

Board of Education Mary Gebara President, 2023-2024	Okemos Public Schools board@okemosk12.net http://okemosk12.net	4406 Okemos Road Okemos, Michigan 48864 Phone: 517-706-5010
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This agenda is for general informational purposes only. Based on board policy, the board of education may revise this agenda and may take up other issues at the meeting.

7:00 PM

**MEETING AGENDA
Monday, September 9, 2024**

Community Conference Rm

CALL TO ORDER

Tom Buffett, Katie Cavanaugh, Shulawn Doxie, Mary Gebara, Melanie Lynn, Andrew Phelps and Jayme Taylor

WELCOME AND MEETING FORMAT (2 Min)

Welcome to this regular meeting of the Okemos Board of Education held in public for the purpose of conducting the business of the school board.

There are two opportunities for public comment: Citizens who wish to address agenda or non-agenda items will have an opportunity at the beginning of the meeting, as well as near the end of the meeting. In-person individuals who wish to address the board must complete a blue form, located with the agendas near the room entrance, and present it to the board’s secretary prior to the start of the agenda item.

At the appropriate point in the agenda, the board president will call upon individuals who have submitted a blue card for their comments.

CITIZENS ADDRESS AGENDA AND NON-AGENDA ITEMS

At this time in the meeting, citizens have an opportunity to address the board regarding items of interest that that may or may not be part of the evening’s agenda. Citizens are required to limit comments to three minutes, except when this requirement is waived by the board president during the meeting. A designated timekeeper will communicate to the individual who is addressing the board at three minutes. The board highly values public comment and input; however, the board meeting format is designed to facilitate the evening’s agenda and, therefore, restricts board members from engaging in conversation with speakers or immediately responding to questions. Questions and concerns may be addressed by the board later in the agenda and may be assigned for follow-up by the board or superintendent at a later date.

SUPERINTENDENT REPORTS/REQUESTS (10 Min)

The superintendent will highlight events and issues of interest and take questions from the board.

BOARD REPORTS/REQUESTS (10 Min)

The board will acknowledge receipt of correspondence.

Individual board members may highlight other events and issues of interest and request follow-up on other matters of concern.

ACTION ITEMS

Within Action Items, there is a Consent Agenda to expedite the business of the board which groups a number of items together to be dealt with by one action of the board. However, items in the consent agenda may be extracted by individual board member request for further discussion or clarification.

CONSENT AGENDA (5 Min)

In an effort to expedite the business of the board of education, but in no way meant to diminish the importance of each item, a Consent Agenda has been developed.

That the board approve items 1 through 3 for immediate implementation and appropriate action.
Item 1: Approval of the minutes of the Special Meeting of August 12, 2024; Item 2: Approval of the minutes of the Special Meeting of August 26, 2024; and Item 3: Approval of the minutes of the Executive Session Meeting of August 26, 2024.

OTHER ACTION ITEMS

The Other Action Items require additional discussion prior to board action.

Certification of Winter Tax

Tax bills are sent out by Meridian and Alaiedon townships and the City of Lansing twice a year: half for summer taxes and the balance for the winter tax. Williamstown Township collects school taxes during the winter only.

That the board certify the following winter tax rates for collection on behalf of Okemos Public Schools from Meridian Township, Alaiedon Township, and the City of Lansing of 9 mills non-homestead, 3.5 mills debt, and .4925 sinking fund mills; and from Williamstown Township of 18 mills non-homestead, 7 mills debt, and .9850 sinking fund mills. (Roll Call Vote).

Employment - Certified

The hiring of all certified employees must be approved by the board of education; employment of support staff shall be in accordance with school district policy.

That the board approve the employment of Sarah Simons, Counselor at Bennett Woods and Central Montessori Elementary Schools, effective September 9, 2024 in accordance with sections 1230 (2) and 1230 a (2) of the Revised School Code conditioned upon receipt of acceptable criminal history checks and criminal records checks.

Board Policy First Reading

As part of the Thrun Law Policy Service, updated and new policies were provided. The policy committee is submitting several policies that have been reviewed and/or revised:

3115-Nondiscrimination and Retaliation

3115 A - Definitions

3115 B- Designation of Coordinators

3115 C- Supportive Measures

3115 D - Informal Resolution

3115 E -Grievance Procedure and Remedies

3115 F - Complaint Dismissal and Appeals

3115 G- Additional Requirements to Prevent and Address Pregnancy Discrimination

3115 H- Training Requirements, Record Keeping and Policy Notice

3118 Nondiscrimination Covenant in Contracts with the District

4105B Religious Workplace Accommodations for Employees and Applicants

4229 Acceptable Use of Generative Artificial Intelligence

5202 Unlawful Discrimination, Harassment, and Retaliation Against Students

5206 Student Discipline

5206B Student Discipline - Students with Disabilities

5206D Student Discipline - Enrollment Following Misconduct at Another Public or Nonpublic School

5208.01 Acceptable Use of Generative Artificial Intelligence

5715 Student Oral Health Assessment

Policies given first reading by the board are posted on the district website for thirty days for public review. Policies not given first reading are returned to the committee for further review and editing.

That the board waive the reading and adopt first reading of board policies 3115-Nondiscrimination and Retaliation 3115 A - Definitions 3115 B- Designation of Coordinators 3115 C- Supportive Measures 3115 D - Informal Resolution 3115 E -Grievance Procedure and Remedies 3115 F -

Complaint Dismissal and Appeals 3115 G- Additional Requirements to Prevent and Address Pregnancy Discrimination 3115 H- Training Requirements, Record Keeping and Policy Notice 3118 Nondiscrimination Covenant in Contracts with the District 4105B Religious Workplace Accommodations for Employees and Applicants 4229 Acceptable Use of Generative Artificial Intelligence 5202 Unlawful Discrimination, Harassment, and Retaliation Against Students 5206 Student Discipline 5206B Student Discipline - Students with Disabilities 5206D Student Discipline - Enrollment Following Misconduct at Another Public or Nonpublic School 5208.01 Acceptable Use of Generative Artificial Intelligence 5715 Student Oral Health Assessment.

Student Trip

OHS Choir Director Jessica Nieuwkoop presented information regarding a choir student trip to New York City, proposed for February 13 - 16, 2025 at the August 26th meeting.

That the board endorse the OHS Choir trip to New York City proposed for February 13th through 16th, 2025 with the understanding that students will abide by all school policies and procedures.

DISCUSSION ITEMS

Discussion items are intended to provide an opportunity for review of material and interaction concerning the individual items. Action is not taken during the board meeting. Discussion items may be acted upon by the Board of Education at a later date. The board president may move a discussion item forward in the meeting agenda to facilitate timely discussion and/or community input on that discussion item.

MASB Delegates

The board will discuss the MASB Fall conference for the purpose of determining the representatives to the delegate assembly and who will attend.

Board Retreat Planning

The board will discuss survey results as they pertain to the upcoming board retreat to inform priorities and agenda items.

