Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504") prohibit discrimination against qualified persons with a disability in any program or activity receiving Federal financial assistance. No discrimination against any qualified person with a disability will be knowingly permitted in any of the programs, activities, and/or practices in the District.

Building principals shall serve as Building Section 504/ADA Compliance Officers ("Building Compliance Officers").

**A person with a disability** is anyone who:

A. **has** a physical or mental impairment that substantially limits one (1) or more major life activities;

B. **has a record of** (i.e., has a history of, or has been misclassified as having) a physical or mental impairment that substantially limits one (1) or more major life activities; or

C. **is regarded as having** a physical or mental impairment that substantially limits one (1) or more major life activities (i.e., has a physical or mental impairment that does not substantially limit major life activities but is treated by the District as constituting such a limitation, or has a physical or mental impairment that substantially limits major life activities only as a result of the attitude of others toward such impairment, or has none of the physical or mental impairments recognized by Section 504 but is treated as having such an impairment).

**Major life activities** include, but are not limited to, functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.

**Physical or mental impairment** means:

A. any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one (1) or more of the following body systems:

1. neurological;
2. musculoskeletal;
3. special sense organs;
4. respiratory, including speech organs;
5. cardiovascular;
6. reproductive;
7. digestive;
8. genito-urinary;
9. hemic and lymphatic;
10. skin; and
11. endocrine; or

B. any mental or psychological disorder, such as intellectual disability organic brain syndrome, emotional or mental illness, and specific learning disabilities.

Physical or mental impairments that are episodic in nature or in remission may constitute a disability for the purposes of Section 504/ADA if the impairment would substantially limit a major life activity when active, such as asthma, allergies, or cancer.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aids and cochlear implants or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, assistive technology, reasonable accommodations or auxiliary aids or services, or learned behavioral or adaptive neurological modifications.

Individual with a disability does not include the following (i.e., Section 504 specifically **excludes**):

A. individuals who are currently engaging in the illegal use of drugs, when the District acts on the basis of such use

B. an individual on the basis of homosexuality or bisexuality

C. an individual on the basis of:

1. transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairment, or other sexual behavior disorders;
2. compulsive gambling, kleptomania, or pyromania; or
3. psychoactive substance use disorders resulting from current illegal use of drugs.

Individual with a disability includes an individual who:

A. has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs, or has otherwise been rehabilitated successfully and is no longer engaging in such use;

B. is participating in a supervised rehabilitation program and is no longer engaging in such use; or

C. is erroneously regarded as engaging in the illegal use of drugs, but is not engaging in such use.

Notwithstanding the preceding, for purposes of programs and activities, providing educational services, the District may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student who is an individual with a

disability and who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against students who are not individuals with disabilities.

The District will not discriminate against otherwise qualified students with disabilities (i.e., students who otherwise meet eligibility criteria – e.g., age – for participation in the educational program and/or activities) in the provision of its educational programs and activities. The District further will provide a free appropriate public education ("FAPE") to qualified students with disabilities (i.e., students who have a physical or mental impairment that substantially limits one (1) or more major life activities). Said education shall entail the provision of regular or special education and related aides and services that are designed to meet the individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met. This includes providing academic and non-academic services to students with disabilities in the same setting as their peers without disabilities to the maximum extent appropriate. In addition to its provision of educational services, the Board will not discriminate against otherwise qualified students with disabilities in its provision of non-educational academic and extra-curricular services and activities such as counseling services, physical recreational athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the District, referrals to agencies that provide assistance to persons with disabilities, and employment of students, and will provide students with disabilities an equal opportunity to participate in such services and activities. Qualified students with disabilities will be afforded accommodations/modifications/interventions to the District's non-academic and extra-curricular services and activities, unless such accommodations/modifications/interventions would impose an undue financial burden, or would alter the fundamental nature or purpose of the service or activity. A determination that a particular accommodation/modification/intervention would constitute an undue burden must be made by the Superintendent or his/her designee after considering all resources available for use in the funding and operation of the service or activity, and must be accompanied by written statement of the reasons for reaching that conclusion. In the event the Superintendent or his/her designee determines that an undue burden would result, the District will take any other action that would not result in such burden but would still allow, to the maximum extent possible, individuals with disabilities to receive the benefits of the District's non-academic and extra-curricular services and activities on an equal basis as individuals without disabilities.

If a parent disagrees with a determination made by the District's professional staff concerning the identification, evaluation, or placement of a student with a disability, the parent may request a hearing before an impartial hearing officer that is not employed by the District (see AG 2260.01B).

Alternatively, the parent may file an internal complaint (see Policy 2260.01). A parent does not need to first exhaust the internal complaint process in order to file a request for a due process hearing. In fact, a due process hearing may be requested at any time and the parent does not waive that right if s/he first opts to try to resolve his/her dispute through the internal complaint process.

**Procedures Applicable to Section 504 Referrals/Evaluations/Plans**

Annually, the District will undertake to identify and locate every qualified person with a disability residing in the District who is not receiving a public education, and notify the person and their parents or guardians of the District's duties and responsibilities under Section 504.

**Referral**

Referrals may be made by anyone (e.g., parents, teachers, or other knowledgeable professionals). Referrals shall be made on the Suspected Disability Referral Form (Form 2260.01A F4) and submitted to the Building Compliance Officer. Referrals may be made at any time. Parents may request a referral form by contacting the Building Compliance Officer or a District Compliance Officer.

Generally, a staff member should refer a student for an evaluation under Section 504 if s/he suspects that the student not only has a mental or physical impairment but also suspects an impairment which substantially limits one (1) or more major life activities. Examples:

A. A teacher knows only that a student has asthma, without any other information. Refer? No.

B. A teacher knows that a student has asthma and has an inhaler that is kept in the nurse's office that the student occasionally uses, without any other information. Refer? No.

C. A teacher knows that a student has asthma, uses an inhaler in school, is frequently absent for asthma-related illnesses, and is having trouble in gym. Refer? Yes.

**Assessment/Evaluation**

Upon receipt of a Suspected Disability Referral Form, the Building Compliance Officer will notify the appropriate 504 Case Manager who will collect all relevant information on the student (e.g., medical reports, grade cards/report cards, school history, disciplinary action, etc.) to assist in documenting whether the student has a physical and/or mental impairment that substantially limits one (1) or more major life activities.

The 504 Case Manager should contact school staff who perform assessments and have them review existing pertinent information and determine whether additional assessments are needed. If an evaluation is needed, written parental consent shall be obtained within thirty (30) calendar days of the referral for an evaluation and a copy of the Notice of Section 504/ADA Procedural Information and Rights (Form 2260.01A F3) sent to the parents.

The evaluation must be sufficient to accurately and completely assess the nature and extent of the disability, and the recommended services and/or accommodations. Evaluations that are more limited than a full special education evaluation may be adequate in some circumstances. The evaluation or review of assessment information should include consideration of any behaviors that interfere with the otherwise qualified student's regular participation in the educational program and/or activities.

If the District does not suspect that a student has a mental or physical impairment that substantially limits one (1) or more major life activities and therefore determines not to evaluate, it will notify the parents/guardian of that decision through the issuance of a prior written notice (Form 2260.01A F18) and provide them with a copy of the Notice of Section 504/ADA Procedural Information and Rights.

Before any action is taken with respect to Section 504 accommodations for a student with a disability, an evaluation shall be conducted or assessment information reviewed to determine if the student has a disability under Section 504. Parents will be afforded the opportunity to meaningfully participate and provide input in the evaluation process. The assessment information may include, but will not be limited to, medical reports that document a physical/mental impairment, aptitude and achievement test scores, teacher observations and recommendations, and other data, including information on social or cultural background and adaptive behavior. The information obtained from all such sources shall be documented and carefully considered. Additionally, if an evaluation is conducted, the Building Compliance Officer, in conjunction with the designated 504 Case Manager is responsible for verifying that:

A. tests and other evaluation materials have been validated for the specific purpose for which they are used and are administered by trained personnel in conformance with the instructions provided by their producer;

B. tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient; and

C. tests are selected and administered so that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

**Re-Evaluations**

Re-evaluations are not required at specific intervals; however, assessments will be updated so that eligibility and accommodation planning is based on information that accurately defines the student's disability and reflects the student's current strengths and needs. At least every three (3) years appropriate school staff should determine whether updated evaluations are needed. A re-evaluation will be completed prior to a significant change in placement. When a re-evaluation is needed, parents will be sent prior notice (Form 2260.01A F18) and a copy of the Notice of Section 504/ADA Procedural Information and Rights. Consistent with initial evaluations, parents will be afforded the opportunity to meaningfully participate and provide input in the re-evaluation process.

**Eligibility Determination**

Within a reasonable period of time (generally no more than sixty (60) calendar days), the Building Compliance Officer will convene an Intervention Assistance Team ("IAT") Conference. The student's parents will be sent a letter inviting them to attend and participate in the IAT conference (Form 2260.01A F9). The letter to the parents should be sent at least ___ **[recommend seven (7)]** calendar days prior to the Conference. Parents will also be sent a copy of the Notice of Section 504/ADA Procedural Information Rights. The IAT shall be composed of persons knowledgeable about the child, the meaning of the evaluation data, and the placement options, and should at a minimum include the Building Compliance Officer, the designated 504 Case Manager, and the parents. The IAT may also include general education teacher(s), student, guidance counselor, school psychologist, the District's Health Coordinator, school nurse, Director of Pupil Services/Special Education, and other persons with knowledge of the student or the suspected disability, and any other individual the parents may wish to bring to the Conference. The purpose of the Conference is to discuss the information gathered, determine whether the student has a disability that makes him/her eligible for specialized services and/or accommodations/modifications/interventions under Section 504 (i.e., review the impairment and determine whether it substantially limits one (1) or more major life activities), and, if so, determines whether the student requires specialized services and/or accommodations/modifications/interventions in order to receive a free appropriate public education ("FAPE") and to access the District's programs and activities on an equal basis to students without disabilities.

The Building Compliance Officer will serve as the Chairperson of the IAT Conference. The Chairperson has the following responsibilities:

A. at each IAT Conference, to verbally explain and offer a written copy of the Notice of Section 504/ADA Procedural Information and Rights (Form 2260.01A F3)

B. gather information

C. organize the presentation of the data

D. coordinate the deliberation of Section 504 eligibility (see Form 2260.01A F11):

    1. Does the student have a physical or mental impairment?

    2. Does that impairment "substantially limit one (1) or more major life activities"?

    3. Does the team have the data to justify a disability determination?

    4. Is the student a qualified individual with disabilities within the meaning of Section 504?

At the IAT Conference, the IAT will determine the needs, accommodations/modifications/interventions, services and placement for the student, which may include, but are not limited to:

A. adjusting testing procedures;

B. individualize classroom assignments, homework;

C. provide staff interventions;

D. utilize assistive technology;

E. provide a buddy to take notes;

F. provide an interpreter (for students or adults);

G. modify materials;

H. modify the student's day;

I. facilitate or modify parents/student/teacher/staff communication;

J. modify school procedures (e.g., provide additional time for passing between classes, adjust transportation, or approve early dismissal);

K. develop and implement appropriate medical plans (e.g., emergency, asthma, seizure, or allergy plans) for eligible students whose physical or mental impairment impacts a major life activity other than learning.

The accommodations/modifications/interventions will be individualized to meet the needs of the student.

In interpreting data and making placement decisions, the District will draw upon information from a variety of sources, including aptitude and achievement tests, teacher observations and recommendations, medical reports that document a physical/mental condition, social or cultural background, and adaptive behavior. The information obtained from all such sources shall be documented and carefully considered.

**Possible Outcomes of the IAT Meeting**

A. Student is eligible for a Section 504 Plan (Form 2260.01A F13). The IAT documents this determination on the Section 504 Summary Evaluation Report (Form 2260.01A F10). Section 504 Plan is developed by the IAT. Parents will be given a copy of the Notice of Section 504/ADA Procedural Information and Rights (Form 2260.01A F3).

B. Student is ineligible for a Section 504 Plan. The IAT documents this determination on the Section 504 Summary Evaluation Report (Form 2260.01A F10). Parents will be given a copy of the Notice of Section 504/ADA Procedural Information and Rights (Form 2260.01A F3).

1. The IAT determines if the student needs interventions pursuant to an MTSS ~~RtI~~ Plan. If MTSS ~~RtI~~ is determined to be appropriate, the IAT will develop strategies to provide necessary interventions. The interventions should be documented on MTSS~~RtI~~ paperwork. A copy of the MTSS~~RtI~~ plan should be filed in the student's cumulative record folder. A copy of the MTSS~~RtI~~ plan is NOT required to be sent to the District Compliance Officer.

2. Student will be served appropriately in the regular education program without written interventions.

C. The IAT determines that it needs to collect more information before making an eligibility determination.

The Summary Evaluation Report (Form 2260.01A F10) shall reflect the determination on the issue of whether the student has been identified as having a qualifying disability under Section 504. This document should be reviewed periodically.

**Section 504 Plan**

If a student is identified as having a disability pursuant to Section 504, and the IAT determines the student requires specialized services and/or accommodations/modifications/interventions in order to receive FAPE and to access the District's programs and activities on an equal basis to students without disabilities, the IAT will develop and complete the Section 504 Plan (Form 2260.01A F13). Aside from the description of the student's disability and the special education or related services and aides needed, the Plan will specify how the student will be provided FAPE. The Plan will specify the accommodations/modifications/interventions necessary so that the student's needs are met as adequately as the needs of students without disabilities. The purpose of the Section 504 Plan is to provide the student with equal access to school activities, to remove barriers to educational opportunity, and provide, to the degree possible, a level playing field. The Section 504 Plan should be signed by the members of the IAT, including the parents. A copy of the Plan will be sent to the District's Compliance Officer and the Building Compliance Officer **as soon as possible**. A copy of the Plan also will be placed in the student's cumulative folder and given to school personnel who work with the student. If the parents are present, the Building Compliance Officer will request written permission from the parents to implement the Section 504 Plan. For initial plans, parent consent is required prior to implementation by the District. If the parents do not attend the meeting to develop a Section 504 Plan, the District will make reasonable efforts to obtain parental input prior to finalizing the plan and (a) submitting the Plan to parents for consent or (b) implementing a subsequent Plan. After parents consent to the initial Section 504 Plan, the District may implement subsequent plans without written parental consent, but the parents must be provided with a copy of the Notice of Section 504/ADA Procedural Information and Rights (Form 2260.01A F3) that explains their right to challenge the District's actions. Regardless of whether it is an initial or subsequent plan a copy of the Plan must be sent to the student's parents.

With respect to Section 504 Plans, the designated 504 Case Manager is responsible for:

A. informing staff that the Section 504 Plan is a legal document;

B. writing and distributing the Section 504 Plan;

C. encouraging staff to request a 504 review if they are concerned about or unable to follow the Section 504 plan;

D. ensuring that reviews of Section 504 plans are held annually by October 15th, and that the results of the annual review are sent to the District Compliance Officer.

Upon completion of the Section 504 Plan, the Building Compliance Officer should follow the Additional Procedures Applicable to Students with Section 504 Plans (see below).

**Additional Procedures Applicable to Students with Section 504 Plans**

A. Prior to the beginning of each school year:

1. The Building Compliance Officer or his/her designee is responsible for identifying the students in his/her building who have had Section 504 Plans in the past and designating a 504 Case Manager.

2. The designated 504 Case Manager or his/her designee is responsible for obtaining a copy of the previous school year's Section 504 Plans and distributing them to all appropriate staff members.

B. Within the first two (2) months of the school year:

1. The Building Compliance Officer must notify the student's parents that the IAT needs to meet to review the Section 504 Plan and to determine whether it is still necessary/appropriate for the new school year.

2. The Building Compliance Officer must schedule an IAT meeting to formulate a Section 504 Plan for the student for the new school year. The Section 504 Plan Review form (Form 2260.01A F17) must be completed at the meeting. The IAT, including the parents, is charged with deciding whether to continue the existing Plan, discontinue the current Plan, or develop a new Plan.

3. If there is an "active" Section 504 Plan, a copy of the Plan needs to be forwarded to the District Compliance Officer by October 15th of each school year and a copy of the Plan placed in the student's cumulative record folder.

4. Updated copies of the student's Section 504 Plan will be distributed to all of the student's teachers after review by the 504 Case Manager.

C. During the school year:

The Section 504 Plan can be reviewed by the IAT at any time if concerns develop as to the appropriateness of the specialized services and/or accommodations/modifications/interventions being used with the student. This review can be initiated by staff or parents.

D. Procedural Safeguards:

Any time the written results of an IAT meeting are provided to a student's parents, they should also be offered a copy of the Notice of Section 504/ADA Procedural Information and Rights (Form 2260.01A F3).

**Parents' Options If They Disagree with the District's Identification, Evaluation and/or Placement of Their Child**

The parents may challenge the actions of the IAT regarding identification, evaluation or placement of their child by filing a request for an impartial due process hearing. Alternatively, the parents may file an internal complaint. If the parents elect the former, the Board must provide a due process hearing before an impartial hearing officer ("IHO") that is not employed by the District. See AG 2260.01B - Section 504/ADA Parents' Procedural Rights, including Due Process Hearing. A parent does not need to first exhaust the internal complaint process in order to file a request for a due process hearing. In fact, a due process hearing may be requested at any time and parents do not waive that right if they first opt to try to resolve their dispute through the internal complaint process. If a parent is not satisfied with the IHO's decision, s/he may appeal it to a Federal Court of competent jurisdiction.

The parents may also file a complaint with the Office for Civil Rights. The Office for Civil Rights, however, is not part of the District's internal complaint process or the system of procedural safeguards, and, absent extraordinary circumstances, will not review the results of individual placement and other educational decisions so long as the District complied with the "process" requirements of Section 504 (concerning identification and locations, evaluation, and due process procedures).

**Facilities**

With regard to accessibility of facilities, the District will meet its obligations through such means as redesign of equipment, reassignment of classes or other services to accessible buildings, assignment of aides to beneficiaries, alteration of existing facilities and/or construction of new facilities, or any other method that results in making its programs and activities accessible to persons with disabilities. In choosing among available methods for meeting its obligations, the District will serve persons with disabilities in the most integrated setting appropriate.

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| Status | |

2266 - **NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES**

This guideline provides additional information about the District's procedures in addressing allegations of sex discrimination, including Sexual Harassment. All information below supplements Board Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities. To the extent, there is a conflict between these guidelines and Policy 2266, the Policy controls.

**General Information**

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

A. A Board employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);

B. Unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature that is determined by a reasonable person to be so severe, pervasive, **and** objectively offensive that it effectively denies a person equal access to the District's education program or activity; or

C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)A(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Sexual Harassment may involve the behavior of a person of any gender against a person of the same or another gender.

The following conduct – if sufficiently severe, pervasive, **and** objectively offensive – may constitute Sexual Harassment (this list provides examples and is not meant to be exhaustive or exclusive):

A. unwelcome sexual propositions, invitations, solicitations, and flirtations;

B. unwanted physical and/or sexual contact;

C. threats or insinuations implying that a person's conditions of education or employment may be adversely affected by not submitting to sexual advances;

D. unwelcome sexual verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; unwelcome sexually degrading language, profanity, jokes, or innuendoes;

E. sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings or literature;

F. unwelcome and inappropriate touching, patting, or pinching;

G. asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities;

H. speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;

I. giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship; and

J. leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

Sexual assault, for purposes of Policy 2266, refers to any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent (e.g., due to the person's age, intellectual or other disability, or use of drugs or alcohol). Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape. All such acts of sexual assault are forms of Sexual Harassment and, in turn, sex discrimination prohibited by Title IX and Policy 2266.

Two critical components of assessing allegations of sexual assault involve the concepts of "consent" and a person being "incapacitated." Policy 2266 states that "consent" involves words or actions that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person, however, may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent.

Determining whether there was consent is a critical factor in evaluating whether a sexual assault occurred. As defined above, consent is a mutual, voluntary, and informed agreement to participate in specific sexual acts with another person that is not achieved through manipulation, force, or coercion of any kind, and requires having cognitive ability to agree to participate. Force involves the use, or the threatened use, of physical violence to achieve sexual access. Force further includes the use of a person's body in a physically imposing manner to elicit unwelcome or unwanted sexual contact. Coercion involves unreasonable pressure for sexual activity or contact.

Consent requires an outward demonstration, through mutually understandable words, conduct or action, indicating that an individual has freely chosen to engage in the specific sexual acts. A verbal "no" constitutes lack of consent, even if it sounds insincere or indecisive. Silence or an absence of resistance does not imply consent, and consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Even in the context of an ongoing relationship, consent must be sought and freely given for each specific sexual act. Consent may be withdrawn at any time. When consent is withdrawn, sexual activity must immediately stop.

Impairment or incapacitation due to alcohol and/or drug use, permanent/ temporary mental or physical disability, and being below the age of consent (age sixteen (16)) are factors that detract from or make consent impossible. Incapacity is defined as an inability to make rational, reasonable decisions or judgments. Incapacitation is a state where an individual cannot make an informed and rational decision to consent to engage in sexual contact because the individual lacks conscious knowledge of the nature of the act (e.g., to understand the "who, what, where, when, why or how" of the sexual interaction) and/or is physically or mentally helpless. An individual is also considered incapacitated, and therefore unable to give consent, when asleep, unconscious, or otherwise unaware that sexual contact is occurring.

Incapacitation is found when the Respondent knew or should have known that the Complainant was incapacitated when viewed from the position of a sober, reasonable person. One's own intoxication is not an excuse for failure to recognize another person's incapacitation.

Incapacitation may result from the use of alcohol and/or other drugs; however, consumption of alcohol of other drugs, inebriation, or intoxication alone are insufficient to establish incapacitation. Incapacitation is beyond mere drunkenness or intoxication. The impact of alcohol or drugs varies from person to person, and evaluating incapacitation requires an assessment of how consumption of alcohol and/or drugs impacts an individual's:

A. decision-making ability;

B. awareness of consequences;

C. ability to make informed judgments;l

D. capacity to appreciate the nature or circumstances of the act.

No single factor is determinative of incapacitation. Some common signs that someone may be incapacitated include slurred speech, confusion, shaky balance, stumbling or falling down, vomiting, and unconsciousness.

**Title IX Coordinator(s)**

The following individual(s) serve as the District Title IX Coordinator(s) and are responsible for overseeing and coordinating the District's efforts to comply with Title IX and its implementing regulations:

**Office of Human Resources**
(Name)
Hazel Park Schools

(School District Title)
(248) 658-5241
(Telephone Number)
1620 E Elza Avenue
Hazel Park MI 48030
(Office Address)
humanresources@hazelparkschools.org
(District-issued E-mail Address)

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(District-issued E-mail Address)~~

The Title IX Coordinator(s) reports directly to the Superintendent. Questions about Policy 2266 and/or this Administrative Guideline should be directed to the Title IX Coordinator(s).

**Notices**

The Title IX Coordinator's(s') name(s), title(s), and contact information – including office address(es), telephone number(s), and email address(es) - must be published:

A. on the District's website **(X )** and on each individual school's website;

B. in the student, parent, **(X )** and Employee/Administrator handbooks; **[DRAFTING NOTE: The preceding does not require the creation of a specific handbook; rather, if the District publishes a handbook, it must contain the specified information.]**

C. **(X )** in the District's Annual Report to the public;

D. ~~( ) in the School District's calendar;~~

E. ~~( ) _____.~~

Board Policy 2266 must also be published on the District's website and in each handbook or catalog that the District makes available to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the Board.

**Reports of Sexual Harassment**

All students and Board employees share responsibility for avoiding, discouraging, and reporting Sexual Harassment.

The Title IX Coordinator(s) shall be available during regular school/work hours to discuss Title IX questions, including questions related to Sexual Harassment, and assist students, parents/guardians, employees, other members of the School District community and Third Parties with any issues they may have related to Policy 2266. The Title IX Coordinator(s) shall accept reports of Sexual Harassment directly from any member of the School District community or any Third Party. Reports may be submitted in person, by mail, by telephone, or by electronic mail, using the Title IX Coordinator's(s') published contact information, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. Reports may be made at any time (including during non-work hours).

The District will be considered to have actual knowledge of Sexual Harassment or an allegation of Sexual Harassment if : (1) a Formal Complaint is filed by a Complainant (or a parent/guardian on behalf of a minor child); (2) a Board employee receives a report or otherwise has notice of an incident of Sexual Harassment or allegations of Sexual Harassment; or (3) a Board employee witnesses the misconduct. The District may also receive notice about Sexual Harassment in an indirect manner from a member of the local

community, social networking sites, the media, or if the information is shared by survivors during public awareness events or campaigns.

When a Board employee files a report of Sexual Harassment or allegations of Sexual Harassment with the Title IX Coordinator, the employee is required to report all known details about the alleged Sexual Harassment, including: (1) the name of the alleged Respondent; (2) the person who experienced the alleged Sexual Harassment (i.e., the Complainant); (3) other persons involved in the alleged Sexual Harassment; and (4) any other relevant facts, such as date, time, and location.

When possible, before a reporting student or parent/guardian discloses the above information, the Board employee should inform the student and/or parent/guardian of the employee's obligation to report the information to the Title IX Coordinator.

**[X ]** The employee will also inform the student and/or parent/guardian of his/her right to file a Formal Complaint with the school and a separate complaint with local law enforcement.

Upon receiving a report of Sexual Harassment or allegations of Sexual Harassment, the Title IX Coordinator will provide the appropriate notice to the Complainant, discuss supportive measures with the Complainant, and explain the Formal Complaint process. The Title IX Coordinator will also inform the Complainant that s/he is available to assist the Complainant in filing a Formal Complaint if that is what the Complainant wants to do. The Title IX Coordinator will further explain to the Complainant that Federal law includes protections against retaliation, and that the District will not only take steps to prevent retaliation but also take strong responsive action if it occurs.