COMMENTS FROM THE PUBLIC

At this time in the meeting, citizens have an opportunity to address the board regarding any item(s) of interest. Individual comments at this time will be limited to three minutes but may be extended at the discretion of the board president. A designated timekeeper will communicate to the individual who is addressing the board at three minutes. The board highly values public comment; however, our meeting format does not allow the board to engage in conversation with speakers. Questions or concerns may be assigned for follow-up by the board or the administration at a later date.

OTHER MATTERS (5 Min)

ADJOURN

Series 3000: Operations, Finance, and Property

3100 General Operations

3115 *Nondiscrimination and Retaliation*

The District does not discriminate on the basis of race, color, national origin, religion, sex (including pregnancy, gender identity, or sexual orientation), marital status, disability, or any other legally prohibited basis in admission or access to District programs and activities.

- A. Employee complaints of unlawful discrimination (including harassment) and unlawful retaliation are governed by Policy 4104. Employee complaints of Title IX sexual harassment are governed by Policy 3118.
- B. Student complaints of unlawful discrimination (including harassment) and unlawful retaliation are governed by Policy 5202. Student complaints of Title IX sexual harassment are governed by Policy 3118.
- C. A contractor, volunteer, visitor, employee acting outside the scope of employment, or other non-student who believes he or she has been the subject of, or is otherwise aware of, unlawful discrimination (including harassment) or unlawful retaliation must timely file a good faith complaint alleging unlawful discrimination (including harassment) or unlawful retaliation using Form 4104-F with the Superintendent or, if a complaint is against the Superintendent, with the Board President. A complaint of unlawful discrimination (including harassment) or unlawful retaliation will be promptly and thoroughly investigated. The Superintendent or Board President will forward the complaint to one of the following, as applicable:
 1. Title IX Coordinator;
 2. Section 504 Coordinator; or
 3. Civil Rights Coordinator.
- D. Any person may also contact the Office for Civil Rights, U.S. Department of Education ("OCR"), by email at OCR.Cleveland@ed.gov, by telephone at (216) 522-4970, or by fax at (216) 522-2573 regarding compliance with the regulations implementing Title VI, Title IX, Section 504, or any other applicable laws for which OCR has jurisdiction.
- E. A contract to which the District is a party shall be read to include a covenant by the contractor and its subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, national origin, religion, sex (including pregnancy, gender identity, or sexual orientation), age, height, weight, and marital status.

Legal authority: 20 USC 1681 et seq.; 29 USC 701 et seq.; 38 USC 4301-4335; 42 USC § 2000d et seq., 42 USC 12101 et seq.; Const 1963, art 1, § 26; MCL37.1101 et seq., 37.2101 et seq., 37.2209

Date adopted: July 1, 2024

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3115A Definitions for 3115 Series

- A. The following definitions apply to policies 3115-3115H, 4101, 4102, and 5202, which address non-discrimination, anti-harassment, and non-retaliation:
1. "Appeals Officer" means a person who is designated to hear a determination appeal, a dismissal appeal, or a challenge to a Supportive Measures decision. The Appeals Officer must be a District employee and may not be the same person as the Coordinator, Decisionmaker, Investigator, or Informal Resolution Facilitator.
 2. "Complainant" means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination and who was participating or attempting to participate in the District's education program or activity at the time of the alleged Unlawful Discrimination.
 3. "Complaint" means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Unlawful Discrimination.
 4. "Consent" means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or romantic relationships between students and District employees, volunteers, or contractors, regardless of age or consent, are prohibited.
 5. "Coordinator" means the person(s) designated by the District to coordinate the District's compliance with state and federal non-discrimination laws. The Coordinator may be the same person as the Investigator and Decisionmaker.
 6. "Day" means a day that the District's central office is open for business, unless otherwise indicated.
 7. "Decisionmaker" means the person designated to issue a determination as to whether Unlawful Discrimination occurred. The Decisionmaker may be the same person as the Coordinator and Investigator.

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

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

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

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

B. Examples of Unlawful Harassment

Unlawful harassment may include, but is not limited to:

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

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

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

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

a. *Quid Pro Quo Harassment*

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

b. *Hostile Environment Harassment*

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

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

c. *Specific Offenses*

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

- iii. "Domestic violence" means felony or misdemeanor crimes committed by a person who: (i) is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the District, or a person similarly situated to a spouse of the victim; (ii) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (iii) shares a child in common with the victim; or (iv) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.
- iv. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (i) fear for the person's safety or the safety of others; or (ii) suffer substantial emotional distress.

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

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3115B Designation of Coordinators

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

Designated Title IX Coordinator
Mario Martinez
Director of Human Resources
4406 N. Okemos Rd.
Okemos, MI 48864
(517) 706-5006
mario.martinez@okemosk12.net

Stacy Bailey, Assistant Superintendent - Curriculum & Instruction
4406 N. Okemos Rd.
Okemos, MI 48864
(517) 706-5007
stacy.bailey@okemosk12.net

Designated Section 504 Coordinator
Heather Priccot - Director of Special Education
4406 N. Okemos Rd.
Okemos, MI 48864
517-706-4829
heather.pricco@okemosk12.net

Designated Civil Rights Coordinator/Employment Compliance Officer
Mario Martinez
Director of Human Resources
4406 N. Okemos Rd.
Okemos, MI 48864
(517) 706-5006
mario.martinez@okemosk12.net

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

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq.,

12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.;
MCL 37.1101 et seq., 37.2101 et seq.

Date adopted:

Date revised:

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3115C Supportive Measures

A. Supportive Measures

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

Supportive Measures must not unreasonably burden any Party.

1. Examples of Supportive Measures

Supportive Measures may include, but are not limited to:

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

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

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

B. Challenging Supportive Measures

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

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

C. Students with Disabilities

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

Legal authority: 34 CFR 106.1 et seq.

Date adopted:

Date revised:

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3115D *Informal Resolution*

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

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

Legal authority: 34 CFR 106.44

Date adopted:

Date revised:

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3115E *Grievance Procedure and Remedies*

A. Grievance Procedure

1. Generally

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

The District will treat Complainants and Respondents equitably.

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

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

a. **Grievance Procedure Stages and Timeframes:** The District has established the following stages and, where applicable, timeframes for the Grievance Procedure:

i. Evaluation

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

ii. Investigation

If the Complaint proceeds to the Investigation phase, the Coordinator will appoint an Investigator to conduct the investigation and provide notice of the allegations. The Coordinator may serve as the Investigator. For Title IX Sex Discrimination Complaints, the notice of allegations will be provided within 5 days. For Title IX Sex Discrimination Complaints, the Investigator will endeavor to complete the investigation within 60 days.

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

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

iv. Decision

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

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

v. Appeal Decision

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

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

2. Confidentiality

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

3. Evidence Considerations

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

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

4. Complaint Consolidation

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

5. Notice of Allegations

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

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

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

6. Investigation

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

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

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

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

7. Title IX Sex Discrimination Specific Evidence Rules

- a. Access to Evidence: For allegations of Title IX Sex Discrimination, the District will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of Title IX Sex Discrimination and not otherwise impermissible, in the following manner:
 - i. The Investigator will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the Investigator provides a description of the evidence, the Investigator will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;
 - ii. The Investigator will provide a reasonable opportunity to respond to the evidence or the accurate description of the evidence; and
 - iii. The District will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the Grievance Procedure. Disclosure of such information and evidence for purposes of administrative proceedings or litigation related to the Title IX Sex Discrimination Complaint is authorized.
- b. Impermissible Evidence: The following types of evidence, and questions seeking that evidence, are impermissible regardless of whether they are relevant:
 - i. Evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege is owed has voluntarily waived the privilege or confidentiality;
 - ii. A Party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the Party or witness, unless the District obtains that Party's or witness's voluntary, written consent for use in the Grievance Procedure; and
 - iii. Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct or is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's

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

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

8. Determination

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

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

9. Remedies

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

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

10. False Statements

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

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

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

Date adopted:

Date revised:



Series 3000: Operations, Finance, and Property

3100 General Operations

3115F *Complaint Dismissal and Appeals*

A. Complaint Dismissal

The District may dismiss a Complaint if:

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

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

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

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

B. Complaint Dismissal Appeal – Title IX Sex Discrimination Only

1. Complaint dismissals may be appealed within 5 days of receipt on the following bases:
 - a. Procedural irregularity that would change the outcome;
 - b. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
 - c. The Title IX Coordinator, Investigator, or Decisionmaker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome.
2. If the dismissal is appealed, the District will:
 - a. Notify the Parties of any appeal, including notice of the allegations, if notice was not previously provided to the Respondent;
 - b. Implement appeal procedures equally for the Parties;
 - c. Ensure that the Appeals Officer did not take part in an investigation of the allegations or dismissal of the Complaint;
 - d. Ensure that the Appeals Officer has been trained consistent with the applicable federal regulations;
 - e. Provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
 - f. Notify the Parties of the result of the appeal and the rationale for the result.

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

C. Determination Appeal Procedure – Title IX Sex Discrimination Complaints Only

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

D. Determination Appeal Procedures – Other Complaints

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

Legal authority: 34 CFR 106.1, et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3115G Additional Requirements to Prevent and Address Pregnancy Discrimination

A. Pregnancy or Related Conditions

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

1. Comparable Treatment to Other Medical Conditions

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

2. Lactation Time and Space

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

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

3. Student Pregnancy or Related Conditions Additional Requirements

a. Employee Obligations

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

b. Title IX Coordinator Obligations



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

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

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

Legal authority: 34 CFR 106.40

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3115H Training Requirements, Recordkeeping, and Policy Notice

A. Title IX Training Requirements

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

1. All Employees

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

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

2. Key Role Training

- a. All Key Roles: Any individual who serves in a Key Role under Title IX must be trained upon hire, when Key Role duties change, and annually thereafter on:
 - i. All training requirements applicable to all employees;
 - ii. The District's obligations in responding to allegations of sex discrimination;
 - iii. The District's Grievance Procedure;
 - iv. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
 - v. The meaning and application of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance.
- b. Informal Resolution Facilitator

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

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

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

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

B. Other Coordinator Training Requirements

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

C. Record Keeping

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

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

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

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

D. Nondiscrimination Notice Requirement

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

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

Date adopted:

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Series 3000: Operations, Finance, and Property

3100 General Operations

3118 *Nondiscrimination Covenant in Contracts with the District*

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

Legal authority: MCL 37.1101 et seq., 37.2101 et seq., 37.2209

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4105B Religious Workplace Accommodations for Employees and Applicants

The District complies with Title VII and state and local laws that prohibit discrimination in employment against employees or applicants for employment based on religion. The District will reasonably accommodate sincerely held religious beliefs, practices, and observances of employees and applicants for employment absent an undue hardship.

An employee or applicant for employment who requests a reasonable accommodation based on religion must promptly inform the Superintendent or designee. Upon receipt of an accommodation request, the District will meet with the employee or applicant to consider reasonable accommodation options consistent with Title VII. Reasonable accommodation requests that do not pose an undue hardship will be considered.

After considering the requested accommodation and other relevant information, the District will, as appropriate, implement reasonable accommodations that do not pose an undue hardship (as defined by law). The District is not obligated to adopt the applicant's or employee's specific accommodation request.

The District may engage or re-engage in accommodation discussions, as necessary.

An applicant or employee who believes they have been discriminated against under this Policy must promptly file a complaint using the Employment Complaint Procedure in Policy 4104.

Legal authority: 42 USC 2000e, et seq.; *Groff v DeJoy*, 143 S Ct 646 (2023)

Date adopted:

Date revised:

Series 4000: District Employment

4200 Employee Conduct and Ethics

4229 *Acceptable Use of Generative Artificial Intelligence*

Employees may use Generative Artificial Intelligence (“Generative AI”) in the school setting in compliance with this Policy and applicable law.

A. Definitions

1. “Generative AI” means the class of AI models that emulate the structure and characteristics of input data in order to generate derived synthetic content. This may include images, videos, audio, text, and other digital content.
2. “AI System” means any data system, software, hardware, application, tool, or utility that operates in whole or in part using AI.

B. Acceptable Use

Employee use of Generative AI must be appropriate for the educational environment and in compliance with all applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act, the Individuals with Disabilities Education Act, and the Children’s Internet Protection Act. Employees must also comply with applicable Board Policies when using Generative AI, including, but not limited to, policies on District technology and acceptable use, copyright protection, student records, unlawful harassment, discrimination, and employee ethics.

Employees must thoroughly review AI-generated material to ensure accuracy, relevance, and appropriateness. Employees may not rely solely on Generative AI to deliver instructional or work-related material. Employee use of Generative AI in the classroom must align with the Board-approved curriculum.

C. Training

Employees may receive training on the legal and ethical use of Generative AI and its integration into the curriculum.

D. Violations

Violations of this policy may result in disciplinary action, up to and including discharge.

Legal Authority: 20 USC 1232g; 20 USC 1400 et seq.; 34 CFR 99; 47 CFR 54.520; 88 Fed Reg 75191 (October 30, 2023)

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5202 Unlawful Discrimination, Harassment, and Retaliation Against Students

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

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

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

A. Student Handbooks

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

B. Reporting Requirements

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

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

Any student who witnesses an act of Unlawful Discrimination is encouraged to report it to District personnel. No student will be retaliated against based on any report of suspected Unlawful Discrimination. A student may also anonymously report an incident of Unlawful Discrimination. The District will investigate anonymous reports to the extent possible pursuant to Policies 3115-3115H. Minor students do not need Parent permission to file a Complaint or participate in the Grievance Procedure described in Policies 3115-3115H.