**[X ]** When it comes to allegations of stalking, the Title IX Coordinator will inform the Complainant that it is important to take steps to preserve evidence in cases of stalking, to the extent such evidence exists. Such evidence is more likely to be in the form of letters, emails, text messages, etc. rather than evidence of physical contact and violence. This type of non-physical evidence will also be useful in all types of Sexual Harassment investigations.

**[DRAFTING NOTE: Select either Option 1 or Option 2.]**

**[ ] OPTION 1** If the report involves a student Respondent, the Title IX Coordinator will determine whether the circumstances warrant consideration of emergency removal of the student Respondent. **[END OF OPTION 1]**

**[X ] OPTION 2** If the report involves a student Respondent, while the Title IX Coordinator is communicating with the Complainant concerning supportive measures and whether to file a Formal Complaint, the Superintendent will determine whether the circumstances warrant consideration of emergency removal of the student Respondent. **[END OF OPTION 2]**

If the **( )** Title IX Coordinator **(X )** Superintendent decides that the situation calls for possible emergency removal of the student Respondent, the **( )** Title IX Coordinator **( )** Superintendent will

**( )** convene

**(X )** direct the Principal to convene

a team of educators and other appropriate staff members (e.g., school psychologist, guidance counselor, mental health counselor, etc.) to conduct an individualized safety and risk analysis. The team will be tasked with determining whether the student Respondent poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment that justifies removal.

If the team determines the student Respondent poses such a threat, it will recommend to the Principal that the District implement an emergency removal (i.e., removal of the student Respondent from the school premises). If the Principal agrees with the recommendation, the Principal will notify the student Respondent, remove the student Respondent from the school premises for the remainder of the school day, and begin the process of suspending or expelling the Respondent pursuant to M.C.L. 380.1311. The student Respondent will have an opportunity challenge the team's recommendation and the Principal's corresponding decision to remove the student Respondent immediately following the implementation of the removal. The challenge may be filed directly with the Superintendent – even before any recommendation for expulsion is processed by the Superintendent – or by following the due process procedures outlined in Policy 5610 – Emergency Removal, Suspension, and Expulsion of Students and Policy 5611 – Due Process Rights.

**Formal Complaint of Sexual Harassment**

The Complainant (or his/her parent/guardian if the Complainant is a minor) may file a Formal Complaint with the Title IX Coordinator. Alternatively, the Title IX Coordinator may sign a Formal Complaint. When deciding whether to sign a Formal Complaint, the Title IX Coordinator should consider a variety of factors, including but not limited to: (1) circumstances that suggest an increased risk of repeated Sexual Harassment, such as the alleged Respondent's previous history of threats; (2) whether the Sexual Harassment was perpetrated with a weapon; (3) the age of the student subjected to the Sexual Harassment; (4) and whether

the school can obtain relevant evidence through other means, such as from security cameras or witnesses.

**[X ]** The District will honor a student's or a parent's request to inform an alleged Respondent that the Title IX Coordinator made the decision to proceed with signing the Formal Complaint without the student's or parent's consent. **[END OF OPTION]**

The Title IX Coordinator must balance the student's or parent's request that a Formal Complaint not be initiated with the District's obligation to provide a safe and non-discriminatory environment for all students.

Even when the Title IX Coordinator signs the Formal Complaint, the Title IX Coordinator is not a Complainant; the Complainant remains the individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

Upon receipt of a Formal Complaint, the District will follow its Grievance Process, and undertake an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence. The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

**Grievance Process**

The District's grievance process are detailed in Policy 2266. The grievance process seeks a prompt and equitable resolution of the Formal Complaint.

It is critical that the Title IX Coordinator, and any investigator, decision-maker or person designated to facilitate an informal resolution, does not have a conflict of interest or bias for or against Complainants and Respondents generally or any individual Complainant(s) or Respondent(s).

The Title IX Coordinator shall appoint an investigator (unless the Title IX Coordinator intends to serve as the investigator) and a decision-maker to assist the District in resolving the Formal Complaint. Upon being assigned to conduct an investigation or to serve as a decision-maker, the investigator and the decision-maker shall confirm in writing that they do not have a conflict of interest or bias for or against Complainants and Respondents generally. The investigator and decision-maker shall also – after learning the name(s) of the Complainant(s) and Respondent(s) – confirm in writing that they do not have a conflict of interest or bias for or against the individual Complainant(s) and Respondent(s) involved in the specific Formal Complaint.

In appropriate circumstances, the Title IX Coordinator may appoint/assign a person to facilitate an informal resolution process. The facilitator must confirm in writing that s/he does not have a conflict of interest or bias for or against Complainants and Respondents generally, and does not have a conflict of interest or bias for or against the individual Complainant(s) and Respondent(s) involved in the specific Formal Complaint.

Within two (2) days of learning of the identity of the investigator, decision-maker, and/or facilitator of the informal resolution process, the Complainant and/or Respondent may submit a written objection to the Title IX Coordinator concerning the investigator, decision-maker and/or facilitator of the informal resolution process, based upon an actual or perceived conflict of interest or bias for or against complainants and/or respondents generally or either party to the Formal Complaint. The objecting party must explain the basis for the contention that the investigator, decision-maker and/or facilitator of the informal resolution process has a conflict of interest or is biased and submit any substantiating evidence. Within two (2) days of receiving the written objection, the Title IX Coordinator will decide whether to replace the investigator, decision-maker and/or facilitator of the informal resolution process, and notify the parties of the decision, including the reasons for it. **[DRAFTING NOTE: The timelines identified in the preceding paragraph are not mandated by the Title IX regulations, but rather are suggested as a means of conveying the need for these issues to be raised promptly so as not to unnecessarily delay the grievance process; the Board may select different timelines, but should certainly impose some timeframe to ensure such matters are brought to the Title IX Coordinator's attention in a timely manner.]**

If there is an ongoing criminal investigation involving the incident that is the subject of the Formal Complaint, the Title IX Coordinator will seek to implement the District's grievance process in a manner that does not unduly impact the criminal investigation. To the extent appropriate, the Title IX Coordinator and/or the District-assigned investigator will consider whether information can be shared among the criminal investigators and the District-assigned investigator so that the Complainant(s) is/are not unnecessarily required to give multiple statements about an alleged traumatic event. If the investigation includes forensic evidence, the District-assigned investigator may consult with

**(X )** a school resource officer, **[END OF OPTION]**

local law enforcement or a forensic expert to ensure that the District-assigned investigator is correctly interpreting the evidence.

While the District will not wait for the conclusion of a criminal investigation or criminal proceeding to begin its own Title IX investigation, it may delay temporarily the investigation portion of the grievance process while the police are gathering evidence. During this delay in the Title IX investigation, the Title IX Coordinator will implement supportive measures. The Title IX Coordinator will also continue to provide reasonable updates to the parties on the status of the investigation and inform the parties when the school resumes its Title IX investigation.

If the Title IX Coordinator delays the investigation portion of a Title IX investigation due to an ongoing criminal investigation, it will promptly resume and complete the investigation once the District learns that the applicable law enforcement has completed its evidence-gathering stage of the criminal investigation. The District will not unreasonably delay its investigation or the determination of responsibility until the ultimate outcome of the criminal investigation or the filing of any charges. The District may work with its

**(X )** school resource officer(s), **[END OF OPTION]**

local law enforcement, and local prosecutor's office to learn when the evidence-gathering stage of the criminal investigation is complete.

**Off Campus Sexual Harassment**

The District is required to investigate a Formal Complaint that involves conduct that occurred in the District's education program or activity, even if the conduct occurred off school property. The District's education program or activity includes locations, events, and circumstances in the United States over which the Board exercises substantial control over the Respondent and the context in which the Sexual Harassment occurs. The Title IX Coordinator shall determine whether any alleged off-campus Sexual Harassment occurred in an educational program context or school activity. If it did, the grievance process shall apply and be implemented in the same manner as with an on-campus complaint. Whether the alleged misconduct occurred in this context may not always be apparent from the initial complaint, so the Title IX Coordinator may need to gather additional information to make such a determination. Off-campus educational programs and activities include school-sponsored field trips, athletic team travel, and school club events.

Upon receipt of a report of Sexual Harassment made pursuant to Policy 2266, the Title IX Coordinator will conduct a preliminary assessment to determine:

A. Whether the alleged conduct, as reported, falls, or could fall, within the scope of Policy 2266; and

B. Whether the alleged conduct, as reported, constitutes, or could constitute, Sexual Harassment.

If the Title IX Coordinator determines that the alleged conduct could not fall within the scope of Policy 2266, and/or could not constitute Sexual Harassment, even if investigated, the Title Coordinator will close the matter and notify the reporting party if doing so is consistent with the Family Educational Rights and Privacy Act ("FERPA"). The Title IX Coordinator may refer the report to the Principal or another staff member, as appropriate.

If the Title IX Coordinator determines that the conduct reported could fall within the scope of Policy 2266, and/or could constitute Sexual Harassment, if investigated, the Title IX Coordinator shall contact the Complainant.

As part of the preliminary assessment, the Title IX Coordinator may take investigative steps to determine the identity of the Complainant, if such identity is not apparent from the report.

Upon receipt of a Formal Complaint, the Title IX Coordinator will confirm whether the alleged conduct falls within the scope of Policy 2266, including whether the conduct, as reported, constitutes or could constitute Sexual Harassment, and whether the incident(s) occurred within the context of the District's education program or activity. If the Title IX Coordinator determines the conduct did not occur in the context of an educational program or activity, or could not constitute Sexual Harassment, even if investigated, the Title IX Coordinator will dismiss the Formal Complaint but may refer the matter to the Principal to consider whether the alleged misconduct, while not a Title IX violation, may still involve the creation of an impermissible hostile or discriminatory environment that is prohibited under the Board's other nondiscrimination and anti-harassment policies.

**Supportive Measures**

Supportive measures involve non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent. Supportive measures must be offered to the Complainant after a report of Sexual Harassment is made and regardless of whether a Formal Complaint is filed, and to both the Complainant and the Respondent after a Formal Complaint is filed.

The District will implement supportive measures that 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. The District will 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.

Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school/campus escort services, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus (including school buildings and facilities), and other similar measures (e.g., instituting changes to extracurricular activities, transportation, and lunch in order to allow the Complainant and Respondent to avoid contact; informing the Complainant of other available resources, such as victim advocacy, academic support, disability services, health and mental health services, the right to report a crime to local law enforcement, the right to seek judicial no-contact, restraining and protective orders, and other forms of legal assistance).

The Title IX Coordinator will determine appropriate supportive measures on a case-by-case basis.

**Notice Provided Prior to a Meeting, Interview ( ) or Hearing**

In advance of any interview, meeting **(X )** or hearing, the Title IX Coordinator, investigator and/or decision-maker will transmit a written notice to the Complainant and Respondent that includes:

A. a physical copy of Policy 2266 or a hyperlink to Policy 2266;

B. sufficient details known at the time so that the parties may prepare for an initial interview with the investigator, including the identities of the parties involved in the incident (if known), the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident (if known);

C. a statement that the Respondent is presumed not responsible for the alleged Sexual Harassment and that a determination of responsibility will not be made until the conclusion of the adjudication and any appeal;

D. notifying the Complainant and Respondent of their right to be accompanied by an advisor of their choice;

E. notifying the Complainant and Respondent of their right to inspect and review evidence;

F. notifying the Complainant and Respondent of the District's prohibitions on retaliation and false statements; and

G. information about resources that are available at the District and in the community.

Should the Title IX Coordinator decide, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the Title IX Coordinator will provide a supplemental written notice describing the additional allegations to be investigated.

**Role of Advisors**

All parties are entitled to have an advisor of their choosing to assist them throughout the grievance process. The advisor may be a parent/guardian, relative, friend, attorney, or any other supporter that the party chooses to advise them who is eligible and available. A party may not select a person who is identified as or may be called as a witness to serve as an advisor, with the exception of a parent/guardian.

The parties are expected to notify the Title IX Coordinator, investigator and/or decision-maker of the identity of their advisors at least two (2) days before any meeting, interview **(X )** or hearing. A party may change advisors during the grievance process but needs to provide a minimum of two (2) days advanced notice to the Title IX Coordinator, investigator and/or decision-maker, as appropriate.

**[X ]** If a party is unable to identify and secure an advisor, upon request, the Title IX Coordinator will appoint an advisor, who may or may not be an attorney. Unless a party presents evidence of a conflict of interest or bias, the party may not decline the advisor assigned by the Title IX Coordinator. **[DRAFTING NOTE: This option should only be selected if the Board provides for a hearing that involves live cross-examination of parties and witnesses by an advisor; if the Board provides for such a hearing, it must offer an advisor to a party who is otherwise unable to secure one.]**

A party's advisor is permitted to accompany the party in all meetings and interviews at which the party is entitled to be present, including intake, investigative interviews, **(X )** hearings,**[END OF OPTION]** and appeals. Advisors should help their advisees to prepare for each meeting **(X )** or hearing **[END OF OPTION]**.

Advisors are expected to conduct themselves in a professional and ethical manner, with integrity and in good faith.

All advisors are subject to the same rules, regardless of whether they are an attorney or not. The Title IX Coordinator, the investigator and the decision-maker shall have discretion to determine whether advisors may be permitted to present on behalf of the Complainant or Respondent in a meeting, interview **(X )** or hearing **[END OF OPTION]**. Under no circumstances would a parent/guardian be prevented from doing so. Any limitations placed on the advisors shall apply to the advisors for all parties. If it is

determined the advisors are not permitted to present on behalf of the Complainant or Respondent, the advisor should request or wait for a break in the proceeding before interacting with District officials. Advisors may confer quietly with their advisees as necessary, as long as they do not disrupt the process. Advisors may request breaks, as needed, in order to confer with their advisees.

Prior to the first meeting, interview, **(X )** or hearing **[END OF OPTION]**, the Title IX Coordinator, the investigator or the decision-maker will meet or speak with the advisors to clarify their roles and answer any questions they may have.

Advisors are prohibited from interfering with the investigation or the grievance process. If an advisor acts in a disruptive manner or outside the role at a meeting, interview, **(X )** or hearing**[END OF OPTION]**, the District official in charge of the meeting, interview **(X )** or hearing **[END OF OPTION]** will warn the advisor. If the advisor continues to disrupt the proceeding or act in an unprofessional manner, the advisor will be asked to leave and will be dismissed from the meeting, interview **(X )** or hearing **[END OF OPTION**. **( )** Except with respect to a hearing **[END OF OPTION]**, the meeting or interview will typically continue after the advisor is excused. The Title IX Coordinator will subsequently decide whether the original advisor will be reinstated or will need to be replaced by a different advisor.

In order for the District to share documentation related to the allegations pertaining to a student with the student party's advisor, the Eligible Student or the student party's parent/guardian must provide written consent authorizing such sharing.

The parties are not restricted from discussing or sharing information related to the allegations with their advisor or others who may support or assist them in the process.

Consistent with the Title IX regulations, advisors are required to maintain the privacy of records shared with them by the District during the grievance process; pursuant to FERPA, the records may not be shared with third parties, disclosed publicly, or used for purposes unrelated to the grievance process.

If an advisor is unable to attend a meeting in person, the District official in charge of the meeting will attempt to arrange for the advisor to participate by telephone, video, and/or virtual meeting. **(X )** However, an advisor's inability to attend a meeting will ordinarily not excuse or prevent the meeting from occurring.

If a party is a Board employee who is entitled to a union representative, the Board employee may be accompanied by both a union representative as well as another advisor at any meeting, interview **(X )** or hearing **[END OF OPTION]**.

**Remedies**

If the decision-maker(s) determines the Respondent is responsible for violating Policy 2266, the District will take prompt and effective steps to end the sex discrimination/Sexual Harassment,

**(X )** eliminate the hostile environment, **[END OF OPTION]**

prevent its recurrence, and remedy its effects. The decision-makers(s') written determination should recommend to the Title IX Coordinator and the Superintendent appropriate remedies that may include, but are not limited to:

A. providing an escort for the Complainant to move safely between classes and activities;

B. ensuring the Complainant and Respondent do not share classes or extracurricular activities (e.g., re-arranging schedules at the Complainant's request);

C. moving the Respondent or Complainant to another school within the District;

D. providing medical, counseling, and academic support services to the Complainant and/or Respondent;

E. affording/arranging for the Complainant to have extra time to complete or re-take classes or exams without academic penalty (e.g., the Complainant is provided extensions on due dates for papers, assignments, quizzes, tests, etc.);

F. reviewing disciplinary proceedings/actions against the Complainant to see if there is a causal connection between the Sexual Harassment and the misconduct that may have resulted in the Complainant being disciplined;

G. initiating evaluations for special education or accommodations/modifications under the Individuals with Disabilities Education Improvement Act (IDEA) or Section 504 of the Rehabilitation Act of 1973;

H. imposing disciplinary sanctions/consequences, up to and including expulsion or permanent exclusion on a student Respondent and termination on an employee Respondent; and

I. ordering other global remedies such as:

1. training or re-training employees;
2. developing and distributing materials on Sexual Harassment;
3. conducting Sexual Harassment prevention programs; and/or
4. conducting climate checks/surveys.

**Training**

All Employees – given that the District is considered to have actual knowledge of Sexual Harassment or allegations of Sexual Harassment if any Board employee has notice of same, all Board employees shall receive training in:

A. the definition of Sexual Harassment (as that term is used in Policy 2266) **(X )**, and practical information about preventing and identifying sex discrimination and Sexual Harassment**[END OF OPTION]**;

B. **(X )** the behaviors and conduct that lead to and result in Sexual Harassment;

C. **(X )** the attitudes of bystanders allowing the misconduct to continue;

D. **(X )** the potential for re-victimization by Board employees and its effect on students;

E. **(X )** appropriate methods for responding to a student who may have experienced Sexual Harassment, including the use of nonjudgmental language;

F. **(X )** the impact of trauma on victims;

G. the person(s) to whom such misconduct must be reported, including the contact information for the Title IX Coordinator(s); and

H. what information should be included in a report, the consequences for failing to report, and what information must be provided to the student and/or parent. For example, Board employees will be trained to inform students about:

1. the employee's reporting responsibilities; and
2. their right to file a Title IX complaint with the school and to report a crime to local law enforcement. Board employees shall be trained to report to the Title IX Coordinator(s) both allegations of and actual incident(s) involving Sexual Harassment, without determining first whether the incident or allegations meet the applicable definition of Sexual Harassment or are substantiated.

**Title IX Coordinator(s)/Investigator(s)/Decision-Maker(s)/Facilitators of Informal Resolution Process**

The District's Title IX Coordinator(s), along with any investigator(s), decision-maker(s), or persons designated to facilitate an informal resolution process, shall receive training on the definition of Sexual Harassment (as that term is used in Policy 2266), the scope of the District's education program or activity, how to conduct an investigation and grievance process including **( )** hearings **[END OF OPTION]**, appeals and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interests, and bias.

The training shall include information on the following topics:

A. working with and interviewing persons subjected to Sexual Harassment;

B. particular types of conduct that constitute Sexual Harassment;

C. the proper standard of review for Formal Complaints (i.e., **(X )** preponderance of the evidence **( )** clear and convincing evidence);

D. consent, incapacity, coercion, force, and the role age, mental or physical disability, and/or drugs or alcohol can play in a person's ability to consent;

E. **(X )** the importance of accountability for Respondents determined responsible for engaging in Sexual Harassment;

F. the need for remedial actions for the Respondent, Complainant, and school community;

G. how to determine credibility;

H. how to evaluate evidence and weigh it in an impartial manner;

I. how to conduct investigations;

J. confidentiality;

K. **(X )** the effects of trauma, including neurobiological change; and

L. **(X )** cultural awareness training about how Sexual Harassment may impact students differently depending on their cultural backgrounds.

Decision-makers must also receive training on **(X )** any technology to be used at a live hearing and on **[Drafting Note: Add the preceding option if pursuant to Policy 2266, the Board permits live hearings.]** issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on how to prepare an investigative report that fairly summarizes relevant evidence.

Any materials used to Train IX Coordinators, investigators, decision-makers, and any persons who facilitate an informal resolution process, must not rely on sex stereotypes, and must promote impartial investigations and adjudications of Formal Complaints of Sexual Harassment.

**Students**

The District shall provide age-appropriate education about Sexual Harassment to students **(X )** and their parents. In the younger grades, the District will cover these topics in its anti-bullying and harassment training. In the older grades, students will receive training in specific topics, including:

A. Title IX and what constitutes Sexual Harassment under the school's policies;

B. the school's definition of consent applicable to sexual conduct, including examples;

C. how the school analyzes whether conduct was unwelcome under Title IX;

D. how the school analyzes whether unwelcome sexual conduct creates a hostile environment;

E. reporting options, including how to file a Formal Complaint and any timeframes set by the school for reporting;

F. the school's grievance process used to address reports of and Formal Complaints alleging Sexual Harassment;

G. disciplinary code provisions relating to Sexual Harassment and the consequences of violating those provisions;

H. **(X )** effects of trauma, including neurobiological changes;

I. **(X )** the role alcohol and drugs often play in Sexual Harassment incidents, including the deliberate use of alcohol and/or other drugs to perpetrate Sexual Harassment;

J. **(X )** strategies and skills for bystanders to intervene to prevent possible Sexual Harassment;

K. how to report Sexual Harassment to school officials and local law enforcement and the ability to pursue law enforcement proceedings simultaneously with a Title IX grievance; and

L. Title IX's protections against retaliation.

The training will also encourage students to report Sexual Harassment, even if they are unsure whether the incident meets the definition of Sexual Harassment contained in Policy 2266. The District will emphasize that its primary concern is student safety, and that use of alcohol or drugs never makes the alleged victim at fault for Sexual Harassment.

The District shall specifically inform students that all Board employees are responsible for reporting information involving Sexual Harassment to the Title IX Coordinator(s), including the need to report the names of the alleged Complainant and Respondent, as well as relevant facts including the date, time, and location. The issue of confidentiality will be discussed during the training.

**[X ]** Further, the District shall identify the individuals with whom students can speak confidentially and offer information about resources such as victim advocacy, academic support, counseling, disability services, and health and mental health services.

The District shall provide the above trainings on a regular basis and periodically review their efficacy.

**Retaliation**

Federal law strictly prohibits retaliation against a Complainant, Respondent, or witness. The Title IX Coordinator will inform the Complainant, Respondent and other individuals who participate in the grievance process of this prohibition and direct the Complainant to report any retaliation, whether by students, Board employees, or other members of the School District community or Third Parties that is directed toward the Complainant. Upon learning of alleged retaliation, the Title IX Coordinator and/or the Superintendent will take strong responsive action as appropriate.

**Contact Information for the Office of Civil Rights**

Individuals may submit questions or file complaints relating to Title IX with the U.S. Department of Education's Office for Civil Rights at any time. OCR's regional office in Cleveland has jurisdiction for all of Michigan:

U.S. Department of Education
Office for Civil Rights
Cleveland Office
1350 Euclid Avenue
Suite 325
Cleveland, Ohio 44115
(216) 522-4970
FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: http://www.ed.gov/ocr

**Retention of Investigatory Records and Materials**

The Title IX Coordinator is responsible for overseeing retention of all records that must be maintained pursuant to Policy 2266. All investigators, decision-makers (including decision-makers of appeals) and facilitators of informal resolution processes shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, determination of responsibility, or informal resolution process, which may include but are not limited to:

A. all written reports, allegations, Formal Complaints, statements, and responses pertaining to an alleged violation of Policy 2266;

B. any narratives that memorialize oral reports, allegations, Formal Complaints, statements, and responses pertaining to an alleged violation of Policy 2266;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation, determination of responsibility, and/or the District's response to an alleged violation of Policy 2266;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of Policy 2266 (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of Policy 2266;

I. dated written determinations of responsibility/investigative reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of Policy 2266;

J. documentation of any supportive measures offered and/or provided to Complainants and/or Respondents, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of Policy 2266 (e.g., Student Code of Conduct and/or Employee/Administrator Handbooks);

M. copies of any documentation that memorializes any informal resolution to a Formal Complaint of Sexual Harassment;

**[DRAFTING NOTE: The following options may be selected if the Board determines that they are not adequately encompassed in the preceding paragraphs.]**

N. **(X )** documentation of any training provided to Board employees related to Policy 2266, including but not limited to, notification of the prohibitions and expectations of staff set forth in the policy and the role and responsibility of all Board employees related to enforcement of Policy 2266, including their duty to report alleged violations of the policy and/or conducting an investigation and making a determination of responsibility related to any Formal Complaints of Sexual Harassment; **[REMINDER: Documentation of training must be maintained regardless of whether there is an investigation of a report of an alleged violation of Policy 2266. The Board should maintain a log of all Board employees who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**

O. **(X )** documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;

P. **(X )** copies of any notices sent to the Respondent that detail allegations of conduct that may constitute a violation of Policy 2266;

Q. **(X )** copies of the notices sent to the Complainant and Respondent in advance of any interview, hearing or meeting;

R. **(X )** copies of any documentation or evidence used during an investigatory meeting or hearing, including the investigative report, and any written responses submitted by the Complainant or the Respondent to it.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation or proceeding related to determination of responsibility shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than seven (7) calendar years, but longer if otherwise required by the District's records retention schedule.