C. Office for Civil Rights

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

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

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

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

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Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5206 *Student Discipline*

A. Student Discipline - Generally

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

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

B. Applicability

This Policy applies to student conduct that occurs:

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

C. Student Code of Conduct

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

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

D. Definitions

For purposes of this Policy:

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

E. Restorative Practices

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

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

F. Discretionary Suspension or Expulsion

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

1. Building Administrators - 10 or fewer days

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

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

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

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

2. Superintendent and Assistant Superintendent- Less than 60 school days

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

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

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

3. Board - Suspension or Expulsion

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

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

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

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

G. Criminal Sexual Conduct – Discretionary Suspension or Expulsion

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

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

H. Mandatory Suspension or Expulsion

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

1. Possession of a Dangerous Weapon

a. Possession of a Firearm

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

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

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

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

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

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

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

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

c. Applicable Definitions for Dangerous Weapon Offense

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

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

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

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

"Destructive device" means (i) any explosive, incendiary, or poison gas (including a bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of



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

d. Additional Procedures for Dangerous Weapon Expulsion

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

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

2. Arson

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

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

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

3. Criminal Sexual Conduct

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

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

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

4. Physical Assault

a. Physical Assault Against Employee, Volunteer, or Contractor

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

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

Unless reinstated pursuant to Revised School Code Section 1311a(5), a student expelled by another district or public school academy for

physically assaulting an employee, volunteer, or contractor may not enroll in the District.

b. Physical Assault Against Another Student

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

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

c. Applicable Definitions for Physical Assault

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

5. Bomb Threat or Similar Threat

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

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

I. Victims of Alleged Sexual Assault

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

assault, or an incident for which school officials receive credible information that the student was sexually assaulted. This subsection does not apply if:

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

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

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

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

K. Educational Programming During Suspension or Expulsion

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

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

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5206B Student Discipline - Students with Disabilities

The District will follow all applicable state and federal laws related to disciplining students with disabilities. Students with disabilities are entitled to all due process protections afforded to other students pursuant to Policy 5206A. For students with disabilities, the additional procedures and protections in this Policy also apply.

A. Change of Placement

On the date on which the District decides to: (1) expel a student with a disability; (2) remove a student with a disability for more than 10 consecutive school days; (3) remove a student with a disability for more than 10 cumulative school days in the same school year if a pattern of removals exists; or (4) place a student with a disability in an interim alternative educational setting (explained below), the District will notify the student's Parent of that decision, will provide the Parent a copy of applicable procedural safeguards, and will conduct a manifestation determination review (MDR) within 10 school days.

B. Manifestation Determination Review

The MDR team, which includes the Parent and relevant members of the student's IEP or Section 504 Team, will determine whether the student's conduct was a manifestation of the student's disability.

1. Conduct Was a Manifestation

If the conduct was a manifestation of the student's disability, the District must immediately return the student to the placement from which the student was removed unless the Parent and the District agree to change the placement or the student is placed in an interim alternative educational setting for up to 45 school days (see section C).

For a student with an IEP, if the conduct was a manifestation of the student's disability, the District must either: (1) conduct a functional behavioral assessment (unless one was previously conducted) and implement a behavior intervention plan for the student; or (2) if a behavior intervention plan was already developed, review and modify the behavior intervention plan to address the conduct at issue.

If the conduct was a manifestation because the District failed to implement the student's IEP or 504 Plan, the District must take immediate steps to remedy the implementation failure.

2. Conduct Was Not a Manifestation

If the conduct was not a manifestation of the student's disability, the District may proceed with the suspension or expulsion by adhering to the due process requirements in Policy 5206A.

If the student has an IEP, the District must, as appropriate, conduct a functional behavioral assessment and develop a behavior intervention plan or other behavioral modifications for the student to prevent the behavior from recurring.

C. Interim Alternative Educational Setting ("IAES")

The District may remove a student with a disability who engages in any of the following conduct to an IAES for not more than 45 school days, even if the conduct is a manifestation of the student's disability:

1. carrying a weapon to or possessing a weapon at school, on school premises, or to or at a school function;
2. knowingly possessing or using illegal drugs, or selling or soliciting the sale of a controlled substance, while at school, on school premises, or at a school function; or
3. inflicting serious bodily injury upon another person while at school, on school premises, or at a school function.

For purposes of this section only, a "weapon" means a device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury. A "weapon" does not include a pocket knife with a blade of less than 2½ inches in length.

No student with a disability may be removed to an IAES without first receiving the due process rights afforded under Policy 5206A.

If the student has an IEP, the District must, as appropriate, conduct a functional behavioral assessment and develop a behavior intervention plan or other behavioral modifications for the student to prevent the behavior from continuing.

D. Dangerous Students

The District may remove a dangerous student from school as permitted by law. District administrators must follow all state and federal laws governing the removal of dangerous students with disabilities.

E. Services During Disciplinary Removal or IAES

A student who is eligible for services under the Individuals with Disabilities Education Act (IDEA) who is expelled or suspended for more than 10 school days during a school year or placed in a 45-school day IAES is entitled to receive programs and services, although in a setting other than the regular school setting, that are sufficient to enable the student to participate in the general

education curriculum and to progress toward meeting the goals contained in the student's IEP.

F. Students Not Yet IDEA Eligible

A student who is not currently identified as a student with a disability under the IDEA is entitled to the rights and procedures provided to students with disabilities if the District had knowledge that the student was a student with a disability before the misconduct occurred. The District is deemed to have knowledge that a student was a student with a disability only if: (1) the student's Parent expressed concern in writing to a school administrator that the student needed special education or related services; (2) the student's Parent requested a special education evaluation; or (3) the student's teacher or other District personnel expressed specific concerns about a pattern of behavior demonstrated by the student to the District's special education director or to other supervisory personnel. The District will not be deemed to have knowledge that the student was a student with a disability if: (1) the student's Parent refused to allow the District to evaluate the student; (2) the student's Parent refused special education for the student; or (3) the student was previously evaluated and determined to not be a student with a disability.

This Policy does not provide a comprehensive description of the disciplinary rights and procedures due to students with disabilities. District administrators must ensure that the rights of students with disabilities are protected and all procedures applicable to students with disabilities are followed as required by the IDEA, Section 504 of the Rehabilitation Act, state law, and Board Policy.

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

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5206D Student Discipline - Enrollment Following Misconduct at Another Public or Nonpublic School

To the extent permitted by law, the District may deny enrollment to a student who engaged in misconduct in another public or nonpublic school and who seeks to enroll in the District either: (1) before the previous school imposes disciplinary consequences for the misconduct; or (2) while the student is suspended or expelled from the previous public or nonpublic school. The Superintendent or designee must refer the student to the Board if, under the student code of conduct, the student's misconduct in the previous public or nonpublic school would result in a long-term suspension or expulsion from that institution and, in the Superintendent's or designee's opinion, the student's enrollment in the District would jeopardize the safety or welfare of the District or substantially disrupt District operations. The Board will hold a pre-enrollment hearing following the Superintendent's or designee's referral to consider whether the student may enroll and, if so, any conditions on enrollment. The Board will consider any information submitted by the Parent or student and the Superintendent in either support of or opposition to the student's enrollment.

This Policy does not apply to students seeking to enroll who are expelled for any of the following offenses:

- A. possession of a firearm or other dangerous weapon;
- B. arson;
- C. criminal sexual conduct pursuant to Policy 5206 H.3;
- D. physical assault on an employee, contractor, or volunteer if student is in grade 6 or above;
- E. physical assault of another student if student is in grade 6 or above; and
- F. a bomb threat or similar threat if student is in grade 6 or above.

Legal authority: MCL 380.11a, 380.1308-1310, 380.1310a, 380.1310c, 380.1310d, 380.1311, 380.1311a, 380.1312, 380.1313

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5200 Student Conduct and Discipline

5208.01 Acceptable Use of Generative Artificial Intelligence

Students may use Generative Artificial Intelligence (“Generative AI”) in the school setting in compliance with this Policy and applicable law.

A. Definitions

1. “Generative AI” means the class of AI models that emulate the structure and characteristics of input data in order to generate derived synthetic content. This may include images, videos, audio, text, and other digital content.
2. “AI System” means any data system, software, hardware, application, tool, or utility that operates in whole or in part using AI.

B. Acceptable Use

Students may use District-approved Generative AI Systems to complete coursework when expressly authorized by their teacher. Any AI-generated material must be thoroughly reviewed to ensure appropriateness and accuracy. Students should not share personally identifiable information on an AI System.

Student use of Generative AI must comply with Board Policy, including, but not limited to, technology and acceptable use, unlawful discrimination and harassment, anti-bullying, and the student code of conduct.

C. Violation

Students who violate this Policy are subject to corrective or disciplinary action, consistent with Policy and the student code of conduct. This may include loss of technology privileges.

Legal Authority: 88 Fed Reg 75191 (October 30, 2023)

Date adopted:

Date revised:

Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5715 Student Oral Health Assessment

For a student entering the District for the first time in kindergarten or grade 1, at the time of registration or not later than the first day of school, a Parent must provide the building principal or designee with:

- a Kindergarten Oral Health Assessment Form (MDHHS-6067) certifying that the student has received a dental oral assessment within 6 months before the date of registration;
- a written statement that the Parent will ensure that the student receives a dental oral assessment administered through the Kindergarten Oral Health Assessment (KOHA) Program; or
- a written statement that the requirement violates the Parent's personal religious beliefs.

The District will not exclude the student from attendance for failure to provide the required information.

The building principal or designee will maintain dental report records and provide an annual summary to the Michigan Department of Health and Human Services no later than November 1 of each year.

The District will provide the KOHA Form and information about the KOHA Program in its registration packets.

Legal Authority: MCL 333.9316; MCL 333.9311

Date adopted:

Date revised:

To the Okemos Public School Board of Education,

Thank you for your time and consideration for the OHS Choirs to travel to New York City from February 13th through the 16th. Having taken students to New York City (with the Owosso High School) I know how great of an experience this will be for them. The Okemos Performing Arts have a long standing tradition of performance travel and I am excited to continue that this year!

I have obtained and am including the 3 bids for the trip. They are from Bob Rogers Travel, WorldStrides and Educational Tours, Inc. The proposed itineraries are attached. From a financial, ease of use, and previous experience standpoint, I would like to choose Bob Rogers Travel. We are looking at taking one bus with 40 students and 10 chaperones (2 of which are OPS staff members) allowing us to have a 1:4 ratio of adults to students. Bob Rogers Travel also provides night time security in the hotel so our chaperones and staff can rest and the parents back home can have peace of mind that their students are as safe as possible when in the hotel.

In taking on the Big Apple our musicians will have the opportunity to watch two Broadway performances, seeing many of the skills we work on daily in action! We will also have the opportunity to participate in Broadway Classroom in which our students are able to work on music from one of the performances we saw with members of the cast of that show! We will be performing at St. Bartholomew's church, commonly called St. Bart's. It is an historic parish in Midtown Manhattan that has been designated a National Historical Landmark. Students will have the chance to visit and explore the 9/11 museum and surrounding grounds as well as experience the Museum of Broadway and Times Square.

I look forward to your approval to take the choir students to experience and perform in New York City! I am happy to answer any questions you may have.

Thank you again for your time,



Jessica A. Nieuwkoop

Director of Choirs

Okemos High School

Jessica.Nieuwkoop@OkemosK12.net

(517) 706-4945



OKEMOS HIGH SCHOOL CHOIR
JESSICA NIEUWKOOP – TRIP DIRECTOR
DESTINATION: NEW YORK CITY
TRAVEL DATES: FEBRUARY 13 – 16, 2025

SUGGESTED ITINERARY AS OF JUNE 11, 2024

Bob Rogers Travel Emergency Number – 800.373.1423
TBD, BRT Tour Director
Brian Rogers, Travel Consultant
Marybeth Coyne, Senior Travel Coordinator
Cardinal Motorcoach Company

THURSDAY, FEBRUARY 13

0 MEALS INCLUDED

- 6:00 AM Coach arrives for loading
7:00 AM Leave **OKEMOS HS** via one (1) privately chartered **56 – PASSENGER** motorcoach
2800 Jolly Road
Okemos, MI 48864
Phone: 517-706-4900
-11½ hours drive time with 2½ hours added for rest stops and meal stops (675 miles).
-Breakfast to be eaten prior to departure from the school or on the motorcoach.
-Lunch and dinner “on your own” en-route to New York City.
9:00 PM Arrive at **MARRIOTT COURTYARD LYNDHURST MEADOWLANDS** for check-in
1 Polito Avenue
Lyndhurst, NJ 07071
Phone: 201-896-6666

YOUR PROFESSIONAL BRT TOUR AND TRAVEL DIRECTOR WILL MEET YOU HERE

PRIVATE NIGHTTIME HOTEL SECURITY (1 GUARD) FROM 10:00 PM – 5:00 AM

FRIDAY, FEBRUARY 14

3 MEALS INCLUDED: B,L,D

- 7:30 AM **BREAKFAST** at the hotel
8:30 AM Board coach and transfer into Manhattan
9:30 AM Arrive at the **DESIGNATED WORKSHOP LOCATION**
New York, NY