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|---|---|
| Legal | 20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX) |
| | 20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA) |
| | 42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964 |
| | 42 U.S.C. 2000d et seq. |
| | 42 U.S.C. 2000e et seq. |
| | 42 U.S.C. 1983 |
| | 34 C.F.R. Part 106 |
| | OCR's Revised Sexual Harassment Guidance (2001) |
| | 20 U.S.C. 1092(F)(6)(A)(v) |
| | 34 U.S.C. 12291(a)(10) |
| | 34 U.S.C. 12291(a)(8) |
| | 34 U.S.C. 12291(a)(30) |

Last Modified by Debbie Scott on October 27, 2021

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | RELIGION IN THE CURRICULUM |
| Code | ag2270 |
| Status | |
| Adopted | October 8, 2018 |

2270 - **RELIGION IN THE CURRICULUM**

The Board of Education has adopted a policy favoring the understanding of religions by the students of this District and the contributions religions have made to the advancement of civilization. The Board has further acknowledged that it may not adopt any policy or rule respecting or promoting an establishment of religion or prohibiting any student from the free, individual, and voluntary exercise or expression of the student's religious beliefs. When developing or implementing any course of study in which religion is dealt with, the following guidelines should be followed:

A. **(X )** Course content can neither inhibit nor advance any religion.

B. **(X )** No devotional practices shall be permitted or requested of the students.

C. **(X )** The use of art, literature, and music descriptive of the religion is permitted.

D. **(X )** Students electing to participate may not be excused from selected portions of the course on the grounds that participation therein interferes with the free exercise of their religion. However, it should be noted that if, after careful, personal review of the program lessons and/or materials, a parent indicates to the school that either the content or activities conflicts with his/her religious beliefs or value system, the school will honor a written request for his/her child to be excused from **(X )** a particular class period **(X )** particular class periods for specified reasons. In such cases, the teacher will provide the student with alternate learning activities during the times of such parent requested absences.

E. **(X )** Complaints by students or the public regarding any such course of study will be handled in accordance with Board Policy 9130.

F. **(X )** District staff members may limit a student's exercise or expression of his/her religious beliefs to lunch periods or other non-instructional time periods when students are free to associate.

Course(s) of study including instruction on religions shall be subject to the same administrative reviews as other course material and may not be implemented without prior Board approval.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | POSTSECONDARY (DUAL) ENROLLMENT OPTIONS PROGRAMS |
| Code | ag2271 |
| Status | |

2271 - **POSTSECONDARY (DUAL) ENROLLMENT OPTIONS PROGRAMS**

The following guidelines have been established to ensure that these programs operate as effectively as possible and in accordance with Board policy and the School Code.

Each year, prior to March 1st, the high school principal shall provide information regarding the optional postsecondary (dual) enrollment program to the students currently enrolled in grades 8 through 11 and to their parents. This information should be mailed to the student's current address. A record should be kept of the mailing list and the date of the mailing in order to confirm compliance with State rules.

The postsecondary institutions to which this dual enrollment options program applies are any state university, community college, independent nonprofit degree-granting college or university located in Michigan or Federal tribally controlled colleges and universities certified to operate in Michigan and that chooses to comply with the Postsecondary Enrollment Options Act and out-of-state colleges satisfying the requirements of M.C.L. 388.513 that choose to comply with the Postsecondary Enrollment Options Act.

**Eligibility**

**[X ]** "Eligible student" means a student enrolled in at least one (1) high school class in the District for the year in which participation is sought or state approved nonpublic school in Michigan. Students must be an enrolled student in the District. Students become eligible by completing all of the required tests and receiving a score(s) that qualifies for entry into the postsecondary (dual) enrollment program.

Foreign-exchange students are not eligible.

An eligible student must have at least one (1) parent or legal guardian who is a resident of Michigan. Except as provided by law, an eligible student shall not have been enrolled in high school for more than four (4) school years, including the school year in which the student seeks to enroll in a postsecondary (dual) enrollment course.

A student must have completed the requirements for his/her eligibility and is limited to enrollment in a subject area in which s/he has met these requirements.

"Eligible course" means a course, including career and technical preparation courses, offered by an eligible postsecondary institution that is offered for postsecondary credit or is part of a noncredit occupational training program leading to an industry-recognized credential; that is not offered by the School District (in the case of career and technical preparation programs shall include intermediate school district or area vocational-technical education program) or state-approved nonpublic school in which the eligible student is enrolled, or that is offered by the School District (in the case of career and technical preparation programs shall include intermediate school district or area vocational-technical education program) or state-approved nonpublic school but is determined by its governing board to not be available to the eligible student because of a scheduling conflict beyond the eligible student's control; that is an academic course not ordinarily taken as an activity course; that is a course that the postsecondary institution normally applies toward satisfaction of degree requirements; that is not a hobby craft or recreational course; and that is in a subject area other than physical education, theology, divinity, or religious education.

Parents may request that their child be allowed to take any test the District uses to grant program entry at the time the test or retest is offered.

In addition, the student must meet the eligibility requirements of the postsecondary institution of choice and be accepted by that institution or other nonprofit educational institutions or Federal tribally controlled colleges and universities certified to operate in

Michigan or out-of-state colleges satisfying the requirements of M.C.L. 388.513 that choose to comply with the Postsecondary Enrollment Options Act.

For each individual eligible student, unless there is a written agreement between the eligible student's school district and the career and technical preparation program to waive these limits, a course described in this subdivision is not an eligible course if the eligible student's enrollment in, and the payment of eligible charges for the course would exceed the following limits:

A. Not more than ten (10) courses overall. This limit does not apply to a course if the eligible student does not receive tuition and fee support under this option for that course.

B. If the eligible student first enrolls in a course when the student is in grade 9, but not more than two (2) courses during each academic year in the student's first, second, or third academic year of postsecondary (dual) enrollment, and not more than four (4) courses during the student's fourth academic year of such enrollment.

C. If the eligible student first enrolls in a course when the student is in grade 10, not more than two (2) courses during the student's first academic year of postsecondary (dual) enrollment, not more than four (4) courses during the student's second year of such enrollment, and not more than four (4) courses during the student's third year of such enrollment.

D. (Subject to the 10 course limit above) If the eligible student first enrolls in a course when the student is in grade 11 or 12, not more than six (6) courses during either of those academic years of postsecondary (dual) enrollment.

"Eligible charges" means tuition and mandatory course fees, material fees, and registration fees required by an eligible institution for enrollment in an eligible course. Eligible charges also include any late fees charged by an eligible postsecondary institution due to the District's or the department of treasury's failure to make a required payment according to the provisions of law. For qualifying out-of-state colleges, eligible charges shall not exceed the lesser of the in-district rate charged by the qualifying out-of-state college and the in-district rate for the community college located in the district in which the eligible student resides.

Eligible charges do not include transportation or parking costs or activity fees.

**Credit Options**

**[X ]** Students will be able to elect to take courses for college credit only, for high school credit only, or for both high school and college credit. The student shall designate the type of credit desired at the time of enrollment and shall notify both the high school (in the case of career and technical preparation programs shall include intermediate school district or area vocational-technical education program) and the postsecondary institution of the designation.

An eligible student taking more than one (1) eligible course may make different credit designations for different courses.

**Grades**

If the student wishes to have the grade from each course entered on his/her transcript and made a part of his/her GPA either for possible scholarships or participation in collegiate athletics, s/he should so notify the principal at the time of enrollment.

**Enrollment**

A. **(X )** By March of each year, a student or his/her parent must complete and submit the Intent To Participate Form 2271 F1 filed with the high school administration which signifies the student's intent to participate in the program for the following school year.

B. **(X )** Prior to completing this form the student and his/her parents must participate in the special counseling sessions described below and confirm receipt of these counseling services by signing at the prescribed place on the intent form.

C. **(X )** Failure to meet this deadline shall exclude the student from the program for that school year unless a waiver is granted by the Superintendent. Participation may be withdrawn by the student or parent at any time upon written notification to the high school administration.

D. **(X )** Students must identify the appropriate postsecondary enrollment option prior to the start of the first class session of the fall quarter or semester at the college. Once the first class session of the fall term has been held, the student may not change the option selected during the period of that school year, regardless of the number of courses taken.

**Counseling Services**

**[X ]** The student and parents must participate in the following counseling services provided by the high school counselors:

A. **(X ) Program Eligibility and Credit Options**

1. An eligible course is any course offered by the postsecondary institution other than one considered to be a hobby craft; recreation or physical education; theology, divinity or religious education and that is not offered by the school, or is offered but determined by the school not available to the student.

2. The student may opt to receive high school credit, college credit, or both at the time of enrollment in each course.

3. High school credit may be counted toward graduation and subject area requirements.

4. The student may request to test out of a course, in accordance with Board policy and AG 5460A in order to be eligible for a particular postsecondary course.

B. **(X ) Potential Risks and Consequences**

Among the potential risks of participation the student must be willing to accept are:

1. increased student responsibility for learning because of less instructional guidance;

2. reduced opportunities to participate in high school co-curricular and extra-curricular activities;

3. potential loss of after-school employment opportunities;

4. possible effect on grade point average and class standing;

5. possible delay of graduation;

6. increased time for travel, study, etc.

C. **(X ) Potential benefits are:**

1. expanded curriculum offerings;

2. opportunities to study in more depth those areas of special interest or need;

3. opportunities to earn college credits while still in high school;

4. opportunities for financial support for taking college courses while still in high school;

5. opportunities to experience college level work and life prior to making final decisions about whether and/or where to attend college.

D. **(X ) College Acceptance and Scheduling**

Participation is contingent upon admission to the postsecondary institution. The District will assist the student in gaining admission by providing transcripts and other related documents but will accept no responsibility if the student is not accepted by the postsecondary institution. Students who are awaiting acceptance should register for high school classes as if they were not participating in the program.

Schedule changes will then be made prior to the start of each semester for those students who receive notice of admission which must be provided by the postsecondary institution, in writing to the student and the District within ___ (__) days of acceptance.

**[X ]** In the event that the student withdraws from the postsecondary institution class for high school credit within the postsecondary institution's drop and add period, the student will be re-enrolled in the high school classes which were previously dropped.

**[X ]** Reasonable efforts will be made in scheduling to accommodate the needs of students who will be leaving the high school campus in order to participate in this program. However, if a schedule conflict cannot be accommodated, the student may enroll in the postsecondary course. Revising the master schedule and/or unduly overloading classes are not required in order to accommodate schedule requests.

E. **(X ) Financial Arrangements**



The District will pay the charges submitted by the postsecondary institution or the prorated percentage of the State

foundation allowance paid on behalf of the particular student, whichever is the lessor. Charges in excess of the payment will be billed by the postsecondary institution to the student and his/her parents.

The postsecondary institution will not charge a late fee providing the student registers during the institution's drop/add period.

Should students fail to complete a course and a refund is available, the School District shall be reimbursed first. In the event reimbursement is not made in a reasonable period of time, a claim may be filed against the student and/or his/her parents in Small Claims Court for collection.

F. **(X ) Process for Granting Academic Credits**

When students have elected to receive high school credit for postsecondary institution courses, credit will be awarded for successful completion of courses in accordance with the following guidelines:

1. **(X )** The principal shall require the student to submit a course syllabus or detailed description of each postsecondary institution course taken so that a comparison can be made with existing high school courses.

2. **(X )** If the principal determines that the postsecondary institution course is comparable to one offered by the high school, the equivalent high school credit shall be granted.

3. **(X )** If the principal determines that the postsecondary institution course is not comparable to one offered by the high school, credit shall be granted in a subject area similar to that taken by the student at the postsecondary institution.

4. **(X )** In the event that the student or parents contest the credit, the Superintendent shall determine the appropriate credit. The Superintendent's decision shall be final and binding.

5. **(X )** Students who enroll in a postsecondary institution course for both high school and postsecondary institution credit will receive on their high school transcript the grade issued by the postsecondary institution. While the course will be clearly designated on transcripts as a postsecondary institution course taken for high school credit, the grade will not be computed in the grade point average, unless the student so requests.

6. ~~**( )** Students who are enrolled for ____ (__) credits (either exclusively through high school courses or through a combination of high school courses and postsecondary institution courses taken for high school credit) may still enroll in postsecondary institution courses for postsecondary institution credit. However, such supplemental enrollment will be at the student's expense.~~

G. **(X ) Criteria for Transportation Aid**

**[X ] [Option #1]**

All students participating in the postsecondary enrollment option program will be responsible for their transportation to and from their homes and the postsecondary institution or to and from the high school and the postsecondary institution.

**[ ] [Option #2]**

Students may be eligible for full or partial reimbursement for transportation between the postsecondary institution and the high school, however, if they meet either of the following two (2) criteria:

1. students must be taking the postsecondary institution course(s) only for high school credit

2. students must be eligible for either free or reduced price lunches under the provisions of the eligibility scale established by the United States Department of Agriculture, pursuant to 42 U.S.C. 1758

The amount to be reimbursed will be determined by dividing the annual transportation cost for the State for the preceding school year by 180 and then multiplying that number by the number of days in which the students were scheduled and attended classes at the postsecondary institution. Reimbursement will be made only upon application of the students and only at the end of **( ) each quarter. ( ) a semester.**

H. **(X ) Available Student Services**

Students enrolled in the postsecondary program will be entitled to all student services provided to any other of the District's high school students (counseling, health, etc.). However, these services will be provided only while the students are on the high school campus and only upon request. It is also the students' responsibility to keep themselves informed of academic

and other requirements for all students who attend the high school.

I. **(X ) Consequences of Failing or Not Completing a Course**

1. **(X )** If students withdraw from the postsecondary institution course within the postsecondary institution's drop and add period they will be rescheduled for the appropriate high school courses, and no record of the postsecondary institution course will appear on the transcript. However, if students withdraw from the postsecondary institution courses after the drop and add period, the course will appear on the transcript and will carry a grade of Withdrawn.

2. **(X )** Any course taken for high school credit at a postsecondary institution and completed (or recorded as Withdrawn) will be clearly identified on the transcript along with the name of the postsecondary institution where the work was undertaken.

J. **(X ) Effect on Completion of Graduation Requirements**

Students using postsecondary institution courses for credit toward high school graduation may do so. However, it is the responsibility of participating students and parents to be sure that the courses undertaken will meet the graduation requirements for the students. Upon acceptance by the postsecondary institution, students should schedule an appointment with a high school counselor to develop a written schedule showing courses to be taken at the high school and at the postsecondary institution as well as all graduation requirements remaining to be met. No high school graduation requirements shall be waived for any student as a result of participation in this program.

K. **(X ) Academic and Social Responsibilities of Students and Parents**

1. **(X )** When attending either regular classes or co-curricular/extra- curricular activities at the high school, students participating in this program will be expected to abide by all District policies and the Student Code of Conduct.

   No student is allowed to participate in intercollegiate athletics while participating in the postsecondary options program.

   Students and their parents assume all responsibility and liability related to attendance at a postsecondary institution and must agree to hold harmless the Board of Education, the administration, and the staff for any incidents arising out of participation in this program.

2. **(X )** Students must meet all requirements and standards established by the postsecondary institution and assume responsibility for attendance and behavior.

L. **(X ) Information and Encouragement to Use Postsecondary Institution Counseling Services**

The high school counselors, during the individual counseling sessions, shall make available any information provided by the postsecondary institution concerning its counseling services. In addition, counselors should encourage students and their parents to utilize counseling services available at the postsecondary institution to better ensure successful completion of the postsecondary institution courses.

M. ~~**( ) Encouragement of Students**~~

~~Counselors should encourage the participation of those students who have been identified as potentially successful in such postsecondary institution course work.~~

N. **(X ) Grade Point Computation and Reporting of Grades**

1. **(X )** For those postsecondary institution courses taken for high school credit, the student may choose that the grade for that course be listed at the end of the next regular grading period at the high school, following the receipt of an official transcript from the postsecondary institution. All grades to be entered on the high school transcript must be taken from an official transcript from the postsecondary institution. Should there be an urgent need for a letter grade, notification on official letterhead from the postsecondary institution instructor advising of the grade will be accepted to verify the grade.

2. **(X )** Eligibility for co-curricular and extra-curricular activities in accordance with Board Policy 2430 and Policy 2431 will be affected if courses are taken for high school credit. Students will be provided Form 2271 F3 and asked to have their instructor fill it out. This form should be submitted **( ) weekly (X ) bi-weekly** prior to the close of high school classes each Friday. Eligibility will also be checked at the end of each postsecondary institution quarter or semester.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | HOMEWORK |
| Code | ag2330 |
| Status | |
| Adopted | October 8, 2018 |

2330 - **HOMEWORK**

The following guidelines have been developed to assist principals in working with staff to establish appropriate homework assignments:

A. **[X ]** All homework assignments should have a specific purpose related to the learning objectives of a program or course.

B. **[X ]** Homework assignments should be appropriate to the grade level and the abilities of the students involved.

C. **[X ]** Assignments should involve application of knowledge, reinforcement of communication, research and other skills, and should provide experiences which strengthen attitudes and allow for creativity.

D. **[X ]** Punishment assignments should never be given.

E. **[X ]** The purpose of homework, in terms of the goals of a program, should be clear to the student when assigned, the work corrected when returned, and both the strengths and weaknesses of his/her work communicated in ways which provide for improved performance.

F. **[X ]** As part of the process of using homework as a learning tool, students should be involved in learning how to critique their own and each others' work based on clearly-defined criteria related to the particular program or course of study.

G. **[X ]** The time limits for the completion of homework should:

1. **(X )** be reasonable and consistent with the nature of the assignments given;
2. **(X )** provide for interim appraisal of progress where assignments involve blocks of time;
3. **(X )** include a reasonable time for make-up of missed homework assignments and/or improvements based on teacher comments.

H. **[X ]** Parents should be made aware of the District's homework guidelines as well as the way each of their child's teachers will be using homework as a learning activity.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | FIELD TRIP GUIDELINES |
| Code | ag2340A |
| Status | |
| Adopted | October 8, 2018 |

2340A - **FIELD TRIP GUIDELINES**

Field trips as defined in Board of Education policy must be related to a course of study and therefore are a required part of instruction. If the trip cannot be directly related to a course of study, it should be considered a co-curricular or extra-curricular activity. The following guidelines have been provided to help ensure the effectiveness of all field trips.

**General Procedures**

A. **(X )** All requests shall be submitted to the Principal on the Field Trip Request Form ~~2340 F1 in~~ fourteen (14) advance of the scheduled trip with the names of all staff members and chaperones who will accompany the students.

B. **(X )** Upon approval of a trip, the principal shall forward a copy of the pretrip proposal to the Curriculum Office.

C. **(X )** Parental Consent Forms must be returned to the administration before the trip. A blanket authorization may be obtained for trips that will consist of a series of trips during the school year. If the student will be unsupervised during certain portions of the trip, Form 2340 F2a must be signed and returned prior to the trip. No student will be allowed to participate if the parental consent form is not received prior to the trip.

D. **(X )** The list of participating students must be shared in email and posted in the faculty room, the main office, and each teacher's mail box ~~___ days~~ prior to the trip.

E. **(X )** A copy of AG 5771, Search and Seizure, is to be provided to the person in charge of the trip for his/her use if a search of a student's possession becomes necessary.

F. **(X )** If a trip leader has individualized reasonable suspicion that a student(s) has violated a law, s/he is to contact the principal immediately. If the principal is unavailable, the trip leader is to contact the appropriate security or law enforcement personnel.

**OPTION #1**

G. **(X )** A copy of each student's Emergency Medical Authorization Form is to be in the possession of the staff member in charge for all trips that are not completed prior to the end of the school day.

**[END OF OPTION #1]**

~~**OPTION #2**~~

G. ~~**( )** For trips that can be completed before the end of the school day, the following procedure is to be used. If it becomes necessary to take a student to a hospital for emergency treatment, contact the nearest hospital or local law enforcement agency. Call the school office and request the secretary to fax the student's Emergency Medical Authorization Form to the hospital right away. Be sure to provide the name and location of the hospital, and if possible, its telephone or fax number. The secretary is responsible for obtaining the hospital's fax number, if not provided, and for ensuring that the EMA Form reaches the hospital immediately.~~

~~The secretary should then contact the parents, if possible, and inform them of the situation.~~

~~**[END OPTION #2]**~~

**[END OF OPTIONS]**

H. **(X )** Field trips may be denied for any one of the following reasons:

1. **(X )** failure to comply satisfactorily with pretrip requirements
2. **(X )** excessive cost or limited financial resources
3. **(X )** the students involved have generally been involved in other field trips or school activities that have kept them out of class in the weeks preceding or following the scheduled trip
4. **(X )** excessive number of students taking trips on that particular day
5. **(X )** lack of availability of transportation
6. **(X )** inadequate arrangements for student safety and welfare

I. **(X )** Each principal is to develop and publish a list of times during the school year when field trips will not be approved.

J. **(X )** Problems with the field trip should be brought to the attention of the principal immediately upon return. The principal shall inform the parents of any major problems.

K. **(X )** For every field trip there must be a ratio of teachers and chaperones to students as determined by the principal.

L. **(X )** Prior to arrival at the destination, students are to be made aware of:

1. **(X )** how they are to conduct themselves;
2. **(X )** what time the bus will leave for the return trip;
3. **(X )** where the bus will be located for the departure;
4. **(X )** any specific information that the students should know with reference to the area being visited.

M. **(X )** At no time are students to be left ON THEIR OWN during the course of the field trip, unless approved by the parents.

N. **(X )** At least one (1) staff member is to remain at the school after the return trip until all students have been picked up.

In the event of any emergency during a field trip, the bus driver should contact appropriate persons from his/her emergency list and the teacher in charge should contact the principal.

Because field trips are considered an integral part of a course of study and represent a significant cost to the District, it is essential that each trip be carefully planned, conducted according to the plan, and then evaluated in terms of how well the learning purpose was accomplished.

Planning for Field Trips

A. **(X )** Will this proposed trip provide a valid learning experience and contribute directly to accomplishing an important learning objective within the course of study?

B. **(X )** What environmental conditions at the site might make it difficult to gather important information?

C. **(X )** What facilities or resources will be available for guiding the data gathering and answering questions?

D. **(X )** What health and safety risks are involved?

E. **(X )** Will it be worth the time and expense? i.e.

1. **(X )** Would another activity be just as effective?

2. **(X )** Can the trip be made within the time available?

3. **(X )** Will the experience provide a significantly new learning experience for a majority of the class?

4. **(X )** Can the purpose be realized without undue inconvenience to students, parents, teachers, and places visited?

5. **(X )** Will the selection of places to visit produce ill feeling in the community? (e.g., visit to chain store as against visit to corner store)

6. **(X )** Will the trip have parental and community support?

Preparation for Field Trips

A. **Teacher Preparation**

1. **(X )** Arrange through administration for consent to make trip prior to parental consent.

2. **(X )** Make arrangements with authorities at the place of destination.

3. **(X )** Plan transportation route, in detail, and arrange financing with Principal, if necessary.

B. **Student Preparation**

1. **(X )** Make clear to students the learning purposes of the trip and how it will contribute to their accomplishing particular learning objectives.

2. **(X )** Provide a transition from what they have been learning to what they will be learning through the trip.

3. **(X )** Work out with students the focus of their observations and questions for each category of information they are to gather on the trip.

4. **(X )** Help students organize any materials or references they may be using during the trip.

5. **(X )** Set up with students the standards of behavior and safety and emphasize that the Code of Conduct applies to the trip.

**Conduct of Field Trips**

A. **Gathering and Recording the Information**

1. **(X )** Provide the guide with a clear idea of the purpose of the trip (set of questions prepared by teacher and students).

2. **(X )** Make sure all students are in a position to observe and to hear the guide's explanations.

3. **(X )** Arrange for questions to be asked periodically and be sure all students hear the responses to the questions.

4. **(X )** Provide opportunities for all or selected students to properly record the observations and information for later use in the classroom.

B. **Classroom Follow Through**

1. **(X )** Guide students in the preparation of what they remember and what they recorded and then organize the information into useful categories.

2. **(X )** Have the students examine their data to correct any misinformation and to locate any gaps in the information that they will have to deal with through further research and data gathering.

3. **(X )** Ask students to analyze the data and form relevant conclusions based on their analysis.

4. **(X )** Provide a transition from these new learnings to what they will be learning next.

5. **(X )** Make sure students send appropriate thank you letters to the people in charge of the site they visited and to the bus drivers and other adults who helped make the trip possible.

**Evaluation of Field Trips**

The staff member responsible for the field trip is to complete the Field Trip Evaluation ~~(Form 2340 F7)~~ and submit a copy of the completed form to his/her principal within seven (7) days after the trip is completed.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | DISTRICT-SPONSORED TRIPS (Co-Curricular and Extra-Curricular) |
| Code | ag2340B |
| Status | |
| Adopted | October 8, 2018 |

2340B - **DISTRICT-SPONSORED TRIPS (Co-Curricular and Extra-Curricular)**

These trips include athletic trips and are considered part of the total educational program of the District but not part of a course of study. The following general procedures are to be followed for all such trips.

A. **(X )** All requests shall be submitted Principal to the on the Trip Request Form 2340 F4 in advance of the scheduled trip with the names of all staff members and/or chaperones who will accompany the students.

B. **(X )** The description of how any finances connected with the trip will be handled must be attached to the trip request form.

C. **(X )** Upon approval of a trip, the principal shall forward a copy of the pretrip proposal to the Curriculum Office.

D. **(X )** Parental Consent Forms must be returned to the administration no later than Four (4) days before the trip. No student will be allowed to go on the trip unless this form is returned to the administration with the parent's signature. A blanket authorization may be obtained for trips that will consist of a series of trips during the school year. If the student will be unsupervised during certain portions of the trip, Form 2340 F2a must be signed and returned prior to the trip. No student will be allowed to participate if the parental consent form is not received prior to the trip.

E. **(X )** For every trip there must be a ratio of teachers and chaperones to students as determined by the principal.

F. **(X )** The list of participating students should be provided to the principal's office prior to the trip.

**Option #1**

G. **(X )** A copy of each student's Emergency Medical Authorization Form is to be in the possession of the staff member in charge for all trips that are not completed prior to the end of the school day.

**Option #2**

G. **( )** For trips that can be completed before the end of the school day, the following procedure is to be used. If it becomes necessary to take a student to a hospital for emergency treatment, contact the nearest hospital or local law enforcement agency. Call the school office and request the secretary to fax the student's Emergency Medical Authorization Form to the hospital right away. Be sure to provide the name and location of the hospital, and if possible, its telephone or fax number. The secretary is responsible for obtaining the hospital's fax number, if not provided, and for ensuring that the EMA Form reaches the hospital immediately.