- 10:00 AM OKEMOS HIGH SCHOOL "BROADWAY VOCAL EXPERIENCE" WORKSHOP
-This 90-minute workshop is dedicated to students learning the ensemble vocals to a Broadway musical in preparation for a cast member from the show to sing along with them in the end!
- 11:30 AM The workshop ends and load everything back on the motorcoach
- 11:45 AM Board coach and transfer to lunch
- 12:15 PM Lunch at **JOHN'S PIZZERIA** (NYC Style Pizza!)
260 West 44th Street
- 1:30 PM Board coach and transfer to the **MUSEUM OF BROADWAY**
145 West 45th Street
- 2:00 PM Arrive at the **MUSEUM OF BROADWAY**
-Take an exciting, immersive journey from the birth of Broadway to present day, including a sneak-peek behind the curtain into the making of a Broadway show. A team of internationally-renowned designers, artists, and historians have crafted a fully interactive experience that is certain to educate, entertain, and inspire.
- 4:00 PM Enjoy some free time in the **TIMES SQUARE** area
- 5:30 PM Everyone meet back up and walk to dinner
- 5:45 PM Dinner at **GAYLE'S BROADWAY ROSE**
228 West 47th Street
- 7:15 PM Walk to the **TBD THEATRE**
Theatre District
- 7:30 PM Arrive at the **TBD THEATRE**
- 8:00 PM The Broadway performance of "TBD" begins
- 11:00 PM Board coach and transfer to the hotel
- 11:30 PM Arrive back at the hotel for the evening

PRIVATE NIGHTTIME HOTEL SECURITY (1 GUARD) FROM 11:30 PM – 6:30 AM

SATURDAY, FEBRUARY 15

3 MEALS INCLUDED: B,L,D

- 7:30 AM **BREAKFAST** at the hotel
- 8:30 AM Hotel check-out and load all luggage on the motorcoach
- 9:00 AM Board coach and transfer to **ST. BARTHOLOMEW'S CHURCH**
325 Park Avenue
- 10:00 AM Arrive at **ST. BARTHOLOMEW'S CHURCH**
- 10:30 AM **OKEMOS HIGH SCHOOL CHOIR PERFORMANCE** (pending availability)
- 11:15 AM **BOXED LUNCHES** provided for the ride to the next attraction



- 12:15 PM Arrive at the **ONE WORLD OBSERVATORY**
285 Fulton Street
-There are a million things to experience in NYC, but there's only one way to see them all at once. You can start by hopping a Sky Pod to the top of the tallest building in the Western Hemisphere. There, 102 stories up, find yourself face-to-face with New York's iconic skyline.
- 2:15 PM Arrive at the **9/11 MEMORIAL MUSEUM**
-The Museum displays artifacts associated with the events of 9/11, while presenting stories of loss and recovery. It is the country's principal institution concerned with exploring the implications of the events of 9/11, documenting the impact of those events, and exploring 9/11's continuing significance.
- 4:15 PM Visit the **9/11 MEMORIAL POOLS**
-This 16-acre site features two enormous waterfalls and reflecting pools, each about an acre in size, set within the footprints of the original twin towers. Its design conveys a spirit of hope and renewal, and creates a contemplative space separate from the usual sights and sounds of a bustling metropolis. With over 400 trees, the Memorial Plaza is one of the most eco-friendly plazas ever constructed.
- 4:45 PM Board coach and transfer to dinner
- 5:45 PM Dinner at **THE GRISLEY PEAR**
243 West 54th Street
- 7:15 PM Walk to the **TBD THEATRE**
Theatre District
- 7:30 PM Arrive at the **TBD THEATRE**
- 8:00 PM The Broadway performance of "TBD" begins
- 11:00 PM Take a group photo in Times Square "on your own"
- 11:30 PM Board coach and transfer back home
-11½ hours drive time with 2 hours added for rest stops, breakfast stop, and driver change. (675 miles). Breakfast "on your own" en-route back home.

SUNDAY, FEBRUARY 16

0 MEALS INCLUDED

- 1:00 PM **ARRIVE AT OKEMOS HIGH SCHOOL**



Bob Rogers Travel

Trip Pricing Based on 50 – 55 Total People Using 1 Bus:

- \$1349 quad
- \$1429 triple
- \$1509 double
- \$1749 single

Payment Schedule:

Deposit	\$200 pp	September 13
2 nd Payment	\$400 pp	October 18
3 rd Payment	\$400 pp	November 22
Final	Balance	January 3

What's Included:

Transportation: Deluxe Motor Coach

Meals: 2 breakfast, 2 lunch, 2 dinner

Inclusions: Professional tour guide, online registration and enrollment, online auto pay with no installment fees, nighttime security, Luggage tags and lanyards, 24/7 emergency service, all taxes and gratuity

Activities: Broadway classroom, Museum of Broadway, Times Square, 2 Broadway shows, Performance at St. Bartholomew, One World Observatory, National 9/11 Museum and Memorial, Group Photo.

YOU WANT TO GIVE YOUR STUDENTS THE WORLD. WE HELP YOU TAKE THEM THERE.

Founded by a former music educator, Bob Rogers Travel has been making student travel simple since 1981. Our team's singular focus is to allow you to keep yours – because when you can focus on inspiring students while we handle your trip, we all do our best work. Our team is comprised of educators, musicians and travel professionals. Together, we've planned over 6,000 memorable student travel experiences.

Every Bob Rogers Travel tour comes with these essentials:

- Motor coach operators that adhere to the strict USDOT standards for safety
- Payment options tailored to fit your group's needs and schedule (including the option to have BRT automatically collect payments from travelers through our BRT Payments System)
- Professional liability insurance and a consumer protection plan as recommended by the Student & Youth Travel Association
- The same high level of service and attention to detail which the company was founded on in 1981



Tour Details

Destination: New York

Departing: Thursday February 13, 2025

Returning: Sunday February 16, 2025

Tour Pricing by Participation

Paying Passengers	48
Complimentary Chaperones (Single Occupancy)	2
Student Price (Quad Occupancy)	\$ 1395
Paying Adult Price (Double Occupancy)	\$ 1595

What's Included

Transportation

- Deluxe Motorcoach

Accommodation

- 2 Nights
- Quad occupancy for Students (2 beds per room)
- Single occupancy for Complimentary Chaperones (2 beds per room)

Meals

- 2 Breakfasts
- 2 Lunches
- 2 Dinners

Additional Inclusions

- Professional Course Leader
- Online Registration and Enrollment Materials
- Online Autopay with No Installment Fees
- Nighttime Chaperones (Hotel Security)
- Professional Development for Teachers
- Tour Management and Communication Portal
- Gift of Education Online Fundraising Tool
- Parent Meeting Support
- Luggage Tags and Lanyards
- Doctors On Call
- 24/7 Tour Emergency Service
- Dedicated Health & Safety Team
- Travel Guard Health & Accident Insurance
- Travel Guard Trip Delay Protection
- Industry Leading General Liability Insurance
- All Taxes and Gratuities Included
- WorldStrides Loyalty Program

Tour Highlights - *all sites pending confirmation*

- Broadway Choral Workshop
- Museum of Broadway
- Explore Times Square
- Broadway Show - TBD
- Perform at St. Bartholomew (pending availability)
- One World Observatory
- National September 11 Museum and Memorial
- Visit the National 9/11 Memorial
- Group Photo (on your own)
- FRP is included for EVERYONE



Protect your investment with our Full Refund Program

Educational travel is an investment in your child's future. Our Full Refund Program protects that investment should you have to cancel your registration for any reason prior to departure. The program refunds all money paid (less the cost of the Full Refund Program and any other non-refundable fees) and includes special Job Loss Protection. We strongly recommend that you add on our Full Refund Program when signing up for your trip.