The secretary should then contact the parents, if possible, and inform them of the situation.

H. **(X )** If a trip leader has individualized reasonable suspicion that a student(s) has violated a law, s/he is to contact the principal immediately. If the principal is unavailable, the trip leader is to contact the appropriate security or law enforcement personnel.

I. **(X )** Permission may be denied for any one of the following reasons:

1. **(X )** failure to comply satisfactorily with pretrip requirements

2. **(X )** excessive cost or inadequate funds

3. **(X )** excessive number of students taking trips on that particular day

4. **(X )** lack of availability of transportation

5. **(X )** inadequate provision for student safety and welfare

J. ~~**( )** Co-curricular and extra-curricular trips will not be approved during _____.~~

K. **(X )** Any problems that arise during the trip should be brought to the attention of the Principal immediately upon return.

L. **(X )** At least one (1) staff member is to remain at the school after the return trip until all students have been picked up.

M. **(X )** In the event of any emergency during a trip, the bus driver should contact appropriate persons from his/her emergency list and the teacher in charge should contact the principal.

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| | |
|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | OVERNIGHT TRIPS (District-Sponsored) |
| Code | ag2340C |
| Status | |
| Adopted | October 8, 2018 |

2340C - **OVERNIGHT TRIPS (District-Sponsored)**

In compliance with Board of Education Policy 2340, Field and Other District-Sponsored Trips, the following guidelines are to be followed whenever a staff member seeks Board approval for a trip on which the students will be away from home for one (1) or more nights.

The Superintendent will not recommend approval by the Board unless a plan based on answers to the questions on the Proposal Form for Overnight/Extended Student Trip (Form 2340 F5) has been prepared and approved by the principal(s) of the school(s) which the students attend. In addition, if the trip involves the use of a travel company to arrange for transportation, rooms, or any other aspect of the trip, the staff member submitting the proposal must confirm that the company is:

A. licensed to operate in this State;

B. registered and bonded;

C. properly insured for the proposed trip and the policy covers the District, the staff members and chaperones involved in the trip, and all phases of the trip from the point at which the trip begins to the point at which it ends;

D. in compliance with Federal laws regarding accessibility for and rights of those with disabilities.

This information must be confirmed, in writing, and attached to the trip proposal. No trip involving a travel company will be approved without this confirmation and, therefore, will be considered a nonsponsored trip subject to AG 2340D.

It is essential that no discussion of a trip with students is to occur until the trip proposal has been submitted and a determination made as to whether it will be sponsored by the District.

All such requests are to be submitted to the Superintendent 14 days prior to the Board meeting at which approval will be sought. The professional staff member who will be in charge of the trip is responsible for preparing the proposal, reviewing it with the relevant principals, and obtaining written approval from each.

The proposal will be reviewed by the Superintendent and submitted to the Board with his/her recommendation for or against approval.

Once approved, the professional staff member in charge will be responsible for conducting the trip as planned (See AG 2340F - Chaperones). If changes in the plan are necessary, such changes are to be submitted to the principal(s) for approval and/or for subsequent approval by the Superintendent or Board.

Prior to the start of an approved overnight trip, the staff member in charge must comply with the procedures for any District-sponsored trip (AG 2340B). In addition, each participating student and his/her parent is to sign the Responsibility Contract (Form 2340 F6) and submit it to the trip leader(s) prior to the trip.

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| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | NONDISTRICT-SPONSORED TRIPS |
| Code | ag2340D |
| Status | |
| Adopted | October 8, 2018 |

2340D - **NONDISTRICT-SPONSORED TRIPS**

Any staff member who wishes to take one or more students of the District on any type of trip which would not normally be considered a field trip or school-related trip as defined in Policy 2340, must obtain permission from the Superintendent prior to initiating any discussion of the trip with the student or his/her parents.

Permission to solicit may or may not be granted, depending upon the purpose and nature of the trip and the willingness of the staff member to comply with the conditions set forth for such solicitation. As indicated in Policy 2340, permission to solicit does not imply sponsorship by the District. Such sponsorship shall be granted in accordance with AG 2340C.

Should a staff member take any student of the District on a trip that is not sponsored by the Board, s/he assumes all liability for the welfare of the student. Under no circumstances may the staff member use the name or good offices of the District in any manner which would associate it with the trip or any person or group involved in the trip. If a staff member does not wish to comply with the guidelines for District sponsorship of a trip or the District will not wish to sponsor the trip, the following conditions will apply:

A. In order to discuss on District premises any aspects of a nondistrict-sponsored trip, it is necessary for the staff member or any other person involved to follow the District's procedures for Use of Facilities (see AG 7510A) which require that an application be submitted for use of a facility during nonschool hours.

B. The District will not allow:

1. **(X )** use of any staff member's time while on duty and on District premises;
2. **( )** ~~use of any District facilities except in accordance with AG 7510A;~~
3. **(X )** use of any names which would associate the trip with the District or any of its school programs.

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| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | TRIP LEADER RESPONSIBILITIES |
| Code | ag2340E |
| Status | |
| Adopted | October 8, 2018 |

2340E - **TRIP LEADER RESPONSIBILITIES**

Each chaperone of a field or other District-sponsored trip is to be provided with a copy of the following guidelines for fulfilling his/her responsibility.

A. **(X )** Students are to be made aware that the regular bus rules will apply for the trip. Since some of the students may not be regular bus riders, the rules should be reviewed with the group prior to departure.

B. **(X )** The **( )** bus driver **(X )** trip leader or designated staff member is responsible for student behavior while on the bus.

C. **(X )** The driver is responsible for the bus and has ultimate authority over routes and operations. If s/he deems that conditions constitute a safety hazard, the driver has the authority not to proceed.

D. **(X )** If any discipline problems develop while on the trip, the problems are to be reported to the appropriate principal as soon as feasible.

E. **(X )** The trip leader should report to the Transportation Supervisor any cases of poor judgement or improper behavior on the part of the driver.

F. **(X )** The trip leader should:

1. **(X )** review with the bus driver the destination and route;

   If there is any question about the route, it should be resolved prior to departure so there is no confusion in communication during the trip. The driver has the final decision on the route.

2. **(X )** make sure the emergency medical forms are on the bus in the possession of a designated person;

3. **(X )** introduce chaperones to the driver prior to the trip and review the District's policies and guidelines on discipline (including corporal punishment) prior to the trip;

4. **(X )** assist the driver in enforcing the rules of the bus and the rules and directions for the trip;

5. **(X )** when necessary or requested by the driver, place himself/herself and any chaperones strategically in the middle and rear portions of the bus;

6. **(X )** conduct a head-count each time there is an unloading and reloading of passengers to ensure no one is left behind;

7. **(X )** when the bus returns to the District, make sure all students have proper rides home and have left the District before considering the trip to be completed.

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| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | CHAPERONES FOR TRIPS |
| Code | ag2340F |
| Status | |
| Adopted | October 8, 2018 |

2340F - **CHAPERONES FOR TRIPS**

All chaperones must be at least twenty-one (21) years of age and be affiliated with the District as a:

A. **(X )** parent,

B. **(X )** school volunteer,

C. **(X )** part-time or full-time employee,

D. **(X )** Board member.

E. **( )** _____

The list of chaperones must be submitted with the trip request. Any additions or replacements must be submitted to the principal for approval prior to the trip.

The trip leader is to provide each chaperone, prior to the trip, a copy of ~~Form 2340 F8 describing~~ the applicable policies and procedures with which the chaperone will comply. Each chaperone must sign the Volunteer Release Form ~~3120.09 F1 or Form 4120.09 F1~~ prior to the trip in which s/he agrees to abide by all applicable District policies and administrative guidelines (see Form 2340 F8). The form should be submitted to the principal's office.

Chaperones are not to invoke any kind of discipline on a student except in cases of imminent threat to that student's or other people's safety or well-being. A chaperone is to report any student behavior problems or inappropriate conduct of a chaperone or staff member to the trip leader(s) as soon as possible.

Each chaperone, as well as the trip leader(s), should model the behaviors expected of students throughout the times on the trip when s/he is associated with the students. When a chaperone is on free time away from the students, his/her behavior should be such that it would not create problems for or embarrassment to the trip leader(s) or the District.

The trip leader(s) is responsible for the conduct of the chaperones during the trip and should be knowledgeable of their whereabouts at all times and how they can be contacted in case of an emergency.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | VIRTUAL/INTERNET/INDEPENDENT STUDY OPTIONS |
| Code | ag2370A |
| Status | |
| Adopted | October 8, 2018 |

2370A - **VIRTUAL/INTERNET/INDEPENDENT STUDY OPTIONS**

Virtual/internet, and independent study may be arranged to better meet the needs of students. Their purposes are to:

A. **[X ]** broaden curriculum content when the regular school program limits student growth and learning;

B. **[X ]** provide students with an opportunity to make decisions (to select from a series of options) about their activities in school;

C. **[X ]** place students in a more active role in the learning process;

D. **[X ]** provide learning experiences tailored to individual interests, talents, and needs.

**Level I** - The selection and the study is largely **teacher directed**. Frequent review and discussion with the teacher is required. Subject matter is closely related to class instruction.

**Level II** - The selection and the study is more student directed. The students must confer with the teacher once each week.

**Level III** - The student is responsible for selecting the areas and directing his/her own learning. S/He reports to his/her teacher by appointment. Projects may range far afield from a regular course.

Projects may be interdisciplinary in nature. Opportunities to work or study in other areas (laboratories, shops, etc.) or off campus may be arranged through the Curriculum Office.

A student (group of students) who desires to participate should meet the following criteria:

A. **[X ]** expressed interest in undertaking the work

B. **[X ]** ability to identify goals or purposes

C. **[X ]** ability to manage time and resources

D. **[X ]** achievement in current course work

Students who fail to maintain self-discipline and accomplishment both in course work and the option program will be phased out.

A completed option program project may take many forms, such as a term paper, an essay, a script, a film, a T.V. tape, an oral tape recording, etc. The final report should include:

A. **[X ]** a log showing how time was utilized;

B. **[X ]** a bibliography of materials used - print and nonprint;

C. **[X ]** an evaluation of the project.

Students taking virtual/internet high school options outside the regular school day and "off campus" must have prior approval of the building administrator. Approved courses of this nature will be counted toward the student's graduation requirements. Students will be limited to two (2) courses per semester. More than two (2) courses per semester will not be counted toward graduation credit.

Virtual high school/internet/independent study credit will be awarded only to those students who are concurrently enrolled in and attending four (4) courses offered by the District in which credit is earned and regular attendance is required. Each virtual/internet/independent study student approved for such credit will be assigned a mentor teacher.

The contract-application for the selected option will be filed with the

**[X ]** student,

**[X ]** teacher,

~~**[ ]** librarian,~~

~~**[ ]** guidance counselor,~~

**[X ]** coordinator of subject area.

When a student has initiated and successfully completed the program, it is to be noted in the student's permanent record and transcript.

A completed copy of the project together with the application-contract will be kept on file in the principal's office.

**Role of Teacher**

As in all learning, the role of the teacher in any educational option program is crucial. Specifically the teacher must:

A. **[ ]** provide instruction in the skills necessary such as note taking, bibliography construction, listening, library usage, etc.;

B. **[X ]** assist students in defining the purpose and intended outcomes of their projects and in selecting methods which best ensure the purposes and outcomes are achieved;

C. **[X ]** meet with students involved on a regular basis to counsel, review progress, and to provide critique. Such critique should specify:

1. **(X )** what is being accomplished as intended;
2. **(X )** what isn't, and why;
3. **(X )** how the student should function differently in order to accomplish desired results.

Before being authorized to manage an option program, teachers must demonstrate working knowledge of the current literature concerning that type of activity.

Student work is to be evaluated on the basis of how well the goals of the program are being accomplished and how well each student is achieving the expected results of his/her individual project. Assessment shall provide evidence of:

A. **[X ]** increased application of knowledge;

B. **[X ]** acquisition and application of needed skills and techniques;

C. **[X ]** formation of attitudes needed for such learning.

Teacher-student conferences throughout an option project can serve an evaluative function. Each should be recorded indicating dates, time, and results. A final conference involving the student and teacher~~, and~~ is necessary for all level three projects.



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| Section | 2000 Program |
| Title | VIRTUAL/INTERNET STUDY OPTIONS |
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| Status | |

2370C - **VIRTUAL/INTERNET STUDY OPTIONS**

**Alternative Credit Options**

In addition to regular classroom-based instruction, students may earn credit through virtual/online courses.

High school students may earn a maximum of eight (8) units of credit to be applied toward graduation requirements by completing online courses. A maximum of two (2) units of credit may be earned during any one (1) school year.

Credit for an online or virtual course may be earned only in the following circumstances:

A. The course is not offered through the high school.

B. Although the course is offered at the high school, the student is unable to take it due to scheduling conflicts.

C. The course will serve as a supplement to summer school and extended homebound instruction.

D. The student has been expelled from the regular high school setting, but educational services are to be continued.

E. The principal, with the agreement of the student and his/her parent(s) determined that the student requires a differentiated or accelerated learning environment.

F. Students taking such courses must be enrolled in the District.

The express approval of the principal shall be obtained before a student enrolls in a virtual/online course for credit. Each virtual/online student approved for such study shall be assigned a mentor teacher responsible for supervision and monitoring. The school must receive an official record of the final grade before credit toward graduation will be granted. Completion of any virtual/online course offering must not exceed twelve (12) months from the beginning date of the course.

The tuition fee for an approved virtual course shall be borne by the District for students enrolled full-time. The District may pay the fee for expelled students who are permitted to take virtual courses in alternative settings. Individual students shall be responsible for costs associated with summer school courses and/or courses not pre-approved by the principal.

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| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | GUIDANCE AND COUNSELING |
| Code | ag2411 |
| Status | |
| Adopted | October 8, 2018 |

2411 - **GUIDANCE AND COUNSELING**

Both of these functions play a significant role in the operation of the District and in the lives of the students. These guidelines are designed to ensure proper balance between two (2) important and seemingly conflicting needs of a school. The first is the need for each student to feel there is someone who cares about him/her and to whom s/he can go to talk about a problem or concern. The second need is to protect the student and possibly the parents and also the staff member. That is, protect the student from the consequences of advice given by or action taken by a member of the staff or outside resource person who does not have the proper qualification to counsel in the given situation and the staff member from consequences arising out of noncompliance with Federal and State laws regarding parental/student rights and confidentiality.

**Purpose of the Services**

The purpose of the guidance service is to help students:

A. **(X )** select and participate in academic and other school activities that will best ensure achievement of defined educational and personal goals that are commensurate with their abilities;

B. **(X )** identify, analyze, and make contact with those agencies and institutions that can provide follow-on programs or services related to the student's goals and plans for the future.

The purpose of the counseling service is to help students:

A. **(X )** resolve problems and overcome obstacles that are preventing them from achieving their educational and personal goals;

B. **(X )** maintain productive relationships with other students, staff members, parents, and other adults, and/or organizations and institutions in their community.

Each counselor is to guide students in course selection and career planning in such a way that there is no discrimination or bias nor make any predictions of success or failure based on a student's race, color, national origin, gender, age, or disability. If any materials or resource people are used to recruit students to a particular career path or vocational choice, the counselors and teachers must be sure that such materials and/or presentations do not indicate or imply racial, gender, or disability stereotypes. Efforts should be made, when applicable to a program, to use resource people who represent the special populations contained within the body of students being recruited for or guided toward the program or career path.

**Staff Responsibility**

Since both of these services depend for their effectiveness on close interpersonal interaction with students, no staff member other than endorsed counselors, school psychologists, school social workers, or registered nurses are to conduct programs or activities, that are not curriculum related, in which confidentiality of information is involved or shared. Other members of the professional staff as well as those on the support staff should be as helpful and caring to the students as possible, and, when they become aware that a student needs either guidance or counseling help, take whatever steps are necessary to ensure the student has made productive contact with members of the guidance and counseling staff.

All members of a school's professional staff are encouraged to be "good listeners". That is:

A. **(X )** be sensitive to signs the student has something s/he needs to talk about;

B. **(X )** listen to and try to understand what the student is saying and let the student know s/he is being listened to;

C. **(X )** do not interrupt with judgmental statements, imposed statements about how the student feels, or advice;

D. **( )** do not repeat to others what the student has said without the student's permission unless required to do so to protect the health and/or safety of the student and/or others.

Very frequently, a caring listener is all the student needs.

**Confidentiality**

It is incumbent on all staff members to be knowledgeable about the laws regarding confidentiality of information, whether it be part of a student's record or of a communication with a student. AG 8330 describes in detail the requirements concerning information in student school records.

With regard to confidentiality of communications, parents have an expectation of privacy with regard to their family relationships, which may be superseded, however, in certain situations where the rights of a minor student would prevail such as one-on-one counseling situations with a licensed counselor. Upon receiving confidential information regarding a student or his/her family's personal relationship, a staff member who is not a licensed professional counselor or who has a limited counseling license should consult with the building principal regarding disclosure. This will be important not only in situations such as group counseling sessions, health classes, crisis intervention activities, and the like, but also in ad hoc situations when a student shares such information with the staff member. (see Policy 3213.) Information shared with a licensed counselor is to be considered privileged information and not to be shared with anyone unless the counselor believes the student's health and/or well-being is in jeopardy. In such cases, the counselor should contact the appropriate agency and consult with the principal prior to making any contact with the student's parents. Prior to establishing an individual counseling program with a student, the counselor should have the parent read and sign a ~~the~~ Informed Consent Form. ~~2411 F1.~~

In determining whether or not to disclose the information, the principal must consider:

A. the student's need to maintain confidentiality in order to obtain and benefit from assistance balanced against the parents' rights to the care, custody, and control of their child;

B. if there is a compelling need involving the immediate health, safety, or welfare of the student or others.

In balancing these concerns, the principal must also consider:

A. the nature of the relationship between the student and his/her parents;

B. potential benefits and risks of maintaining confidentiality versus disclosure;

C. the best interests of the student.

**Psychological/Counseling Materials**

Any materials that a member of the guidance and counseling staff wishes to use with students, on either an individual or group basis, which have not been approved previously by the District are to be reviewed in accordance with the procedure described in AG 2521A and a completed copy of Form 2521 F1 filed in the principal's office.

**Referrals to Outside Agencies**

The District shall maintain, at the Superintendent's office and at each principal's office, a list of outside resource people and organizations.

**[X ]** Rather than recommend a single resource, staff members are advised to review the alternatives with the student and his/her parents and let them decide.



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| Section | 2000 Program |
| Title | HOMEBOUND INSTRUCTION |
| Code | ag2412 |
| Status | |
| Adopted | October 8, 2018 |

2412 - **HOMEBOUND INSTRUCTION**

Whenever a principal is notified that an enrolled student will be homebound or hospitalized for a medical condition which will extend beyond five (5) school days, s/he should ensure that the following procedure takes place:

A. **(X )** Request written notification accompanied by certification by the attending physician or a licensed physician's assistant of the student's condition and any limitations that will affect the student's ability to benefit from instruction.

B. **(X )** If the student is enrolled in special education, contact the Director of Student Services regarding the student's IEP and the objectives to which homebound instructional efforts should be addressed. Since the teacher must be certified to teach toward the selected objectives, check with the ISD and the institution (if the student is hospitalized) to find out if either has qualified personnel available and at what charge. Arrange for a properly-certified teacher, at the lowest cost to the District, to provide the instruction for a minimum of two (2) nonconsecutive hours a week until the student is released to return to school.

C. **(X )** If the student is eligible under Section 504, examine the student's record to determine if there are any other factors, other than the current medical condition, which must be considered in providing homebound instruction. Then arrange, in the same manner described above, for a minimum of two (2) forty-five (45) minute periods of instruction per week until the student is released to return to school.

D. **(X )** If a nondisabled student, consult with appropriate staff concerning the student's current academic status and make arrangements through the District, the ISD, or the institution providing care, for the least expensive, properly-certified teacher to provide a minimum of two (2) forty-five (45) minute periods of instruction per week until the student is released to return to school.

E. **(X )** If a student is institutionalized in another State or in Canada, arrangements for instruction can be made with a teacher properly-certified in that state or dominion.

F. **(X )** Accurate time sheets listing the dates and duration of instructional services must be kept of all homebound instruction and submitted by the end of each pay period, if an employee of the District. The time sheet is to be signed by the parent or institution of care. Time sheets of nondistrict teachers are to be submitted as per agreement with the institution or person providing the instruction.

G. **(X )** All instructional materials and supplies will be furnished by the school in which the student is registered.

H. **(X )** The student's regularly-assigned teacher(s) is responsible for assigning the content of the instruction, reviewing the results of the homebound or hospitalized instruction, and assigning a grade. The homebound/hospital teacher is to work with the regularly-assigned teacher(s) to assure the student receives the instruction, provide basic assistance to the student, and identify any problems or accommodations that may need the regularly-assigned teacher(s) attention.

I. **(X )** Instructors are to receive the mileage reimbursement at the established rate

**(X )** both to and from school and residence of the student.

**( )** one way from school and residence of the student.

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Legal Reference: Pupil Accounting Manual 2019-2020, Michigan Department of Education

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| Section | 2000 Program |
| Title | HEALTH PROGRAM |
| Code | ag2413 |
| Status | |

2413 - **HEALTH PROGRAM**

These guidelines have been established to facilitate implementation of

**(X )** the Michigan Model for Comprehensive School Health Program.

**( )** the _____.

A Confirmation Checklist ~~(Form 2413 F2/Form 2414 F2)~~ has been developed which is based on the Michigan Department of Education's recommendations and is designed to ensure that the program is implemented properly and minimizes concern by parents or other interested parties.

Each principal should use the Checklist in working with the school staff at the beginning of each school year. Once the program has been started, a copy of the completed confirmation should be sent to the Superintendent's office by no later than January and the original should be maintained in the school office.

Any parent who wishes to exercise the option to have his/her child not participate in a particular class should be allowed to do so, but the principal or teacher should attempt to meet with the parent to discuss the nature of his/her concern and to reach a mutually satisfactory arrangement.

In the event of a complaint about the health program, the person or party should be made aware of the Board's complaint procedure described in Policy 9130. This policy is available at both the Superintendent's office and the office of each school. Any such complaint is most likely to concern the program itself or its implementation rather than the particular person teaching the program. Therefore, as the policy indicates, the complaint is to be handled by the school's principal and not by a teacher. Be sure the complainant receives a copy of the procedure either through the mail or by coming to the office. Complaints that originate at the central office are to be handled in the same manner.

The principal is to make sure the materials are available and that any complaint is focussed on a particular topic or type of activity rather than on general reactions.

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| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | PROCEDURES FOR INSPECTION OF MATERIALS USED IN CONJUNCTION WITH ANY SURVEY, ANALYSIS, OR EVALUATION |
| Code | ag2416 |
| Status | |
| Adopted | October 8, 2018 |

2416 - **PROCEDURES FOR INSPECTION OF MATERIALS USED IN CONJUNCTION WITH ANY SURVEY, ANALYSIS, OR EVALUATION**

The following procedures should be used when a parent makes a request to inspect materials used in conjunction with any survey, analysis, or evaluation that the District proposes to administer to his/her child.

Form ~~2416 F2~~ should be completed and submitted to the Curriculum Office. Upon receipt of Form ~~2416 F2~~, the Curriculum Office will contact the person making the request within seven (7)~~**(#) (insert reasonable number)**~~ days to schedule an appointment for the parent to come to the District to review and inspect the material that will be used in conjunction with this survey, analysis, or evaluation. If, upon inspection and review, at his/her discretion, the parent can refuse to have his/her child participate in the survey, analysis, or evaluation.

Furthermore, if, upon inspection and review, a parent would like to file a complaint about the materials used in conjunction with any such survey, analysis, or evaluation, the person shall follow the complaint procedures outlined in Policy 9130 and AG 9130A.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | SEX EDUCATION |
| Code | ag2418 |
| Status | |
| Adopted | October 8, 2018 |

2418 - **SEX EDUCATION**

These guidelines have been developed to assist staff in implementing the District's program for sex education and AIDS education. The term sex education will include instruction related to reproductive health and family planning, human sexuality, emotional, physical, psychological, hygienic, economic, and social aspects of family life, venereal diseases, noncasual-contact communicable diseases such as AIDS, and abstinence from sex as a responsible method for restriction and prevention of noncasual-contact communicable diseases and as a positive lifestyle for unmarried young people.

The District curriculum shall emphasize:

A. Instruction on human immunodeficiency virus infection and acquired immunodeficiency syndrome shall emphasize that abstinence from sex is a positive lifestyle for unmarried young people because abstinence is the only protection that is 100% effective against unplanned pregnancy, sexually transmitted disease, and sexually transmitted human immunodeficiency virus infection and acquired immunodeficiency syndrome;

B. Use of material and instruction in the sex education curriculum that discusses sex shall be age-appropriate, shall be medically accurate, and shall do at least all of the following:

1. Discuss the benefits of abstaining from sex until marriage and the benefits of ceasing sex if a student is sexually active.

2. Include a discussion of the possible emotional, economic, and legal consequences of sex.

3. Stress that unplanned pregnancy and sexually transmitted diseases are serious possibilities of sex that are not fully preventable except by abstinence.

4. Advise students of the laws pertaining to their responsibility as parents to children born in and out of wedlock.

5. Ensure that students are not taught in a way that condones the violation of the laws of this State pertaining to sexual activity, including, but not limited to gross indecency, sodomy, indecent exposure and first, second, third, and fourth degree criminal sexual conduct.

6. Teach students how to say "no" to sexual advances and that it is wrong to take advantage of, harass, or exploit another person sexually.

7. Teach refusal skills and encourage students to resist pressure to engage in risky behavior.

8. Teach that the student has the power to control personal behavior. Students shall be taught to base their actions on reasoning, self- discipline, a sense of responsibility, self-control, and ethical considerations such as respect for self and others.

9. Provide instruction on healthy dating relationships and on how to set limits and recognize a dangerous environment.



10. Provide information for students about how young parents can learn more about adoption services and about the provisions of the safe delivery of newborns.

11. Include information clearly informing students that having sex or sexual contact with an individual under the age of sixteen (16) is a crime punishable by imprisonment and that the conviction of this crime requires listing on the sex offender registry on the Internet for up to twenty-five (25) years.

C. **(X )** Include behavioral risk reduction strategies, as defined by law, that are not 100% effective against unplanned pregnancy, sexually transmitted disease, and sexually transmitted human immunodeficiency virus infection and acquired immunodeficiency syndrome.

**Sex Education Advisory Board**

The Board of Education shall not offer instruction in sex education, including family planning and human sexuality, prior to appointment and meeting of the Advisory Board.

The Board shall appoint and shall determine terms of service for the Sex Education Advisory Board, the number of members to serve on the advisory board, and a membership selection process that reasonably reflects the District population, and shall appoint two (2) co-chairs for the Advisory Board, at least one (1) of whom is a parent of a child attending a school in the District.

At least one-half (1/2) of the members of the Sex Education Advisory Board shall be parents who have a child attending a school operated by the District, and a majority of these parent members shall be individuals who are not employed by the District. The Advisory Board shall include students of the District, educators, local clergy, and community health professionals.

Written or electronic notice of a Sex Education Advisory Board meeting shall be sent to each member at least two (2) weeks before the date of the meeting.

**Role of the Sex Education Advisory Board**

The Advisory Board shall do all of the following:

A. Establish program goals and objectives for student knowledge and skills that are likely to reduce the rates of sex, pregnancy, and sexually transmitted diseases.

B. Review the materials and methods of instruction used and make recommendations to the Board of the School District for implementation. The Advisory Board shall take into consideration the school district's needs, demographics, and trends, including, but not limited to, teenage pregnancy rates, sexually transmitted disease rates, and incidents of student sexual violence and harassment.

C. At least once every two (2) years, evaluate, measure, and report the attainment of program goals and objectives established by Sex Education Advisory Board (SEAB). The Board of a School District shall make the resulting report available to parents in the School District.

Before adopting any revisions in the materials or methods used in instruction including, but not limited to, revisions to provide for the teaching of abstinence from sex as a method of preventing unplanned or out-of-wedlock pregnancy and sexually transmitted disease, public hearings must be held. At least two (2) public hearings on the proposed revisions must be held. The hearings shall be held at least one (1) week apart and public notice of the hearings shall be given in the manner required under the Open Meetings Act.

A person shall not dispense or otherwise distribute in a public school or on public school property a family planning drug or device. Additionally, any school official, member of the Board, or employee of the Board, who is not the parent or the legal guardian of the student involved is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion.

A Confirmation Checklist (See Form 2413 F2) has been prepared which is based on the Michigan Department of Education's sex education guidelines and is designed to ensure that the program is implemented properly and minimizes concern by parents or other interested parties.

Each principal should use the Checklist in working with the school staff at the beginning of each school year. Prior to the start of the program each year, the principal shall inform parents of their rights concerning the program. Also, whenever any additions or modifications are made to the program, the Board shall conduct two (2) public hearings before the program can be approved and implemented. Once the program has been started, a copy of the completed confirmation should be sent to the Superintendent's office by no later than January and the original should be maintained in the school office.



In the event of a complaint about the program, the person or party should be made aware of the Board's complaint procedure described in Policy 9130. This policy is available at both the Superintendent's Office and the office of each school. Any such complaint

is most likely to concern the program itself or its implementation rather than the particular person teaching the program. Therefore, as the policy indicates, the complaint is to be handled by the school's principal and not by a teacher. Be sure the complainant receives a copy of the procedure either through the mail or by coming to the office. Complaints that originate at the central office are to be handled in the same manner.

Although the law allows a student to be excused from classes but not the course, no student is to be excused from a lesson or activity in either program unless and until the parent has come to the school, reviewed the program lessons and materials, had the opportunity to observe the instruction, if so desired, and filed a complaint in accordance with Policy 9130. The principal is to make sure the materials are available and that any complaint is focused on a particular topic or type of activity rather than on general reactions.

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|---|---|
| Book | Administrative Guideline Manual |
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| Title | DISTRICT-SPONSORED CLUBS AND ACTIVITIES |
| Code | ag2430 |
| Status | |
| Adopted | October 8, 2018 |

2430 - **DISTRICT-SPONSORED CLUBS AND ACTIVITIES**

Since the policy of the Board of Education is to maintain a co-curricular activities program sufficiently varied to meet the wide range of vocational, recreational, social, and cultural needs and interests of the students, all students should be urged to join at least one club or activity.

A. **Existing Clubs or Activities**

At the start of the school year, all students should be provided with information on existing clubs, and all co-curricular and extra-curricular activities and encouraged to participate.

B. **New Activities**

All new activities shall be approved in the following manner:

1. **(X )** Requests for new activities should be submitted to the Principal and contain the following:
    a. **(X )** purpose and rationale
    b. **(X )** intended outcomes for students
    c. **(X )** participation
    d. **(X )** plan of operation
    e. **(X )** costs
    f. **(X )** persons in charge
2. **(X )** The Principal will review each request and either reject or submit each to the Superintendent for ~~Board~~ approval.
3. ~~**( )** Upon approval, an activity will be listed as a part of the co-curricular or extra-curricular program, and its fiscal account established by the _____.~~

C. **Fiscal Compliance**

Both co-curricular and extra-curricular activities need to comply with financial and bookkeeping controls established by the Assistant Superintendent of Business and Operations.

Each activity advisor is to provide the building principal with a periodic update on the fiscal status of the activity.

D. **Operating Guidelines**

The principal shall prepare and publish operating procedures for all co- curricular/extra-curricular activities which ensure that:

1. **(X )** students participate in ways that do not interfere with their academic programs;
2. **(X )** the safety and welfare of the students is adequately safeguarded;
3. **(X )** all activities have proper faculty planning, direction, and supervision;
4. **(X )** faculty members work cooperatively so that some activities do not interfere with the operations of others;
5. **(X )** faculty members and students are encouraged to attend activities involving student performances;
6. **(X )** each activity is assessed continuously relative to its stated purpose and goals;
7. **(X )** building facilities and equipment are being used safely and as intended, and being maintained in proper condition.

**Eligibility Requirements**

All students who participate in interscholastic athletics shall meet the eligibility requirements described in the Athletic Handbook.

Eligibility requirements for participation in other activities shall be specified in the student handbooks.

No student who has been absent for a school day may participate in an extra-curricular activity scheduled for the afternoon or evening of that school day without the approval of the principal.

**Schedule Conflicts**

Many students have multiple talents and interests they wish to develop or pursue through participation in District-sponsored activities and groups. Since the District's policy is to encourage such participation, the following guidelines have been established for dealing with potential schedule conflicts a student could experience when participating in more than one activity.

A. **(X )** At the beginning of each semester or season, each staff member in charge of a credit course, co-curricular, or extra-curricular activity is to prepare a schedule for any practices, performances, or other after-school obligations involved in participation.

   **[X ]** This information is to be sent to the school office and the Principal ~~guidance department~~ when completed.

B. **(X )** By the first day of an activity, students are to be made aware of the schedule of any practices and performances as well as other obligations. Each staff-member-in-charge is to determine which, if any, students will have conflicts with other activities in which they wish to participate.

C. **(X )** If such conflicts exist, the staff-members-in-charge of the activities in conflict are to meet for the purpose of resolving the conflict. The emphasis should be on modifying the requirements so the student can participate in both activities.

D. **(X )** If it is not possible to resolve the conflict without seriously undermining the integrity of the activity program, the following procedure is to be followed:

   1. **(X )** If one of the activities provides the student with credit and the other one doesn't, the student and his/her parents are to be made aware of the possible consequences of not enrolling in each activity and of not meeting the obligations for participation.
   2. **(X )** If both activities are credit activities, the student is to be advised to contact the **(X ) principal ( ) his/her counselor** to work out a solution that does not penalize the student.
   3. **(X )** If one of the activities is an after-school, off-shoot of a credit activity but is not, itself, a credit activity, e.g., jazz band from concert band, the requirements for the credit activity may not be imposed as a condition for participating in the noncredit, after- school activity.

E. **(X )** When the activity or program begins, the students are to be informed of the following:

1. **(X )** If a student encounters a previously-unforeseen conflict during the semester or season, s/he should inform both staff-members-in- charge as soon as possible in order to increase the likelihood that an accommodation can be worked out.

2. **(X )** If, during the year, an ad-hoc situation develops which creates a conflict in schedule for a student, s/he should discuss the conflict with the advisor who, in turn, will work with the staff-members-in-charge to try to reach an accommodation that is most advantageous to the student and least disadvantageous for the activities involved.

3. ~~**( )** If a student is experiencing difficulty in deciding between activities, s/he should make contact with the _____ to discuss the alternatives rather than discuss it with the staff- members in charge.~~

4. ~~**( )** Under no circumstances is the student to be intimidated while making a decision by threats of penalties or future consequences~~.

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| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | STUDENT PARTICIPATION IN SUMMER CAMPS/PROGRAMS |
| Code | ag2430A |
| Status | |
| Adopted | October 8, 2018 |

2430A - **STUDENT PARTICIPATION IN SUMMER CAMPS/PROGRAMS**

If a summer camp/program is related to a curricular or extra-curricular offering of the District, all relevant policies and guidelines of the District will be applicable, including the following.

Policy 3121 - Criminal History Record Check

All people who may have care, control, or custody of the students have been cleared through the State police.

Policy 3213 - Student Supervision and Welfare

Proper supervision of students at all times in accordance with this policy should be an essential aspect of each staff member's responsibilities.

AG 2340B or AG 2340C - Nonfield Trips and Overnight Trips

If participating students will be involved in day trips or overnight trips while attending the summer camp or program, the conditions established in these guidelines should be adhered to, especially written parental consent.

Policy 5517/AG 5517 - Student Harassment

The summer camp or program should ensure that it has the harassment-protection procedures in place and they have been communicated to all staff and participants.

Policy 5530/AG 5530 - Drug Prevention

There should be a strict policy communicated to students prohibiting possession, use, and distribution of any controlled substance or drug paraphernalia.

Finances

All funds associated with the summer camp/program are to be managed by the Business Office in accordance with District guidelines.

NONDISTRICT-RELATED CAMPS/PROGRAMS

If a summer camp/program is not District-related, the following guidelines will apply.

Permission

Any staff member who manages or is a participant in the camp/program must confer with the Principal prior to talking with any student on District property about participation in the activity. The conditions described in AG 2340D - Nondistrict- Sponsored Trips will apply.

Under no circumstances is a student to be told that his/her chances to participate in a District program will be influenced by if or how well s/he participates in the summer camp/program.

Disclaimer of Responsibility

Prior to allowing a staff member to talk with District students about participation, the District will require that the student's parents receive a copy of Form ~~2430A F1~~ -Disclaimer of Responsibility.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | PLAYING TIME FOR ATHLETES |
| Code | ag2431B |
| Status | |

2431B - **PLAYING TIME FOR ATHLETES**

The athletic policy of the Board of Education states that interscholastic athletics should provide for the development of life-long attitudes and values toward doing one's best, strong team work, fair play, and good sportsmanship.

The District's purpose and, therefore, each coach's purpose for students participating in athletics is to stress the importance of physical fitness throughout life, to help students develop the attitudes and values indicated above, and to practice a mind-set and behaviors related to respect for opponents, coaches, officials, teammates, and spectators. Although winning is a desirable goal and something to strive for, it should not overshadow the educational purposes of athletics and the positive impact athletic activity can have on developing ethical, productive, and well-rounded citizens.

Since learning comes from doing, it is essential that coaches place participation by the maximum number of students as the top priority for their athletic teams. To that end, the following guidelines will apply:

A. **(X )** Middle School Level or Below

Equal practice and playing time for all participants, regardless of the potential impact on the outcome of the game. Playing time implies the opportunity for students to participate in all positions or skill areas of the sport.

B. **( )** Ninth Grade

Equal practice time for all participants and each will play for at least a few minutes in every game, regardless of the potential impact on the outcome of the game. Playing time will be limited to those who attend practice sessions regularly and obey the rules of conduct.

C. **(X )** Junior Varsity

Equal practice time and the expectation of earned playing time determined for each game. Some playing time for all participants during the season for those who have earned it, regardless of the potential impact on the outcome of the game.

** Earned playing time is determined each week by the coach(es) based on the student's efforts to develop skill, maintain proper condition, demonstrate positive attitudes toward the game, practice, teamwork, fair play, and winning, and abide by the rules of conduct.*

D. **(X )** Varsity

Equal practice time and only the expectation of earned playing time determined for each game. Except in a season in which a championship or tournament berth is likely, some playing time should be arranged for as many participants as possible, consistent with the criteria listed above for earned playing time.

Each coach will be responsible for administering High School Athletic Association, League, District, and team rules in a fair, consistent, and equitable manner keeping in mind the above-stated purposes of athletics.

**X[ ]** The District will arrange for students, staff, and parents to participate in training activities related to good sportsmanship, ethics, and fair play in all athletic activities.



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| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | NONDISTRICT-SPONSORED TRIPS |
| Code | ag2340D |
| Status | |
| Adopted | October 8, 2018 |

2340D - **NONDISTRICT-SPONSORED TRIPS**

Any staff member who wishes to take one or more students of the District on any type of trip which would not normally be considered a field trip or school-related trip as defined in Policy 2340, must obtain permission from the Superintendent prior to initiating any discussion of the trip with the student or his/her parents.

Permission to solicit may or may not be granted, depending upon the purpose and nature of the trip and the willingness of the staff member to comply with the conditions set forth for such solicitation. As indicated in Policy 2340, permission to solicit does not imply sponsorship by the District. Such sponsorship shall be granted in accordance with AG 2340C.

Should a staff member take any student of the District on a trip that is not sponsored by the Board, s/he assumes all liability for the welfare of the student. Under no circumstances may the staff member use the name or good offices of the District in any manner which would associate it with the trip or any person or group involved in the trip. If a staff member does not wish to comply with the guidelines for District sponsorship of a trip or the District will not wish to sponsor the trip, the following conditions will apply:

A. In order to discuss on District premises any aspects of a nondistrict-sponsored trip, it is necessary for the staff member or any other person involved to follow the District's procedures for Use of Facilities (see AG 7510A) which require that an application be submitted for use of a facility during nonschool hours.

B. The District will not allow:

1. **(X )** use of any staff member's time while on duty and on District premises;
2. **( ~~)~~ ~~use of any District facilities except in accordance with AG 7510A;~~**
3. **(X )** use of any names which would associate the trip with the District or any of its school programs.

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| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | ALTERNATIVE PLACEMENT |
| Code | ag2451 |
| Status | |

2451 - **ALTERNATIVE PLACEMENT**

The purpose of the ~~[~~**Alternative School**~~]~~ is to provide a different program and learning environment for at-risk students who are not succeeding in the regular school setting.

Procedure for Alternative Program Placement

A. **[X ]** Whenever the principal or MTSS Team **(intervention team)** has identified a potential student for the Alternative School, a determination should be made whether or not the student is eligible under IDEA or Section 504 (see AG 2260).

B. **[X ]** For any student not eligible under IDEA or 504, an educational plan should be developed based on the student's needs and the resources that would be needed or are available at the **Alternative School**.

C. **[X ]** Once a plan has been agreed upon by the Principal and appropriate staff members, a meeting should be arranged with the parents to discuss the at-risk situation and educational plan and seek their concurrence.

D. **[X ]** If all relevant parties concur with the move to the Alternative School, the principal should follow the standard procedure for a student transfer from his/her school to another school. (See AG 5130).

***Characteristics of the Educational Plan***

When the educational plan has been completed, it should provide sufficient answers to the following questions:

A. What learning objectives need to be met that cannot be met effectively in the current school environment?

B. For each identified objective, what will the student be able to do or express that would confirm s/he has demonstrated the learning at a minimally-acceptable level of quality (MALQ)? ....at the desired level of quality (DLQ)?

C. What is the schedule of activities in which the student needs to participate in order to accomplish each of the learning objectives?

D. What instructional resources (people, materials, technology, etc.) will be needed in order for the student to accomplish each of the learning objectives?

E. What special accommodations will be necessary in order for the learning activities to be effective?

F. What will be the means for assessing the extent to which the student has accomplished each of the learning objectives?

G. What contingencies have been planned in the event the student does not achieve the learning objectives at an acceptable level of quality?

H. What extra costs will be involved in providing this alternative educational program?

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| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | PROGRAMS FOR ACADEMICALLY GIFTED/TALENTED STUDENTS |
| Code | ag2464A |
| Status | |

2464A - **PROGRAMS FOR ACADEMICALLY GIFTED/TALENTED STUDENTS**

In order for the District to provide an appropriate program for academically gifted or talented students, it is important to be clear about the type of student being referred. The following explanations can provide a basis for an effective program for these students.

The terms "gifted" and/or "talented"* are appropriately used to refer to:

"Persons exhibiting an extraordinarily sophisticated level of a certain understanding and/or skill which manifested itself without having been "learned," in the usual sense, or which was learned, but learned significantly earlier or faster than that of others of the same age or experience."

* While some make a distinction between "giftedness" and "talent" by linking talent only to skills or by saying that "talent" is potential skill and "giftedness" is demonstrated skill, the distinction does not seem to be particularly useful. Regardless of the label that is used, what is being referred to is **behavior** which implies extraordinarily sophisticated understanding and/or skill.

A. **Giftedness is Given, Not Learned**

Based on the above definition, the literal meaning of "giftedness" (or "talented") is directly linked to the meaning of its root, "gift." The gifted student through his/her behavior, indicates that s/he, without any expenditure of effort on his/her part, has been given, outright, a sophisticated level of certain kinds of understanding and/or skill more quickly than others like himself/herself.

B. **Giftedness is Particular, Not General**

The term "giftedness" (or "talent"), according to the definition above, refers to a level of certain understanding and/or skill, not to a level of general understanding and/or skill. This suggests that a student may be gifted in one (1) or more areas of understanding or skill but is not likely to be gifted in all.

C. **Giftedness is Relative, Not Absolute**

In the absence of established, generally-accepted standards which specify for all people, all times, and all situations how sophisticated the level of understanding or skill has to be or how early or fast it has to have developed to be considered an indicator of giftedness, one must assume that giftedness is a level of understanding and/or skill which a particular group of people has decided to accept as being "significantly sophisticated" relative to that of similar others in situations specified by the group. This means that a student who would be considered "gifted" by some people, at some time, or in some situation might not be considered so by others, at a different time, or in a different situation.

Categorizing "Academically" Gifted and/or Talented Students

As indicated earlier, giftedness is particular, not general, in the sense that it is a level of understanding and/or skill in one or more particular areas. The following is one way of categorizing areas of understanding and/or skill and provides a way of distinguishing "academic" from the others.

A. **Academic/Scholastic**



Extraordinary understanding in one (1) or more of the scholarly disciplines, e.g. science, mathematics, art, history, linguistics,

etc. and/or extraordinary skill in performing investigative or study tasks.

NOTE: ACADEMIC/SCHOLASTIC is not synonymous with INTELLECTUAL. Since "intellectual" suggests use of the intellect, or mind, and since all understanding and skill involves the use of the mind, it makes sense to assume that intellectual ability is an essential element in every area of understanding and/or skill.

B. **Artistic/Expressive**

Extraordinary understanding and/or skill in communicating information, ideas, and/or emotions, e.g. writing, dance, sculpture, etc.

C. **Physical/Athletic**

Extraordinary understanding and/or skill in bodily coordination and movement, e.g. tennis, football, acrobatics, etc.

D. **Haptic/Mechanical**

Extraordinary understanding and/or skill in manipulating objects, e.g. crafts, drafting, carpentry, machine repair, typing, etc.

E. **Social/Interactive**

Extraordinary understanding and/or skill in interacting with people, e.g. negotiating, coordinating, teaching, persuading, etc.

F. **Psychic/Extrasensory**

Extraordinary understanding and/or skill in intuitive or extrasensory perception, e.g. thought communication, visualizing objects and events, etc.

To be "educationally useful", a definition of academically gifted/talented students should describe such students in terms of their particular educational setting and should imply their educational needs.

"Compared with students of the same age or experience who are involved in the same educational program, 'academically gifted/talented' students are those who exhibit a significantly higher level achievement of the program goals and objectives in one or more subject areas and achieve them much more quickly and easily than most of their age or classmates. As a result, such students have extra time for additional educational opportunities."

An effective program should provide appropriate answers to the following questions:

A. What are the educational needs of academically gifted/talented students that should be met through the school program?

B. What other needs of academically gifted/talented students should be met through the school program?

C. What needs of other students should be considered in providing an educational program for academically gifted/talented students?

**What are the educational needs of academically gifted/talented students that should be met through the school program?**

A. **Productive Use of Time**

Since the academically gifted/talented students in a given school setting are those who perform school tasks and achieve the regular program objectives more quickly and easily than their classmates, they obviously have time left over.

An appropriate program for academically gifted/talented students should make it possible for those students to make use of all their time in school in ways that produce for them demonstrated educational benefits.

B. **Ample Opportunity to Achieve the Goals and Objectives of the Regular School Program**

As indicated earlier, giftedness is particular, not general. While some students may have achieved all of the goals and objectives of a particular program for their level, those same students may need any time they have left over in that program to work on accomplishing objectives in other programs in which they may not be achieving at a significantly high level. They should not be allowed to become deficient in other important areas of learning just so they can pursue an area in which they

are already proficient. As a general rule, therefore, if a student meets the standards for giftedness in one (1) area of the school program but is deficient in one (1) or more other areas, the first (1st) priority for any extra time that student has should be on reducing or eliminating any deficiencies.

As was also indicated earlier, giftedness is relative, not absolute. Often, students are identified as gifted or talented solely on the basis of their performance on standardized tests rather than on their performance of school tasks or on their achievement of the goals and objectives of a school program. Such students may or may not have extra time in their particular situation. Conversely, students who do not score well on standardized tests for any number of reasons may well be achieving the goals and objectives of their particular school program significantly better and faster than their classmates. These students may well have extra time in their particular situation. The key consideration, then, in providing a program for the academically gifted/talented student is to be certain - before considering any use of extra time - that the student, in his/her particular situation, is given every opportunity to achieve the goals and objectives of his/her regular school program.

C. **Opportunity to Extend and Refine Understanding and Skill in Identified Area(s) of Giftedness**

Assuming the gifted/talented student does have some extra time in his/her particular situation, one productive focus could be nurturing and further developing current areas of special interest or ability. The reason is that there is convincing evidence that understandings and skills which emerge early but which are ignored, often do not develop further. The "gift" is a head start, evidently, but it does not necessarily guarantee or predict future extraordinary ability unless it is built upon. If their "gifts" are not to be wasted, therefore, students need to focus on expanding and refining their special understanding and skill, the earlier and more consistently, the better.

D. **Opportunity to Explore and Develop Understanding and Skill in NEW Areas of Special Interest or Ability**

Another productive focus for extra time would be on new areas of special interest or ability. If an academically gifted/talented student has special interest or ability in one (1) area, s/he may also find s/he can quite easily extend that interest or ability to a different, but related area. Students gifted in mathematics, for example, often find music an area of special interest or ability as well; those deeply involved in literature often discover an equal passion for the history, art, or religion of the same period. An effective program for academically gifted/talented students, therefore, should provide opportunities for such students to explore new areas and develop new understanding and skills.

One caution in this regard, however. Many programs attempt to provide the students new or novel experiences but the designers have not given consideration to developing or extending the particular special abilities and interests of the students who will be involved. Someone decides that all such students should try to solve the energy crisis, should visit "such and such" place, should write and perform in a play, etc., etc., etc. Such programs can be just as much a waste of the students' time - perhaps more - than no program at all. The reason is that the program has made no attempt to meet the particular educational needs of the particular student for whom it is purportedly intended.

E. **Opportunity to Learn How to Make Effective, Responsible Use of Knowledge and/or Skills**

It is this focus that is, perhaps, most important yet most often neglected in programs for academically gifted/talented students. If such students do not develop skills for using their high degree of knowledge and/or skill effectively (so that they achieve desired goals) and responsibly (so that they benefit themselves and others), their gifts and talents can prove to be a detriment to themselves and society rather than an advantage. There is sufficient evidence to suggest that bright people who do not learn how to make good use of their special ability can end up being very unhappy, unproductive, even dangerous people. It would, therefore, make sense for any program for such students to include the effective, responsible use of knowledge and skill as an important focus.

**What other needs of academically gifted/talented students should be met through the school program?**

A. **To Accept Self Realistically**

Bright students, like others, need to know their strengths and weaknesses and learn to be comfortable with who and what they are. Too often, the bright student is seen (or sees himself/herself) as "different" and learns to be ashamed of his/her "difference." Less academically oriented or able students and even teachers see the more academically able as a threat and mistake their eagerness to respond, their sometimes devastating questions as showing off or being smart-alecky. Such students can become the object of ridicule or can even be penalized for their sometimes "unconventional" ideas and comments. In response, some bright students either learn to hide their ability and "play dumb" while others tend to become aggressive, hostile, or aloof.

The other side of the coin is that sometimes academically gifted students are so catered to that they develop an inflated ego, an "elitist" attitude, thinking that because they are bright and learn easily, they are somehow entitled to privileges which others do not deserve. A situation which permits this sort of attitude to develop is as destructive to bright students as one

which forces them to be ashamed of their abilities. For one thing, it leads them to believe that they do not need to exert effort to earn privileges. It means they get them on the basis of something they can do with little effort. It also suggests that they need do nothing to develop what they have, that they will always be "better" than others - something which is not necessarily so - and that in another situation, they would compare as well - also not necessarily so.