See terms and conditions on spark.worldstrides.com for more details.

WorldStrides Advantage

- 50+ Years of Experience
- Member of Student & Youth Travel Association
- Member of American Bus Association
- Member of National Association for Music Educators
- Member of US Tour Operators Association
- Most comprehensive refund guarantee plan in the industry

Day One - Thursday February 13, 2025

ITINERARY SUBJECT TO CHANGE

- 6:00 AM Motorcoach arrives at School
- 6:15 AM Load luggage on to coach
- 6:45 AM Board your deluxe, chartered motorcoach with climate control, restroom and DVD Player for departure.
Estimated driving distance (675 miles) 11 1/2 hours drive time with 2 1/2 hours added for rest stops
Note: snacks and meals en route are at your own expense.
- 9:00 PM Arrive at hotel for check-in
- 9:00 PM **Check into your hotel**
Your Professional Course Leader/Guide will meet your group upon arrival and handle your hotel check-in, plus all of your ticketing and reservations logistics. They will stay at your hotel and ride the bus full-time with your group. In addition, they will be your expert guide to the city.
- 10:30 PM All students in rooms
Private overnight security at the hotel each evening

Day Two - Friday February 14, 2025

- 7:30 AM **Breakfast at the hotel**
- 9:00 AM Board motorcoach and depart for sightseeing
- 9:30 AM Arrive at designated workshop location
- 10:00 AM **Broadway Choral Workshop**
- 11:30 AM Load Motorcoach and depart for lunch
- 12:15 PM **Lunch at Mama Sbarro**
- 1:30 PM Load coaches and depart for MUSEUM OF BROADWAY
- 2:00 PM **Museum of Broadway**
- 4:00 PM **Explore Times Square**
- 5:15 PM Meet
- 5:30 PM **Dinner at Gayle's Broadway Rose**
- 8:00 PM **Broadway Show - TBD**
- 10:00 PM Board motorcoach and depart for the hotel
- 10:45 PM **All students in rooms**
Nighttime security

Day Three - Saturday February 15, 2025

- 7:30 AM **Breakfast at the hotel**
- 8:30 AM Check out of hotel and load luggage on motorcoach
- 9:00 AM Depart for sightseeing
- 10:00 AM Arrive at St. Bartholomew's
- 10:30 AM **Perform at St. Bartholomew (pending availability)**
- 11:15 AM **Boxed lunches from Potbelly Sandwich Works**
- 12:15 PM **One World Observatory**
- 2:15 PM **National September 11 Museum and Memorial**
- 4:15 PM **Visit the National 9/11 Memorial**
- 4:45 PM Board motorcoach
- 5:45 PM **Dinner at Puglia Restaurant**
- 7:30 PM Arrive at Broadway theater
- 8:00 PM **Broadway Show - TBD**
- 11:00 PM Group Photo (on your own)
- 11:30 PM Course Leader bids farewell to group and group departs for home

Day Four - Sunday February 16, 2025

- 1:00 PM **Approximate arrival at school - Welcome home!**

WorldStrides reserves the right to revise this itinerary due to unforeseen circumstances such as traffic, road closures, site closures, weather or any restrictions related to public health and safety matters. Your Course Leader will consult with the Program Leader and Bus Driver(s) on any changes.

In keeping with WorldStrides' commitment to safety and security, all of our itineraries are compliant with Department of Transportation rules and regulations and giving drivers at least 9 hours off each night and a maximum of 14 hours on duty, not to exceed 10 hours of driving during any 24 hour period. This includes time for drivers to follow any necessary health and safety cleaning protocols.



**Okemos High School Choir
Trip to New York City
02-13-2025 - 02-16-2025**

Please note that the sightseeing order and scheduled times in the itinerary below are estimates. All services are subject to final reservation confirmation. The days and times may need to be adjusted based on availability.

Thursday, February 13, 2025

- 7:00 AM Your motor coach arrives at Okemos High School for loading.
- 7:30 AM Your motor coach departs the school. (11 hours have been allotted for the drive; plus 1.75 hour for rest stops/meals on your own along the route)
- 12:00 PM Free time for **Lunch**. (\$15 will be loaded on your JASSBY Debit Card)
- 6:00 PM Stop to get **Dinner**. (\$20 will be loaded on your JASSBY Debit Card)
- 8:15 PM Arrive and meet your **Tour Director**, who will accompany the group exclusively throughout the tour.
- 8:30 PM Check into the New Jersey hotel.
Private hotel security will be provided.

Friday, February 14, 2025

- 7:30 AM **Breakfast** at the hotel.
- 8:30 AM Transfer by motor coach.
- 9:30 AM Arrive and prepare for our workshop.
- 10:00 AM Participate in the **Living the Music Workshop** with Broadway Inbound. A Broadway musical director or Broadway singer will guide your students in the art of interpreting a song through vocal dynamics and phrasing, using provided Broadway material. With the guidance of a master class instructor, the students discuss the music's lyrics and what may be the emotional intention behind them. Toward the end of the master class, the students have an opportunity to demonstrate what they have learned by singing the song with the Broadway guest performer, and will have an insightful question and answer discussion. This workshop empowers students with a sense of self-discovery through music.
- 12:00 PM Walk to Rockefeller Center.
- 12:30 PM Enjoy some free time to explore and grab lunch at **Rockefeller Center**, home to NBC Studios, a seasonal ice rink, the beautiful Channel Gardens and many eateries and stores. (\$20 will be loaded on your JASSBY Debit Card)
- 1:30 PM Take a guided tour of **Radio City Music Hall** and go behind the scenes of the showplace of the nation. Discover art deco masterpieces, visit Radio City's secret apartment *The Roxy Suite*, get exclusive views of the majestic auditorium, learn the history of the iconic *Great Stage*, and complete the tour by meeting and taking a photo with a **Radio City Rockette**. (Each tour takes a maximum of 33 people)
- 3:00 PM Take a stroll along the Big Apple's most famous street, **Fifth Avenue**, also known as Millionaire's Row. It crosses the whole of Manhattan from north to south and it is New York's most expensive and best shopping street with the world's most expensive retail spaces.
- 4:15 PM Visit **St. Patrick's Cathedral**, one of the largest churches in the U.S., the cathedral features twin spires 300-feet-high that grace this 13th Century Gothic-style structure.
- 5:00 PM Walk to Times Square.
- 5:30 PM Enjoy dinner at **John's Pizzeria of Times Square**, which has been voted one of New York's best pizzas because of its unique coal-fired brick ovens.



- 7:00 PM Walk to the theater.
- 7:30 PM Arrive at the theater and be seated.
- 8:00 PM Enjoy a **Broadway Show**. (*\$110 per ticket has been allotted. Exact show will be determined based on availability on your dates*)
- 10:30 PM Transfer by motor coach to the hotel.
Private hotel security will be provided.