Any educational program of the District, but especially the one for academically gifted students, should help students understand and accept their special abilities - realistically and with a view toward developing those abilities and making responsible use of them.

B. **To Develop Satisfying, Productive Relationships with Others Like and Different from Self**

Like all students, the academically gifted need to learn how to interact and learn with students of both similar and different backgrounds, interests, and abilities. The opportunity to be with students of similar interests and ability makes it possible for the gifted student to share and test ideas with people who are likely to understand them easily and who can provide helpful critique and suggestions. The opportunity to be with students of different backgrounds, interests, and abilities helps such students find out that they have much to learn from others and vice versa. A classmate from a different background, for example, can help the gifted student learn how to communicate more effectively with people of that particular background or may spark the student's interest in certain problems about which s/he would not otherwise be aware. A classmate who may not make good grades may have artistic talent or may have a good memory for details. These abilities could make him/her a good partner for a gifted student who is not particularly artistic or who tends to skip over details. Another benefit from heterogeneous grouping can be that the gifted student finds s/he is more like others than different and, in the best kind of situation, that everyone's "differences" can benefit all.

A good educational program for academically gifted students should provide a good balance of opportunities to interact and learn with students like and different from themselves. This would include students who are considered academically gifted in the same subject area; students who are considered academically gifted but in different subject areas; and students who are not considered academically gifted. For the same reasons as noted above, the program should, ideally, not only provide opportunities to mix with those of like and different background, interest, and ability but also with those of like and different age and gender.

**What needs of other students should be considered in providing an educational program for academically gifted/talented students?**

A. **Uninhibited Opportunity to Achieve Goals and Objectives of the Regular School Program**

No program for academically gifted - or any other designated type of student - is justified if it inhibits other students' opportunity to achieve the goals and objectives of the regular school program.

Where students are heterogeneously grouped for all instruction, the teacher is understandably hard-pressed to modify the regular program sufficiently to adequately meet the educational needs of all the types of students that are likely to be represented. Of necessity, priority must be given to those who have learning problems. One could not justify focusing on the needs of the academically gifted in such a class if doing so denies those who need extra help receiving it.

In situations where gifted/talented students are grouped for part of the time for special instruction, care needs to be taken that the arrangement does not penalize other students.

As with special programs for other students with particular needs, an educational program for academically gifted students should meet those students' special needs without inhibiting the opportunities of others.

B. **Opportunity to Interact and Learn with Academically Gifted/Talented Students**

For the reasons indicated earlier, all students can benefit when they have opportunities to interact and learn with one another in ways that are satisfying and productive. Just as academically gifted students can gain from working with those like and different from themselves, students who are not academically gifted or who are gifted in other ways can gain from their interaction with the academically gifted. Academically gifted students often bring new ideas, new information, and a fresh outlook to a group effort. They can become models of concentration, logical thinking, and divergent thinking for others.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | IDENTIFICATION OF ACADEMICALLY GIFTED/TALENTED STUDENTS |
| Code | ag2464B |
| Status | |

2464B - **IDENTIFICATION OF ACADEMICALLY GIFTED/TALENTED STUDENTS**

The following criteria should be used to identify students for the gifted/talented program:

A. **( )** IQ score of 120 or above (or equivalent high score on any standardized individual or group test of scholastic aptitude).

B. **( )** One or more standard deviations above average on standardized tests of achievement in reading, language, and/or mathematics.

C. **( )** Nomination by teacher(s), parent(s), classmates, and/or the student himself/herself based on grades and/or checklists of personal characteristics (see Form 2464B F1).

D. **(X )** Demonstrated achievement of the goals and objectives in one or more academic areas of the regular school program at a level which significantly exceeds that of most students in the same situation and of the same age or experience. Also, no serious achievement deficiencies in any academic area.

E. **(X )** Demonstrated ability and willingness to perform regular classroom tasks significantly more effectively than other students in the same situation.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | SELECTION OF BASIC TEXT MATERIALS |
| Code | ag2510 |
| Status | |

2510 - **SELECTION OF BASIC TEXT MATERIALS**

New basic text materials and revisions to same will be recommended to the Superintendent by the Curriculum Department. Appropriate staff members and Administration will comprise the selection (review) committees.

~~Each committee will be responsible for establishing selection standards for each criterion in the following categories:~~

A. ~~**Publisher and Author**~~

~~What is the reputation of the author(s) for scholarship?~~

~~What is the reliability of the publisher?~~

B. ~~**Content**~~

~~In terms of achieving course goals...~~

~~How effective is the organizational plan?~~

~~How relevant is the information?~~

~~How complete is the information?~~

~~How accurate and unbiased is the information?How appropriate is the illustrative material?How sufficient is the illustrative material?If students accomplished all the objectives called for in the material, how well would they be able to achieve the goals of the course?~~

C. ~~**Necessity**~~

~~If replacement text, how does it improve upon existing text?~~

D. ~~**Instructional Aids**~~

~~Does the book contain: an index? graphic materials? references? a bibliography? glossaries? appendices? Are there any software or other resources provided with the books?~~

~~How appropriate is each of these?~~

E. ~~**Format**~~

~~What kind of binding? paper? type?~~

~~Will the format help or inhibit student interest and ease of use?~~

F. ~~**Expense**~~

~~What is the cost and probable life?~~

G. **Moral Tone**

How does the text handle controversial subjects in terms of the maturity level of the students and objectivity?

H. **Past Experience**

How successfully has the text been used in other districts?

I. **Bias**How free is the text of religious, gender, racial, and national origin bias?

Selection committees should use the following procedures for the selection and recommendation of basic textbooks:

A. **( )** The text materials should be examined by each one of the committee members. The committee members should also examine, whenever possible, other text materials similar in nature to the one being considered for adoption.

B. **( )** A written evaluation of the text material by each one of the committee members should be submitted to the chairperson of the selection committee or to the person initiating the request. A suggested form is available to assist committee members in their evaluation.

C. **( )** The committee chairperson will also read and examine the basic text material and/or supplementary materials requested.

D. **( )** The chairperson of the selection committee will be responsible for completing the _____ form and submitting the recommendations to the _____ who will submit it to the _____ for approval.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | SELECTION OF INSTRUCTIONAL MATERIALS AND EQUIPMENT |
| Code | ag2521A |
| Status | |

2521A - **SELECTION OF INSTRUCTIONAL MATERIALS AND EQUIPMENT**

In accordance with the policies of the Board of Education for selection of resource materials, the following guidelines should be followed:

A. **Criteria for Selection of Instructional Materials**

1. **( )** technical quality of the publication/production
2. **(X )** readability and appeal to students
3. **( )** authoritativeness
4. **(X )** completeness, accuracy, clarity
5. **(X )** absence of gender stereotyping and racial or ethnic bias
6. **( )** reputation and significance of the author, artist, composer, and/or producer
7. **(X )** format and price
8. **(X )** relationship to a course of study
9. **( )** extent to which the scope/content of the material makes it possible for students to accomplish the objectives and goals of the program
10. **( )** appropriateness of the content and/or presentation relative to the maturity and/or comprehension level of the students
11. **(X )** needs of an individual school program based on requests from administrators and teachers
12. **(X )** needs of individual students based on requests by teachers, parents, or students
13. **( )** _____

B. **Criteria for Selection of Equipment**

The evaluation and selection criteria for instructional equipment should include:

1. **(X )** relevance to the school curriculum;
2. **(X )** needs of staff and/or students;
3. **( )** technical quality;
4. **(X )** cost;

5. **(X )** reliability;

6. **( )** ease of repair and maintenance;

7. **(X )** compatibility with existing District equipment, when applicable.

C. ~~**Procedure for Selection of Instructional Resources**~~

1. ~~Each principal shall select ____(__) members of the staff who are directly involved in the program for which the materials and/or equipment will be used. Their responsibility is to review and evaluate suggested resources, using the criteria listed on Section A, and make recommendations to the principal.~~

2. ~~The principal shall review the recommendations and, if necessary the materials and equipment, and submit the recommendations to the _____.~~

3. ~~The _____ will then review the recommendations, and either refer them back to the principal or~~

   ~~( ) approve their use.~~

   ~~( ) endorse and submit to the _____ for approval.~~

D. ~~**Procedure for Selection of Library or Media Center Materials**~~

1. ~~The _____, in cooperation with the _____, shall be responsible for the selection of all materials housed in a library or media center. Upon notification of the availability of funds for the purchase of such resource materials, the _____ will prepare a request form which includes the amount of money available to a grade level or subject area for new or additional materials. Instructional staff are to submit a prioritized request list of the materials they would find most useful.~~

2. ~~The _____ shall then determine which of the requests can be accommodated and proceed to review the selections prior to purchase. The selection criteria are the same as those used for the selection of basic text materials. (see AG 2510)~~

3. ~~Any material that contains content or a manner of presentation that could be controversial, as defined in Policy 2240 and criterion #4 in Form 2521 F1, should be approved by the principal prior to purchase.~~

E. **Procedure for Use of Nondistrict Materials**

1. No print, audio, video, or graphic materials which are not part of the District's basic or supplementary materials are to be used with students without prior review and approval. Such review should be done~~, using Form 2521 F1, first~~ by the teacher(s)~~ or counselor(s)~~ who wish to use the material.

2. The critical criteria by which such materials are to be reviewed are:

   a. relationship to the course of study;

   b. the uniqueness of the content and/or presentation that is not adequately provided in District materials;

   c. the appropriateness of the content and/or presentation for the maturity and comprehension levels of the students;

   d. the extent to which the content or presentation could create controversy among students, parents, and community groups.

3. ~~Each of the four criteria are to be rated according to the rating scale on Form 2521 F1. In any situation in which the teacher has rated any of the four criteria 3 or 4, the use of the material must be approved by the principal. If there is any concern on the part of the principal that the material might be inappropriate, s/he should personally review the materials, and if still uncertain, contact the _____.~~

4. ~~Any material that contains content or a manner of presentation that could be controversial, as defined in Policy 2240 and criterion #4 in Form 2521 F1, should be approved by the principal prior to purchase.~~

Each member of the faculty is to receive a copy of Form 2521 F1 for use as a reference. The form should be submitted to the principal only at his/her discretion.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | RESOURCE SPEAKERS |
| Code | ag2521C |
| Status | |
| Adopted | October 8, 2018 |

2521C - **RESOURCE SPEAKERS**

Teachers are encouraged to invite guest lecturers to discuss a particular subject with their students under the following conditions:

A. **(X )** The subject is of educational relevance and value to the students in that class.

B. **(X )** The subject is presented in an unbiased or unprejudiced manner. (Speakers representing several sides of an issue may be used.)

C. **(X )** The speaker(s) will not tend to disrupt the educational program.

D. **( X)** The information to be discussed is appropriate for the age and maturity of the students.

E. **(X )** Any speaker addressing a subject related to the District's program on health shall meet the guidelines established for that program. ~~(See AG 2413 and AG 2414)~~

F. **(X )** The teacher shall remain in the classroom during the entire presentation to provide for appropriate follow-up.

G. (X) The speaker has had an IChat

The Principal shall approve the visits of all guest speakers and seek permission to record the presentation by audio or video tape for use with other classes.

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | STUDENT USE OF LIBRARIES/MEDIA CENTERS |
| Code | ag2522 |
| Status | |

2522 - **STUDENT USE OF LIBRARIES/MEDIA CENTERS**

Libraries and media centers have been established primarily to enrich the education of students and to help them learn how to make effective use of reference and enrichment materials. The cost of such centers can only be justified when the following conditions exist:

A. **[X ]** The centers are open and available to students for as much of the school day as staffing and program make possible.

B. **[X ]** The environment within the centers is inviting, attractive, and conducive to thought and study.

C. ~~**[ ]** Staff members communicate their willingness to assist students in locating the resources they seek and to instruct them in the proper use of the reference and retrieval systems.~~

D. **[X ]** Courses of study are designed so that use of the resources that exist in the centers are an essential means for achieving the learning objectives in the course.

E. ~~**[ ]** Part of the evaluation of what students have learned in a course should be growth in the skills associated with using learning resources such as those that exist in the libraries and media centers.~~

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|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | COPYRIGHTED WORKS |
| Code | ag2531 |
| Status | |
| Adopted | October 8, 2018 |

2531 - **COPYRIGHTED WORKS**

This School District does not condone the illegal use or reproduction of copyrighted materials in any form. It is the intent of the District to adhere to the United States Copyright Law. The following guidelines should provide guidance in this respect.

**An Overview of Copyright Issues ~~(see Form 2531 F1 and Form 2531 F2)~~**

A. What is protected by copyright law?

Works that may be protected by copyright include literary works, musical works, dramatic works, pictures, graphics, sculptures, films, videotapes, sound recordings, and computer programs.[1] Copyright protection does not extend to ideas, facts, slogans, symbols, procedures, methods, or systems.[2] U.S. Government publications are not protected, unless the Government received the copyright by assignment, bequest, or otherwise.[3]

B. What is prohibited by copyright law?

The exclusive rights of a copyright owner include reproduction, adaptation, publication, performance, and display.[4]

Violating any of the exclusive rights of a copyright owner is infringement, and the infringer may be subject to civil and/or criminal penalties.[5]

C. Are there exceptions?

The Copyright Act provides several exceptions to the general rule prohibiting use of copyrighted material, including the fair use doctrine[6], the first sale doctrine[7], exemptions for libraries[8], and therefore it may be impossible for a lay person to say with certainty that their use falls within one of these exemptions.[9]

For further information, one may consult the cited references, (internet websites are provided) or consult the District's Copyright Officer.

While primarily driven by statute, these exceptions are often subject to the facts of a given situation, and therefore these guidelines summarize some aspects of the Copyright Laws including some exceptions that have been defined by statute, congressional history regulation, judicial precedent, or other relevant authority or governing body.

Do not assume that your use of copyrighted material is "ok" without consulting the accompanying guidelines.

D. What if my intended use isn't allowed under these guidelines?

**Get permission!!!**

**Public Performance/Display of Copyrighted Works**

**In General**

The owner of a copyright in literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works has an exclusive right to publicly perform and display the work.[10] Thus, one might be held liable for copyright infringement for publicly performing any copyrighted work (e.g. publicly reading from a book) unless s/he either (1) has obtained a

license from the copyright owner or (2) the public performance is considered "fair use". In the classroom setting, in order to allow teachers to use educational materials, several situations qualify as "fair use".

Performance/Display in the Course of Face-to-Face Teaching

A. **Any work (except for motion pictures or other audiovisual works)**

Any copyrighted work except for motion pictures or other audiovisual works, may be performed or displayed, if:

1. instructors or students use it as part of face-to-face teaching activities, and
2. the performance or display takes place in a classroom or similar place of instruction.[11]

B. **Motion pictures and other audiovisual works**

Any motion picture or other audiovisual work may be performed or displayed in accordance with the above provisions for other works, unless:

1. the copy used by the instructor or student was pirated; and
2. the person responsible for the performance or display had reason to believe it was pirated.[12]

Performance/Display Outside of Face-to-Face Teaching

A nondramatic literary or musical work may be performed or displayed even if it is not part of face-to-face teaching activities, if the performance is live and is not for commercial gain.[13]

On the other hand, a dramatic work that is used outside of "face-to-face" teaching activities would require obtaining permission from the copyright owner. Also, treating a class to an in-class movie unrelated to course content would likely be outside of "face-to-face" teaching activity and would require obtaining permission from the copyright owner.

The copyright statutes do not define "dramatic" and "nondramatic" works. It is probably safe to assume that "dramatic" works (1) relate to a story and (2) a substantial portion is visually or audibly represented as actually occurring, rather than being narrated or displayed.[14] For example, a play is a dramatic work.

**Reproduction of Copyrighted Works**

**In General**

A copyright holder has the exclusive right to reproduce, prepare derivative works, and distribute copies.[15] In order to provide teachers with necessary classroom materials, the following examples help delineate "fair use" under the copyright statute.

Books & Periodicals

As for books and periodicals, teachers may engage in the following activities:

A. **When Teachers May Make a Single Copy**

A single copy may be made of any of the following by or for a teacher, at his/her individual request, for his/her scholarly research, or use in teaching or preparation to teach a class:

1. A chapter from a book;
2. An article from a periodical or newspaper;
3. A short story, short essay, or short poem, whether or not from a collective work;
4. A chart, graph, diagram, drawing, cartoon or picture from a book, periodical, or newspaper.[16]

B. **When Teachers May Make Multiple Classroom Copies**

Multiple copies (not to exceed in any event more than one (1) copy per student in a course) may be made by or for the

teacher giving the course for classroom use or discussion; provided that:

1. the copying meets the tests of brevity and spontaneity as defined below;
2. the copying meets the cumulative effect test as defined below;
3. each copy includes a notice of copyright.[17]

C. **Definitions**

1. **Brevity**

   a. **Poetry**: (1) A complete poem if less than 250 words and if printed on not more than two (2) pages; (2) from a longer poem, an excerpt of not more than 250 words.[18]

   b. **Prose**: (1) Either a complete article, story or essay of less than 2,500 words; (2) an excerpt from any prose work of not more than 1,000 words or ten percent (10%) of the work, whichever is less, but in any event a minimum of 500 words.[19]

      (Each of the numerical limits stated in "a." and "b." above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.)[20]

   c. **Illustration**: One chart, graph, diagram, drawing, cartoon or picture per book or per periodical issue.[21]

   d. "Special" works: Certain works in poetry, prose or in "poetic prose" which often combine language with illustrations and which are intended sometimes for children and at other times for a more general audience fall short of 2,500 words in their entirety. Paragraph "b" above notwithstanding such "special works" may not be reproduced in their entirety; however, an excerpt comprising not more than two (2) of the published pages of such special work and containing not more than ten percent (10%) of the works found in the text thereof, may be reproduced.[22]

2. **Spontaneity**

   a. The copying is at the instance and inspiration of the individual teacher.[23]

   b. The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.[24]

3. **Cumulative Effect**

   a. The copying of the material is for only one (1) course in the school in which the copies are made.[25]

   b. Not more than one (1) short poem, article, story, essay or two (2) excerpts may be copies from the same author, nor more than three (3) from the same collective work or periodical volume during one (1) class term.[26]

   c. There shall not be more than nine (9) instances of such multiple copying for one (1) course during one (1) class term.[27]

      (The limitations stated in "b" and "c" above shall not apply to current news periodicals and newspapers and current news sections of other periodicals.)[28]

D. **Prohibitions as to the Sections Presented Above**

Notwithstanding any of the above, the following are prohibited:

1. Copying shall not be used to create or to replace or substitute for anthologies, compilations or collective works. Replacement or substitution may not occur whether copies of various works or excerpts therefrom are accumulated or reproduced and used separately.[29]

2. There shall be no copying of or from works intended to be "consumable" in the course of study or of teaching. These include workbooks, exercises, standardized tests and test booklets and answer sheets and like consumable material.[30]

3. Copying shall not:

    a. substitute for the purchase of books, publishers' reprints or periodicals;[31]

    b. be directed by higher authority;[32] nor

    c. be repeated with respect to the same item by the same teacher from term to term.[33]

4. No charge shall be made to the student beyond the actual cost of the photocopying.[34]

**Televised Programs and Videotapes**

If an educational institution has obtained a license that allows the institution to copy, redistribute, publicly perform or otherwise use a copyrighted work, the terms of the license agreement govern. If however, the institution has not purchased a license for public performance or reproduction, there are a limited number of scenarios in which a teacher may lawfully copy a videotape or other audiovisual work. The remainder of this section delineates when a teacher may lawfully reproduce an audiovisual work in the absence of a license agreement.

**Reproduction of Television Broadcasts for Later Viewing**

A. A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained for a period not to exceed the first forty-five (45) consecutive calendar days after date of recording. Upon conclusion of such retention period, all off-air recordings must be erased or destroyed immediately. "Broadcast programs" are television programs transmitted by television stations for reception by the general public without charge.[35]

B. Off-Air recordings may be made only at the request of and used by individual teachers, and may not be regularly recorded in anticipation of requests.[36]

C. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast. The off-air recording may be repeated once only when instructional reinforcement is necessary.[37]

Music

The owner of a copyright in a musical work has an exclusive right to reproduce, prepare derivative works, distribute, and publicly perform his/her music.[38] Nonetheless, certain permissible uses may be considered "fair use".

**Permissible Uses**

A. Emergency copying to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies shall be substituted in due course.[39]

B. For academic purposes other than performance, single or multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement or aria, but in no case more than ten percent (10%) of the whole work. The number of copies shall not exceed one (1) copy per student.[40]

C. Printed copies that have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist.[41]

D. A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher.[42]

E. A single copy of a sound recording (such as a tape, disc, or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright that may exist in the sound recording.)[43]

Prohibitions



A. Copying to create or replace or substitute for anthologies, compilations or collective works.[44]

B. Copying of or from works intended to be "consumable" in the course of study or of teaching such as workbooks, exercises, standardized tests and answer sheets and like material.[45]

C. Copying for the purpose of performance, except for emergency copying, as described above.[46]

D. Copying for the purpose of substituting for the purchase of music, except described under permissible uses A and B above.[47]

E. Copying without inclusion of the copyright notice that appears on the printed copy.[48]

**Computer Programs[49]**

The copyright owner of a computer program has the exclusive right to reproduce, prepare derivative works, and distribute the work.[50] Thus, one might be held liable for copyright infringement for copying software unless s/he has obtained a license from the copyright owner or unless the copying is considered "fair use".

Archival Copies

A. Libraries and schools may lawfully make one (1) archival copy of a copyrighted computer program under the following conditions:

    1. one (1) copy is made,

    2. the archival copy is stored,

    3. if possession of the original ceases to be lawful, the archival copy must be destroyed along with the original program, and

    4. copyright notice should appear on the copy.[51]

B. The original may be kept for archival purposes and the "archival copy" circulated. Only one (1) copy-either the original or the archival-may be used or circulated at any given time.[52]

C. If the circulating copy is destroyed, another "archival" copy may be made.[53]

D. If the circulating copy is stolen, the copyright owner should be consulted before circulating or using the "archival" copy.[54]

License Restrictions

**If a computer program is licensed, refer to the license agreement. Statutory Fair Use exemptions can be overridden by license restrictions.**[55] This stresses the need to review and abide by the terms and conditions of license agreements, especially clauses relating to permitted uses, prohibited uses, restrictions, and copying limitations.[56] By installing or using a licensed software product, you are legally bound by its agreement.[57]

Typical license restrictions include:

A. An archival (backup) copy of a copyrighted program may be made if:

    1. only one (1) copy is made;

    2. the archival copy is stored; and

    3. copyright notice appears on the copy.

B. If only one (1) program is owned under license, **it may only be used on one (1) machine at a time.**

C. A single program may not be loaded into a computer that can be accessed by several different terminals for simultaneous use.

D. If the computer is capable of being used by another to make a copy of the program, a warning should be posted on the computer, such as the following:

    Many computer programs are protected by copyright. 17 U.S.C. 101. Unauthorized copying may be prohibited by law.



In certain circumstances, negotiating objectionable terms with the publisher may be recommended (although with consumer "shrinkwrap" agreements, this may not be possible).[58]

**Special Concerns: Libraries**

**Library Copying and Distribution Guidelines[59]**

**In General**

Congress has provided a safe harbor for libraries, under which libraries may not be liable for copyright infringement in certain situations. (Note: this safe harbor may not protect a library if the library violates the license agreement by which the work was obtained.[60])

**General Explanation of the Exemption**

**Requirements for Exemption**

For a library to benefit from the exemption, it must meet three (3) conditions.

A. Reproduction or distribution is made without any purpose of direct or indirect commercial advantage.[61]

   Non-profit libraries may claim benefit of the exemption so long as the reproduction and distribution were not commercially motivated. Profit- making or other commercial institutions are also eligible for the exemption, as long as the reproduction and distribution was not commercially motivated.[62]

B. The library must be an Open Collection

   To qualify as an Open Collection, a library's collection must be (1) open to the public, or (2) open to at least to persons doing research in the specialized field that is the subject of the collections.[63]

C. Copyright Notice May Be Required

   If the original work contains a notice of copyright, that notice should also be affixed to the copy.[64] Otherwise, "if no such notice can be found on the copy that is reproduced", then the library can discharge its obligations by including "a legend stating that the work may be protected by copyright."[65]

**Works not Qualifying for the Exemption**

The exemption does not apply to a musical work, to a pictorial, graphic or sculptural work, or a motion picture or other audiovisual work other than an audiovisual work dealing with news unless the copy is for presentation or replacement as described below.[66]

**Copies Preservation or Replacement Purposes[18]**

A. A library may make up to three (3) copies of an unpublished work for purposes of preservation, including copies in digital form, if that format is not made available to the public.[67] This provision applies only to copies of works that are currently in the library's possession.[68]

B. A library may make up to three (3) copies of a published work to replace a damaged, deteriorating, lost, or stolen work, if a replacement copy cannot be obtained at a reasonable cost.[69]

C. A library may make up to three (3) digital copies of a published work that is an obsolete format, if that format is not made available to the public.[70]

Use of Videotapes in Library

**In-Library Use of a Copyrighted Videotape**

A. When a videotape purchase is made by the library, the vendor should be made aware of the library's intended use of the videotape. Even if a videotape is labeled "For Home Use Only," private viewing in the library should be considered to be authorized by the vendor's sale to the library if the vendor knew of the library's intended use of the videotape.[71]

B. Permission is required for public viewing of a videotape in a library, unless the requirements for classroom use are met.[72]

C. Notices should be posted on video recorders or players used in the library to educate and warn patrons about the existence of the copyright laws. An acceptable notice includes the following:

   Many videotaped materials are protected by copyright. Unauthorized copying may be prohibited by law. 17 U.S.C. 101.[73]



**Third Party Use of Videotapes at School Facilities**

A. Libraries that allow groups to use or rent their public meeting rooms should, as part of their rental agreement, require the group to warrant that it will secure all necessary performance licenses and indemnify the library for any failure on their part to do so.[74]

B. If patrons are allowed to view videotapes on library-owned equipment, they should be limited to private performances, i.e., one (1) person, or no more than one (1) family, at a time.[75]

C. User charges for private viewing should be nominal and directly related to the cost of maintenance of the videotape.[76]

Lending of Computer Programs by a Non-Profit Library

Nonprofit libraries may lend a computer program for non-profit purposes, so long as each copy of the computer program has the following noticed affixed "verbatim" to the packaging:[77]

Notice: Warning of Copyright Restrictions

The copyright law of the United States (Title 17, United States Code) governs the reproduction, distribution, adaption, public performance, and public display of copyrighted material.