Saturday, February 15, 2025

- 7:45 AM **Breakfast** at the hotel.
- 8:45 AM Check-out of the hotel and load the motor coach.
- 9:15 AM Transfer by motor coach.
- 10:00 AM Visit the **Museum of Broadway**, which has teamed up with internationally renowned artists, designers, and theatre historians to create an interactive experience that highlights groundbreaking moments in Broadway's history. Learn about the moments that pushed creative boundaries, challenged social norms, and paved the way for those who would follow. See hundreds of rare costumes, props and artifacts up close and experience Broadway like never before. Go behind the curtain into the making of Broadway show with a special exhibit honoring the community of brilliantly talented professionals, both onstage and off, who bring Broadway plays and musicals to life every night.
- 11:30 AM Explore and grab lunch around **Times Square**, at the junction of Broadway and Seventh Avenue. Brightly lit by numerous billboards and advertisements, it is often referred to as "the Crossroads of the World," and it is the hub of the Broadway Theater District. (*\$20 will be loaded on your JASSBY Debit Card*)
- 1:00 PM Transfer by motor coach.
- 1:30 PM Visit the **Empire State Building** and ascend to the **86th Floor Observatory** for some of the best views of New York City.
- 3:00 PM Transfer by motor coach.
- 3:30 PM Explore **The Museum of Modern Art (MoMA)**, powerhouse in the modern art world that doubles as one of the best-known museums on the globe. The collection features iconic works from Warhol, Picasso, Rousseau, Dali, Kahlo and many more. Enjoy viewing *Starry Night* by Vincent Van Gogh.
- 5:00 PM Walk to dinner.
- 5:30 PM Arrive for your group dinner at **Hard Rock Cafe Times Square**.
- 7:00 PM Walk to the theater.
- 7:30 PM Arrive at the theater and be seated.
- 8:00 PM Enjoy a matinee **Broadway Show**. (*\$110 per ticket has been allotted. Exact show will be determined based on availability on your dates*)
- 10:30 PM Your motor coach departs to return to the school. (*11 hours have been allotted for the drive; plus 1.75 hours for rest stops/meals on your own along the route*)

Sunday, February 16, 2025

- 7:00 AM Stop for breakfast. (*\$10 will be loaded on your JASSBY Debit Card*)
- 11:15 AM Arrive back at the school.

PLEASE NOTE: *In keeping with Educational Tours, Inc.'s commitment to safety and security, we prepare each itinerary in accordance with the DOT rules and regulations, giving drivers a minimum of 9 hours off each night and a maximum of 15 hours on duty during any 24-hour period. We reserve the right to revise the itinerary, at any time, due to unforeseen circumstances such as traffic, road closures, site closures, weather, etc. Your Tour Manager will consult with the Group Leader and drivers on any changes.*



**EDUCATIONAL
TOURS, INC.**

**Trip Prices for Mineral Point High School Choir
Pricing 1.0 Valid until 9/14/24**

Pricing Details & Ranges	31-35	36-40	41-45	46-50	51-55
Trip Price Per Participant (<i>quad rooming</i>)	\$1,660	\$1,531	\$1,437	\$1,363	\$1,299
Number of Adults Upgraded to Double Rooms	10	10	10	10	10
Number of Adults Upgraded to Single Rooms	1	1	1	1	1
Number of Complimentary Places Included	2	2	2	2	2
Triple Room Supplement (<i>per person</i>)	\$37				
Double Room Supplement (<i>per person</i>)	\$107				
Single Room Supplement (<i>per person</i>)	\$321				

What is Included:

- Ground transportation by private motor coach as per your itinerary (*Coaches are modern, clean, and always compliant with industry health and safety standards*)
- Accommodation in a quality hotel (*quad rooming for students*), including exclusive nighttime security in the hotel for your group
- All admissions, activities, workshops and performances as stated and bolded on your custom itinerary (*Workshop minimum counts must be met. Students participating in more than one workshop will be charged an additional fee and will be dependent on itinerary timing. Students participating in more than one performance will be charged an additional fee and will be dependent on itinerary timing.*)
- All meals as stated on your itinerary
- A professional Tour Director to accompany your group exclusively from arrival through departure
- All gratuities for bus drivers and the Tour Director
- Group Travel Videos App (*Group Messaging, Group Mapping, Group Photo Gallery, Document Sharing, Post Trip Link to a Group Video*)
- \$4,000,000 Liability Insurance
- Travel Protection, which includes Accident and Sickness, and Travel Delay protection for all participants after departure, will be purchased on your behalf.
- Emergency Phone Service 24/7/365 (*Call 1-800-654-4560*)

Items Not Included:

- Fuel surcharges imposed by any third-party provider (*Motor coach, airline, etc. and if assessed, will be billed to you.*)
- Any items not mentioned above or in the detailed itinerary
- Optional Additional Travel Protection, which adds Trip Cancellation and Cancel for Any Reason to the above product, is available for purchase and follows Educational Tours, Inc.'s cancellation policy. Information about this protection can be found when individuals register for the trip at www.groupcollect.com.

Please Note the Following:

- * **Online Registration for Individuals** is included at no additional cost for all participants.
- * **Lifeguards** may not be available at every swimming opportunity. ETI recommends no swimming without a lifeguard present. If you allow swimming without a lifeguard present, ETI is not responsible for the supervision or safety of the group.
- * **Trip inclusions** are based on prices as of time of this quotation. The itinerary is subject to availability, rate confirmation, and final reservation confirmation at the time of finalizing the Travel Agreement with Educational Tours Inc.
- * **Hotel Check-in is 4:00 pm.** Earlier check-in is not an option with group programs. Not all rooms are guaranteed to be ready by 4:00 pm.

Fundraising and Scholarship Opportunities through Okemos:

Okemos Choir Boosters: Throughout their time in the Okemos Choir Program (Grades 7-12), students will have the opportunity to participate in fundraising activities that will benefit both the program as a whole and give them the chance to contribute to their individual student account. Money that is accumulated through student fundraisers can be used for choir travel.

Okemos Music Patron Scholarships: Each spring select students are awarded monetary scholarships from the generous donations collected by the Okemos Music Patrons. Recipients are chosen based on commitment to improve their musicianship during the academic year, as well as leadership and service to the choir program.

Scholarships through Bob Rogers Travel:

Moments That Matter Scholarship: Students traveling with their school or educational program on a future trip with Bob Rogers Travel may apply for BRT's Moments That Matter Scholarship, which awards up to \$500 each to a limited number of deserving students with financial need. The application deadline is October 21; students must complete an essay, application and receive a signature from their teacher.

The SYTA Youth Foundation Road Scholarship: Students are also eligible for the SYTA Youth Foundation's Road Scholarship Program, which awards funds to youth who are unable to afford the cost of their group's travel. Students must be nominated by their teacher through a brief web-based form. View complete rules, deadlines, and the application [here](#). The SYTA Youth Foundation is the philanthropic arm of the Student and Youth Travel Association, of which BRT is a proud member and benefactor.