Under certain conditions specified in law, nonprofit libraries are authorized to lend, lease, or rent copies of computer programs to patrons on a nonprofit basis and for nonprofit purposes. Any person who makes an unauthorized copy or adaption of the computer program, or redistributes the loan copy, or publicly performs or displays the computer program, except as permitted by Title 17 of the United States code, may be liable for copyright infringement.

This institution reserves the right to refuse to fulfill a loan request if, in its judgment, fulfillment of the request would lead to violation of the copyright law.

37 CFR 201.24(b). This notice must be affixed to the packaging that contains the copy of a computer program loaned to a library patron.[78] The notice must include a label that is durably attached to the copies or its packaging.[79] The notice must be clearly legible and readily apparent to a casual observer.[80]

**Special Concerns: Internet and Other Modern Technology Issues**

**Databases**

Generally, the information made available to researchers from commercial online and CD-based electronic databases is copyrighted.[81] Read the terms and conditions for a database before using or downloading.

**Distance Learning**

**In General**

In the distance learning context, where educational materials are transmitted over a network, the computers involved generally make copies of the educational materials in making the transmissions. This copying, however, depending on the circumstances, may not be an infringement. Under the TEACH Act, Congress created an exemption to protect schools that choose to utilize distance learning. Under this exemption, if a learning institution adheres to specific requirements, they will not be liable for copyright infringement. Instructors must be mindful of the requirements.

Institutional Considerations

In order to qualify for the distance learning exemption, an accredited nonprofit educational institution must have the necessary technological measures in place and implement a copyright policy.[82]

**Accredited Non-Profit Educational Institution**

These guidelines apply to accredited nonprofit educational institutions.[83] An institution utilizing distance learning must be one (1) of two (2) types to qualify for the TEACH Act exemption:

A. an institution providing post-secondary education, as determined by a regional or national accrediting agency recognized by the Council on Higher Education Accreditation or the United States Department of Education; or

B. an institution providing elementary or secondary education, which shall be recognized by the applicable State certification or licensing procedures.[84]



**Necessary Technological Measures**

A. Reception

To the extent technologically feasible, the institution's information technology officials must limit the reception of distance learning transmissions to students officially enrolled in the distance learning course.[85] This may, for example, be accomplished by transmission over a secure system with technological limitations on access to the class or program such as a PIN number, password, smartcard or other means of identification of the enrolled student.

Reception must be in a classroom or other similar place normally devoted to instruction or any other site where the reception can be controlled by the eligible institution.[86] These guidelines are also applicable to government agency employees who take the course or programs offered by the agency as a part of their official duties.[87]

B. Reproduction and Access to Copies

The institution's information technology officials must apply technology measures to reasonably prevent (1) participants enrolled in the course from retaining the copyrighted materials for longer than the class session, and (2) participants from disseminating unauthorized copies of the copyrighted materials.[88]

Educational institutions may retain copies of their digital transmissions, provided that no further copies are made from those works.[89]

C. Other Considerations

Information technology officials should review their technological systems to be certain that the distance learning system does not interfere with digital rights management technology or other technological measures that copyright owners use to control their works.[90]

**Implement a Copyright Policy**

The transmitting institution must "institute policies regarding copyright."[91] These policies should provide informational materials to faculty, students, and relevant staff members that accurately describe, and promote compliance with, the laws of the United States relating to copyright, and provide notice to students that materials used in connection with the course may be subject to copyright protection.[92] Among other possible strategies, institutions might distribute printed information, post information on websites, and have users click an agreement each time they use the distance learning software.

Instructor's Considerations

Instructors need to be aware of the types of material that are protected and must oversee the use of such materials.[93]

A. **Types of Works Qualifying for the Exemption**

To qualify for the distance learning exemption, the material transmitted by the instructor must be of a proper type.[94] Transmission of any of the following may be exempt from infringement:

1. performance of a nondramatic literary or musical work,[95]
2. performance of reasonable and limited portions of all other works,[96] (e.g. plays and visual art)[97]
3. display of a work in an amount comparable to that which is typically displayed in the course of a live classroom session,[98] or
4. transmission of works converted from analog format to digital format if: (1) a digital version is unavailable to the institution, or is available but subject to technological protection that prevent its transmission for distance learning, and (2) the conversion and transmission is limited to the amount authorized (see section b. above – "reasonable and limited" portions).[99]

B. **Types of Works Not Qualifying for the Exemption**

Transmission of the following is not exempt from infringement:

1. works produced or marketed primarily for performance or display as part of "mediated instructional activities transmitted via digital networks" (e.g. commercially available on-line educational materials)[100]
2. textbooks, course packs, or other course materials that are typically purchased or acquired by students for their individual use[101]

3. works that were unlawfully made or acquired (e.g. pirated materials)[102]

C. **Oversee Use of Material**

The performance or display of the copyrighted material must be made under the teacher's actual supervision. The material must be directly related to the content of the lesson and must be part of the systematic instruction of the students. The performance may not be for entertainment purposes.[103]

D. **Number of Copies and Lifetime thereof**

An institution may make no more than thirty (30) copies of a particular transmission program, if (1) no further copies are reproduced, and (2) except for one (1) copy preserved exclusively for archival purposes, the copies are destroyed within seven (7) years from the date the transmission was first transmitted to the public.[104]

**Examples: When Permission of Copyright Owner is Required**

A. **Commercial uses**: Any commercial use including the situation where a nonprofit educational institution is conducting courses for a for-profit corporation for a fee such as supervisory training courses or safety training for the Corporation's employees.[105]

B. **Dissemination of recorded courses**: An institution offering instruction via distance learning under these guidelines wants to further disseminate the recordings of the course or portions that contain performance of a copyrighted work.[106]

C. **Uncontrolled access to classes**: An institution (agency) wants to offer a course or program that contains the performance of copyrighted works to non-employees.[107]

School as an Internet Service Provider (ISP)

In the event that the District or an institution of the District operates as an internet service provider, the District or institutions of the District may be able to take measures under the copyright statutes to limit copyright liability. If the District wishes to take advantage of these internet service provider limitations, an attorney should be consulted.

**Giving Credit to Copyright Owners**

Always give proper credit to authors or other copyright owners. Crediting the source must adequately identify the source of the work, giving a full bibliographic description including author, title, publisher, and place and date of publication. Copyright ownership information should include the copyright notice (c), year of first publication, and name of copyright holder.[108]

Always include the notice of copyright present in the original work. The following is a satisfactory notice:

Notice: This material may be protected by copyright law.

If alterations have been made in the copyrighted material, this should be noted in the credits.

**Obtaining Permission for Use of Copyrighted Material**

Questions concerning copyright procedures, including fair use, should be addressed to the District Copyright Officer.

Employees must obtain permission for any use of copyrighted material that is not a fair use under the above guidelines. To obtain permission, the employee should contact the Copyright Clearance Center, Inc., or the Permissions Department of the copyright holder (usually the publisher).

Copyright Clearance Center, Inc.
222 Rosewood Drive
Danvers, MA 01923
(978) 750-8400
www.copyright.com.

To request permission from the publisher, the request must be in writing and should be sent, together with an envelope addressed to the sender, to the permissions department of the publisher of the work. The request should include the title, author or editor, and edition of materials for which permission is sought; the exact materials to be used, with specification of amount, page numbers, chapters, including, if possible, a photocopy of the material; the number of copies to be made; the use to be made of the duplicated materials; the form of distribution; whether or not the copies will be sold; and the process by which the material will be reproduced.

A copy of the written permission granted by the publisher or copyright owner should be forwarded to and maintained by the District Copyright Officer.

A reasonable inquiry must be made to identify and locate the copyright owner. A reasonable inquiry includes, but is not limited to, conducting each of the following steps: (1) checking any information within the control of the educational institution, including slide catalogs and logs, regarding the source of the image; (2) asking relevant faculty, departmental staff, and librarians, including visual resource collections administrators, for any information regarding the source of the image; (3) consulting standard reference publications and databases for information regarding the source of the image; and (4) consulting rights reproduction collectives and/or major professional associations representing image creators in the appropriate medium.

REFERENCES

[1] 17 U.S.C. 102(a) (reciting all types of works except for computer programs). See also 17 U.S.C. 101 (defining computer program in the copyright statute) in view of Apple Computer v. Franklin Computer Corp., 714 F.2d 1240, 1253 (affording copyright protection to various computer programs).

[2] 17 U.S.C. 102(b).

[3] 17 U.S.C. 105.

[4] 17 U.S.C. 106.

[5] See 17 U.S.C. 501 (stating in part "Anyone who violates any of the exclusive rights of the copyright owner…is an infringer"); 17 U.S.C. 502 (providing for injunctions in cases of copyright infringement); 17 U.S.C. 503 (allowing injunctions for copyright infringement); 17 U.S.C. 504 (providing for actual damages, statutory damages, and profits for copyright infringement); 17 U.S.C. 505 (providing for attorney's fees for copyright infringement); 17 U.S.C. 506 (providing for criminal offenses for copyright infringement);

[6] 17 U.S.C. 107.

[7] 17 U.S.C. 109.

[8] 17 U.S.C. 108.

[9] See e.g. 17 U.S.C. 107 (describing the "Fair Use" exception, and particularly noting that "the factors to be considered include") (emphasis added). Thus, regarding "fair use", courts use a balancing approach instead of a bright-line test.

[10] 17 U.S.C. 106.

[11] 17 U.S.C. 110(1).

[12] 17 U.S.C. 110(1).

[13] 17 U.S.C. 110(4).

[14] Nimmer on Copyright 2.06(A).

[15] 17 U.S.C. 107.

[16]See http://www4.law.cornell.edu/uscode/17/107.notes.html (linking to H.R. Rep. No. 94-1476, 94th Cog., 2d Sess. (1976) from which this section is adapted). Specifically, this excerpt is taken from the portion of this bill with the heading "Agreement on Guidelines for Classroom Copying in Not-for-Profit Educational Institutions with respect to books and periodicals". See id. H.R. Rep. No. 94-1476 is included along-side 17 U.S.C. 107 (Entitled "Limitations on Exclusive Rights: Fair Use) in the "Historical and Revision Notes" comments. See id.

[17]Id. (referring to Comments of 17 U.S.C. 107).

[18]Id. (referring to Comments of 17 U.S.C. 107).

[19]Id. (referring to Comments of 17 U.S.C. 107).

[20]Id. (referring to Comments of 17 U.S.C. 107).

[21]Id. (referring to Comments of 17 U.S.C. 107).

[22]Id. (referring to Comments of 17 U.S.C. 107).

[23]Id. (referring to Comments of 17 U.S.C. 107).

[24]Id. (referring to Comments of 17 U.S.C. 107).

[25]Id. (referring to Comments of 17 U.S.C. 107).

[26]Id. (referring to Comments of 17 U.S.C. 107).

[27]Id. (referring to Comments of 17 U.S.C. 107).

[28]Id. (referring to Comments of 17 U.S.C. 107).

[29]Id. (referring to Comments of 17 U.S.C. 107).

[30]Id. (referring to Comments of 17 U.S.C. 107).

[31]Id. (referring to Comments of 17 U.S.C. 107).

[32]Id. (referring to Comments of 17 U.S.C. 107).

[33]Id. (referring to Comments of 17 U.S.C. 107).

[34]Id. (referring to Comments of 17 U.S.C. 107).

[35]http://www.lib.jmu.edu/org/mla/Guidelines/ (linking to the Music Library Association's "Guidelines for Off-Air Recordings of Broadcast Programming for Educational Purposes").

[36] Id. (citing Music Library Association's "Guidelines for Off-Air Recordings of Broadcast Programming for Educational Purposes.")

[37] Id. (citing Music Library Association's "Guidelines for Off-Air Recordings of Broadcast Programming for Educational Purposes.")

[38] 17 U.S.C. 107.

[39]See http://www4.law.cornell.edu/uscode/17/107.notes.html (linking to H.R. Rep. No. 94-1476, 94th Cog., 2d Sess. (1976) of which this section is verbatim). Specifically, this excerpt is taken from the portion of this bill headed "guidelines for educational uses of music". See id. H.R. Rep. No. 94-1476 is included along-side 17 U.S.C. 107 (Entitled "Limitations on Exclusive Rights: Fair Use) in the "Historical and Revision Notes" comments. See id.

[40]Id. (referring to Comments of 17 U.S.C. 107).

[41]Id. (referring to Comments of 17 U.S.C. 107).

[42]Id. (referring to Comments of 17 U.S.C. 107).

[43]Id. (referring to Comments of 17 U.S.C. 107).

[44]Id. (referring to Comments of 17 U.S.C. 107).

[45]Id. (referring to Comments of 17 U.S.C. 107).

[46]Id. (referring to Comments of 17 U.S.C. 107).

[47]Id. (referring to Comments of 17 U.S.C. 107).

[48]Id. (referring to Comments of 17 U.S.C. 107).

[49]See 17 U.S.C.A. 107 (West 2002) (also known as the "Fair Use Doctrine"); 17 U.S.C.A. 117 (West 2002) (allowing an owner to make a copy of a computer program in certain limited situations); 17 U.S.C.A. 109(b)(2) (West 2002) (also known as the "First Sale Doctrine") (allowing nonprofit libraries to lend computer providing a warning of copyright is affixed to the program (37 C.F.R. 201.24, "Warning of copyright for software lending by nonprofit libraries")).



[50] Id. 17 U.S.C. 107.

[51]These guidelines are adapted from the American Library Association's Model Policy of 1986 (available at http://www.ifla.org/documents/infopol/copyright/ala-1.txt) (last accessed Oct. 17, 2005). See also 17 U.S.C. 117.

[52]Id. (referring to ALA's Model Policy of 1986 and 17 U.S.C. 117).

[53]Id. (referring to ALA's Model Policy of 1986 and 17 U.S.C. 117).

[54]Id. (referring to ALA's Model Policy of 1986 and 17 U.S.C. 117).

[55]In other words, even if a party is not liable for copyright infringement, that party may still be liable for breach of contract. As such, State law would apply to the contract claim to the extent that State law is not pre-empted by Federal copyright law.

[56]See previous note.

[57]Regarding so-called "shrink wrap" license agreements, compare ProCD v. Zeidenberg, 86 F.3d 1447, 1449 (7th Cir. 1996) (enforcing shrink-wrap licenses), with Step-Saver Data Sys., Inc. v. Wyse Tech., 939 F.2d 91, 93, 99 (3rd Cir. 1991)(invalidating shrink-wrap licenses under the UCC).

[58]The Association of Research Libraries (ARL) provides guidelines for negotiating license agreements for computer software, available at http://www.arl.org/scomm/licensing/index.html. See also, supra note 64 (discussing shrink-wrap license agreements).

[59]See generally 17 U.S.C. 108 (commonly referred to as the statutory exemption for libraries). See also Nimmer 8.03 (discussing the statutory exemption for libraries).

[60] Such a violation may be a breach of contract even if it is not a copyright violation.

[61] 17 U.S.C. 108(a)(1).

[62] Nimmer 8.03(A)(1).

[63] 17 U.S.C. 108(a)(2).

[64] 17 U.S.C. 108(a)(3).

[65] 17 U.S.C. 108(a)(3). See also Nimmer 8.03(D).

[66] 17 U.S.C. 108(i).

[67] 17 U.S.C. 108(b).

[68] 17 U.S.C. 108(b)(1).

[69] 17 U.S.C. 108(c).

[70] 17 U.S.C. 108(c).

[71]These guidelines are adapted from the American Library Association's Model Policy of 1986 (available at http://www.ifla.org/documents/infopol/copyright/ala-1.txt) (last accessed Oct. 17, 2005). This model policy was drafted by Mary Hutchings Reed and Debra Stanek. Mary Hutchings Reed is a partner in the law firm of Sidley & Austin, Chicago, and counsel to the American Library Association. Debra Stanek will graduate in June 1986 from the University of Chicago Law School. As of 2005, this Model Policy has not been incorporated into the copyright statute. See 17 U.S.C. 108. In particular, the current statutory library exemption does not extend to musical works, to pictorial, graphic or sculptural works, or to motion pictures or other audiovisual works, except that news-related audiovisual works may fall within the exemption. 17 U.S.C. 108(i).

[72]Id. (referring to the ALA's Model Policy of 1986).

[73] Id. (referring to the ALA's Model Policy of 1986).

[74] Id. (referring to the ALA's Model Policy of 1986).

[75] Id. (referring to the ALA's Model Policy of 1986).

[76] Id. (referring to the ALA's Model Policy of 1986).



[77] 17 U.S.C. 109(b)(2)(A).

[78] 37 CFR 210.24.

[79] 37 CFR 210.24.

[80] 37 CFR 210.24.

[81]See 17 U.S.C. 101 (extending copyright protection to any "original work of authorship" that is "fixed in a tangible medium of expression") in view of Fiest Publications v. Rural Telephone Service Co., 499 U.S. 340 (1991) (deeming that "originality" is the relevant standard for copyrightability, and dismissing the "sweat of the brow" test).

[82]See generally, 17 U.S.C. 110(2).

[83]Id.

[84]17 U.S.C. 110(2) (third paragraph after clause (10)).

[85] 17 U.S.C. 110(2)(C).

[86] See 17 U.S.C. 110(2).

[87] 17 U.S.C. 110(2)(C)(ii).

[88] 17 U.S.C. 110(2)(D)(ii).

[89] See 17 U.S.C. 110 (final paragraph).

[90] 17 U.S.C. 110(2)(D)(ii)(II).

[91] 17 U.S.C. 110(2)(D)(I).

[92]Id.

[93]See supra notes 44-51.

[94]See generally 17 U.S.C. 110(2) (commonly referred to as the TEACH Act).

[95] 17 U.S.C. 110(2).

[96] 17 U.S.C. 110(2).

[97] National Law Journal (Feb. 10, 2003) (available at http://www.goodwinprocter.com/publications/hildebrand_klosek_02_10_03.pdf)

[98] 17 U.S.C. 110(2).

[99] 17 U.S.C. 112(f)(1).

[100] 17 U.S.C. 110(2).

[101] 17 U.S.C. 110(2) (second paragraph after clause (10)).

[102] 17 U.S.C. 110(2).

[103] 17 U.S.C. 110(2) (second paragraph after clause (10)).

[104] 17 U.S.C. 112(b).

[105] See 17 U.S.C. 110(2).

[106] See 17 U.S.C. 110(2).

[107] See 17 U.S.C. 110(2).



[108] Id. (referring to “CONTU Guidelines on Photocopying Under Interlibrary Loan Arrangement”).

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| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | COMMUNITY SERVICE FOR THE MICHIGAN MERIT AWARD |
| Code | ag2575 |
| Status | |

2575 - **COMMUNITY SERVICE FOR THE MICHIGAN MERIT AWARD**

For purposes of Policy 2575, community service is service without pay to a non-profit organization or an individual or group in need of assistance. The service must be primarily for the benefit of others.

Students must complete forty (40) hours of community service during their high school career in order to meet the service requirements for the Michigan Merit Award. This service may begin after the last day of a student's eighth grade year, must be completed no later than June 30th of the year in which the student graduates, and must be completed in accordance with any additional timelines set by the Michigan Merit Award Board.

This service time will generally be completed outside school hours during evenings, weekends and vacation periods, including the summer. However some class, club or other activities performed during school hours may be acceptable. Any community service work done with the expectation of credit toward class requirements or graduation must have prior written approval from the principal.

~~**[ ]** A list of agencies within the District and surrounding communities may be made available from which a student may choose a placement, or upon approval, students may develop their own service project.~~

All community service work should be approved in advance and in writing by the program coordinator to assure eligibility as community service. Work done without advance approval is subject to review and decision by the principal as to appropriateness.

In the event the District does not certify the completion of the forty (40) hours, the principal or the student may seek to verify his/her hours through a third party certification directly to the Michigan Merit Award Board Office.

Categories of volunteer work which may meet community service requirements include, but are not limited to:

**[NOTE: Delete or add items to this list, or list specific agencies and opportunities, as appropriate for the District.]**

nursing home
hospital
hospice
helping disabled, shut in or limited mobility adults
helping disabled, shut in or limited mobility children
tutoring in your school
tutoring other students
tutoring an adult
office/clerical
social service agency
senior center
food pantry
mentoring a younger student
church
child care center
family services center
crisis counseling
clothing center
food packing center
soup kitchen

helping an individual in need
summer day camp
local recreation program

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| Book | Administrative Guideline Manual |
| Section | 2000 Program |
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2605 - **EVALUATION OF PROGRAM**

**PURPOSE**

Evaluation is essential to achieve adequately a desired learning outcome. Staff needs to be able to monitor a given situation in such a way that the District or a school has appropriate data about the current status on which to base decisions and actions. If the assessment is inadequate (for one of several reasons), it could lead to inappropriate actions and ultimately to lack of accomplishment of District goals and staff responsibilities.

Sequence of Tasks in Program Evaluation

Task 1 Clarify the outcomes and elements of the program to be evaluated.

Task 2 Describe program outcomes and elements as they should be.

Task 3 Determine the procedures for gathering needed information about current status of program outcomes and elements.

Task 4 Gather the data.

Task 5 Verify the accuracy and sufficiency of the data.

Task 6 Assess the programs by:

1. comparing the data (Task 4) with the standards (Task 2) to determine strengths and weaknesses;
2. determining relative significance of both strengths and weaknesses.

Task 7 Evaluate the program by judging its value or worth based on the assessment (Task 6).

PROGRAM EVALUATION CHECKLIST

When conducting an evaluation of a District program, use some or all of the following questions to 1.) determine what is to be evaluated (Task 1), 2.) determine standards (Task 2), and then 3.) obtain evidence about its effectiveness (Task 3):

A. ~~**RESULTS**~~

1. ~~( ) How proficiently are the participating students learning to perform the tasks in each component of the program?~~
2. ~~( ) How well are the participating students achieving each of the parts of the INTENDED LEARNING OUTCOME as demonstrated by their performance on the APPLICATION OF LEARNING TASKS?~~
3. ~~( ) What specific secondary gains (additional benefits) are being realized for the participating students? for other students? for teachers? for the school/district? etc.~~

4. ( ) What specific side effects (negative consequences) are realized for the participating students? for other students? for teachers? for the school/district? etc.

5. ( ) How well does the program comply with local, state, and Federal regulations, guidelines, policies, constraints, etc.?

B. **ATTITUDES**

1. ( ) To what extent do those who are directly involved in the program think it is a good program and want to continue being involved in it?

2. ( ) To what extent do those not directly involved in the program think it is a good program and should be continued?

C. **PROGRAM OPERATION**

1. ( ) How well do the needs assessment procedures work to efficiently identify the students who should be involved in the program?

2. ( ) How well is the organization and the scheduling of the program working to provide the participating students the opportunity to achieve program goals and meet other needs without inhibiting other students from achieving their learning goals and objectives?

3. ( ) How well is the staff able to fulfill the roles and responsibilities needed to develop and implement the program?

4. ( ) How well are the program planning procedures working to create a plan for learning that will achieve the Intended Learning Outcomes of the program?

5. ( ) How effective are the instructional procedures being used working to implement the curriculum and to facilitate the students' achievement of the program goals?

6. ( ) How adequate and appropriate are the facilities being used to implement the program effectively?

7. ( ) How adequate, appropriate, and available are the instructional resources needed to implement the program effectively?

8. ( ) How well is the information about the program and its participating students being communicated to those who need, want, and/or should have the information?

Criteria and standards for each selected program result and/or elements need to be decided, based on a determination of the amount and quality of those characteristics that either are essential for the program to be effective or are needed to satisfy people in the particular situation.

**ESTABLISHING CRITERIA AND STANDARDS**

The following are suggested procedures for establishing a set of criteria and standards for evaluating any District learning program.

A. ( ) Using the Program Evaluation Checklist above, identify the results and elements of the program which are of particular interest or concern.

B. ( ) Arrange the results and the elements in terms of relative importance and/or assign a weight to each.

C. ( ) For each element, identify CRITERIA by which that result or element should be assessed and evaluated.

(Criteria deal with qualities or characteristics, e.g. number of, adequacy of, etc. while standards indicate how much (many) is acceptable. For example, asking, "To what extent do those who are directly involved in the program think it is a good program and want to continue being involved in it?" would be a question related to the CRITERION of acceptability of the program. The STANDARD would be how many or what percentage of those in the program would have to want to continue in order for the acceptability or attitude toward the program to be "excellent", "good", or "poor".)

D. ( ) For each CRITERION, decide the STANDARDS for determining what number or level or degree will be used for the MALQ (Minimum Acceptable Level of Quality), generally judged as "poor but acceptable", and what will be the DLQ (Desired Level of Quality), generally judged to be "excellent". Anything in between can be rated by such terms as "fair", "good", "above average" etc.



E. ( ) For each CRITERION, develop a rating scale or some way of assigning a numerical value to varying degrees of that quality based on evidence or on opinion supported by evidence.

For examples of rating systems with criteria/standards, refer to AG 2252, Step Four and AG 2521, Section E.

**EVALUATION GUIDELINES**

Evaluation is a judgment about how "good" something is based on how well it meets particular standards.

If plans for evaluating a program are made when the program is planned, the task of evaluating is made considerably easier than if the evaluation plan is not developed about until after the program has been planned and/or implemented.

The following are some suggested guidelines regarding evaluation:

A. ( ) Decide, well in advance of any reporting, what will be evaluated, who will be asked to evaluate, when the program will be evaluated, and on what basis.

B. ( ) Be sure that everyone involved in the evaluation is clear about the criteria and standards and what will be considered evidence on which to base a rating on each criterion.

C. ( ) Devise checklists, forms, etc. which make it easy for people to keep track of data related to each criterion.

D. ( ) Do not formally assess and evaluate a program until there is evidence of results. In a learning program, nothing else – attitudes, teaching procedures, etc. – should be judged except in terms of how each helps to produce the learning results. Also, do not keep changing the program until there is evidence of results. Let the program produce results and then assess them and key program elements. After the assessment/evaluation is completed, changes can be made to:

1. maintain and/or improve learning outcomes and other results;
2. improve elements of the program;
3. maintain/increase secondary gains;
4. decrease or eliminate side effects.

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Last Modified by Debbie Scott on November 18, 2021

| | |
|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | TESTING PROGRAM |
| Code | ag2623 |
| Status | |
| Adopted | October 8, 2018 |

2623 - **TESTING PROGRAM**

Purpose of Testing
Testing, like any other element of the District's program, should have a definite purpose related to District goals. No test should be given without first defining its purpose and determining how the results will be used.

SUGGESTED PURPOSES FOR VARIOUS TESTS

A. **Achievement Tests**

1. **(X )** to measure a student's progress in achieving District learning outcomes
2. **(X )** to help determine student learning strengths and weaknesses and/or diagnose their causes
3. **( )** to help assess the effectiveness of a school's or the District's program and/or identify/diagnose educational strengths and weaknesses
4. **(X )** to aid in evaluating curriculum and/or instructional strategies and resources

B. **Intelligence Tests**

1. **(X )** to measure a student's mental ability as defined by the tests
2. **(X )** to assist in determining eligibility for special programs

C. **Basic Skills Tests**

1. **(X )** to help determine the extent to which a student can perform tasks associated with functional literacy
2. **(X )** to aid in diagnosing problems with literacy task-skills and in providing for appropriate remediation

D. **Readiness Tests**

**[X ]** to help determine the appropriate time for a student to begin a learning program

E. **Vocational Interest/Aptitude Tests**

1. **(x )** to help determine a student's interests or aptitudes for comparison with those related to particular vocational fields
2. **(X )** to assist in the vocational counseling of a student



Uses of Test Results

The purpose for giving a test is to use the results to improve learning and to communicate with those concerned about how well a student or group of students are learning.

Item Analysis

If test results are to be used effectively, an analysis of the test items usually should be the first step. Such an analysis makes it easier to determine where students are strong and where the weaknesses are so that instruction can be focused accordingly. A proper analysis should provide the kind of knowledge that will not only aid in designing appropriate learning activities but in producing a more reliable assessment and more useful communication to both students and their parents.

Retesting of Students

A student may retake State-required tests in accordance with statute and applicable State guidelines.

A student with disabilities shall be provided accommodations necessary for him/her to take the State required test. The decision as to what constitutes appropriate and acceptable accommodation will be determined by the student's I.E.P.C., 504 Team, or others responsible for the student's educational program.

Nonspecial-education students with learning disabilities, 504 disabilities, and/or other learning-related difficulties who are not receiving acceptable scores on the 4th grade or 7th grade State required reading tests are to receive special assistance designed to bring their reading skill up to grade level within twelve (12) months.

Curriculum and Instruction

Administrators will be responsible for ensuring that test results are used by the staff to both refine the curriculum and improve instructional strategies and resources. To aid in this process, in-service programs may be necessary to strengthen understanding of how different kinds of tests are designed, how to judge reliability and validity, and how to use test information to diagnose and remediate.

Counseling

Administrators should ensure that teachers and counselors are working cooperatively by sharing information derived from the testing program. The counselors should be using test results and analyses to help students (and their parents) develop a realistic and valid view of their current achievement levels and design and follow through on plans related to both their school and vocational careers. Teachers should also be aware of these plans to help support such plans in the classroom.

Communication with Parents

As one of the important partners in the educative process, it is essential that parents be kept properly informed of test results, particularly those that relate directly to academic achievement. In communicating with parents, particularly with regard to standardized tests, the following guidelines should be observed:

A. **(X )** Test results should be provided in context, that is, with the purpose of the test(s) clearly stated and the student's measurement compared to standards.

B. **(X )** Make sure parents are aware of the relationship between the test's purpose and the goals of the particular program of which the test is a part.

C. **(X )** Communicate what the test is designed to measure as well as what it does not attempt to measure.

D. **(X )** Share the norms, if applicable, and how such norms or standards have been created.

E. **(X )** Seek questions, provide or obtain reliable answers, and, if the parent is not satisfied with the answer(s), refer the question to the next level of authority.

Use in Remediation and Promotion/Retention

A. **(X )** Intervention shall be provided to all students who do not meet the minimum standards of proficiency as measured by each of the State required tests as well as achievement tests.

B. **(X )** Test results will be used by all classroom teachers to assist in identifying and implementing instruction appropriate to the needs of students who do not meet the identified competency standards.

C. **(X )** Test results may be used by teachers, administrators, and guidance personnel as a factor in promotion and graduation decisions but shall not be the sole factor in determining promotion or graduation.

D. **(X )** Intervention shall continue until eligible students attain minimum proficiency as measured by the State required test.

E. **(X )** Special area teachers shall assist regular classroom teachers in identification of individual student competency needs and in accommodating instruction to the intervention needs of identified students.

F. **(X )** Textbooks and other instructional materials appropriate to the intervention needs of students should be identified and correlated to the adopted courses of study.

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Last Modified by Debbie Scott on November 18, 2021

| | |
|---|---|
| Book | Administrative Guideline Manual |
| Section | 2000 Program |
| Title | THIRD GRADE READING ASSESSMENT |
| Code | ag2623.01 |
| Status | |

2623.01 - **THIRD GRADE READING ASSESSMENT**

Responsibilities of the Board

The Board of Education is dedicated to providing its students with the necessary tools to achieve a score of at least proficient in English language arts on the grade 3 State assessment. In furtherance of this goal, the District will do as follows:

Beginning in the 2017-2018 school year, **(X )** the Superintendent **( )** the Board **( )** the _____, will select a valid and reliable screening, formative, and diagnostic reading assessment system from those approved by the Michigan Department of Education.

Implementation of the Assessment System
Beginning in the 2017-2018 school year, the District will utilize this assessment system in kindergarten to third grade to screen and diagnose difficulties, inform instruction and intervention needs, and assess progress toward a growth target. Each student's progress will be assessed at least three (3) times each school year, with the first assessment occurring within the first thirty (30) days after classes began.

Identification of Deficiency
If a student in kindergarten through third grade exhibits a reading deficiency at any time, the District will provide an Individual Reading Improvement Plan (Plan) for that student within thirty (30) days after a deficiency is identified. A reading deficiency exists if the student scores below grade level or is determined to be at risk of reading failure based on a screening assessment, diagnostic assessment, standardized summative assessment or progress monitoring.

The Plan will be created by the student's teacher, school principal, and parents (or legal guardians), as well as by other pertinent school personnel. The Plan will describe the reading intervention services the student will receive to remedy the reading deficit. Then, the school would provide intensive reading intervention for each student, in accord with the individual reading improvement plan until the student no longer had a reading deficiency. The District will also provide written notice to the parents (or legal guardian), and provide tools to assist the parents to engage in intervention and to address or correct any barrier at home.

Professional Development
Beginning in the 2017-2018 school year, the **( )** school principal **(X )** chief administrator shall:

A. target specific areas of professional development based on the reading development needs data for incoming students, for each teacher in kindergarten through third grade;

B. differentiate and intensify professional development for such teachers based on data gathered by monitoring teacher progress in improving student proficiency rates;

C. establish a collaborative system within the school to improve reading proficiency rates in kindergarten to third grade;

D. ensure that time is provided for teachers to meet for professional development.

The District shall also utilize, at least, early literacy coaches provided by the intermediate school district (ISD).

Reading Intervention Programs

Beginning in the 2017-2018 school year, the District shall provide reading intervention programs for students in kindergarten through third grade intended to ensure that students are proficient readers by the end of third grade.

For students who exhibit reading deficiencies, these programs shall include all of the following:

A. intervention based on screening and diagnostic tools

B. intervention that identifies and addresses the student's reading deficiencies

C. screening and monitoring progress at least three (3) times each year

D. evidence-based core reading instruction that is comprehensive and meets the majority of the general education classroom needs

E. reading intervention that, at a minimum, allows the student to read at grade level, including intensive development in the five (5) major reading components-phonemic awareness, phonics, fluency, vocabulary, and comprehension; is systematic, explicit, multisensory, and sequential; and is implemented during regular school hours in addition to regular classroom reading instruction

F. a "Read at Home" plan for parents, legal guardians, or other providers of care for the student with a reading deficiency, including participation in parent, guardian, or care provider training workshops and regular home reading

G. documentation of the efforts by the student's school to engage parents and legal guardians, and whether those efforts were successful

H. documentation of any dissenting opinions expressed by school personnel or a parent or guardian concerning the individual reading improvement plan

If a third grade student who exhibits a reading deficiency as determined by the student's teacher through the diagnostic reading system selected by the District, the student shall receive reading intervention programs intended to correct the identified area(s) of deficiency. This program shall include all of the following:

A. be evidence-based with proven results in accelerating achievement within a single school year

B. more dedicated time to reading

C. daily targeted small-group and one-to-one reading intervention, including explicit and systematic instruction with more detailed and varied explanation, more extensive opportunities for guided practice, and more opportunities for error correction and feedback

D. frequent and ongoing progress monitoring assessments

E. supplemental evidence-based interventions delivered by a teacher, tutor or volunteer with specialized training provided before school, after school, or during school hours but outside of regular English language arts classroom time, or any combination of these

F. parental involvement through a "Read at Home" plan including training workshops (as described above)

G. documentation of the efforts by the student's school to engage parents and legal guardians, and whether those efforts were successful

H. documentation of any dissenting opinions expressed by school personnel or a parent or guardian concerning the individual reading improvement plan

English Language Learners

Beginning with the 2017-2018 school year, all students in kindergarten to third grade who are identified as English language learners by their teachers, or by the diagnostic reading assessment selected by the District, shall be provided with intervention services that include at least all of the following:

A. ongoing assessments that provide actionable data for teachers to use in interventions;

B. instruction in academic vocabulary;

C. instruction in the five (5) major reading components-phonemic awareness, phonics, fluency, vocabulary, and comprehension;

D. Common English language development strategies such as modeling, guided practice and comprehensive input.

[THE FOLLOWING OPTIONAL LANGUAGE IS BASED ON THE LEGISLATURE'S "ENCOURAGEMENT" TO PROVIDE FOR ENGLISH LANGUAGE LEARNERS IF THE DISTRICT HAS AVAILABLE STAFF RESOURCES]

[OPTION]

**[X ]** In addition, for those students identified as English language learners by their teachers or by the diagnostic reading assessment, the District will provide:

A. instruction in the student's native language, with withdrawal of that instruction as appropriate as the student improves English language skills; **[DRAFTING NOTE: A District is encouraged to provide this support for at least students whose native language is Spanish, Chinese, Hindi, Korean, or Arabic.]**

B. opportunities for speech production;

C. common English language development strategies such as modeling, guided practice and comprehensive input;

D. feedback for the student, including explanations in the native language.

[END OF OPTION]

[THE FOLLOWING OPTIONAL LANGUAGE IS "ENCOURAGED" BY THE LEGISLATURE]

[X ] Reading Summer Camps
The District will provide summer reading camps staffed with highly effective reading teachers for all students exhibiting a reading deficiency, as determined by a student's teacher through the diagnostic reading assessment system selected by the District.

[END OF OPTION]

Promotion to Fourth Grade

Beginning with students enrolled in the third grade during the 2019-2020 school year, the Superintendent will ensure that a student whose parent or guardian has been notified by the Center for Educational Performance and Information (CEPI) that the student is subject to being retained in the third grade due to a reading deficiency, and who does not fall under one (1) of the exceptions listed below, does not enroll in fourth grade 4 until one (1) of the following occurred:

A. the student achieves a reading score that is less than one (1) grade level behind on the State English language arts assessment

B. the student demonstrates a third grade reading level through performance on an alternative standardized reading assessment approved by the State Superintendent of Public Instruction

C. the student demonstrates a third grade reading level through a student portfolio, as evidenced by demonstrating competency in all third grade State English language arts standards through multiple work samples

New Student Reading Requirements

Beginning in the 2019-2020 school year, if a child younger than ten (10) years of age seeks to enroll in fourth grade with the District for the first time, the child may not be enrolled in the fourth grade in the District unless one (1) of the following occurs:

A. the student achieves a third grade reading score as determined by the department based on the reading portion of the third grade State English language arts assessment

B. the student demonstrates a third grade reading level through performance on an alternative standardized reading assessment approved by the State Superintendent of Public Instruction

C. the student demonstrates a third grade reading level through a student portfolio, as evidenced by demonstrating competency in all third grade State English language arts standards through multiple work samples

Other Means for Promotion to Fourth Grade

For new students described above and enrolled students who are being retained as described above, such students may still be promoted to fourth grade if s/he demonstrates both of the following that the student is proficient in:

A. all other subjects on the third grade State assessment other than English language arts as evidenced by the student's test scores

B. science and social studies, as shown through the student portfolio and determined by the third grade teacher who provided instruction to the student in science and social studies

[OPTIONAL LANGUAGE]

[X ] Notice to Parents that the Student Will be Retained

After the District receives notification from CEPI that a student is subject to retention in third grade, the District will notify the parent or guardian of this fact.

[END OF OPTION]

The parent or guardian of a student who receives notification from CEPI has a right to meet with school officials to discuss the retention requirements and standards and processes for a good cause exemption from the retention requirement. If the parent or guardian requests a meeting, the District will ensure that an appropriate school official is made available to participate in the meeting.

If a child/student is not enrolled in fourth grade at the beginning of a school year based on reading retention requirements, an appropriate school official will notify the student's parent (or legal guardian) of the proposed placement before placing the child in the fourth grade.

Reading Intervention Program for Struggling Readers in or After Third Grade

Students who do not advance to fourth grade due to a reading deficiency, students who must fulfill one (1) of the advancement criteria listed above before qualifying for advancement to fourth grade, students who receive a good cause exemption as described below, and students who are allowed to advance based on proficiency in other subjects, will all be provided with a reading intervention program that is intended to correct the student's reading deficiency, as identified by a valid and reliable assessment.

This program will include effective instructional strategies necessary to assist the student to become a successful reader, including all of the following features, as appropriate for the needs of the individual student:

A. assignment of the student to one (1) or more of the following:

1. a highly effective teacher of reading, as determined by the teacher evaluation system under Section 1249 of the Revised School Code

2. the highest evaluated grade 3 teacher in the school as determined by the teacher evaluation system

3. a reading specialist

B. reading programs that are evidence-based and have proven results in accelerating student reading achievement within the same school year

C. reading instruction and intervention for the majority of student contact time each day that incorporates opportunities to master the grade 4 State standards in other core academic areas

D. daily targeted small-group or one-to-one reading intervention that is based on student needs (determined by assessment data and reading deficiencies) that includes explicit and systematic instruction with more detailed and varied explanation, more extensive opportunities for guided practice, and more opportunities for error correction and feedback

E. administration of frequent and ongoing progress monitoring assessments to monitor student progress toward a growth target

F. supplemental evidence-based reading intervention delivered by a teacher or tutor with specialized reading training provided before, after, or during school but outside regular English language arts classroom time, or a combination of these

G. parental, guardian, and care provider involvement with a "Read at Home" plan including training workshops and regular home reading



"Good Cause" Exemption

The Superintendent may grant a "good cause" exemption, which would allow the student to advance to fourth grade even if the student does not otherwise satisfy the foregoing standards. A "good cause" exemption may be granted only according to the following procedures and only for one (1) of the following reasons:

A. the student has an individualized education program or Section 504 plan (based on Federal law), whose team decides to exempt the student from specified retention requirements based on the team's knowledge of the student

B. the student is a limited English proficient student who has had less than three (3) years of instruction in an English language learner program

C. the student has received intensive reading intervention for two (2) or more years but still demonstrates a deficiency in reading and was previously retained in kindergarten, first grade, second grade, or third grade

D. the student has been continuously enrolled in the District for less than two (2) years and there is evidence that the student was not provided with an appropriate individual reading improvement plan by the student's previous school

E. the student's parent or guardian has requested a "good cause" exemption, as described below, within the required time period and the **(X )** Superintendent **( )** _____ determines that the exemption is in the best interests of the student

Procedure for Obtaining a "Good Cause" Exemption

The **(X )** Superintendent shall only grant a good cause exemption if the following procedure is followed:

**(X )** At the request of a student's parent or legal guardian or upon a teacher's own initiative, the student's third grade teacher submits a recommendation for promotion to the fourth grade to the **(X )** Superintendent **( )** _____ along with documentation

**(X )** The **(X )** Superintendent **( )** _____ discusses the recommendation with the student's third grade teacher and individualized education program team, if applicable, and makes a determination, in writing, whether or not to recommend a "good cause" exemption. The decision is final.

Alternatively, a parent or guardian may make a request for a good cause exemption within thirty (30) days of the CEPI notification. If this occurs, the **(X )** Superintendent **( )** _____ will review the request and supporting information, determine whether the exemption is in the best interest of the student, and make a determination, in writing, whether or not to recommend the "good cause" exemption. The decision is final and must be made and communicated to the parent or guardian at least thirty (30) days before the first day of school.

Repeat Grade 3 Only Once

A student may not be required to repeat the third grade more than once due to a reading deficiency.

[OPTIONAL LANGUAGE TO INCLUDE IF DISTRICT CONSIDERS THIS MAY BE A POSSIBILITY]

[X ] Staffing

Beginning June 4, 2019, if the District cannot furnish the number of teachers needed to satisfy one (1) or more of the criteria set out above for a school year, by August 15th before the beginning of that school year, the District will develop a staffing plan for providing services and post the plan on its website. The plan will include at least: a description of the criteria that will be used to assign a student identified as not proficient in English language arts to a teacher; the credentials or training of all teachers at the school; and how the District will meet the requirements set out above.

[END OF OPTION]

Retention Reporting to CEPI
Beginning in 2020, by September 1st of each school year, the District will submit retention reports to CEPI, containing information on the number of students retained in the third grade for the reasons set out above and the number of students promoted to the fourth grade under each of the various good cause exemptions set out above.

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Hazel Park City School District
Enrollment Analysis
Effective Date: 12/09/2021
Printed: 12/9/2021 10:17 AM

| School | (All) |
|---|---|

| Count of Student | | Grade | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| School Code | Track | -2 | -1 | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 14 | AI | EA | PH | Grand Total |
| 01611 | 21/22 INVEST | | | | | | | | | | | | 60 | 86 | 87 | 75 | | | | | 308 |
| 01611 Total | | | | | | | | | | | | | 60 | 86 | 87 | 75 | | | | | 308 |
| 01616 | 21/22 HIGH SCHOOL | | | | | | | | | | | | 139 | 161 | 129 | 114 | | | | | 543 |
| 01616 Total | | | | | | | | | | | | | 139 | 161 | 129 | 114 | | | | | 543 |
| 01753 | 21/22 HOOVER | | | 47 | 53 | 42 | 42 | 44 | 42 | | | | | | | | | | | | 270 |
| | 21/22 HOOVER ELEM VVA | | | 1 | 2 | 3 | 2 | 4 | 3 | | | | | | | | | | | | 15 |
| 01753 Total | | | | 48 | 55 | 45 | 44 | 48 | 45 | | | | | | | | | | | | 285 |
| 02176 | 21/22 MICH CYBER ACD | | | | | | | | | | | | 87 | 77 | 102 | 76 | | | | | 342 |
| 02176 Total | | | | | | | | | | | | | 87 | 77 | 102 | 76 | | | | | 342 |
| 02399 | 21/22 ALL YR JARDON | | | 2 | 1 | 1 | | 2 | | 2 | 2 | 1 | | 1 | 1 | 1 | | | | 5 | 19 |
| | 21/22 JARDON | | | | | | | | | | | | | | | | 1 | | | 46 | 47 |
| 02399 Total | | | | 2 | 1 | 1 | | 2 | | 2 | 2 | 1 | | 1 | 1 | 1 | 1 | | | 51 | 66 |
| 02954 | 21/22 VIKING VIRTUAL | | | | | | | | | | | | 10 | 15 | 38 | 71 | | | | | 134 |
| 02954 Total | | | | | | | | | | | | | 10 | 15 | 38 | 71 | | | | | 134 |
| 04159 | 21/22 EDISON E | | | | | 1 | 1 | 2 | 3 | | | | | | | | | | | | 7 |
| | 21/22 EDISON H | | | | | | | | | | | | 7 | 5 | 10 | 5 | | | | | 27 |
| | 21/22 EDISON J | | | | | | | | | 5 | 2 | 7 | | | | | | | | | 14 |
| | 21/22 EDISON PH | | | | | | | | | | | | | | | | | | | 4 | 4 |
| 04159 Total | | | | | | 1 | 1 | 2 | 3 | 5 | 2 | 7 | 7 | 5 | 10 | 5 | | | | 4 | 52 |
| 04259 | 21/22 UNITED OAKS | | | 76 | 48 | 52 | 46 | 53 | 51 | | | | | | | | | | | | 326 |
| | 21/22 UNITED OAKS ELEM VVA | | | 1 | 1 | | 1 | 4 | 5 | | | | | | | | | | | | 12 |
| 04259 Total | | | | 77 | 49 | 52 | 47 | 57 | 56 | | | | | | | | | | | | 338 |
| 04422 | 21/22 WEBSTER CHILDHD | 17 | 70 | | | | | | | | | | | | | | | | | | 87 |
| | 21/22 WEBSTER ECSE/EA | 5 | 4 | | | | | | 1 | | 1 | | 1 | | 1 | | | 1 | 23 | | 37 |
| 04422 Total | | 22 | 74 | | | | | | 1 | | 1 | | 1 | | 1 | | | 1 | 23 | | 124 |
| 07829 | 21/22 ADVANTAGE | | | | | | | | | 1 | | 5 | 2 | 6 | 11 | 56 | | | | | 81 |
| | 21/22 ADVANTAGE E | | | | | | | | 1 | | | | | | | | | | | | 1 |
| | 21/22 ADVANTAGE VVA | | | | | | | | | | | | 2 | 8 | 22 | 128 | | | | | 160 |
| 07829 Total | | | | | | | | | 1 | 1 | | 5 | 4 | 14 | 33 | 184 | | | | | 242 |
| 09372 | 21/22 JHS VVA | | | | | | | | | 4 | 15 | 14 | | | | | | | | | 33 |
| | 21/22 JUNIOR HIGH | | | | | | | | | 141 | 137 | 147 | | | | | | | | | 425 |
| 09372 Total | | | | | | | | | | 145 | 152 | 161 | | | | | | | | | 458 |
| 09429 | 21/22 WEBB | | | 56 | 59 | 57 | 42 | 50 | 45 | | | | | | | | | | | | 309 |
| | 21/22 WEBB ELEM VVA | | | | 3 | 6 | 2 | 5 | 1 | | | | | | | | | | | | 17 |
| 09429 Total | | | | 56 | 62 | 63 | 44 | 55 | 46 | | | | | | | | | | | | 326 |
| Grand Total | | 22 | 74 | 183 | 167 | 162 | 136 | 164 | 152 | 153 | 157 | 174 | 308 | 359 | 401 | 526 | 1 | 1 | 23 | 55 | 3218 |

## Auditor's State Attendance Percentage Report

| Date | Student Count | # Absent | # Present | % Present |
|---|---|---|---|---|
| 63130 - Hazel Park City School District T 21/22 DISTRICT | | | | |
| 11/01/2021 | 2628 | 427 | 2201 | 83.75 |
| 11/02/2021 | 2667 | 35 | 2632 | 98.69 |
| 11/03/2021 | 2627 | 282 | 2345 | 89.27 |
| 11/04/2021 | 2625 | 344 | 2281 | 86.90 |
| 11/05/2021 | 2328 | 285 | 2043 | 87.76 |
| 11/08/2021 | 2655 | 289 | 2366 | 89.11 |
| 11/09/2021 | 2639 | 270 | 2369 | 89.77 |
| 11/10/2021 | 2638 | 281 | 2357 | 89.35 |
| 11/11/2021 | 2655 | 237 | 2418 | 91.07 |
| 11/12/2021 | 2291 | 327 | 1964 | 85.73 |
| 11/15/2021 | 2587 | 367 | 2220 | 85.81 |
| 11/16/2021 | 2604 | 334 | 2270 | 87.17 |
| 11/17/2021 | 2610 | 346 | 2264 | 86.74 |
| 11/18/2021 | 2627 | 345 | 2282 | 86.87 |
| 11/19/2021 | 2313 | 349 | 1964 | 84.91 |
| 11/22/2021 | 2631 | 360 | 2271 | 86.32 |
| 11/23/2021 | 2627 | 512 | 2115 | 80.51 |
| 11/24/2021 | 2245 | 21 | 2224 | 99.06 |
| 11/29/2021 | 2552 | 414 | 2138 | 83.78 |
| 11/30/2021 | 2547 | 403 | 2144 | 84.18 |
| 12/01/2021 | 2544 | 358 | 2186 | 85.93 |
| 12/06/2021 | 2561 | 474 | 2087 | 81.49 |
| 12/07/2021 | 2562 | 343 | 2219 | 86.61 |